
GENERAL TERMS AND CONDITIONS OF

First Class Housing VOF

Amsterdamseweg 177, 1182 GV Amstelveen

Registered at the Chamber of Commerce under number 52482154

Article 1: Applicability, definitions

1. These terms and conditions apply to all offers and all contracts which First Class Housing VOF, henceforth 'First Class Housing', concludes with its clients, henceforth 'counterparty'.
2. If in the following a stipulation specifically governs a situation in which the counterparty is a natural person who is not acting in the capacity of a profession or company, this person will be referred to as 'the consumer'.
3. Stipulations which deviate from these general terms and conditions only form part of the contract concluded between the parties if and insofar as the parties expressly agree this in writing.
4. In these general terms and conditions, 'in writing' is also taken to mean: by E-mail, fax or any other means of communication in view of the available technology and applicable notions which may be equated to this within social intercourse.
5. The written recommendations, documents, valuations and reports, studies etc. to be produced by First Class Housing or furnished by the counterparty will be referred to in the following as 'the documents'. 'The documents' are taken to mean written documents and other works held on other media, such as on computer hard drives, memory sticks or any other type of data carrier. The aforementioned applies unless the parties have expressly agreed otherwise in writing.
6. The non-applicability, for whatever reason, of (part of) a stipulation of these general terms and conditions does not alter the applicability of the other stipulations.
7. If First Class Housing does not demand compliance from the counterparty with due dispatch, this does not alter First Class Housing's entitlement to compliance.
8. The counterparty may not appeal to the general terms and conditions not having been handed over if First Class Housing had already handed over these general terms and conditions during another transaction.
9. First Class Housing retains the right to amend its general terms and conditions in the case of amendments to laws and legislation.

Article 2: Contracts, assignments

1. First Class Housing is only bound by oral agreements once they have been confirmed in writing by First Class Housing or as soon as First Class Housing has initiated activities with the consent of the counterparty.
2. Written assignments from the counterparty must be accompanied by a clear description of the services to be rendered.
3. Any amendments to the execution of the assignment demanded by the counterparty after the assignment has been issued, more detailed instructions and any other communications regarding the assignment must be provided to First Class Housing by the counterparty in good time and in writing. The aforementioned applies unless the parties have expressly agreed otherwise in writing.
4. Any amendments of any kind by or on behalf of the counterparty to the original assignment which could result in higher costs than could have been taken into account when the quotation was made and/or the assignment confirmed will be charged to the counterparty as additional costs.
5. Any additions or amendments to the general terms and conditions or any other amendments or additions to the contract are only binding following written confirmation by First Class Housing.

Article 3: Offers, quotations

1. All First Class Housing offers, quotations, price or tariff lists etc. are free of obligation unless they contain a deadline for acceptance. If a quotation or offer contains an offer which is free of obligation and this offer is accepted by the counterparty, then First Class Housing is entitled to revoke the offer within two working days of receipt of the acceptance.
2. If the counterparty does not accept an offer or quotation, he/she is obliged to return all the documents furnished when the offer or quotation was made to First Class Housing on First Class Housing's first request.
3. Prices or tariffs in quotations are based on the data provided by the counterparty in advance. If these data are later changed, this may have consequences for the prices or tariffs.
4. If acceptance by the counterparty deviates from the offer, then First Class Housing is not bound by this. No contract has been deemed to have been established in this case unless the parties have expressly agreed otherwise in writing.
5. A composite quotation does not oblige First Class Housing to deliver some of the documents and/or services included in the offer or quotation or to execute some of the activities included in this offer or quotation for a proportionate part of the price.
6. Any examples of documents shown and/or furnished as well as other information in brochures, promotional material and/or on the First Class Housing website are as accurate as possible, but are only valid as an indication. No rights may be derived from these unless the parties have expressly agreed otherwise in writing.
7. The examples named in the previous paragraph remain the property of First Class Housing at all times and must be returned to First Class Housing on its first request unless the parties have expressly agreed otherwise in writing.

Article 4: Use of third parties

If and insofar as the proper execution of the contract requires this, First Class Housing is entitled to have specific tasks or deliveries executed by third parties. The aforementioned is at the discretion of First Class Housing.

Article 5: Obligations of the counterparty

1. The counterparty must ensure that:
 - a. any data required for the execution of the contract are made available to First Class Housing in good time and in the format required by First Class Housing;
 - b. at the times agreed in advance First Class Housing is given access to the location which First Class Housing needs to view or inspect within the framework of executing the contract;
 - c. information carriers, electronic files, software etc. furnished to First Class Housing by the counterparty are free from viruses and/or defects.
2. The counterparty ensures that the data to be furnished are correct and complete. The counterparty indemnifies First Class Housing from any consequences arising from incorrect and/or incomplete data.
3. The counterparty will inform First Class Housing of any developments which are or may be relevant to the execution of the contract and the possible conclusion of any additional and/or new contracts.
4. If the obligations named in this article are not fulfilled in good time, First Class Housing is entitled to suspend execution of the contract until such time as the counterparty has fulfilled these obligations. Any costs relating to any incurred delay or costs for executing additional tasks or any other consequences arising from these are for the account and risk of the counterparty.
5. The counterparty must make his/her own arrangements with: mortgage lenders, the Tax and Customs Administration, municipal councils etc. and is liable for any arrangements of whatever kind with these and other parties which may arise from the agreement concluded between the landlord and tenant. The counterparty indemnifies First Class Housing from such arrangements.

Article 6: Personal details

The personal details of the counterparty are inputted into First Class Housing's administrative system. First Class Housing will not pass on any details to third parties without the permission of the counterparty. The registered data are used exclusively by First Class Housing to execute the contracts concluded between First Class Housing and the counterparty.

Article 7: Delivery, delivery deadlines

1. Any indicated deadlines within which First Class Housing is supposed to execute its tasks or deliver the documents and/or services can never be viewed as statutory limits unless the parties have expressly agreed otherwise in writing. If First Class Housing fails to fulfil its obligations arising from the contract or fails to do so in good time, it must be notified of being in default in writing.
2. The risk relating to the delivered documents is transferred to the counterparty at the moment of delivery. Within the framework of these general terms and conditions, delivery is taken to mean: the moment at which the documents to be delivered are actually made available to the counterparty.
3. If it proves impossible to deliver the documents or services to the counterparty or to execute the agreed tasks, First Class Housing retains the right to store the documents at the counterparty's risk. Following storage, a deadline of one month applies in which the counterparty must give First Class Housing the opportunity to deliver the documents or services or to execute the agreed tasks. The aforementioned applies unless First Class Housing has expressly set a different deadline.
4. If the counterparty continues to default on his/her obligations even after the elapse of the deadline stipulated in paragraph 3 of this article, the counterparty is in default and First Class Housing is entitled to dissolve the contract in its entirety or in part, in writing and with immediate effect, without prior notification of default being required, without recourse to the law courts and without any compensation, costs or interest being owed. First Class Housing is then entitled to destroy the documents already produced.
5. The aforementioned does not alter the obligation of the counterparty to pay the agreed or required or due sum as well as any costs.
6. If the execution of the contract needs to be accelerated, overtime and/or any additional incurred costs may be charged.
7. First Class Housing is entitled – with respect to the counterparty's fulfilment of his/her financial obligations – to demand prior payment or security from the counterparty before delivery or before starting the tasks to be executed.

Article 8: Progress, execution of the contract

1. First Class Housing is obliged to execute the contract in an expert, diligent manner and in line with market practice.
2. First Class Housing cannot be obliged to start delivery of the documents and/or services or execution of the tasks until all the required data are in its possession and it has received any agreed (advance) payments. Any delay to this will result in the indicated delivery deadlines being adjusted accordingly.
3. In the event that tasks or deliveries cannot be conducted normally or without interruption due to circumstances beyond the control of First Class Housing, e.g. due to the counterparty not making available all data in full, First Class Housing is entitled to charge the counterparty for any costs arising from this.
4. If, during the execution of the contract, the contract proves to be unworkable, whether as a result of circumstances unknown to First Class Housing, or due to whatever kind of force majeure, First Class Housing will consult with the counterparty on amending the contract such that it can be executed. In doing so, First Class Housing will inform the counterparty of any consequences for the agreed prices or tariffs and/or the agreed delivery deadlines.

The aforementioned applies except in the event that execution of the contract will never be possible due to unknown circumstances or force majeure. First Class Housing is in this case always entitled to full payment for any tasks or deliveries it has already executed.

5. All costs incurred by First Class Housing at the request of the counterparty are entirely for the account of the latter unless the parties have expressly agreed otherwise in writing.

Article 9: Mediation

1. A contract governing mediation is for an indefinite period unless expressly agreed otherwise in writing.
2. First Class Housing will do its utmost to achieve the result desired or intended by the counterparty, yet at all times this involves solely an obligation of First Class Housing to make an effort and not an obligation to provide a result. If the aforementioned result does not materialise, this does not relieve the counterparty of his/her obligations towards First Class Housing, with the exception of any obligations which the parties have expressly linked to achieving the intended result.

Article 10: Termination of contract governing mediation

1. Unless otherwise agreed and without prejudice to the stipulations in article 18 of these general terms and conditions, the contract governing mediation is terminated, among other things, by:
 - a. fulfilment of the contract by First Class Housing;
 - b. termination by the counterparty;
 - c. termination by First Class Housing.
2. The contract is fulfilled as soon as the intended result is achieved.
3. First Class Housing is entitled to terminate the contract with immediate effect by means of a registered letter if, among other things but not exclusively:
 - a) the counterparty acts contrary to any stipulations in the contract, the general terms and conditions or any other contracts of any kind concluded between First Class Housing and the counterparty, without prejudice to First Class Housing's entitlement to full compensation or compliance;
 - b) in the event of bankruptcy, (temporary) suspension of payment, a mutual agreement between creditors or the counterparty being declared subject to the debt rescheduling scheme for natural persons;
 - c) in the opinion of First Class Housing, the relationship between First Class Housing and the counterparty has been severely disrupted;
 - d) the counterparty has been severely comprised commercially;
 - e) the counterparty moves outside the Netherlands and this creates insurmountable difficulties for First Class Housing;
 - f) on entering into the contract the counterparty proves to have furnished First Class Housing with incorrect data which are of such a nature that, if First Class Housing had been aware of these data, the contract would not have been concluded or not under the same terms and conditions;
 - g) there are other circumstances which in the opinion of First Class Housing are contrary to the continuation of the contract.
4. Termination of the contract does not alter the counterparty's obligation to payment.
5. In the event of termination by First Class Housing, First Class Housing is entitled to payment by the counterparty of any costs incurred thus far unless expressly agreed otherwise in writing.

Article 11: Fees, costs and expenses

1. If, between the date of conclusion of the contract and execution of the contract, any amendments are made by the government and/or trade organisations to wages, conditions of employment or social insurances etc., First Class Housing is entitled to pass on the increments to the counterparty. If, between the aforementioned dates, a new price or tariff list comes into effect for First Class Housing or any third parties used by it, then First Class Housing is entitled to charge the counterparty the prices or tariffs it lists.
2. For the contract concluded with the consumer, any price increments may be passed on or charged three months after the establishment of the contract. In the case of price increments within a period shorter than three months, the consumer is entitled to dissolve the contract.

Article 12: Claims and complaints

1. The counterparty is obliged to check the documents immediately on receiving them. Any visible errors or omissions must be reported to First Class Housing no later than within two working days of receipt of the documents, followed by confirmation in writing.
2. Any other claims – including complaints relating to the tasks executed or services rendered – need to be reported to First Class Housing by registered letter immediately after their discovery. Any consequences arising from not immediately reporting these are for the risk of the counterparty. The claims or complaints must in any case be reported to First Class Housing within one month of delivery of the services or termination of tasks.
3. If the abovementioned claims or complaints are not made known to First Class Housing within the indicated deadlines, the documents or services will be deemed to have been delivered in line with the contract or the tasks will be deemed to have been executed correctly.
4. First Class Housing must be given the opportunity to investigate any complaints made.
5. In drawing up the documents, First Class Housing has creative and intellectual freedom to reach certain conclusions based on its own insights, methods and interpretations. No claims may be made against these.
6. If recalculation or amendment is required, other than stipulated in paragraph 6 of article 12, this is only for the account and risk of First Class Housing if First Class Housing has given its express written approval in advance.
7. In the event of legitimate claims, compensation will be settled in accordance with the stipulations in article 13 of these terms and conditions.

Article 13: Liability and guarantees

1. If First Class Housing mediates on the establishment of a contract between a landlord and a tenant, it is never a party to it and cannot be held liable for the content and execution of the tenancy agreement. First Class Housing cannot be held liable if the rent and/or agreed service (costs) and/or additional payments, one-off or otherwise, are contrary to the legal rules governing (rent) regulation.
2. First Class Housing performs its tasks as may be expected of any company in its profession, but accepts no liability for any damage or loss, including resulting loss, trading loss, loss of profit and/or stagnation loss, which arises from actions or omissions by First Class Housing, its employees or any third parties it uses. This is only otherwise if and insofar as mandatory legal stipulations are contrary to this.
3. The First Class Housing website (www.firstclasshousing.nl) is aimed at providing information to visitors to the website. The content of this website has been compiled with the greatest possible diligence, but no rights or claims may be derived from its content.
4. First Class Housing cannot be held liable for any loss suffered by the counterparty arising from actions or omissions of the other party in the tenancy agreement established by First Class Housing's mediation.
5. The restrictions named in this article relating to liability do not apply if the loss can be attributed to design and/or deliberate recklessness by First Class Housing, its senior management and/or its managers.
6. Without prejudice to the stipulations in the other paragraphs of this article, liability is at all times restricted to the sum to be paid by First Class Housing's insurer in the case in question, insofar as First Class Housing is insured for this.
7. If First Class Housing is not insured as stipulated in article 13 paragraph 6, First Class Housing's liability is at all times restricted to the amount already charged and/or to be charged to the counterparty by First Class Housing for its tasks and/or services during a maximum of one year.
8. In the event of non-timely and/or incomplete delivery of data by the counterparty, First Class Housing cannot be held liable for the non-timely and incomplete processing of the data, or for any consequences for the counterparty arising from this.
9. If the delivered documents contain visible errors, omissions etc. which must have been present at the time of delivery, First Class Housing pledges to restore or replace the documents, at its discretion, free of charge.
10. The counterparty cedes all rights towards First Class Housing, may be held liable for any loss and indemnifies First Class Housing against any claim by third parties for compensation if and insofar as:
 - a. the reported loss arises from inexpert use and/or use by the counterparty contrary to the instructions and recommendations of First Class Housing of the documents or services rendered;
 - b. the reported loss arises from the counterparty otherwise not acting in line with the instructions and/or recommendations of First Class Housing;
 - c. the reported loss arises from errors, omissions and/or inaccuracies in data, information carriers etc. which were furnished and/or prescribed to First Class Housing by or on behalf of the counterparty (including recommendations, documents etc. from third parties) and First Class Housing has based and/or executed the services to be provided on this information.
11. Any claim against First Class Housing expires and becomes invalid 12 months after the injured party was or ought to have been aware of the damage or injury.

Article 14: Payment

1. Unless otherwise agreed, the counterparty must pay the full amount owed to First Class Housing within 14 days of the date on the invoice. This term is a statutory limit. In the case of non-timely payment:
 - a. the counterparty will owe First Class Housing interest of 2% per month, to be calculated cumulatively over the principal. Sections of a month will be viewed as a full month;
 - b. after being sent a reminder to this effect by First Class Housing, with respect to non-legal costs the counterparty will owe at least 15% of the principal and interest at a minimum of €150;
2. The full sum owed to First Class Housing by the counterparty will be paid on time without any appeals for discounts, postponements, off-setting or cancellation of the sum.
3. At the discretion of First Class Housing, in the aforementioned or similar circumstances, the contract may be partly or fully dissolved without any notice of default being required or legal intervention, whether or not combined with a demand for compensation.
4. If the counterparty does not fulfil his/her payment obligations in good time, First Class Housing is entitled to suspend fulfilment of the obligations towards the counterparty it has entered into with respect to delivery or the execution of tasks until payment has been made or appropriate security has been established. The same applies prior to the moment at which the counterparty is in default if First Class Housing may reasonably presume that there is reason to doubt the counterparty's creditworthiness.
5. Any payments made by the counterparty will always contribute to the settlement of all interest and costs due and subsequently cover settlement of the payable invoices which have been unpaid for longest, unless the counterparty expressly states in writing on payment that the payment relates to a later invoice.
6. If, for whatever reason, the counterparty has one or more counterclaim against First Class Housing, then the counterparty cedes the right to off-set sums. The aforementioned cession from the entitlement to off-set sums also applies if the counterparty requests (temporary) suspension of payment or is declared bankrupt.

Article 15: Intellectual property rights

1. First Class Housing is and remains rightful claimant to all the intellectual property rights attached or related or belonging to the documents produced by First Class Housing. The aforementioned applies unless the parties have expressly agreed otherwise in writing.

2. First Class Housing retains the express and exclusive right to exercise the rights listed in the previous paragraph of this article – including the publication or transfer of data – both during and after termination of execution of the contract. The counterparty is in any case prohibited from copying or duplicating the documents, issuing them to third parties or allowing third parties to inspect them without the express permission of First Class Housing. Downloading or copying information from the First Class Housing website is also prohibited without its prior written permission.
3. In furnishing First Class Housing with data, the counterparty declares that there is no violation of copyright or any other type of intellectual property belonging to third parties and he/she indemnifies First Class Housing within and outside the law from any consequences, financial or otherwise, which could arise from this.

Article 16: Bankruptcy, incapacity to dispose of property etc.

1. Without prejudice to the stipulations in the other articles of these terms and conditions, the contract concluded between the counterparty and First Class Housing will be dissolved, without recourse to the courts and without any notice of default being required, at the moment at which the counterparty:
 - a. is declared bankrupt;
 - b. applies for (temporary) suspension of payments;
 - c. is issued with seizure under a warrant of execution;
 - d. is placed under legal restraint or an administration order;
 - e. otherwise loses the capacity to dispose of property or to contract relating to all or some of his/her assets.
2. The stipulation in paragraph 1 of this article applies unless the trustee or administrator recognises the obligations arising from the contract as debt of the estate.

Article 17: Force majeure

1. In the event of force majeure, First Class Housing is entitled to dissolve the contract or to suspend fulfilment of its obligations towards the counterparty for a reasonable period of time without being obliged to pay any compensation.
2. Within the framework of these terms and conditions, force majeure is taken to mean: a non-liable shortcoming on the part of First Class Housing, of the third parties it uses or suppliers or any other important reason on the part of First Class Housing.
3. In the event of force majeure when the contract has been executed in part, the counterparty is bound to fulfil his obligations towards First Class Housing up to that moment.
4. The conditions under which force majeure applies are taken to mean: wars, insurrections, mobilisation, domestic and foreign riots, government restrictions, labour strikes and exclusion by employees or the threat of such circumstances, disruption to the currency rates applicable at the time the contract was entered into, disruption to business operations due to fire, server, internet or power failures, natural phenomena and/or adverse weather conditions.

Article 18: Dissolution, cancellation, termination

1. a. The counterparty cedes all rights to dissolve the contract ex article 6:265 and following of the Civil Code or other legal stipulations, unless mandatory legal stipulations are contrary to this. The aforementioned applies on condition of the right to cancel or terminate the contract by virtue of the relevant article.
 - b. The stipulation in sub a. of this paragraph does not apply to the contract with the consumer.
2. Within the framework of these general terms and conditions, cancellation is taken to mean: termination of the contract by one of the parties prior to commencement of the execution of the contract.
3. Within the framework of this contract, termination is taken to mean: termination of the contract by one of the parties after commencement of the execution of the contract.
4. The counterparty may be held liable towards third parties for any consequences arising from the cancellation or termination and indemnifies First Class Housing against these.
5. Any sums already paid by the counterparty are non-refundable unless expressly otherwise agreed in writing.

Article 19: Applicable law, competent judge

1. The contract concluded between First Class Housing and the counterparty is subject exclusively to Dutch law. Any disputes arising from this contract will also be decided under Dutch law.
2. Any disputes will be decided by the competent Dutch judge, although First Class Housing, insofar as the law does not dictate otherwise, is awarded the power to bring a case before the competent judge of the courts in the place in which First Class Housing is domiciled.
3. With respect to any disputes with the consumer, within one month of First Class Housing informing the consumer that the case will be brought before the courts in First Class Housing's place of domicile, the consumer may inform First Class Housing that he/she opts for settlement of the dispute by the competent judge.
4. With respect to disputes arising from a contract concluded with a counterparty domiciled outside the Netherlands, First Class Housing is entitled to act in accordance with the stipulations of paragraph 2 of this article or – at its discretion – to bring the case before the competent judge of the courts in the country or state in which the counterparty is domiciled.

(February 2018 version)

In the case of any discrepancies between the original Dutch version and this English translation, the Dutch version will prevail.