

CONTRACT CONDITIONS APPLYING TO THE ACCOMMODATION AGREEMENT

The accommodation agreement is subject to the following conditions:

1) Usage

- a) The use of the accommodation and inventory is meant for personal use only.
- b) Occupation in any form by third party persons is only possible with previously acquired consent of the Guesthouse University Maastricht (UM).
- c) The right to use the room applies only to the person who reserved accommodation through CES for the length of the programme. Subletting the room is never permitted under any circumstances.
- d) Guests may use their rooms for their own personal accommodation. Visitors may remain only after the Guesthouse UM grants permission. Visitors must register at the Guesthouse UM office and pay a nightly fee of 20 Euros per night and may only stay for three nights with guests in a single room. Unregistered guests will be removed from the premises after notification and this action may involve the assistance of the police.

2) Behaviour

- a) Guests have to respect the rules of the buildings in which the accommodation is situated and the house rules of the Guesthouse UM concerning the use of the building.
- b) Guests are obliged to refrain from abusive, dangerous or offensive behaviour.
- c) Guests must ensure that their visitors refrain from abusive, dangerous or offensive behaviour.
- d) Rendering fire extinguishers and escape routes partly or fully inoperable or making unnecessary use of them are considered dangerous behaviour, as referred to above.
- e) Disregarding any of the rules above will follow in a warning and thereafter eviction.
- f) Dealing in, using and possession of soft drugs and hard drugs is forbidden! If guests or their visitors do so it will lead to eviction and an end to their contract without warning. Police will be notified and a report will be made.**
In the event that it is necessary to evict a guest and end their contract, the guest will be penalized by the rent of the month they are evicted and an additional month.
- g) Guests shall at all times show consideration to their roommates, neighbors and the general public. After 11pm all guests will refrain from playing radios, TVs, CD players, musical instruments, computers, and refrain from other loud noises.
- h) Smoking is forbidden in all room types as well as in all public areas, such as communal kitchens, living areas and hallways.
- i) Under no circumstances are pets allowed anywhere in the Guesthouse UM.

3) Liability

- a) Guests are liable for any damage caused, unless proven otherwise. They are also responsible for damages caused by their visitors and for damages caused by third parties acting in their service or on their assignment.
- b) In case of damages caused by fire, guests are only responsible if they are declared guilty of causing the fire. In the event of a false fire alarm in which the fire department arrives, the costs of the fire department will be the responsibility of the guest.
- c) Loss of property of guests, either by fire or otherwise, is not insured by the Guesthouse UM.
- d) The Guesthouse UM is not liable for damages to persons or to goods belonging to guests or third parties, unless in cases of gross negligence and/or intent. Guests indemnify the Guesthouse UM from all third party claims for which the Guesthouse UM should not be liable on the basis of the above.

4) Access to Accommodation

Guests must provide access to the Guesthouse UM or anyone acting on behalf of the Guesthouse UM, at reasonable times and as deemed necessary, to inspect the situation in the accommodation for cleaning purposes agreed upon or to have certain repairs performed, if possible after prior notice.

5) Acceptance

- a) Guests shall be regarded as having accepted the accommodation in good condition and with complete inventory, unless the Guesthouse UM receives a notice of any defaults in writing within 24 hours after the agreement has come into effect.
- b) Replacement of lost keys costs € 160,00.
- c) Accommodation agreements are only possible for the period corresponding with the period of study in Maastricht.

6) Change of accommodation

Guests that wish to change their room must inform CES and CES will check with the Guesthouse UM if another room is available. For each change of room, the cleaning fee must be paid to CES.

7) Maintenance and repairs

Maintenance and repairs are carried out at the expense of the Guesthouse UM, except insofar as damage to the accommodations or inventory during the period of stay. In the latter case, damages will be at the expense of the guest. No materials may be attached on or in the walls of rooms and communal rooms (notice boards are available for this purpose). Damages to walls and doors will be at the expense of the guest.

8) Payment

- a) The total housing fee must be paid to CES by individual students or through the guests' university prior to check-in.
- b) Utility and municipality tax invoices from outside locations are the responsibility of the Guesthouse UM.

9) Cleaning

All guests of the residences are expected to keep the room and the communal areas of the corridor (such as kitchens, showers, toilet and lounge) clean and in proper condition.

The Guesthouse UM considers each individual responsible and will monitor cleaning.

10) Termination of the accommodation agreement

- a) It is not possible to terminate the accommodation agreement at a date before the termination agreed upon.
- b) If you want to extend your stay, please check with your CES programme. Accommodations must be vacated on the day when the agreement ends.
- c) Accommodations must be complete, good order and in the same state, including all keys, at the time of the commencement of the agreement, taking into account normal wear and tear. You will be charged for the extra days your keys are not returned on time!
- d) Personal belongings left by guests after termination of the accommodation agreement will be removed by the Guesthouse UM, if necessary at the expense of the guest in question. Guests are considered to have relinquished all rights relating to these belongings, unless it is obvious from the nature of these belongings that such is the opposite. The Guesthouse UM has no liability towards these belongings.
- e) If the communal areas are not clean after returning, a minimum of € 35,00 cleaning cost shall be charged. This is to be decided by the Guesthouse UM.
- f) Guests who remain negligent after having been notified by the Guesthouse UM of their default in observing one or more of their obligations resulting from this agreement, the Guesthouse UM is entitled to terminate the accommodation agreement without the need to give notice and without legal intervention being required.
- g) The end date agreed upon in the accommodation agreement excludes continuation of the period.
- h) Guests that decide to leave before the end of their contract or in the event that it is necessary to evict a guest and end their contract, the guest will be penalized the rent of the month they leave and an additional month.

11) Non-compliance

Non-compliance to the above stated conditions can lead to denial of access, damage claims, debt collection and/or eviction. The management of the Guesthouse

UM has the right to introduce other rules and regulations if necessary.