

Terms and Conditions

Woning Delers Club - ENG

Definitions

The following definitions apply in these terms and conditions:

- 1. Letting agent** : Momo Makelaardij en Vastgoed BV with trade name Woning Delers Club which, based on a "no cure no pay" rate, commissioned of (prospective) tenants mediates in the search and ultimately with the establishment of rental agreements between these tenants and landlords of living space.
- 2. Client** : the (prospective) tenant who, by means of a registration as home seeker on the website of Woning Delers Club (www.woningdelersclub.nl), agrees with the 'Terms and Conditions for Home seekers from Woning Delers Club.
- 3. Mediation**: the best efforts obligation of the leasing broker aimed at against payment of a brokerage commission (commission) by the client, putting client in contact with potential lessor (s) with the aim of that client with a lessor of a living space a leases. This also includes the supervision of the rental broker when viewing (s) one or more living space (s) as intended in Article 7: 425 BW.
- 4. Mediation fee (brokerage fee)**: the **fee charged** by the client compensation payable by the leasing agent for his mediation work when closing a completed one brokerage agreement.
- 5. Mediation agreement** : the agreement between the client and rental broker, also called service contract (OTD).
- 6. In writing** : in these general terms and conditions, 'written' means: by e-mail, by fax or by any other means of communication required for the purpose of state of the art and the prevailing views in society can be equated with this.
- 7. Documents**: the goods to be produced by the letting agent or by written advice, documents, (valuation) reports provided by the client, investigations, etc. will hereinafter be referred to as "the modest". "The documents" means written documents and on works recorded in other media, such as on computer discs, on USB sticks or whatever other data carriers. All this, unless the parties expressly agreed otherwise in writing.

Article 1: Applicability

1. These terms and conditions apply to all offers and to all brokerage agreements that Woning Delers Club concludes with its clients.
2. Make provisions that deviate from these general mediation conditions only part of the agreement concluded between parties if and for as far as the parties have explicitly agreed in writing.
3. Client cannot rely on the fact that the general brokerage conditions have not been handed to him if to the rental agent these general conditions for brokerage earlier other transaction to the client.
4. Rental broker reserves the right to change the to change the brokerage terms and conditions of brokerage.

Article 2: Order for mediation

If the client gives the broker a brokerage instruction the letting broker, as an intermediary, endeavors to find a home at landlord and a rental agreement for a client suitable to establish living space with a landlord. Client gives the assignment for mediation by signing the OTD (assignment for services) and by creating a search query on the website. That goes with it client also agrees with the general terms and conditions.

Article 3: Activities of rental agent

1. The activities of a rental agent can, depending on the wishes of the Client and what the parties involved in the implementation of this Agreement, include the following components:
 - a) Making an inventory of the housing requirements / search profile of the Client;
 - b) Searching for and selecting accommodation suitable for the Client based on the wishes of the Client / search profile of the landlords;
 - c) The (doing) viewing by the Client of and providing information about one or more housing (s) for rent, as well as the organization around it this viewing (s);
 - d) Giving general information about, among other things, the possibilities of find a home, the local housing market, the housing permit, the housing allowance, rent protection, rents, registration in the municipal basic administration;
 - e) The evaluation of viewing (s) with the Client;
 - f) Compiling a file about the Client and submitting it to basis thereof from Client as potential tenant with potential landlord (s) and make sure that this is the relevant home awards the Client; Conducting on behalf of the Client

negotiations with potential lessor (s) about the content of the rental agreement;

g) Establishing a written lease agreement drawn up by the landlord and taking care of a moment for the signature of the lease by the parties;

h) Giving information about and an explanation of the lease, as far as possible;

i) Ensure that the first payment to the lessor is made to the owner;

j) Organizing a moment when the landlord completes the delivery carries out a home for the Client with our presence;

(k) The preparation of a sound inspection report on behalf of Client (possibly with photos) (including recording of the meter readings, control keys, control inventory, inventory of defects);

l) If necessary, addressing the landlord to his compliance obligations at the start of the lease;

m) Providing support with: maintenance contracts, relocation, transport / purchase of inventory, search for workmen associated with it paintwork, wallpapering, floor covering, etc. for an additional price unless otherwise agreed;

n) Being helpful in getting telephone and internet connections connection to utilities;

o) Acting as second-line contact person (after landlord or manager) for the Client during the term of the lease.

2. The lease agent will perform the work referred to in Article 4, paragraph 1, only represent the interests of the Client and not those from the (potential) lessor.

3. Client is aware that rental broker of various media, personal contacts and third parties will find the properties that are displayed on it Client's personal profile on the website. These homes are so not rented by the rental agent.

4. Client and letting agent do not aim at that leasing agent Client is or will be authorized to act in his name to perform legal acts or that rental broker under a mandate on behalf of the Client to perform legal acts unless agreed otherwise

5. The Client will on its own initiative provide the rental agent with all information, provide data and documents that are necessary for implementation of the assignment and the Client guarantees the correctness thereof. below this one information and documents includes, but is not limited to: valid proof of identity, valid proof of residence in the Netherlands, recent

salary specification (s), recent bank statements (showing salary payments), employer's statement and the like.

6. As soon as the Client has made a choice for a specific living space the parties will record this in writing in a by the Client sign rental agreement which is drawn up by the lessor of the living space, not by the rental agent. However, this is checked accuracy by letting agent in the interest of the Client. In there will also be recorded: specifications of the relevant living space.

Article 4: Terms

1. Specified deadlines within which the work is carried out by the rental agent must have been carried out or the documents and / or services must have been delivered can never be considered as strict deadlines, unless the parties expressly agreed otherwise in writing. If Rental Agent it does not fulfill its obligations under the agreement or fails to do so in time therefore be given written notice of default.

2. Rental broker is authorized to perform financial obligations of the Client advance payment or security of To require the Client, before commencing work start or continue this.

Article 5: Obligations of the client

1. The client must ensure that, if necessary, the implementation of the information required on time and in the information provided by the rental agent desired form can be made available to the rental agent.

2. Client will cooperate in all respects with one proper implementation of mediation by both parties. Client will do nothing and / or omit a proper implementation of this impedes or may impede an agreement.

3. If the Client and / or his relations turn out to live in one living space, of which the Client has the details of the Letting Agent the Client owes the brokerage fee to the Rental Agent, irrespective of whether the lease through brokerage of Aanhuurmakelaar tot has come.

4. If, for whatever reason, the Client does not live in the home for which a lease agreement through has come about, or if the lease for this living space becomes terminated, destroyed or dissolved, the Client remains obliged to pay the brokerage fee (or a part thereof in consultation) and the Client is not entitled to full or partial refund thereof.

5. If the Client is eligible for housing accommodation for which a permit is required, then obtaining this permit will be charged

and risk of the Client and the Client is obliged to pay the commission regardless of whether the license has been or will be granted. The Letting agent does the mediation closely and does not take any accountability for the knowledge about a possible permit, this is in between client and lessor of the house.

6. If the Client, after giving an agreement for renting a living space, for reasons that cannot be attributed to the rental agent, the Client no longer wishes to rent, the Client is obliged to Rental agent to pay an amount equal to € 250 ex VAT, which is understood by cancellation costs, which also in the OTD (order to services). The Client is also obliged Safeguard rental brokers from possible by the relevant landlord damages suffered.

7. If the obligations referred to in this article are not met on time, is Letting agent entitled to suspend the execution of the agreement until the Client has fulfilled these obligations. The costs in connection with the delay incurred or the costs for carrying out the work of additional work or the other consequences arising therefrom are for the account and risk of the Client.

Article 6: Agency fee (brokerage fee)

1. The fee (brokerage fee) for the services of the rental agent is exhausted basis of " no cure no pay ".

2. If from the services of the rental agent a lease agreement for living space between the Client and a landlord Client a fee to the rental agent, hereinafter referred to as 'brokerage fee'.

3. This commission is, unless otherwise agreed, once rental amount per month in euros excl. VAT in accordance with the rental offer of the relevant landlord. The client is through acceptance and the brokerage fee due to the signing of the lease letting agent.

4. If the commission for the living space deviates from the aforementioned standard brokerage fee then this is made known by the rental agent. The payment becomes final as soon as a lease has been concluded. If after the deposit no rental agreement for the relevant living space until comes, the rental agent refunds the amount of the down payment Client.

5. The brokerage fee is deemed to be a reasonable remuneration for the work performed by the rental broker for the Client for the implementation of this agreement. The parties thereby take into account that regardless the work carried out by the rental agent in implementation of this agreement

work, no commission is due by the Client, as long as no rental agreement has been concluded and that the commission payable is a customary rate in the market that is not linked to the size of the work to be performed by the leasing agent, but the rate is that is linked to a result to be achieved (no cure no pay).

6. Client agrees to the rent for the first month, the deposit, to pay any additional costs to the lessor of the property. The brokerage fee to broker must after receiving the keys from the living space of the landlord to be met within 14 days, such as stated in the invoice that is currently being sent from the rental agent to the Client.

7. Unless otherwise agreed, the Client shall submit everything that he submits Rental agent is payable within 14 days after the invoice date.

This period applies as a deadline. In the event of late payment:

a) the Client will owe a default interest to the Rental Agent can be calculated cumulatively over the amount of 2.5% per month principal. Parts of a month are considered a full month;

b) the Client, after being advised to do so by the Rental Agent, will be ter with regard to extrajudicial costs, a minimum of 15% of the sum of the principal sum and the default interest with a minimum of € 50.00;

8. Everything that the Client owes to the Rental Agent is passed on Client satisfied on time without any claim to discount, suspension, settlement or cancellation.

9. At the option of the Rental Agent you can in the foregoing or with that corresponding circumstances, without further notice of default or judicial intervention, the agreement becomes wholly or partially dissolved, whether or not combined with a claim for compensation.

10. If the Client has not fulfilled its payment obligations on time, the Letting Agent is authorized to comply with the Client's obligations obligations entered into for delivery or for the performance of work suspend until payment has been made or there is adequate security for this asked. The same applies even before the moment of being in default if The rental agent has a reasonable suspicion that there are reasons to the to doubt the creditworthiness of the Client.

11. Payments made by the Client always serve to settle all interest and costs due and then serve to settle due and payable invoices that have been outstanding the longest, unless the Client pays for them expressly states in writing that the payment relates to a later one invoice.

Article 7: Confirmation / Cancellation

Rental agent can ask client to provide confirmation on the components that are included in such a proposal. In this confirmation the client can indicate under what condition he wants that a rental agent sent a proposal to the lessor on behalf of Client. The rental agent will work based on this to obtain landlord award to rent the property through Client. For whatever reason, the client withdraws after he is chosen by the lessor to rent, then the client is € 250 ex VAT cancellation costs / compensation to the rental agent due for the time and work done so far.

Article 8: Duration, cancellation and end of the brokerage agreement

1. A mediation agreement runs for an indefinite period of time, unless in writing otherwise agreed.
2. Unless otherwise agreed and without prejudice to the other provisions these general mediation conditions, the mediation agreement by, among other things:
 - a. fulfillment of the agreement by Rental Agent;
 - b. cancellation by the Client;
 - c. cancellation by the rental agent.
3. The agreement is fulfilled once the intended result has been achieved.
4. Client and Rental Agent are authorized to enter this agreement to cancel every moment.
5. The parties cannot terminate the agreement by canceling derive the right to compensation unless it is canceled because of it failing to fulfill one or more obligations by the other party.
6. If the Client indicates that he no longer wishes to use the rental broker services and two months after renting an object that has been brought to the attention of the Client by the rental broker then the Client will still owe the set commission.

Article 9: Complaints and complaints

1. Client is obliged immediately upon receipt of documents, such as the (draft) lease agreement of Rental Agent to control to transfer these documents. Any imperfections must be at the latest within 2 working days after receipt of the documents in writing by mail or to be notified to the Rental Agent. So that rental broker this can file with Landlord for completing the lease.
2. Other complaints - including complaints regarding the work performed activities and / or services provided - must be sent by registered letter

at the latest within 2 months after discovery or after the Client has made this should reasonably have been discovered by the Client to the Letting Agent to be reported, failing which the Client can no longer appeal address any deficiencies in the performance of the Rental Agent.

Article 10: Liability

1. If the rental agent acts as an intermediary for the realization of a rental agreement between tenant and landlord is never rental agent party to the lease and is not liable for the content and the implementation of the lease. Rental broker is by no means liable for damage suffered by the Client as a result of the situation that the rental price and / or the agreed service (costs) and / or the additional whether or not one-off reimbursements are / are not in accordance with the law.
2. Rental broker performs its duties as a company in its industry may be expected, but does not accept any liability for it damage, including consequential damage, business damage, loss of profits and / or stagnation damage, which is the result of acts or omissions of Rental agent, her staff or third parties engaged by her.
3. The rental agent is not liable for damage suffered by the Client as a result of acts or omissions by the other party to the door brokerage agreement concluded by the rental agent.
4. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness of Rental agent.
5. Without prejudice to the provisions in the other paragraphs of this article, the liability limited at all times to the amount specified by the insurer of the Estate Agent in the case to be provided, for insofar as the Rental Agent is insured for this.
6. If the Rental Agent is not insured as referred to in the previous paragraph, the The liability of the Letting Agent is always limited to half a time amount of the amount paid by the Leasing Agent to the Client for it work and / or services charged and / or to be charged.
7. The rental agent is not liable for the consequences of any damage and / or defects in the property that occur upon acceptance by the Client of the home and / or the Client's departure from the home is present. It is to the client himself to check the property for any damage and / or address any defects and, if necessary, the lessor.
8. If the Client consists of two or more (legal) persons, they are against Rental broker jointly and severally liable for the fulfillment of all obligations towards the rental agent.

Article 11: Bankruptcy, unauthorized decision, etc.

1. Without prejudice to the provisions in the other articles of these terms and conditions the agreement concluded between the Client and the Letting Agent dissolved without judicial intervention and without that notice of default will be required at the time when the Client:

- a) is declared bankrupt;
- b) apply for a (temporary) suspension of payment;
- c) is affected by enforceable seizure;
- d) is placed under guardianship or administration;
- (e) the decision or legal capacity with loses its assets or parts thereof.

2. The provisions of paragraph 1 of this article apply, unless the liquidator or the administrator the obligations arising from the agreement as acknowledges estate debt.

Article 12: Confidentiality

1. Rental agent will all be from Client in the context of this assignment information provided to the Letting Agent is confidential to the extent that this can reasonably be assumed by the Rental Agent needed.

2. The Client is prohibited from providing information about this assignment van Aanhuurmakelaar, to pass on to third parties, under penalty of compensation for all damage that this will cause for the Letting Agent.

Article 13: Competent court, applicable law

1. The contract concluded between the Letting Agent and the Client only Dutch law applies. The disputes arising from this agreement will also be governed by Dutch law settled.

2. Any disputes will be settled by the competent Dutch Judge, albeit that Rental Agent, as far as the law is not there Compulsory opposition, the power is vested in a case before the competent court in the place where the Letting Agent is established.