SSH Terms & Conditions pertaining to the Rental Contract for Exchange Students at Utrecht University 2019 - 2020

Both the SSH and the tenant must conform to what is prescribed by the law. Moreover, the SSH and the tenant hereby make additional agreements through these terms & conditions.

**Article 1**
1. All agreements that we make apply to both the accommodation named in the rental contract and the communal spaces.
2. You may only use the accommodation that is specified in the rental contract.
3. All residents of a housing unit may simultaneously use the communal spaces, and must respect the rights of other residents while doing so.

**RESERVATION CONDITIONS**

**Article 2**
1.1 Exchange Students are international students who have applied to temporarily take courses at Utrecht University with the intention of having their results recognized by their home universities, and who do not yet live in the Netherlands.
1.2 Students have to register online via www.sshxl.nl/en. Correct registration is always the students' responsibility.
2.3 Applications may only be submitted for the following prescribed fixed period of time;
   - semester I: 27 August 2019 - 31 January 2020
   - semester II: 1 February 2020 - 30 June 2020
2.4. Reservations only become definite once a Reservation Confirmed Email has been sent by SSH. This email is sent after the complete down payment has been received by SSH and the student has agreed to the rental contract plus the pertaining Terms & Conditions. SSH maintains the right to deviate from the confirmed reserved accommodation and to reserve another accommodation at the same location similar in rental cost.
2.5. The down payment consists of the non-refundable reservation fee of €77,50, the one-off tax fee (9% of the total rent amount during the rental period), the one-off cleaning costs as specified on the reservation page (cleaning upon departure) plus the rent according to the following schedule;

<table>
<thead>
<tr>
<th>Rental Period</th>
<th>Down payment Rent</th>
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2.6. The complete down payment must be paid by Visa or MasterCard within 24 hours after making the online reservation
2.7. Students may cancel their reservation until four weeks prior to the intended start of the rental period. Cancellation can be requested by email. Cancellation of a reservation is valid after the SSH has confirmed the cancellation by email. Students with a confirmed timely cancellation request will be refunded the down payment minus the reservation fee of €77,50 and minus the cancellation fee of €75.
2.8. If students cancel their reservation within four weeks prior to the intended start of the rental period, or if students fail to show after the rental period has started, the rental contract will be terminated and the student will not be refunded the down payment, irrespective of the reason(s) for cancellation.

**DELIVERANCE AND TAKING POSSESSION**

**Article 3**
3.1. You will have 5 working days after collecting the keys to report anything that might be defective or inventory that might be missing.
3.2. If you report any defects of missing items within 5 working days, we will not hold you responsible for these defects or missing items.
3.3. If you do not report defects or missing items, we will assume that you have found the accommodation in good condition.

**RENTAL PRICE AND ADDITIONAL COSTS**

**Article 4**
4.1. The SSH divides the cost of supplies and services between all of the tenants in the complex in which the accommodation is located.
4.2. If an accommodation in the complex or building is unoccupied, the SSH will pass on the service costs proportionally, according to legal guidelines.

**TENANT’S OBLIGATIONS**

**Article 5**
The monthly rent payments will be direct-debited from the bank account number as registered on the registration form. Only applicable to students from SEPA countries*. You can also pay your rent via your secure payment environment on your personal MySSH page. Your rent must be made payable to SSH, before the first day of each month.

**Article 6**
6.1. You may not grow, dry or cut hemp or similar plants in the rental space. You also may not make, process, sell, deal in, or have any substances that fall under the Opium Law in the rental space, or conduct other activities that are punishable under the Opium Law. The SSH will annul the rental contract if you act contrary to this stipulation.
6.2. Unless the SSH has given written permission in advance, you may not use the rental space for business or commercial activities. The SSH will annul the rental contract if you act contrary to this stipulation.
6.3. You will conduct yourself as a good tenant and use the rental space for the purpose specified in the rental contract.
6.4. You will not cause any trouble or nuisance. You are also liable for any trouble or nuisance caused by other people who are in the rental space. The SSH will annul the rental contract if you act contrary to this stipulation.

We consider trouble or nuisance to include in any case:
- loud noise;
- verbal or physical threats, intimidating other residents or people who are in the building or on the grounds of the complex;
- throwing things out of the rental space to the ground, no matter how small;
- destroying, stealing or using without permission the possessions/inventory of other residents or the SSH;
- causing damage to parts of the communal spaces, in the residential building and in facilities on the grounds of the complex;
- illegitimate use or abuse of the fire extinguishing equipment and fire prevention facilities in the residential building. If you act contrary to this stipulation, you will have to pay a fine of €200 each time, excluding cleaning costs;
- storing or keeping combustible, explosive or other dangerous substances in the rental space, the building or on the grounds;
- keeping objects or garbage in places that serve as escape routes.
6.5. You must actually live in the accommodation during the rental period and have it as your main residence. The burden of proof is on you.
6.6. You are not permitted to live in the rental unit with more people than for which it is intended, according to the rental contract.
6.7. With the exception of emergencies, you may not go on the roof, the fire escapes or into the furnace areas, nor may you give others the opportunity to do so. You must adhere to the safety regulations prescribed by the fire department. Gardens, balconies, galleries, communal spaces and places that serve as escape routes must not be used as shelters or storage spaces for possessions or garbage.
6.8. If you act contrary to the stipulation in article 6.7, you will be fined €50 each time you do so. Moreover, any objects that have been placed on galleries, balconies, in gardens, hallways or in places that serve as escape routes can be removed by the SSH and taken away to be destroyed at your expense. You cannot demand compensation for the value of these objects.

**Article 7**
7.1. The SSH will fix all visible and invisible defects which may obstruct or seriously hamper the use of the rented room/apartment. The SSH will perform all the maintenance that may be necessary during the rental period.
7.2. The tenant is not permitted to:
- whitewash or paint or wallpaper
- carry out any small maintenance to either fastenings, locks or to the electricity
- carry out maintenance to the water supply or its facilities
- replace broken windows unblock the kitchen sink or drain pipes
- drill holes
- apply posters or stickers on the wallpaper
• do any other maintenance work

7.3. You are obliged to immediately report to the SSH any defects that the SSH must repair.

Article 8
Along with the other tenants, you are severally liable for all damages that are incurred to the communal spaces during the rental period, unless you can show that you have not been remiss in meeting your responsibilities. In the case of damage, the SSH will charge each liable person €50 administration costs on top of the costs for repair.

Article 9
Upon request, you will give the SSH or one of its authorized representatives the opportunity to perform maintenance, to check the accommodation for technical or other defects and for the observance of regulations, such as for instance fire safety measures.

Article 10
You are not permitted to keep pets.

Article 11
You are not permitted to smoke in the rental unit, nor the communal areas.

Article 12
You are not permitted to sublet the accommodation to a third party.

TERMINATING THE CONTRACT
Article 13
13.1. You can terminate the rental contract on the first day of the month, subject to a notice period of one calendar month.
13.2. Termination can be done by email. A termination is valid after the SSH has confirmed the termination in writing or by email.

DELIVERY
Article 14
14.1. When the contract has ended, you will deliver the accommodation to the SSH in good condition, this also applies to the inventory placed by SSH. The accommodation as well as the inventory must be cleaned by you. Any inventory of your own must be removed.
14.2. If you do not leave the accommodation behind in a good state, the SSH may carry out the necessary repair work without further warning and charge you for the cost of those repairs. If the unit is unoccupied due to such work, the SSH will charge you for the loss of rental income.
14.3. When the rental contract is terminated, you have left the accommodation, or the unit has been evacuated by order of a judge, the SSH assumes that you have forsaken all objects that have been left in the rental space. The SSH may have these objects removed and taken away to be destroyed at your expense, without your having a right to compensation. The SSH is not obliged to hold the things you have left behind in custody for you. If the SSH or an agency does hold your goods in custody, the cost will be passed on to you.

Article 15
Not later than 10.00 a.m. on the day which the rental contract ends, you will hand over all keys to the SSH or one of its authorized representatives.

INTERNET USE
Article 16
Internet protocol and conditions for use apply to the Internet offered by the SSH. This protocol and the conditions for use can be found on the SSH website.
CONTACT INFORMATION

Article 17
17.1. When you change your contact information, report the changes to the SSH through your personal page on the SSH website.
17.2. Starting from the first day of the rental contract, the SSH considers the address of the rental accommodation to be your only proper address. As long as you have not indicated any change through your personal page, the SSH considers the email address that was known at the time of signing the contract to be your only proper email address.

REGISTRATION OF PERSONAL INFORMATION

Article 18
If the SSH manages the rental unit for a third party, the SSH may pass the tenant’s personal and income information on to this party.

DEFAULT

Article 19
When either the SSH or you fail to live up to the obligations of the contract, to these regulations or to the law, that party is in default. If this concerns a payment obligation, you will owe the legally determined interest on that amount as of the day that it was due. In addition, you must reimburse us for the collection expenses. We follow legal guidelines in determining that amount.

* List of countries and territories which are part of the jurisdictional scope of the SEPA Schemes;
Åland Islands, Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Réunion, Romania, Saint Barthélemy, Saint Martin (French part), Saint Pierre and Miquelon, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom