

Terms and Conditions of Online Forms

Attached to the use of Online Forms of Student Housing The Hague

GENERAL

Article 1

1. In these terms and conditions, the following definitions apply;
 - a. Developer; the user of these terms and conditions; Student Housing The Hague, and the related (legal) entities, registered in the Chamber of Commerce under registration number 66.60.52.96.
 - b. User; the natural person who uses a (web) form provided by the developer;
 - c. Forms; Digital forms provided by or on behalf of the Developer to the (potential) customers of the Developer, for the purpose of gathering information with the aim of using this information to draft agreements and establish a proper administration set up on behalf of or for the (potential) customer.
 - d. Privacy Policy; The privacy policy established by the Developer regarding the handling of privacy-sensitive information, freely accessible at: <https://studenthousingthehague.com/media/1516/privacyreglement-student-housing-the-hague.pdf>.
 - e. Take-In Procedure; the pre-contractual phase leading up to the definitive conclusion of an agreement between Developer and User; the exchange of (sensitive) information, the sharing of (personal) data, and the preparation of (a) tailor-made agreement(s)
 - f. COVK; A custom-made draft agreement between User and Developer and/or third parties, drawn up on the basis of the data provided by User through a Form.

Article 2

1. These terms and conditions apply to all Forms made available by Developer to User.

Article 3

1. User cannot be obliged to use a Form. However, Developer reserves the right to suspend the delivery of services and/or goods until User has used the provided Form.
2. User must complete the Forms fully, truthfully, and accurately. User guarantees the accuracy and completeness of the information provided.
3. User must complete the Forms and follow the instructions of Developer.
4. Developer may charge User on behalf of the lessor for the preparation of an unofficial document such as a COVK.

Article 4

1. Developer must process the data provided by User when using Forms in accordance with Developer's Privacy Policy.

Article 5

1. Developer reserves the right to charge administrative costs if User has acted in violation of articles 3.2 or 3.3.
2. Developer may offset these administrative costs (in part) against funds held by Developer for User.
3. Developer reserves the right to terminate all negotiations as long as no binding agreement has been concluded, without being liable for damages.
4. The administrative costs amount to a maximum of 100.00 EUR per case and must be paid within a reasonable period, in any case, within 14 days after User has been contacted by Developer in this regard.

Article 6

1. All amounts mentioned in these terms and conditions are exclusive of any value-added tax.
2. These terms and conditions are subject exclusively to Dutch law.

SPECIAL

Article 7 Take-In Procedure

1. This article applies exclusively to the Take-In Procedure provided by Developer to User via the following web address:
<https://faq.shth.nl/workflows/take-in-form-shth>.
2. In addition to article 3 of these terms and conditions, Developer is entitled on behalf of the lessor to charge contract costs ranging between 50 and 150 EUR to User for the preparation of the rental agreement; User pays these costs as much and as soon as possible after the data has been provided via the Form.
3. If User fails to provide complete and/or correct information in violation of article 3.2 of these terms and conditions, Developer reserves the right to charge User on behalf of the lessor;
 - a. 25.00 EUR per time a User's incorrect email address is provided by User;
 - b. 25.00 EUR per time a User's incorrect phone number is provided by User.
 - c. 25.00 EUR per time User has provided incorrect data via the form, in the sense that the incorrect data is the result of typing and/or spelling errors.
 - d. 50.00 EUR per time a new COVK needs to be drawn up as a result of User's violation of article 3.2, excluding incorrect phone numbers and/or email addresses and/or obvious typing and/or spelling errors.
4. In any case, the data provided by User via the Take-In Procedure is valid for a maximum of one month.