

General Terms & Conditions

Contents:

Article 1- Definitions

Article 2- Corporate Identity/Entrepreneur

Article 3- Relevance

Article 4- Offer

Article 5- Agreement

Article 6- Right of Withdrawal & Withdrawal Costs

Article 7- Pricing

Article 8- Conformity and Guarantees

Article 9- Delivery and Execution

Article 10- Length transactions: duration, termination and extension

Article 11- Payments

Article 12- Complaints

Article 13- Disputes & Good Landlordship Act

Article 14- Additional and Different Provisions

Article 1 - Definitions

In these Conditions/Terms the following definitions are applicable:

Consideration time: the term during which the tenant / consumer can execute the right of withdrawal.

Tenant / Consumer: the natural person not dealing on behalf of a company or profession and who comes to a rental agreement with StudentStay BV.

Day: calendar day

A length transaction: a rental agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.

Durable Medium: any instrument which enables the recipient or StudentStay BV to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.

Right of Withdrawal: the possibility for the tenant / consumer to terminate the rental agreement within the consideration term.

Entrepreneur: the corporation who offers housing facilities to the tenant, hereafter referred to as **StudentStay BV**.

Rental Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.

Technique of distant Communication: a means that can be used to close an agreement without the tenant / consumer and StudentStay BV have gathered together in the same place and at the same time.

Article 2- Corporate Identity/Entrepreneur

Contact details for all questions regarding the legal entities below please contact the property manager StudentStay BV at:

StudentStay BV

Visit location: Ubbo Emmiuslaan 7, 8917 JA Leeuwarden

Phone: +3160032327

Website: www.studentstay.com

Email: info@studentstay.com

StudentStay works on behalf of the following legal entities:

StudentStay B.V.

Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 56859120
VAT: NL852335404B01

StudentStay Real Estate 1 B.V.

Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 58049207
VAT: NL852335404B01

StudentStay Real Estate 2 B.V.

Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 67514472
VAT: NL852335404B01

Studentenhuysvesting Leeuwarden BV

(Building C)
Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 52725561
VAT: NL825523230B01

Studentenhuysvesting Leeuwarden 2 BV

(Building B)
Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 60929839
VAT: NL825523230B01

Studentenhuysvesting Leeuwarden 3 BV

(Building C)
Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 64486575

Studentenhuysvesting Leeuwarden 4 BV

(Building D)
Postbus 764
8901 BN Leeuwarden
Chamber of commerce: 69323518
VAT: NL825523230B01

Studentenhuysvesting Leeuwarden 5 BV

(Building E)

Postbus 764

8901 BN Leeuwarden

Chamber of commerce: 83691677

VAT: NL825523230B01

Stichting Casteelheer

Postbus 764

8901 BN Leeuwarden

Chamber of commerce: 01135654

VAT: not applicable

Article 3- Relevance

These general conditions/terms apply to any offer of StudentStay BV and to every finalized rental agreement between entrepreneur and tenant / consumer.

Before the rental agreement is concluded, the text of the general conditions/terms is being made available to the tenant / consumer on the website of StudentStay.

The rental agreement is concluded electronically, notwithstanding the previous article and before the rental agreement is concluded, the text of the general conditions/terms can be made available electronically to the tenant / consumer in such a way that the text can be saved in a simple way on a durable medium

Article 4- Offer

If an offer has a limited validity or has other specifications, this will be emphatically mentioned.

The offer contains a complete and accurate description of the offered rooms, studio's, homes or other services. The description is sufficiently detailed to enable a proper tenant / consumer's assessment of the products/services. The images used by StudentStay BV are true representations of the products and services. Obvious mistakes and errors do not bind StudentStay BV.

Each offer contains such information that it is clear for the tenant / consumer which rights and obligations are related to the offer when it is accepted by the tenant / consumer. This concerns in particular:

- Price inclusive taxes
- the manner in which the agreement has been concluded and the necessary signatures whether to apply the right of withdrawal
- the method of payment, delivery and performance of the contract

- the deadline for accepting the offer or the period within which StudentStay BV guarantees the price
- the level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication
- if the agreement after the conclusion is archived and if so how to consult it for the tenant/ consumer
- the manner in which the tenant / consumer, before concluding the agreement, can check and if necessary also restore the information provided by hem under the agreement
- any other languages, including Dutch, for the agreement
- the codes of conduct to which StudentStay BV is subject and the manner in which the tenant / consumer can consult electronically the codes of conduct;
- and the minimum duration of the rental agreement in the event of a length transaction.

Article 5 - The Agreement

The agreement is finalized, subject to the provisions in paragraph 4, at the moment the tenant / consumer accepts the offer and meets the conditions.

If the tenant / consumer has accepted electronically the offer, StudentStay BV immediately confirms electronically that he has received the acceptance of the offer. As long as StudentStay BV has not confirmed the acceptance, the tenant / consumer can terminate the agreement.

If the agreement is concluded electronically, StudentStay BV will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the tenant / consumer can pay electronically, StudentStay BV will observe the necessary security measures.

StudentStay BV can notify or check, within the legal framework, if the tenant / consumer can meet the payment obligations, and also check all important facts and factors which are needed to finalize a sound rental agreement. If StudentStay BV based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.

StudentStay BV shall send the following information with the products or services, written or in such a manner that the tenant / consumer can store in an accessible way the data on a durable medium:

- a. The address of the company for the tenant / consumer to file complaints
- b. The conditions and the way how the tenant / consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal.
- c. Information about maintenance, guarantees and services

- d. Article 4 paragraph 3 unless StudentStay BV has already sent this information before the execution of the agreement.
- e. The requirements for termination of the agreement are clearly outlined in the rental agreement.

Article 6 - Right of Withdrawal and withdrawal costs

You can cancel your booking at any point before completing all the required steps. To cancel, please send us an email. If you have already completed the booking process, including payment, and wish to cancel, please refer to our cancellation policy below. Note that these policies also apply when extending an existing contract or transferring within StudentStay, even if the booking process has not been completed.

September Semester:

- If you cancel before July 1st, we will refund all payments, minus a €50 cancellation fee.
- If you cancel between July 1st and July 15th, we will refund all payments, minus one full month of rent.
- Cancellations are not accepted after July 15th or once your contract has started, whichever comes first. No refunds will be issued for cancellations after this point.

January Semester:

- If you cancel before December 1st, we will refund all payments, minus a €50 cancellation fee.
- If you cancel between December 1st and January 15th, we will refund all payments, minus one full month of rent.
- Cancellations are not accepted after January 15th or once your contract has started, whichever comes first. No refunds will be issued for cancellations after this

Article 7 - Pricing

During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.

Notwithstanding the previous paragraph StudentStay BV can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where StudentStay BV has no influence. Prices can only be raised according the Dutch regulations for rental properties and in line with the provisions mentioned in the rental agreement.

Article 8- Conformity and Guarantees

StudentStay BV ensures that the rented room / studio or apartment and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations.

Article 9- Delivery and Execution

- **StudentStay BV** shall observe the utmost care in the reception and execution of your rental agreement for the rooms and studios agreed on in the rental agreement.

The key to the rented room/studio can be picked up at the office from the start date of the rental agreement, unless the start date falls on a weekend. In that case, the key will be available on the next business day.

- The address where the key can be picked up is:

StudentStay BV

Visit location: Ubbo Emmiuslaan 7, 8917 JA Leeuwarden

Phone: +3160032327

Website: www.studentstay.com

Please make sure to visit only during office hours which are stated on the website of StudentStay BV.

If the delivery (i.e., the availability or rental of the room/studio) is delayed or cannot be executed, the tenant/consumer will be notified no later than 30 days after the rental agreement was placed. In this case, the tenant/consumer has the right to terminate the agreement without further cost and is entitled to compensation.

In the event of termination under the previous paragraph, StudentStay BV will refund the amount paid by the tenant/consumer as soon as possible, but no later than 30 days after the termination.

If the rental of a room/studio is not possible, StudentStay BV will strive to offer a replacement room/studio. At least before the rental period begins, it will be clearly communicated that a replacement will be provided. The right of withdrawal applies to replacement rentals. Any costs for returning the rental or switching rooms/studios will be borne by StudentStay BV.

The risk of damage and/or loss of the room/studio rests with StudentStay BV until the moment the tenant/consumer takes possession of the rental space or a pre-designated and announced representative of the tenant/consumer receives the space, unless otherwise expressly agreed. If the room/studio is damaged upon arrival, the

tenant/consumer should report this via email within three days. The email can be sent to: info@studentstay.com.

Article 10 - Length of Transactions: Duration, Termination, and Extension

The duration of the rental agreement, as well as the policies regarding termination and possible extensions, are clearly outlined in the individual rental agreement. StudentStay BV is committed to ensuring full compliance with Dutch law in all aspects of its rental agreements and services.

We understand that circumstances can change, and we are dedicated to providing flexible solutions wherever possible. If you wish to extend the rental period or have questions about the process for terminating your agreement, we are happy to assist. Please refer to the rental agreement for specific details regarding notice periods and conditions for both termination and extensions.

In the event of termination, StudentStay BV ensures that all applicable Dutch legal guidelines are followed to protect the rights of both parties. Any questions or concerns regarding termination or extending your stay should be directed to us promptly, and we will provide assistance in accordance with the terms of your agreement and Dutch law.

Article-11 Payments

Unless otherwise agreed, the amounts due have to be met by the tenant / consumer within 10 days after the invoice date, before the first of each Month.

The tenant / consumer has the duty to notify StudentStay BV about inaccuracies in the payment details.

In case of default by the tenant / consumer StudentStay BV has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the tenant / consumer in advance.

Article 12- Complaints

StudentStay BV features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to StudentStay BV after the tenant / consumer has observed the defects by sending an email to complaint@studentstay.com

The complaints submitted to StudentStay BV will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, StudentStay BV will answer within 14 days an acknowledgement and an indication when the tenant / consumer will receive a more detailed answer.

If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

Article 13- Disputes & Good Landlordship Act

StudentStay complies with the Dutch Good Landlordship Act and all the regulations associated with it. Dutch law exclusively applies to agreements between entrepreneur and tenant / consumer whereupon these general conditions/terms are related to.

In case of disputes the tenant / consumer can approach:

Gemeente Leeuwarden

Gemeentehuis

Oldehoofsterkerkhof 2

8911 DH Leeuwarden

The local Government or the “Huurcommissie” will mediate for free. If both parties cannot come up to a solution then the tenant / consumer has the possibility to let his complaint be handled. A complaint form can be found on the website of the Gemeente Leeuwarden. To file a complaint about StudentStay you need a Digid.

The ruling of this foundation is binding and both the tenant / consumer and StudentStay BV accept this binding ruling.

Article 14- Additional and Different Provisions

Additional or different provisions compared to the General conditions/terms may not be to the prejudice of the tenant / consumer and should be recorded in writing in such a manner that the tenant / consumer can save these in an accessible way on a durable medium.