



Terms of Assignment

General terms, conditions and commission.

This assignment is subject to the General Terms & Conditions version 2018. In approving this agreement, the client declares that to have received and agrees to the General Terms & Conditions. The client may request additional copies of the General Terms & Conditions from SPR Property. The General Terms & Conditions apply unless parties have agreed differently or where application thereof to this agreement is not possible.

Commission of SPR Property

1. SPR Property acts as an intermediary for the owner of the property on the 'no cure no pay' basis.
2. Commission is 8% of the rent, increased by VAT over a maximum of 12 months rent, with a minimum of € 750,- (excluding VAT). Commission is calculated over the initial rental period, as agreed to by tenant and lessor. If the initial period of a rental agreement is less than 12 months, but is extended to 12 month or more, the lessor shall pay SPR Property the extra amount of commission within 28 days of extension.

Marketing.

1. Client agrees that SPR Property contract, possibly bringing to the attention with pictures and similar drawings of colleagues and third parties, and that these data are recorded on several websites, property files in directories and other statements.
2. The client agrees that the property is registered and screened at:
www.sprmgmt.nl, www.sprproperty.nl
3. The client agrees for the property to be registered and displayed on www.pararius.com and www.xpatrentals.com. The client agrees the housing can only be offered by one office on www.pararius.com and www.xpatrentals.com.



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Limitation of Liability.

1. SPR Property is not liable for any damages resulting from stipulations (to be) included in the rental agreement that may be considered null and void according to (semi) mandatory (rent) laws or that may be nullified by the tenant.
2. The rental rate and the advances for included items and services were provided to SPR Property by the client. SPR Property is not accountable for the amounts provided by the client and is not liable in the event that the amounts given are actually higher than is legally permitted to charge to a tenant. SPR Property is not liable for damages as a result of actions undertaken by the tenant to accomplish a decrease of the rent.
3. If a residential property is let with an initial rental rate above the rent liberalization threshold, the rental agreement shall contain a rental rate indexation clause, which will provide an annual increase in rent equal to inflation. The client must take into account that the tenant has the right to rental rate protection. SPR Property declines any and all liability toward the client for the consequences of a successful claim of rental rate protection, which includes assessment of the initial rental rate by the tenant.
4. SPR Property is not liable for damages inflicted to the property by the tenant and/or individuals for whom the tenant is responsible.
5. SPR Property is not liable should the client be reprimanded by authorized organizations or other third parties for letting the property without consent or permission.



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6. SPR Property is not liable for statements, actions, behaviors and or financial circumstances of any party with respect to the quality and/or description of the property and its further accommodations, nor for third parties involved in the letting of the property, with the exception of those instances of gross negligence or fault by SPR Property. For all assignments and agreements the General Terms & Conditions are applicable, which are retrievable from SPR Property.

7. SPR Property will not be authorized to enter into rental agreements. Prior to the exercising its role as intermediary, SPR Property shall inform potential tenants of its role as intermediary and of the fact that it is not authorized to enter into agreements on behalf of the client.

Dutch law and Litigation

1. All agreements between SPR Property and the client are subject to Dutch law, unless otherwise stipulated.

2. The original Dutch text of this assignment and the general terms and conditions are legally binding and overrides any and all translations thereof.

3. Contrary to the stipulations of art. 20 General Terms & Conditions version 2018, SPR Property and the client may at all times litigate disputes with the district court in Amsterdam.

Confidentiality

1. SPR Property will handle all information given by the client in the scope of this assignment confidentially, to such an extent as is reasonably possible.

2. The client is prohibited from disclosing information to third parties which was received in light of this assignment with SPR Property and is subject reimburse for any and all damages such disclosure may cause to SPR Property.