

General Rental Terms and Conditions – Wasautomatenverhuur.nl

Article 1: Definitions

- Lessor: Wasautomatenverhuur.nl B.V.
- Lessee: the signatory of the rental agreement.

Article 2: Contract duration and termination

- The minimum rental period is 12 months.
- After this period, the agreement is tacitly extended by one full calendar month at a time.
- Termination is only possible after the minimum rental period and must be done in writing with a notice period of one full calendar month.

Article 3: Early termination of fixed-term contracts

- For contracts with a fixed duration of 1, 3 or 5 years, the agreement cannot be terminated prematurely without costs.
- If the lessee nevertheless terminates the agreement early, for any reason (including relocation within or outside the Netherlands), the lessee shall owe a termination fee of €100.
- In addition, the notice period of one full calendar month as stated in Article 2 always applies.

Article 4: Use and purpose

- The equipment is intended solely for normal household use at the lessee's registered address.
- Commercial or professional use is only permitted with the lessor's prior written consent.
- The lessee is not allowed to move, sublet, or otherwise give the equipment to third parties.

Article 5: Obligations of the lessee

- The lessee must ensure a proper power supply and water connection.
- The lessee must always follow the supplied manuals and instructions.
- Damage caused by misuse, moving the equipment, or negligent maintenance shall be borne entirely by the lessee.
- Malfunctions or defects must be reported to the lessor immediately.
- Repairs by third parties are not permitted.

Article 6: Obligations of the lessor

- The lessor is responsible for normal maintenance and repairs during the rental period.
- Malfunctions will be repaired within 5 working days, except in cases of force majeure.
- Urgent malfunctions (such as leaks) will be repaired as quickly as possible.
- The lessor may provide a replacement device, but the lessee has no entitlement to one.

Article 7: Ownership and damage

- The rented equipment always remains the property of the lessor.
- In the event of loss, theft, or irreparable damage, the lessee shall fully compensate the lessor.

Article 8: Financial provisions

- The rental price is fixed for the agreed period, unless government measures or cost developments make an adjustment necessary.
- Rent payments must be made via direct debit.
- Administration costs of €5.00 will be charged for failed direct debits.
- The lessor may require a security deposit at the start of the contract.
- In case of arrears, the lessee shall owe statutory interest and collection costs (WIK scheme).

Article 9: Costs due to misuse

- If a malfunction or defect is caused by misuse of the equipment, the costs of repair or the technician's visit will be fully charged to the lessee.
- Misuse includes but is not limited to:
 - - Washing machines: failure to check clothing and pockets for objects (such as coins, keys, nails, hairpins), leading to blockages in pump or filter; overloading the drum; incorrect or excessive use of detergent; damage or tears in the door seal/rubber gasket caused by misuse or foreign objects in clothing.
 - - Dryers: failure to empty the lint filter or condensate reservoir; drying of non-permitted items; insufficient ventilation for vented dryers; clogging of the condenser/heat exchanger with dust, hair, and lint due to lack of cleaning by the lessee.
 - - Dishwashers: failure to clean filters; leaving food scraps or bones; blockages of spray arms due to dirt or limescale; improper loading of dishes; use of unsuitable cleaning agents.

Article 10: Access and inspection

- The lessor has the right to enter the premises where the equipment is located at any time in order to carry out maintenance, repairs, or safety inspections.
- The lessee is obliged to cooperate fully.

Article 11: Liability

- The lessor is not liable for any damage, loss, or injury resulting from the use or malfunctioning of the equipment.
- The lessor's liability is in all cases limited to the value of the equipment.
- The lessee indemnifies the lessor against claims from third parties arising from the use of the equipment.

Article 12: Termination of the agreement

- The lessor may immediately terminate the agreement without judicial intervention if:
 - - the lessee is in default of payment,
 - - the lessee breaches the terms,
 - - an attachment is levied on the lessee's property,
 - - the lessee goes bankrupt, dies, or emigrates outside the Netherlands.
- In such cases, the lessor is entitled to reclaim the equipment immediately.

Article 13: Applicable law and disputes

- This agreement is governed exclusively by Dutch law.
- Disputes shall be submitted exclusively to the competent court in the district where the lessor is established.

Article 14: Privacy and data processing

- Wasautomatenverhuur.nl processes personal data solely in accordance with the GDPR and the applicable privacy statement.
- Data is used only for contractual and administrative purposes.

Article 15: Final provision

- In cases not covered by these terms and conditions, the statutory provisions on rental agreements shall apply.