

Terms & Conditions Client

Article 1 Implementation

These Terms & Conditions are applicable to every assignment given to AMSTEL PROPERTY AGENCY by the client to mediate in the search for housing and to any agreements drawn up between AMSTEL PROPERTY AGENCY and the client as a result of this assignment.

Article 2 Definitions

2.1 AMSTEL PROPERTY AGENCY: A real estate agency registered at the Chamber of Commerce in Amsterdam under registration number 34275484 with web address: <http://www.amstel-property.com>.

2.2 CLIENT : An individual or corporate body by whom AMSTEL PROPERTY AGENCY is given an assignment to search for housing.

2.3 Real Estate Brokerage Agreement: an agreement made between AMSTEL PROPERTY AGENCY and the client where AMSTEL PROPERTY AGENCY is given an assignment by the client to search for housing as specified in the law in Article 7:425-428BW.

Article 3 Nature of the Agreement

3.1 A brokerage agreement between the client and AMSTEL PROPERTY AGENCY becomes valid by verbal or written agreement between the client and AMSTEL PROPERTY AGENCY.

3.2 Before an agreement can be settled the client must provide AMSTEL PROPERTY AGENCY with valid identification papers.

3.3 All written and unwritten offers of accommodation or commercial property done by AMSTEL PROPERTY AGENCY are noncommittal.

Article 4 General Assignment

4.1 The activities to be carried out by AMSTEL PROPERTY AGENCY consist of the following: rendering of advisory services with regard to renting accommodation, viewing and inspecting properties offered for rent and settlement of the rental agreement.

4.2 The client shall provide AMSTEL PROPERTY AGENCY with all necessary information and papers required for fulfilling the assignment in the correct manner and in accordance with the current laws under the Verordening op de woning- en kamerbemiddelingsbureaus governing the rent of property. The client is always responsible for providing correct information and valid papers.

4.3 AMSTEL PROPERTY AGENCY shall keep the client informed of the activities performed and to be performed in relation to the assignment.

Article 5 Brokerage Fee

5.1 AMSTEL PROPERTY AGENCY operates on a 'No cure no pay basis'. If a rental agreement is brought about through mediation by AMSTEL PROPERTY AGENCY, the client is required to pay AMSTEL PROPERTY AGENCY a brokerage fee amounting to one month's rent exclusive VAT.

5.2 If the payment is not received within the period stated on the invoice a reminder is issued. If the payment has still not been received after 7 days a second reminder is issued. Once a second reminder is issued the client is required to pay interest over the invoice amount at a rate which is equal to the current rate of interest. If the payment has still not been received within 7 days after issuing a second reminder, the client must pay a surcharge of 15% on the invoice amount, this amount being a minimum of €250,-. If the payment has not been completed the client is responsible for all expenses incurred by AMSTEL PROPERTY AGENCY to collect the outstanding amount.

5.3 The client is required to pay the full brokerage fee for the services rendered by AMSTEL PROPERTY AGENCY if a rental agreement between the client and a third party was settled after the brokerage agreement between the client and AMSTEL PROPERTY AGENCY ended and this rental agreement was brought about through mediation by AMSTEL PROPERTY AGENCY.

5.4 The client may only occupy the accommodation after

- the rental contract has been signed by all parties.
- the client has paid the rent and deposit due.
- the client has paid the full brokerage fee due to AMSTEL PROPERTY AGENCY.

Article 6 Assignment term

6.1 The brokerage agreement comes into effect for an indefinite period from the date when AMSTEL PROPERTY AGENCY is given the assignment to search for housing. The brokerage agreement ends when a rental agreement has been settled.

Article 7 Registration Costs

7.1 The client is not obliged to pay AMSTEL PROPERTY AGENCY registration costs.

Article 8 Liability

8.1 AMSTEL PROPERTY AGENCY is not responsible for the way the landlord fulfils his/her obligations after the rental contract has been signed.

8.2 The client guarantees that AMSTEL PROPERTY AGENCY is immune from claims by third parties which are in anyway related to the activities performed by AMSTEL PROPERTY AGENCY for the client, unless these claims are being filed as a result of gross negligence on the part of AMSTEL PROPERTY AGENCY.

8.3 In situations where AMSTEL PROPERTY AGENCY is sued for damages arising from serious errors, the compensation paid will never exceed the insured amount.

8.4 This agreement and all other agreements arising from this agreement are subject to Dutch law. Any disputes which arise from the clauses in this agreement and any other agreement drawn up between the client and AMSTEL PROPERTY AGENCY will be settled by an authorized magistrate in Amsterdam.