

GENERAL TERMS AND CONDITIONS

Rental Search Services | Version 5 - final | English translation - October 2026

Article 1 - Definitions

Maison Collective: the business operating under the name Maison Collective. Client: the person who gives the instructions. Consumer: a client acting outside their trade or profession. Rental Search Services: services aimed at finding and renting residential accommodation. Agency Fee: the agreed remuneration payable upon a successful rental. Engagement: the engagement confirmation, these terms and conditions and any written additions.

Article 2 - Applicability

These terms and conditions apply to the Engagement. In the event of a conflict, the engagement confirmation takes precedence. Deviations apply only if agreed in writing. If any provision is void or voidable, this does not affect the remaining provisions.

Article 3 - Performance of the services

Maison Collective undertakes to use reasonable efforts and will perform the Engagement with the care that may be expected of a reasonably competent and reasonably acting professional rental search agent. Maison Collective does not guarantee the availability of properties, acceptance of the Client, or a result within any particular period.

Article 4 - Services and independence

The services may include preparing a search profile, selecting properties, contacting landlords or their representatives, arranging viewings, viewing properties on the Client's behalf, preparing a rental application, advising on rental terms, submitting a rental offer after approval, communicating and negotiating, discussing the tenancy agreement and assisting through to the handover of the keys. Maison Collective will not act for both the Client and the landlord in the same rental transaction.

Article 5 - Client obligations

The Client must provide the information and documents required for the services in a timely, complete and truthful manner and must notify Maison Collective of any relevant changes. Maison Collective may generally rely on the information provided.

Article 6 - Exclusivity

Unless otherwise agreed, the Engagement is exclusive for six weeks from its commencement. During that period, the Client will not engage another professional rental search agent or comparable provider for the same property search. The Client may submit independently found properties for consideration within the Engagement. Contractual exclusivity applies only while the agreement remains in force and does not restrict a Client who is a Consumer from terminating the Engagement at any time.

Article 7 - Agency Fee and successful rental

Standard Rental Search Services: one month's base rent, excluding 21% VAT, subject to a minimum of EUR 1,850 excluding VAT / EUR 2,238.50 including 21% VAT for Consumers.

Student rate: one month's base rent, excluding 21% VAT, subject to a minimum of EUR 1,500 excluding VAT / EUR 1,815 including 21% VAT for Consumers.

Where the Agency Fee exceeds the minimum, the total price for a Consumer is one month's base rent plus 21% VAT; the specific total price including VAT will be clearly communicated once the monthly base rent is known. A successful rental occurs when, as a result of Maison Collective's mediation, a tenancy agreement is concluded between the Client and a landlord for a property within the Rental Search Services. A rental offer in itself does not amount to a successful rental. Whether a tenancy agreement has been concluded depends on acceptance, any conditions and the particular circumstances. A signed tenancy agreement is not always required. Upon a successful rental, the full Agency Fee is due. Payment is due within seven days of the invoice date.

Article 8 - Rental offer and limited authority

Maison Collective will submit a specific rental offer on behalf of the Client only after receiving the Client's prior explicit approval. That approval must cover at least the property, rent, commencement date, tenancy term and any relevant terms or conditions, and may be given in writing or electronically, including by email or WhatsApp. The Client thereby grants Maison Collective limited authority solely to submit that particular approved offer on the agreed terms. The authority does not permit Maison Collective to amend the substance of the offer or perform other legal acts on the Client's behalf. A counteroffer or any other material change requires the Client's renewed explicit approval. The Client understands that acceptance of an offer made on their behalf may have legally binding consequences and that the later signing of a tenancy agreement is not always necessary for this purpose.

Article 9 - Remote viewings

A viewing carried out by Maison Collective and any photos or videos provided are not a complete substitute for attending a property in person. Visual, audible and other characteristics may appear different or may not be perceptible. A viewing does not constitute a technical, structural or specialist inspection. Maison Collective is not responsible for circumstances that could not reasonably have been observed or assessed during a remote viewing, except where the loss or damage results from a failure attributable to Maison Collective in performing its own obligations.

Article 10 - Information from third parties

Maison Collective uses information provided by landlords, agents, property managers and platforms. It handles such third-party information with due care but does not warrant its accuracy or completeness, unless it knew or reasonably ought to have known that the information was inaccurate or incomplete.

Article 11 - Termination

The Client may terminate the agreement subject to applicable mandatory law. Where termination takes place during the contractual exclusivity period, Maison Collective may, to the extent permitted by law, charge reasonable remuneration of up to EUR 495 excluding VAT / EUR 598.95 including 21% VAT for Consumers for work demonstrably performed. This remuneration is not a penalty or damages for termination and is not charged in addition to the full Agency Fee. This article does not apply where the Client validly withdraws from the agreement under a statutory right of withdrawal. In that event, only the applicable statutory rules on remuneration following withdrawal apply.

Article 12 - Continuing effect after termination

If, within three months after termination, the Client nevertheless rents a property in relation to which Maison Collective was demonstrably and substantively involved, the full Agency Fee may become payable, but only insofar as the eventual rental is sufficiently connected to the services performed by Maison Collective and within the limits of applicable law. This continuing-effect provision does not apply if the Client validly withdraws from the agreement. In that event, only the statutory rules governing the financial consequences of withdrawal apply.

Article 13 - Invoicing

Invoices are payable within seven days unless agreed otherwise. In relation to Consumers, default, interest and debt collection costs will be applied only in accordance with statutory rules.

Article 14 - Consumer right of withdrawal

Where a statutory right of withdrawal applies, the Client has 14 days from the conclusion of the agreement to withdraw from it. If the Client expressly requests performance during this withdrawal period and withdraws before the agreement has been fully performed, Maison Collective may request a proportionate amount for the work carried out up to the time of withdrawal, provided the statutory information and formal requirements have been met. If Maison Collective fully performs the agreement within the withdrawal period, the right of withdrawal expires before the end of the period only if performance commenced with the Client's prior express consent and the Client acknowledged that the right of withdrawal would be lost once Maison Collective had fully performed the agreement.

Article 15 - Relationship between withdrawal and the tenancy

Withdrawal from the agreement with Maison Collective does not, by itself, terminate an already validly concluded tenancy agreement between the Client and the landlord. The legal consequences of the rental offer and its acceptance are assessed separately.

Article 16 - Full performance

The fact that an Agency Fee has become payable does not, by itself, mean that the agreement has been fully performed for the purpose of the statutory right of withdrawal. For withdrawal purposes, the agreement has been fully performed when Maison Collective has fulfilled all its contractual obligations. The right of withdrawal expires only if the additional statutory requirements have also been met.

Article 17 - Personal data

Maison Collective processes personal data insofar as necessary for the Engagement and may share necessary information and documents with landlords or their representatives directly involved in a rental application, in compliance with applicable privacy legislation. Further information is provided in Maison Collective's Privacy Policy.

Article 18 - Liability

Maison Collective performs the Engagement with the care that may be expected of a reasonably competent and reasonably acting professional rental search agent.

Maison Collective is liable for loss or damage insofar as it results from a failure attributable to Maison Collective to perform the agreement.

In providing its services, Maison Collective relies on information from, among others, landlords, agents, property managers and platforms. Maison Collective takes due care in handling this information but does not warrant its accuracy or completeness, unless it knew or reasonably ought to have known that the information was inaccurate or incomplete.

Maison Collective is not liable for acts or omissions of independent third parties, including landlords, letting agents, property managers or others involved in the rental process, except insofar as the loss or damage also results from a failure attributable to Maison Collective in performing its own obligations.

Where Maison Collective views a property on the Client's behalf and the Client bases their assessment in part on photos, videos or feedback provided by Maison Collective, Maison Collective is not responsible for circumstances that could not reasonably have been observed or assessed during a remote viewing. This does not apply where the loss or damage results from a failure attributable to Maison Collective in performing its own obligations.

Maison Collective does not carry out structural, technical or specialist inspections of a property unless expressly agreed otherwise in writing. Maison Collective therefore cannot be expected to identify defects that would not reasonably be apparent to a rental search agent during a normal viewing.

To the extent permitted by law, Maison Collective is not liable for indirect loss or damage which is not sufficiently and directly connected to a failure attributable to Maison Collective.

Nothing in this article is intended to exclude or limit liability where such exclusion or limitation is prohibited by mandatory law. The statutory rights of Clients who are Consumers remain unaffected.

Article 19 - Complaints

Complaints should be submitted in writing as soon as reasonably possible to info@maisoncollective.nl so that Maison Collective can investigate them. Statutory consumer rights remain unaffected.

Article 20 - Governing law and disputes

Dutch law applies. The parties will first try to resolve disputes by mutual consultation. If this is unsuccessful, disputes will be submitted to the court having jurisdiction under the law. Mandatory consumer protection rules remain applicable.

Article 21 - Language and interpretation

These English General Terms and Conditions are a translation of the original Dutch Algemene Voorwaarden. In the event of any inconsistency or difference in interpretation between the two language versions, the Dutch text shall prevail, to the extent permitted by applicable law. This provision does not affect mandatory consumer protection rules, including the rule that an ambiguous consumer term is interpreted in the Consumer's favour.