

# ROOM Conditions of Use

Version: 1.6

Status: Final

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## A. GENERAL PROVISIONS

1. ROOM is the website and the offering instrument for student housing, which, from the moment of drafting these Conditions of Use, falls under the responsibility of Stichting DUWO and will in due course fall under the responsibility of a legal form yet to be established.
2. The Conditions of Use apply to all registrations by house hunters in the house hunters register and the use of the ROOM website.
3. This house hunters register was set up to make it possible for house hunters to be eligible for the student housing offered via the ROOM offering instrument.
4. By keeping the house hunters register, ROOM facilitates intermediary services for student housing on behalf of its members, based on the applicable Housing Regulations and the other laws and regulations that apply for housing corporations and other offerors of student housing. Personal data is used in accordance with the requirements set by the Dutch Data Protection Authority. For more information, please consult the ROOM privacy statement.
5. The Conditions of Use apply from 1 January 2018.

## B. GLOSSARY

The terms used in the Conditions of Use have the following meanings, unless a (different) meaning is attached to these elsewhere in these Conditions of Use.

### **Housing Regulation**

The municipal or regional regulations that provide for the allocation of student housing and in which – insofar as this is applicable – the conditions for acquiring a Housing Permit are laid down.

### **Housing Permit**

The permit that – insofar as this is applicable – is required pursuant to municipal or regional Housing Regulations in order to be allowed to make use of/grant the use of the housing indicated in the Housing Regulation.

### **Student**

A person registered with an institution as referred to in Section 1.1.1, under b. of the Dutch Adult and Vocational Education Act (*Wet educatie en beroepsonderwijs*) or a student registered with a university or a university of applied sciences as referred to in Section 1.2, under a. and b. of the Dutch Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*).

**Doctoral candidate**

A person preparing for a doctorate as referred to in Section 7.18 of the Dutch Higher Education and Research Act.

**Self-contained dwelling**

A dwelling that has its own front door and own facilities, such as a kitchen and sanitary fittings.

**Non-self-contained dwelling**

A dwelling that does not have its own front door and/or has one or more shared facilities, such as a kitchen and sanitary fittings.

**Student housing**

A self-contained or non-self-contained dwelling intended for students, doctoral candidates and related target groups to be indicated by ROOM.

**House hunter**

The person who is registered or is going to register in the house hunters register in order to find student housing within the territory of the housing corporations and other offerors of student housing that participate in ROOM.

**Registration**

A house hunter's registration in the ROOM house hunters register.

**Registration date**

The date on which a house hunter has registered on ROOM, provided that the registration fee has been paid in time.

**Registration time**

The period between the registration date and the closing date of the advertisement.

**Response/respond**

To indicate that one wishes to apply for specific student housing on the basis of an advertisement and/or housing offer on ROOM.

**Response period**

The period in which people can respond to an advertisement. The housing is advertised on ROOM for this period of time.

**Candidates list**

The list of house hunters that have responded to a specific advertisement on ROOM, ranked according to the allocation criteria that have been laid down for the relevant advertisement.

**Offer of a dwelling**

A dwelling being offered to the house hunter who has accepted the dwelling, meets the requirements and is the highest-ranking candidate on the list of candidates.

## CONDITIONS OF USE

### **1. Terms and Conditions**

You can register in the ROOM house hunters register under the following conditions:

- 1.1 You are 16 years or older.
- 1.2 You have Dutch nationality, have legal residency status or will get legal residency status after arriving in the Netherlands.
- 1.3 You are or going to be a student, or you are or are going to be a doctoral candidate.
- 1.4 Registration may be subject to costs, to be determined by ROOM.

### **2. Validity of the registration**

- 2.1 Your registration must be complete and up-to-date, and be completed truthfully. You are personally responsible for that. If, after a dwelling is offered, a check of the details proves that the details are incorrect, the housing association or other offeror may withdraw the offer of a dwelling.
- 2.2 A 14-days legal reconsideration time-out is applicable to your registration. You refrain from this time-out by accepting an offered dwelling on ROOM within this period. For a request for restitution, you can use the contact form on the ROOM website within the 14 days legal reconsideration time-out.
- 2.3 You may only be registered once. ROOM will remove any additional registrations.
- 2.4 Your registration allows you to have five current responses to offers of dwellings at a time. A current response is a response to an advertisement, the response period of which has not yet lapsed, or a response to a student dwelling, the response period of which has lapsed, but for which the highest-ranking candidate on the candidates list has not yet signed a lease agreement.

### **3. Details to be recorded in the registration**

The following details are required for registration:

- Surname and initials
- Date of birth
- Sex
- Home address
- Current housing situation
- Income
- Email address
- Telephone number

### **4. Term of the registration**

- 4.1 From the moment you register on ROOM, your registration is valid for eight years.
- 4.2 If you have been transferred to ROOM from another house hunters register, the term of your registration is eight years from the date you registered in the other house hunters register, unless ROOM determines otherwise.
- 4.3 From your registration date on, you will have thirty days to pay the registration fee. If you fail to do so, your details will be removed.
- 4.4 When your registration is coming to an end, you will receive an e-mail from ROOM with the offer to extend your registration with one year. If you do not make use of this extension within the prescribed period, your registration will be terminated.

### **5. Fees**

- 5.1 The use of ROOM is subject to a € 35 fee. This fee must be paid before you can accept an offered dwelling on ROOM.

- 5.2 You can pay by making use of the payment methods listed on the website.
- 5.3 However, ROOM reserves the right to delete/block accounts if you fail to pay or fail to pay on time.
- 5.4 If your account is deleted as referred to under 2.2, ROOM will transfer the fee you paid back into your account as soon as possible.
- 5.5 There are no costs involved to extend your registration, as mentioned in 4.4.

## **6. Blocked registration**

ROOM, or the ROOM members, are authorised to block the registration in the following cases:

- 6.1 You have been offered a dwelling, and have yet to sign the lease agreement for the relevant dwelling. This block will be lifted after you have signed the lease agreement.
- 6.2 You have accepted a dwelling, but decide against accepting the offered dwelling after all. This block will be lifted after you have paid the administrative costs charged by the relevant housing corporation or offeror.
- 6.3 The block, along with the reason for the block, will be communicated on your personal page on ROOM ('Mijn ROOM'), and you will be sent an email with an explanation. Your registration will continue to be valid throughout the block, and the term will count towards your registration time. However, you will not be able to post responses.

## **7. Termination of the registration**

Your registration may be terminated in the following cases:

- 7.1 If you indicate that you no longer wish to be registered.
- 7.2 If the maximum registration time has lapsed and you have not used the option to extend your registration.

## **8. Intermediary services for housing**

- 8.1 The housing associations and other offerors offer student housing through ROOM. The advertisement contains information on the dwelling. The housing association or other offeror is authorised to amend or withdraw an advertisement if it proves to contain errors and/or inaccuracies, or the dwelling is no longer available for rent.
- 8.2 You can respond to an advertisement, and can have a maximum of five current responses to student housing at the same time.  
You will be eligible for a dwelling if:
  - you are validly registered in the ROOM house hunters register;
  - you have responded to an advertised dwelling within the response period;
  - you are eligible for student housing pursuant to the municipal or regional Housing Regulation;
  - you meet the requirements listed in the advertisement;
  - you have not accepted another dwelling for which you have not signed the lease agreement yet.
- 8.3 The conditions under which you may be eligible for a dwelling and the manner in which the order for the candidates list is determined will be stated in the advertisement.
- 8.4 The housing association or other offeror will offer the house hunter who, pursuant to Article 8.2 and 8.3, is eligible for a student dwelling a lease agreement. This offer is made subject to the correctness of the contents of the advertisement and the availability of the dwelling.
- 8.5 The housing association or other offeror may refuse to offer the house hunter an agreement if, among other things:
  - the position on the candidates list was wrongfully obtained;
  - if the conditions of the advertisement have not been complied with;
  - the house hunter does not have Dutch nationality and no legal residency status;
  - if it turns out that the house hunter is not a student or doctoral candidate.

**9. Availability and maintenance**

9.1 ROOM will make every effort to ensure the services are available, but does not guarantee uninterrupted availability.

9.2 ROOM will actively maintain the Platform. If the maintenance will lead to a limitation of the availability, ROOM will – wherever possible – have it take place outside of office hours. Maintenance will be announced in advance. In the event of calamities, maintenance may take place at any time, and prior announcement will not be possible.

**10. Use of the personal data**

ROOM uses your personal data:

- in order to determine your ranking on the candidates list when you respond to a dwelling;
- for research and survey purposes, personal offers and direct mail, only for the benefit of intermediary services for housing.

**11. House hunter's rights**

Through your registration, you are entitled to:

- careful management of the registration details by ROOM and the housing associations and other offerors affiliated with it, within the frameworks of the Privacy statement ROOM;
- help from ROOM employees when registering or responding;
- inspection of your registration. This is possible on the 'Mijn overzicht' page on the ROOM website.

**12. Miscellaneous provisions**

12.1 This agreement is governed by Dutch law. Any disputes are submitted to the competent Dutch court.

12.2 ROOM can change these conditions unilaterally, for example if changes in laws or regulations require it to do so. In the event of a change, the user may cancel the account.

12.3 Changes will be announced on the ROOM website.