

## GENERAL TERMS AND CONDITIONS SEARCH REQUEST

*Intermediary Services Agreement - Lessee*

### Search request

*Placing a search request at Vesting Vastgoed is non-binding and has many advantages. You will not only automatically receive the accommodations we present on our website, but Vesting Vastgoed searches for your specific accommodation through other agencies as well. This means a larger reach and Vesting Vastgoed is working in your benefit.*

*Beware that when successful, Vesting Vastgoed charges you a one-time commission fee of max. 1 month rent + 21% VAT.*

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Vesting Vastgoed, registered at Laan van Meerdervoort 301, registered in the commercial register for the Chamber of Commerce under number 70289247, hereinafter referred to as: the "Estate Agent"; and you hereinafter referred to as: the "Client",

#### **Whereas:**

- The Client is looking for accommodation to rent;
- The Estate Agent intermediates in the conclusion of leases between lessees and lessors of accommodation, exclusively intermediating on the instructions of lessees and not for lessors and therefore exclusively representing the interests of lessees and not those of lessors;
- The Client wishes to give instructions to the Estate Agent for the payment of commission, to work as an intermediary in concluding a lease for accommodation between the Client as the lessee on the one hand and the lessor of the accommodation in question on the other hand;

#### **Have agreed as follows:**

##### Article 1 – Instructions for intermediary services

The Client instructs the Estate Agent to act as an intermediary for payment in concluding a lease with a third party for accommodation suitable for the Client.

##### Article 2 – Details of the instructions, work and working method of the Estate Agent

- 1) The Estate Agent's work can, according to the wishes of the Client and what parties further agree on in the performance of this agreement, consist of the following matters;
  - \* identifying the residential wishes/search profile of the Client;
  - \* looking for and selecting suitable accommodation for the Client based on the Client's residential wishes/search profile;
  - \* carrying out viewings for the Client and providing information on one or more homes to be leased, including the organisation thereof
  - \* giving general information about the possibilities of finding a home, the local housing market, accommodation permits, housing allowance, rent protection, rent prices, registration in the municipal personal records database;
  - \* assessment of viewings with the Client;
  - \* compiling a file on the Client and on that basis presenting the Client as a prospective lessee to potential lessors and working towards them allocating the home in question to the Client;
  - \* carrying out negotiations with potential lessors on the content of the lease on behalf of the Client;
  - \* concluding a written lease and arranging for signing of the lease by both parties;
  - \* providing information on and explanation to the lease;
  - \* ensuring that the first payment to the lessor is made on time;
  - \* organising handover of the home to the Client;
  - \* where necessary addressing the lessor on the observance of his obligations on the commencement of the lease;
  - \* assisting in acquiring telephone and Internet and connection to utilities;

\* being the second point of contact for the Client during the term of the lease.  
This list is not exhaustive.

- 2) In the performance of the work as referred to in article 2 paragraph 1 the Estate Agent will only represent the Client's interests and not those of the potential lessor.
- 3) It is not the intention of the Estate Agent and the Client that the Estate Agent is authorised by the Client to carry out legal acts in his name or that pursuant to a mandate the Estate Agent will carry out legal acts for account of the Client.
- 4) The Client will provide the Estate Agent on his own initiative with all information, data and documents necessary for the performance of the assignment and the Client will guarantee the accuracy thereof. This information and documents will include but is not limited to: valid proof of identification, valid proof of residence in the Netherlands, recent salary slips, recent bank statements (showing salary payments), employer's statement and suchlike.

#### Article 3 – Payment for the Estate Agent's services (commission); no cure no pay

- 1) If a lease is concluded for accommodation between the Client and lessor due to the services of the Estate Agent the Client owes the Estate Agent a fee, hereinafter referred to as "commission".
- 2) This commission will be equivalent *one month's gross rent (therefore including any "service" costs) in accordance with the lease offer of the lessor in question*, plus 21% VAT and is owed by the Client by way of a down payment on acceptance of the home by the Client (on signing the declaration of intent). The payment is definitive once a lease is concluded. The Estate Agent will refund the amount of the payment to the Client if no lease is concluded for the accommodation in question after the down payment.
- 3) The commission is deemed to be a reasonable fee for the work carried out by the Estate Agent for the Client in performance of this agreement. Parties take into consideration that regardless of the work carried out by the Estate Agent in performance of this agreement the Client owes no commission as long as no lease is concluded and the owed commission is a standard rate in the market that is not linked to the amount of work carried out by the Estate Agent but to a result (no cure no pay).
- 4) The Client agrees to pay the rent for the first month, the deposit and the commission to the Estate Agent and not to occupy the accommodation until he has made these payments.

### **General Conditions for Intermediary Services Lessee**

The General Conditions for Intermediary Services Lessee of Vesting Vastgoed belongs to this agreement.

#### **Article 1 - Scope, definitions**

1. These Terms and Conditions of Service, hereinafter referred to as 'TCS', govern all agreements that **VESTING VASTGOED**, hereinafter referred to as the 'Estate Agent', concludes with its clients.
2. 'Instructions for service' is deemed to mean: the Estate Agent's best-efforts obligation aimed at bringing about a lease, against payment of a fee by the Client, for a residential property between the Client and his other party as meant in Article 7: 425 of the Dutch Civil Code. The Estate Agent will never accept instructions for service from the Client's other party relating to the same residential space. Instructions for service do not comprise a search instruction as meant in Article 3, paragraph 1 of these TCS (renting) and Article 4, paragraph 1 of these TCS (letting). Search instructions and instructions for service can, however, be combined.
3. If the Client is the party who wishes to rent residential space and has given instructions to the Estate Agent for this purpose, the other party is deemed to be the (potential) lessor of the relevant residential space. If a Client is the party who wishes to let this residential space and has given instructions for service to the Estate Agent for this purpose, the other party is deemed to be the (potential) lessee of the relevant residential space.
4. Provisions that deviate from these TCS only form part of the agreement concluded between the parties if and to the extent that the parties have expressly agreed this in writing.
5. If the Client consists of two or more (legal) persons, they will be jointly and severally liable for the performance of all obligations towards the Estate Agent.
6. If for whatever reason a provision, or part of a provision, in these Terms and Conditions of Service does not apply, this will not affect the applicability of the remaining provisions.

## **Article 2 - Cooperation of the Client in the performance of the agreement**

1. The parties will not do and/or omit anything that impedes or may impede proper performance of this agreement. The Client will cooperate in every regard with proper performance of the agreement by both parties, inter alia by promptly providing all necessary data and documents to the Estate Agent. ----`--
2. The Estate Agent will not start to perform the activities until the Client has provided him with all the necessary data and documents and the Client has paid the agreed fee and/or (advance) payment.

## **Article 3 - Personal information**

The Client's personal information will be recorded in the Estate Agent's records. The Estate Agent will not provide any information of the Client to third parties, unless obliged to do so due to statutory obligations and/or if this is useful or necessary in the performance of the instructions. The recorded data are only used by the Estate Agent for the performance of the contract with the Client.

## **Article 4 - Estate Agent's best-efforts obligation**

The Estate Agent will endeavor to the best of his ability and knowledge to realize the result desired or intended by the Client. This is at all times a best-efforts obligation on the part of the Estate Agent, not a result obligation. If the result is not achieved, this therefore does not release the Client from his obligations towards the Estate Agent, with the exception of any obligations which the parties have expressly linked to the realization of the intended result.

## **Article 5 - End and termination of the agreement**

1. Unless agreed otherwise and without prejudice to the other provisions in these TCS, this agreement will end inter alia:
  - a. when the intended result of the Estate Agent's efforts is realized;
  - b. due to the Client's termination;
  - c. due to the Estate Agent's termination.
2. Termination of the agreement by the Client after the negotiations with a potential lessee have started does not release the Client from his obligation to pay damages and his obligation to indemnify the Estate Agent as referred to in the latter provision.
3. The Client and the Estate Agent are entitled to terminate this agreement at any time. The Estate Agent will terminate the agreement inter alia when he fears that the Client will not perform, or not properly perform, the lease to be concluded, without prejudice to his claims of payment as provided for in these TCS.
4. Without prejudice to the claims for damages provided for in these TCS, the parties cannot derive rights to damages from the termination of this agreement by terminating it, unless the termination arises from a failure by the other party to perform one or more obligations.

## **Article 6 - Obligation to complain and lapse of rights**

1. Complaints with regard to the activities performed and/or services rendered by the Estate Agent must be conveyed by the Client to the Estate Agent by registered letter no later than within 2 months after discovery or after the Client should have reasonably discovered them, in the absence of which the Client can no longer make any claims based on any defects in the Estate Agent's performance.
2. Claims by the Client on the Estate Agent lapse after one year has expired after the ending of the agreement.

## **Article 7 - Liability**

1. The Estate Agent is not liable for the Client's damage, including consequential loss, trading loss, loss of profits or disruption of business that arise from his actions or omissions, or those of its staff or of third parties hired by him, in particular not for the Client's damage arising the fact that the agreed rent and/or the agreed service (costs) and/or the additional fees, whether once-only or otherwise, are not in accordance with the law, or are or may be increased or decreased through legal proceedings.
2. The Estate Agent is not liable for damage suffered by the Client as a result of actions or omissions by the other party in the lease concluded or to be concluded due to the work of the Estate Agent.
3. To the extent that the Estate Agent is liable for the Client's damage, his liability is limited to the amount of the payment to be made by the Estate Agent's insurer in a specific case, to the extent that the Estate Agent is insured for this. If the Estate Agent is not insured as meant in the preceding sentence, the Estate Agent's liability is limited to twice the level of the fee charged and/or to be charged by the Estate Agent to the Client for his activities and/or services.
4. Limitation of the Estate Agent's liability for the Client's damage in these TCS does not apply if and to the extent that the damage is due to intentional act or willful recklessness on the part of the Estate Agent.

#### **Article 8 - Payment**

1. Unless agreed otherwise or provided otherwise in these terms and conditions, the Client must pay all he owes to the Estate Agent within 14 days after the invoice date. (before the commencing date). This term is a strict deadline.
2. The Client will pay all he owes to the Estate Agent promptly without claiming any discount, suspension, setoff, termination or reversal.
3. If the Client does not promptly pay all he owes the Estate Agent:
  - a. the Client will owe the Estate Agent a default interest of 1% per month, to be calculated cumulatively on the principal. Parts of a months will be calculated as a full month;
  - b. the Client, after being sent a relevant demand by the Estate Agent, will owe in the context of extrajudicial costs 15% of the principal and the default interest, with a minimum of € 40.
4. In the event of non-performance by the Client of any obligation arising from the agreement, the Estate Agent is authorized without further notice of default or judicial intervention to terminate the agreement in full or in part and claim damages.
5. If the Client has not fulfilled his payment obligations in time, the Estate Agent is entitled to suspend performance of his obligations until payment has been made. The same applies if the Estate Agent even before the start of the default had a reasonable suspicion that the Client would not fulfil his payment obligations. The risk of the consequences of suspension by the Estate Agent is at the Client's expense.
6. Payments made by the Client always serve to settle, in sequence, the interest owed, the outstanding costs, and the longest outstanding payable invoices.

#### **Article 9 - Competent court, applicable law**

1. The agreement concluded between the Estate Agent and the Client is governed solely by Dutch law.
2. Any disputes will be adjudicated by the competent Dutch court, with the proviso that the Estate Agent, to the extent that mandatory law does not conflict with this, is authorised to bring a case before the competent court in the city where the Estate Agent has his registered seat.