



General Conditions

Article 1 Applicability

These Mediation Terms and Conditions apply to all offers and to all mediation assignments, as well as the resulting additional mediation agreement(s) and agreements between iRent 020 and the home seeker, hereinafter referred to as 'Client'.

Article 2 Definitions

2.1. iRent 020: A housing agency registered with the Amsterdam Chamber of Commerce under number: 74273353 to be referred to under web address: <https://irent020.nl>, hereinafter referred to as 'Broker'.

2.2. Home seeker: Any natural or legal person who instructs the Estate Agent to mediate in the search for accommodation that does not belong to the Estate Agent's portfolio.

2.3 Mediation is understood to mean: the best efforts obligation of the Broker aimed at bringing the Client into contact with potential landlord(s) in return for payment of an intermediary fee (brokerage), so that the Client concludes a rental agreement with a landlord of a residential property, which includes the assistance by the Broker during a viewing(s) of one or more residential accommodation(s) as referred to in Article 7:425 of the Dutch Civil Code.

2.4 Brokerage fee or commission is understood to mean the consideration owed by the Client to the Broker for its mediation work.

2.5 Provisions that deviate from these general terms and conditions of mediation are only part of the agreement concluded between the parties if and insofar as the parties have expressly agreed to this in writing.

2.6 In these general terms and conditions, 'in writing' is also understood to mean: by email, by fax or any other method of communication that can be equated with this in view of the state of the art and the prevailing views in society.

2.7 The written advice, documents, (valuation) reports, investigations, etc. to be produced by the Broker or provided by the Client will be referred to below as 'the documents'. 'The documents' are understood to mean written documents and works recorded on other media, such as on computer disks, on USB sticks or any other data carrier. All this, unless the parties have expressly agreed otherwise in writing.

2.8 The Broker reserves the right to change the general terms and conditions of the broker in the event of changed regulations.

2.9 The fact that for whatever reason a provision of (part of) a provision of these general terms and conditions of mediation does not apply does not affect the applicability of the other provisions.

Article 3 Agreements, assignments

3.1 Verbal agreements will only bind the Broker after they have been confirmed in writing by the Broker or as soon as the Broker has commenced the execution acts with the consent of the Client.

3.2 Additions or amendments to the general terms and conditions of intermediary or otherwise amendments or additions to the agreement will only become binding after written confirmation by the Broker.

Article 4 Obligations of the Client, liability of commission

4.1 The Client must ensure that any information required for the execution of the agreement is made available to the Broker in a timely manner and in the form desired by the Broker.

4.2 The Client will cooperate in all respects with the proper execution of the mediation agreement by both parties. The Client shall not do anything and/or fail to do anything that hinders or may impede the proper execution of this agreement.

4.3 If the Client and/or its relations appear to be living in a living space, from which the Client has obtained the details from the Broker, the Client will owe the brokerage fee to the broker, regardless of whether the rental agreement has been concluded through the broker's mediation

4.4 If, for whatever reason, the Client does not live in the property for which a rental agreement has been concluded through the mediation of the Estate Agent, or if the lease for this property is terminated, annulled or dissolved, the Client remains obliged to pay the commission and the Client is not entitled to a full or partial refund thereof.

4.5 If, after giving an agreement for the rental of a living space, the Client no longer wishes to rent the living space, for reasons that are not attributable to the Broker, the Client is obliged to pay the Broker an amount equal to the commission that the Client would have owed to the Broker if a rental agreement had been definitively concluded with the landlord in question. In addition, the Client is obliged to indemnify the Estate Agent against any damage suffered by the landlord in question.

4.6 If the obligations referred to in this article have not been fulfilled in a timely manner, the Broker is entitled to suspend the execution of the agreement until the Client has fulfilled these obligations. The costs associated with the delay incurred or the costs of

performing additional work or the other consequences arising therefrom are at the expense and risk of the Client.

4.7 If Client requests iRent 020 to submit a rental proposal to a third party, actually has it submitted by iRent 020 to a third party and after agreement - for a reason not attributable to iRent 020 - cancels an object, Client will owe an amount of €1,000.00 excluding 21% VAT.

Article 5 Personal data

The Client's personal data will be included in the administration of the broker. The broker does not provide any data to third parties without the Client's permission. The registered data will only be used by the Broker for the purpose of the execution of agreements it has concluded with the Client.

Article 6 Progress, execution of the assignment/agreement

6.1 The Broker is obliged to carry out the assignment/agreement in an expert, careful manner and in accordance with the standards applicable in its industry.

6.2 The Broker cannot be obliged to start the execution of the work until all the necessary information is in its possession.

Article 7 Duration of agreement, best efforts obligation broker

7.1 An agreement for mediation runs for an indefinite period of time, unless otherwise agreed in writing.

7.2 The Broker will make every effort to the best of its ability and knowledge to achieve the result desired or intended by the Client. This is at all times an obligation of the estate agent to the best of his ability and not an obligation to achieve a result. If the aforementioned result does not materialize, this does not relieve the Client of its obligations towards the Broker, with the exception of any obligations that are explicitly linked by the parties to achieving the intended result.

Article 8 Termination and termination of the mediation agreement

8.1 Unless otherwise agreed and without prejudice to the other provisions of these general mediation conditions, the mediation agreement ends by, among other things:

- a. fulfilment of the agreement by the Broker;
- b. termination by the Client;
- c. termination by the Broker.

8.2 The agreement is fulfilled as soon as the intended result has been achieved.

8.3 The Client and the Broker are entitled to terminate this agreement at any time.

8.4 The parties cannot derive any right to compensation from the termination of the agreement by termination, unless the termination is due to the failure of the other party to comply with one or more obligations.

Article 9 Mediation fee

9.1 The home seeker instructs the estate agent to find a living space that largely or entirely meets the specified selection preferences. De Makelaar works in accordance with the 'No Cure No Pay' principle. After finding suitable accommodation for the home seeker, the home seeker owes the estate agent a mediation fee (equal to one and a half months' rent, excluding VAT) if the estate agent concludes a rental agreement through its mediation. These agency fees must be paid before the keys to the rented property are handed over.

9.2 If the amount due is not paid within the payment term, a reminder will be sent. If the claim is not paid no later than 7 days after the first reminder, a second reminder will be sent. With the second reminder, the home seeker owes a contractual interest on the invoice amount equal to the statutory interest. If the claim is not paid no later than 7 days after the second reminder, the home seeker will owe the Real Estate Agent extrajudicial collection costs of 15% of the invoice amount with a minimum of €250,-. If no payment has yet been received, the home seeker is liable for the costs that the Estate Agent has to incur to collect her claim.

9.3 The home seeker owes the Estate Agent the full commission if it appears that the home seeker has subsequently accepted the accommodation that had previously been offered to the home seeker by the Estate Agent without the knowledge of the Estate Agent and he has refused.

9.4 If the home seeker instructs the Estate Agent to mediate in finding a home, the home seeker is obliged to have a rental agreement with a home provider concluded through the mediation of the Estate Agent. If the rental agreement is concluded in a different way, the home seeker will owe the Estate Agent a penalty of one month's rent including VAT.

9.5 The home seeker must have complied with the following requirements before the accommodation is made available to him:

- the rental agreement must be signed by all parties;
- the home seeker has paid the rent and deposit due;
- the home seeker has paid the brokerage fee to the estate agent.

9.6 The parties cannot derive any right to compensation from the termination of the agreement by termination, unless the termination is due to the failure of the other party to fulfil one or more obligations.

Article 10 Liability

10.1 If the Broker mediates in the establishment of a rental agreement between the landlord and the tenant, the Broker is never a party to the rental agreement and he is not liable for the content and execution of the rental agreement. The Estate Agent is in no way liable for the damage suffered by the Client as a result of the situation that the rent and/or the agreed service (costs) and/or the additional fees, whether or not one-off, are not in accordance with the law.

10.2 The Broker discharges its duties as may be expected of a company in its industry, but does not accept any liability for damage, including consequential damage, trading loss, loss of profit and/or stagnation damage, resulting from acts or omissions of the Broker, its staff or third parties engaged by it.

10.3 The Broker is not liable for damage suffered by the Client as a result of acts or omissions thereof by the other party to the rental agreement concluded through the broker.

10.4 The limitations of liability included in this article do not apply if the damage is due to intent and/or deliberate recklessness on the part of the Broker.

10.5 Without prejudice to the provisions of the other paragraphs of this article, the liability is at all times limited to the amount of the payment to be provided by the insurer of the Broker in the case in question, insofar as the Broker is insured for this.

10.6 If the Broker is not insured as referred to in the previous paragraph, the liability of the Broker is at all times limited to twice the amount of the commission charged and/or to be charged by the Broker to the Client for its work and/or services.

10.7 The Estate Agent is not liable for the consequences of any damage and/or defects to the property that is present at the time of acceptance of the property by the Client. It is up to the Client to check the property for any damage and/or defects and, if necessary, to address the landlord about this.

Article 11 Competent court, applicable law

11.1 The agreement concluded between the Estate Agent and the Client is exclusively governed by Dutch law. The disputes arising from this agreement will also be settled under Dutch law.

11.2 Any disputes will be settled by the competent Dutch court, although Broker, insofar as the law does not mandatorily oppose this, has the authority to bring a case before the competent court in the place where Broker is established.