



## **SSH Terms & Conditions pertaining to the Rental Agreement for international students in a furnished apartment (Short Stay).**

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 attached to the rental agreement they agreed upon.

### **DEFINITION OF TERMS**

#### **Article 0**

0.1. International students: Non-Dutch students who take courses at an (educational) institution in The Netherlands affiliated with the Short Stay accommodation offers of the SSH (a list of which can be found on [www.sshxl.nl/en](http://www.sshxl.nl/en)). International students hereinafter will be called students.

0.2. The SSH: a housing corporation specialised in letting furnished accommodation, the lessor of the accommodation.

0.3. Contact person: the representative of the faculty or educational institution where the student will be enrolled.

0.4. Application: the online request for housing by one student for a fixed period.

0.5. Accommodation: a furnished room.

0.6. Rental period: the period during which student and lessor have agreed to rent (out) accommodation.

0.7. Rental space: the accommodation the student has rented plus the communal areas and grounds of the building the accommodation is associated with.

### **BASIC PRINCIPLES**

#### **Article 1**

1.1. All agreements that are made apply to both the accommodation named in the rental agreement and the communal spaces associated with the accommodation.

1.2. The student may only use the accommodation that is specified in the rental agreement.

1.3. All residents of a housing unit may simultaneously use the communal spaces and must respect the rights of other residents while doing so.

1.4. The brokered tenancy agreements shall be for a fixed period only. Cancellation within four weeks of the intended start of the rental period or after commencement of the rental period is only possible through the instructions and conditions mentioned in Article 11.

1.5. It is not possible to extend the rental agreement. Nor is it possible to have consecutive rental agreement for the same address after the rental agreement has ended. Should the SSH discover that a tenant has already previously rented the short stay accommodation from the SSH, the new rental agreement will be annulled and no claim to alternative accommodation can be made by the student.

### **RESERVATION CONDITIONS**

#### **Article 2**

2.1. Students must register online via [www.sshxl.nl/en](http://www.sshxl.nl/en). Correct registration is always the student's responsibility and the registration must contain the (contact) information of the student themselves.

2.2. Applications may only be submitted for a fixed period indicated in the registration process. The contact person will review the online application as soon as possible after the student's application and approve it if correct.

2.3. Reservations only become definite once a confirmation of a successfully booked accommodation has been sent by the SSH. This email is sent after the booking process has been completed by the student in their online account.

2.4. The SSH maintains the right to deviate from the booking that has been made and to book another accommodation at a similar location and with a similar rent.

2.5. The first payment consists of the non-refundable reservation fee, the one-off tax fee (9% of the total rent amount during the rental period, only applicable to rental periods up to six months), plus an advance of rent which is specified during the booking process.

2.6. The complete first payment must be paid by Visa or MasterCard or iDeal within 24 hours after booking the accommodation. The student can extend this term via their account for another 24 hours, the correct application for this extension is always the student's responsibility.

2.7. Students can cancel their booking up to four (4) weeks, 28 days, before the intended start of the rental period, via their My SSH account. After a confirmation of the request has been sent by the SSH, the first payment minus the cancellation fee and minus the non-refundable reservation fee will be refunded to the credit card used to pay the first payment during the booking process. Should a cancellation request arrive within 4 weeks before the starting date of the rental agreement, or after the rental period has started, the terms apply mentioned in Article 11.

2.8. The amounts set for the one-off fees (reservation fee and cancellation fee) are published on our website [www.sshxl.nl/en](http://www.sshxl.nl/en) and are available to the student during the booking process.



## **TAKING THE ACCOMMODATION INTO USE**

### **Article 3**

3.1. The accommodation is rented by the student from 2 PM (Dutch local time) onwards on the first day of their rental agreement. Collecting the keys of the accommodation is therefore only possible from 2 PM (Dutch local time) on the start date of the rental agreement. The keys can only be collected during the days and timeslots provided by the SSH.

3.2. The student has 5 working days after arrival at the accommodation to report anything that might be defective or inventory that might be missing in the accommodation following instructions provided by SSH.

3.3. If the student reports any defects or missing items within 5 working days after arrival, the SSH will not hold the student responsible for these defects or missing items.

3.4. If the student does not report defects or missing items, the SSH will assume that they have found the accommodation in good condition.

3.5. The student has 24 hours after arrival to report any issues with the cleanliness of the accommodation following instructions provided by the SSH and supported by photo's and/or video's. After 24 hours after the check-in, they cannot make any claim on issues regarding the cleanliness of the accommodation.

## **CHANGING ACCOMMODATION**

### **Article 4**

4.1. The student cannot change accommodation after the booking process is completed.

4.2. Requesting a change of accommodation after taking the accommodation into use is not possible, nor is switching accommodations with another student.

## **GENERAL OBLIGATIONS**

### **Article 5**

5.1. The monthly rent payments will be direct debited from the bank account number as registered during the booking process. The student can also pay their rent via their secure payment environment on their personal MySSH page. The rent must be paid before the first day of the corresponding period.

5.2. The student must live in the accommodation during the rental period and have it as their main residence. The burden of proof is on the student.

5.3. The student is not permitted to sublet the accommodation. The SSH reserves the right to annul the rental agreement if they act contrary to this stipulation and all profits made by the student will need to be transferred to the SSH.

5.4. The student is not permitted to live in the accommodation with more people than it is intended for. It is also not allowed to have guests stay overnight in the accommodation rented by the student or any other area in the rental space. Should the student act contrary to this stipulation, then it will lead to a fine of €200,00 per guest per night.

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

## **HOUSE RULES**

### **Article 6**

6.1. The student will conduct themselves as a good tenant and use the rental space for the purpose specified in the rental agreement.

6.2. The student may not use the rental space for business or commercial activities. The SSH reserves the right to annul the rental agreement if they act contrary to this stipulation.

6.3. The student will not cause any trouble or nuisance. They are also liable for any trouble or nuisance caused by their guests or other people who are in the rental space or its immediate surroundings by their invitation. The SSH considers trouble or nuisance to include in any case:

- Noise disturbance.
- Verbally or physically threatening or intimidating fellow residents, persons present in the rental space or on the grounds, SSH employees or representatives or persons living in the neighbourhood.
- Throwing down objects from the rental space, no matter how small.
- Destroying, stealing, or using without permission the possessions/inventory of other residents, the SSH or companies working in the rental space.
- Causing damage to parts of the rental space.
- Polluting the rental space
- Storing or keeping combustible, explosive or other dangerous substances in the rental space.

The SSH reserves the right to annul the rental agreement if a student acts contrary to this stipulation.

6.4. The student must request permission for any house party or large social gathering at least 5 working days in advance via [info@sshxl.nl](mailto:info@sshxl.nl). Each request will be assessed by the SSH on a case-by-case basis. A fine of up to €2.500,00 will be given to the residential unit should a party or large social gathering take place without



permission from the SSH or in case agreements made between the student and the SSH are violated in relation to the given house party permission.

6.5. The student is not permitted to smoke (including but not limited to e-cigarettes, shisha/hookah and incense burners) in the rental space, including smoking from a window. Doing so will lead to a €50,00 fine per occurrence and any additional cleaning or replacement costs will be billed to the responsible student as well.

6.6. The student is not allowed to use, cultivate, produce, process, dry, cut, sell, trade in or keep any hemp, or other products covered by the Netherlands Opium Act, in the rental space. It is not allowed to perform any other activities that are punishable under the Netherlands Opium Act, or any other law, such as keeping drugs in whatever amount. This prohibition also includes making preparations for the production of hemp or the presence of resources for setting up a hemp growing facility. The SSH reserves the right to annul the rental agreement if they act contrary to this stipulation.

6.7. The student is not permitted to keep pets in the rental space.

6.8. It is not permitted to place large electrical equipment in the rental space without written consent from the SSH, such as cooking hobs, fridges, or rice cookers. The SSH reserves the right to dispose of such items if found in the rental space. The student cannot demand compensation for the value of these objects.

6.9. Bicycles have to be parked in the designated parking areas in the rental space. The SSH reserves the right to dispose of bicycles that are parked incorrectly or are considered 'bicycle wrecks'. The SSH may have these bicycles removed and/or taken away to be destroyed at the student's expense, without them having a right to compensation.

6.10. Shopping trollies from the supermarkets cannot be brought into the SSH residences since they are property of the supermarket. A fine of €50,00 will be given to the responsible student if this does occur.

6.11. The student and their guests always have to be able to identify themselves in the rental space when asked by the SSH or their representatives. A failure to do so will lead to them being removed from the rental space.

## **(FIRE) SAFETY MEASURES**

### **Article 7**

7.1. It is not allowed to keep objects in traffic spaces such as hallways, lobbies or staircases. If a student acts contrary to this stipulation they will be fined €50,00 each time they 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 their expense. The student cannot demand compensation for the value of these objects.

7.2. Except for emergencies, such as a fire, the student may not go on the roof, the fire escapes or into the maintenance areas, or use the emergency exits or fire safety equipment, nor may they give others the opportunity to do so. They must adhere to the safety regulations prescribed by the fire department. Illegitimate use or abuse and/or blocking of the fire extinguishing equipment and fire prevention and detection facilities in the rental space is forbidden. If a student acts contrary to this stipulation, they will have to pay a fine of €150,00 each time, excluding cleaning or replacement/repair costs if applicable. In severe cases the SSH reserves the right to annul the rental agreement if they act contrary to this stipulation.

## **MAINTENANCE**

### **Article 8**

8.1. The SSH will fix all visible and invisible defects which may obstruct or seriously hamper the use of the rental space.

8.2. The student is not permitted to:

- paint or apply wallpaper.
- carry out any (small) maintenance.
- replace broken windows.
- unblock the kitchen sink or drainpipes.
- drill holes.
- apply posters, stickers, led strips, or other materials with adhesive (such as sticky tag) on the walls apart from the poster rim provided by the SSH (if applicable).

8.3. The student is obliged to immediately report to the SSH any defects that the SSH must repair. Any additional costs that arise due to the student not reporting a defect in time will be billed to the student.

8.4. The student is responsible for taking proper care of the accommodation and the rental space, and only use the facilities for their intended purpose. Misuse of the facilities in the accommodation or rental unit and any damage caused by the misuse will be billed to the student or the unit. This includes but is not limited to flushing grease and/or food through sinks, flushing anything but toilet paper through the toilets or misuse of the inventory in the rooms.

8.5. Upon request, the student 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. The SSH and its authorized representatives reserve the right to always enter resident's rooms/apartments to handle service requests, perform maintenance, do an inspection or in case of an emergency.



## **HYGIENE**

### **Article 9**

9.1. Students are responsible for cleaning their own room/apartment and common areas, according to the instructions and schedules provided by the SSH and its representatives, if applicable.

9.2. In the case hygiene standards are not met by the student(s) in their room or communal area, the SSH will send a summons to the student with instructions to make the appropriate changes. If after the summons the student(s) have not established a sufficient level of hygiene in their room or communal area, the SSH reserves the right to order a cleaning service to do so. All costs involved will be billed to the student(s) in that room or unit.

9.3. Along with the other students, the student is liable for all damages that are incurred to the communal spaces during the rental period, unless they can show that they have not been remiss in meeting their responsibilities. In the case of damage, the SSH will charge each liable person €50,00 administration costs on top of the costs for repair.

9.4. All personal items must be stored inside the room of the student, or the designated storage space in a kitchen or communal area if applicable. The SSH reserves the right to throw away items that are not stored properly to insure a good standard of hygiene and tidiness in the rental space. The student cannot demand compensation for the value of these objects.

9.5. The student is required to immediately report sighting of vermin or evidence thereof in the rental space. Costs of extermination will be paid by the SSH in case the student reports it in a timely manner. Should the student fail to report in a timely manner or be negligent in following instructions provided by the SSH or the extermination company, they will be liable for all costs made in relation to the extermination, as well as damages that are a consequences of that negligence.

## **KEYS**

### **Article 10**

10.1. The student is obligated to take care of the keys of the accommodation that they receive during the check-in. The replacement costs will be billed to the student based on the actual costs per new key in case they need to be replaced during the stay of the student or the student fails to hand in all keys by 10 AM (Dutch local time) on the day on which the rental agreement ends.

10.2. Should the student be locked out of their room, the SSH can come and open the door for them during the office hours of the SSH.

10.3. If the student is locked out outside of the office hours of the SSH the Residence Assistant (RA) of that building can be called to let the student into their accommodation, if applicable to that residence. This depends on the availability of an RA and cannot be guaranteed. If an RA is not available at the building, then in certain cases a security company can be called. Detailed instructions for the student will be provided by the SSH.

10.4. The costs for the service mentioned in article 10.1 through 10.3 are billed as follows on top of any key replacement costs if applicable:

During opening hours of the SSH: €75,00 per occurrence

Outside opening hours of the SSH: €250,00 per occurrence

10.5. Any extra costs made by the student for accommodation of shelter in the meanwhile cannot be billed to the SSH.

## **TERMINATING THE RENTAL AGREEMENT**

### **Article 11**

11.1. The student can terminate the rental contract per the first day of the month, subject to a notice period of one calendar month. For example: if the student cancels their contract on the 20<sup>th</sup> of September, their contract will end on the 31<sup>st</sup> of October.

11.2. The termination of the contract must always be done via the corresponding page and instructions on their MySSH account. A correct termination is the responsibility of the student and is only definite once they have received confirmation of the termination from the SSH via email.

11.3. The SSH reserves the right to terminate a rental agreement if a student has failed to show after the commencement of their rental agreement and has given no notice of their late arrival. The student will not be refunded their first payment in this case and is obliged to pay rent until the new end date of the rental agreement as determined by the SSH.

## **DEPARTURE**

### **Article 12**

12.1. The rental agreement ends at 10 AM (Dutch local time) on the last day specified in the rental agreement. By this date and time, the student must have returned the keys of the accommodation to the SSH and delivered the accommodation and associated communal areas to the SSH in good condition. This also applies to the inventory placed by the SSH. The accommodation as well as the inventory must be cleaned by the student and any property of the student must be removed.

12.2. At least two weeks before the departure of the student a pre-check must have taken place with an SSH employee or SSH representative. The pre-check has to be scheduled following instructions provided by SSH.



Failure to schedule the pre-check in time, or failure to show during the appointment if this is required, will lead to a €250,00 fine in all circumstances.

12.3. If the student fails to leave the accommodation in a good state, the SSH may carry out the necessary repairs and/or cleaning work without further warning and charge the student for the cost of this work. If the unit is unoccupied due to such work, the SSH will charge the student for the loss of rental income.

12.4. When the rental agreement is terminated, the student has left the accommodation, or the unit has been evacuated by order of a judge, the SSH assumes that the student has forsaken all objects that have been left in the rental space and the premises of the residence. The SSH may have these objects removed and taken away to be destroyed at the student's expense, without them having a right to compensation. The SSH is not obliged to hold the things a student has left behind in custody for them. If the SSH or an agency does hold goods in custody, the cost will be passed on to the student.

12.5. Not later than 10 AM on the day which the rental agreement ends, the student must have handed over all keys to the SSH or one of its authorized representatives. If the student fails to hand in the keys on time, they will be fined €250,00 per hour they are late, calculated per full hour, with a maximum of €12.000,-.

12.6 The student is required to de-register at the municipality within 1 week after their departure. Usually it is possible to do so online on the website of the municipality. After the departure of the student no mail or packages will be accepted or received for the student.

## **INTERNET USE**

### **Article 13**

13.1. It is not permitted to overload the internet connection or the energy supply in such a way that this will cause inconvenience to other users, for example by mining cryptocurrency.

13.2. 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 ([www.sshxl.nl/en](http://www.sshxl.nl/en)).

## **CONTACT INFORMATION**

### **Article 14**

14.1. From the start date of your rental agreement, the SSH will consider the address of the rental property as your only correct address. If you change your email address, you are obliged to inform the SSH about this change. As long as you have not submitted a change through My SSH, the SSH will regard the email address that was known to the SSH at the time of signing the rental agreement as your only correct email address.

14.2. If the SSH manages the rented property on behalf of a third party, the SSH may pass on your personal details and income data to this party, to the extent that this is necessary for the purpose in question.

14.3. If you provide incorrect or incomplete information and if, based on the correct and complete information you would not have been eligible for the rented property, you must vacate the rented property. If you fail to do so, the SSH will start legal proceedings with the aim of vacating the rented property. All costs involved in this process will be billed to the involved party.

## **DEFAULT**

### **Article 15**

When either the SSH or the student fails to live up to the obligations of the rental agreement, to these regulations or to the law, that party is in default. If this concerns a payment obligation, the student will owe the legally determined interest on that amount as of the day that it was due. In addition, the student must reimburse the SSH for the collection expenses. The SSH follows legal guidelines in determining that amount.