



# Port of Amsterdam

## GENERAL TERMS AND CONDITIONS

of letting real estate managed by Haven Amsterdam  
(text 1991)

### 1. **Acceptance**

- a. The Tenant shall accept the Property in the state and condition in which it is found on the date of commencement of the tenancy. The term "state and condition of the Property" also includes the state and condition of the land and the subsurface and the objects existing on or in the land.
- b. The Tenant shall affirm that on the date of commencement of the tenancy the Property is in a clean condition and a good state of repair, save as may be stated otherwise in a report, initialled by the parties, to be appended to the tenancy agreement.  
The Local Authority shall not be liable for any visible or inherent defects in the Property.

### 2. **Designated purpose and use**

- a. Offices, workshops and staff facilities that are used for the purpose specified in the tenancy agreement shall be deemed to be in conformity with that purpose.
- b. Without approval of the Local Authority previously obtained in writing the Tenant shall not be permitted to use the Property for any other than the purpose specified in the tenancy agreement.
- c. The approval referred to in paragraph b. may be granted subject to conditions, including a change in the rent.
- d. If the Tenant's use of the Property requires alterations or additions to objects owned by the Local Authority, the expenses incidental thereto shall be for the account of the Tenant.
- e. The Property may not be developed or used in such a way as would limit the possibilities of development or use of adjacent land, entirely without prejudice to applicable statutory provisions on this subject.

### 3. **Tenure**

When the term specified in the tenancy agreement has expired the tenancy agreement shall be automatically renewed for subsequent periods of six months each, unless it is terminated by written notice given at least three full calendar months before expiry of the originally agreed term or the term by which the agreement was last renewed, as the case may be.

### 4. **Rent adjustment**

Effective from 1 January of each year the rent shall be adjusted to the current national price level by increasing or reducing the current rent by a percentage equivalent to one-seventh of the percentage, applicable to the calendar year in which the rent adjustment is to take place, derived from the adjustment coefficient for five-yearly adjustment as referred to in Article 3.13 of the General Conditions of Perpetually Renewable Leases of Land (Local Government Gazette, Section 3, Number 36).

The amount so adjusted shall be rounded to the next higher whole guilder.

The Tenant shall be notified of the adjusted rent as soon as possible, but any delay in such notification shall neither release the Tenant from his obligation to make additional payment if the rent is increased, nor extinguish the Tenant's entitlement to a refund if the rent is reduced.

5. **Due dates and payment**

- a. Payment of the rent must be made in advance, without any rebate, reduction or set-off, in two equal bi-annual instalments on 2 January and 1 July of each year, by transfer or remittance to account number 4500181 with Postbank N.V. in the name of Haven Amsterdam.
- b. Payment of the rent for the period between the date of commencement of the tenancy and the next following due date as well as all other payments under the tenancy agreement must be made no later than twenty-one days after the date of invoice.
- c. Upon notice to that effect by the Local Authority the Tenant shall provide security for the performance of his obligations under the tenancy agreement by supplying a continuing bank guarantee in such form as the Local Authority shall prescribe to an amount equivalent to one year's rent plus turnover tax.

6. **Taxes, insurance premium and public utility services**

- a. All taxes to be levied on account of enjoyment by virtue of rights in rem, actual use or otherwise in relation to the Property, including the land and/or the buildings existing on the land, shall be paid by the Tenant, irrespective by or from whom such taxes are levied. If the Local Authority is assessed for any tax as aforesaid the Tenant shall pay the amount of the assessment to the Local Authority forthwith upon notice by the Local Authority requesting such payment.
- b. The premium charged to the Local Authority for fire insurance of objects owned by the Local Authority that are situated on the Property shall be paid by the Tenant.
- c. The cost of consumption of electricity, gas, water or other public utility services relating to the Property shall be for the account of the Tenant, irrespective by whom or to whom such costs are initially charged.

7. **Maintenance and repair**

- a. Save as may be otherwise provided herein, the maintenance of the Property shall be for the account of the Local Authority. The Tenant shall allow the work connected with said maintenance to be carried out and shall not obstruct the progress of such work. If any repairs are required that are the responsibility of the Local Authority, the Tenant shall so inform the Local Authority without delay. If major repairs as defined in Section 841 of the Civil Code are required, the Local Authority may decide to dispense with such major repairs and either offer the Tenant a proportionate reduction of the rent or propose an alteration of the terms and conditions or termination of the tenancy agreement.
- b. Minor and daily repairs as defined in Section 1619 of the Civil Code shall be for the account of the Tenant.
- c. The repairs referred to in paragraph b. shall also include the repair of minor subsidences in pavements and other forms of surfacing on the land and in warehouses and the replacement of lamps.
- d. The Tenant shall take all such measures as may be required to prevent damage to the Property, including damage caused by frost, snow and other weather conditions.
- e. The Tenant shall be liable for all damage to the Property, unless such damage has occurred through no fault of the Tenant or his servants and authorised visitors, and provided that the Tenant has taken adequate measures to prevent unauthorised persons from trespassing upon the Property.

- f. The provisions of paragraph e. shall not apply to damage caused by fire, unless such fire has been caused by or through negligence of the Tenant or persons for whom the Tenant is responsible.
  - g. The Tenant shall not be permitted to place loads on the Property of such weight as may cause danger, damage or obstruction to objects owned by the Local Authority or third parties. The ground floors of the municipal warehouses may not be loaded more heavily than with an evenly distributed floor load of 4,000 kg per m<sup>2</sup>.
  - h. The Tenant at his own expense shall keep the surface of the land, including any embankments, at the required elevation.
  - i. Upon notice to that effect by the Local Authority the Tenant shall sow with grass seed the strip of land between the boundary of the Property and the public road and shall thereafter regularly maintain that strip of grassland.
  - j. The Tenant shall be responsible for keeping the Property and the strip of land between the boundary of the Property and the public road clean and free of waste and/or weeds. Where the Property is concerned this obligation shall extend to include the following objects existing on or in the Property:
    - wells, lock chambers, drains and sewers,
    - guide slots of sliding lock gates,
    - rail trenches and switch points of harbour railways and crane tracks.
  - k. The Tenant shall be responsible for life lines and/or brackets fitted along quay walls. The cost of repair of damaged parts and the cost of replacement of missing parts of said equipment shall be for the account of the Tenant.
  - l. Without approval of the Local Authority previously obtained in writing the Tenant shall not be permitted to make any alterations to electrical plant, gas and water pipes or other installations on the Property.
8. **Prevention of obstruction**  
The Tenant shall take all such measures as are required to prevent danger, damage or obstruction being caused to the Local Authority or third parties as a result of any activity relating to the performance of the tenancy agreement.
9. **Connections**
  - a. The construction and maintenance of connecting roads to access routes shall be carried out at the expense of the Tenant in accordance with the applicable standards and conditions of the Local Authority.
  - b. The installation of water and gas pipes, electrical cables and wires and other technical facilities and connections of the same to the public grid shall be carried out in accordance with the applicable standards and conditions of the respective services and public utilities.
10. **Works, cables and pipes**
  - a. The Tenant shall allow the Local Authority, or any person(s) authorised or instructed for that purpose by the Local Authority, to carry out works within the boundaries of the Property, including but not limited to the construction, installation, alteration, extension and repair of rails, crane tracks, pipes, cables and sewers and all objects and equipment pertaining thereto.
  - b. The Tenant shall allow cranes and railway materials to be transported along tracks existing or to be built on the land.
  - c. The Local Authority shall see to it that any interruptions in the conduct of the Tenant's business shall be kept at the smallest possible minimum.

- d. If due to measures taken by the Tenant it becomes necessary to relocate any of the rails, crane tracks, cables, pipes and sewers existing on and in the Property, such relocation shall be carried out at the expense of the Tenant.
11. **Excavation**
    - a. Without approval of the Local Authority previously obtained in writing the Tenant shall not be permitted to carry out or have others carry out excavations on the Property.
    - b. The provisions of paragraphs d. and e. of Article 7 shall apply mutatis mutandis.
  12. **Buildings**
    - a. No buildings may be erected on the land or altered except with planning permission previously granted by the Local Authority to the Tenant in writing. The term "buildings" includes structures of any kind, particularly also fences, gates and screens.
    - b. The provisions of paragraphs d. and e. of Article 7 shall apply mutatis mutandis.
  13. **Enclosure of land**
    - a. Upon notice to that effect by the Local Authority the Tenant shall enclose the Property with a properly constructed fence or wall as a partition between the Property and other parcels of land not let to the Tenant, and the Tenant shall maintain such fence or wall in a good state of repair. Where party walls are concerned the duty of maintenance shall be the duty of each of the neighbours.
    - b. The openings in such fence or wall necessary to allow passage to traffic must be provided with lockable gates or barriers.
    - c. Such gates or barriers shall be operated by and at the expense of the Tenant.
    - d. The Tenant shall allow the Local Authority or third parties to connect walls or fences of adjacent properties to his own.
  14. **Drainage and sewerage**
    - a. The Tenant at his own expense shall make such provisions as to ensure that no rain water will be discharged onto adjacent properties or roads.
    - b. Upon notice to that effect by the Local Authority the Tenant at his own expense shall connect the sewerage in and on the Property to the municipal sewerage system. The contributions due for such connection in accordance with the applicable municipal by-laws shall be charged to the Tenant.
    - c. The provisions of paragraphs d. and e. of Article 7 shall apply mutatis mutandis.
  15. **Depth of water**
    - a. If so provided in the tenancy agreement, the floor of the harbour abutting upon the Property, save for any underwater slope that may be present, shall be maintained by the Local Authority at the depth as specified in the tenancy agreement.
    - b. Unless there is prima facie evidence to the contrary, any objects or substances found on or in the floor of the harbour abutting upon the Property shall be considered to have come from the Tenant's premises or from ships which have loaded or discharged cargo there for the purposes of the Tenant's business.

- c. Upon notice to that effect by the Local Authority the Tenant shall reimburse the Local Authority for all extra costs or expenses which the Local Authority may incur as a result of the presence of objects or substances as referred to in paragraph b., entirely without prejudice to the provisions of Article 26 and any prima facie evidence to the contrary as referred to in paragraph b.
  - d. The costs and expenses referred to in paragraph c. include but are not limited to the cost of repair of damage to dredging equipment and compensation for consequential loss suffered by the dredging operators as a result of the presence of objects or substances as referred to in paragraph b.
  - e. Prior to the commencement of dredging work the Local Authority may require the Tenant to provide security, in such form and to such amount as the Local Authority shall determine, to ensure performance of the Tenant's obligation of payment in connection with the provisions of paragraphs c. and d.
  - f. The Local Authority shall be deemed to have duly performed an obligation as referred to in paragraph a. if the dredging work is carried out as soon as possible after the water depth has been shown to be insufficient.
  - g. An obligation of the Local Authority as referred to in paragraph a. shall cease to apply if performance of that obligation cannot reasonably be required due to causes which cannot reasonably be attributed to the Local Authority, or due to the height of the expenses that arise from pollution of the harbour floor.
  - h. The provisions of paragraphs b., c., d. and e. of this article shall also apply if no obligation of the Local Authority as referred to in paragraph a. has been incorporated in the tenancy agreement.
16. **Mooring bollards**
- a. Upon notice to that effect by the Local Authority the Tenant shall allow mooring bollards to be installed on the Property for the benefit of the Local Authority or third parties.
  - b. No fees for keeping or using mooring bollards shall be charged by any of the parties concerned.
17. **Docking of ships**
- a. No vessels may dock at the Property without the Tenant's consent.
  - b. Upon notice to that effect by the harbour master the Tenant shall permit that vessels not destined or used for the Tenant's business will dock at temporarily unused parts of the Property. The Tenant shall allow the crews of such vessels to pass across the Property for the purpose of reaching or leaving their ship.
18. **Illumination**
- a. The lights that are used on the Property and on or in the buildings erected on the Property and that are used on the ships docked at the Property must be fitted with such screens as will satisfy the harbour master that said lights will not interfere with identification of harbour lights or interfere with navigation.
  - b. The Local Authority may install one or several harbour lights on the Property. The cost of installation and maintenance shall be for the account of the Local Authority.
  - c. In special cases, upon notice to that effect by the harbour master, the Tenant shall be required to leave on the exterior lighting of buildings on the side of the Property facing the water.

- d. The cost of electricity consumption arising from the provisions of paragraphs b. and c., in so far as such cost remains within reasonable limits, shall be for the account of the Tenant.
19. **Subletting**
- a. Without approval of the Local Authority previously obtained in writing the Tenant shall not be permitted to sublet the whole or any part of the Property or the buildings erected thereon to others or to allow others to use the same, under any title whatsoever. Said approval may be granted subject to conditions, including alteration of the rent.
  - b. The term "others" in paragraph a. shall not include companies in which the Tenant has a controlling interest.
  - c. The Tenant shall remain fully liable to the Local Authority for the due performance of all his obligations under the tenancy agreement.
20. **Liability for damage and loss**
- a. The Local Authority shall not be liable for any damage or loss suffered by the Tenant or third parties in any connection with the performance of the tenancy agreement, except in so far as such damage or loss is the result of intentional acts or gross negligence on the part of the Local Authority.
  - b. If due to an event not caused by and not being the Tenant's responsibility there should occur a temporary interruption or limitation in the Tenant's enjoyment of the Property for a period of more than thirty days as a result of any defect in the Property for which the Tenant is not responsible under the tenancy agreement, the Local Authority shall allow the Tenant a proportionate reduction of the rent from the date on which the Tenant has informed the Local Authority of such defect in writing and until the date on which the defect has been repaired. The Tenant shall have no other or wider rights on this account, except in so far as there should be a case of intentional acts or gross negligence on the part of the Local Authority.
21. **Use**
- a. The Tenant may not leave the Property unused for a period longer than six months.
  - b. Throughout the life of the tenancy agreement the Tenant shall not be entitled to remove from the Property, otherwise than in the normal course of his business, any of the objects, chattels, goods or things which he has placed or installed upon or in the Property for purposes of its use in accordance with its designated purpose.
  - c. Upon notice to that effect by the Local Authority the Tenant shall provide security for the performance of his obligations under the tenancy agreement by giving the Local Authority a lien ("pandrecht") on the personal property referred to in paragraph b. by means of an authentic or registered instrument under hand as referred to in Section 3:237 of the (New) Civil Code, but without being required to give the Local Authority possession of said personal property.
22. **Obstruction etc. by third parties**
- If the Local Authority agrees or has agreed to the establishment of buildings, plants or factories on parcels of land in the vicinity of the Property, the Tenant shall demand no compensation from the Local Authority on account of any danger, damage or obstruction to the Tenant that might arise from any such establishment.

23. **Traffic along the Property**

The Tenant shall cause no obstruction of any kind which may impede the movement of traffic along the Property. The Tenant shall ensure that vehicles belonging to him or used for his business or vehicles of persons calling at his premises shall not be parked, stopped or loaded or unloaded outside the Property, irrespective whether or not the road concerned is a no-waiting zone.

24. **Access municipal employees**

- a. The Tenant shall at all times give authorised employees of the Local Authority access to the Property and the buildings erected and existing on the Property, for the purpose of ascertaining the due compliance with the provisions of the tenancy agreement.
- b. In carrying out their task said officials shall do their utmost to avoid interruption of the Tenant's business and shall duly observe the Tenant's safety instructions.

25. **Advertising**

Without approval of the Local Authority previously obtained in writing the Tenant shall not be permitted to affix advertising boards or signs upon or to the Property.

26. **Environmental protection**

- a. The Tenant shall not do or omit any act or thing the consequences of which may create or contribute to the cause of contamination of soil, ground water, surface water or underwater soil, or other forms of environmental pollution on or in or near the Property.
- b. If any contamination or pollution as referred to in paragraph a. has occurred or is expected to occur the Tenant shall so inform the Local Authority at once.
- c. The Tenant shall be liable for any contamination or pollution as referred to in paragraph a. existing on or in or near the Property, unless and in so far as such contamination or pollution already existed there before the commencement of the tenancy or the commencement of previous use of the Property by the Tenant, or unless and in so far as such contamination or pollution was not caused or contributed to by any act or omission of the Tenant or his servants or third parties who had access to the Property during the tenancy or during the Tenant's previous use of the Property.
- d. At any time during the life of the tenancy agreement or after its termination the Local Authority shall have the right -after consultation with the Tenant- to carry out an investigation into the presence, extent, cause and/or consequences of contamination or pollution as referred to in paragraph a.
- e. If contamination or pollution as referred to in paragraph a. is present or imminent the Local Authority -after consultation with the Tenant- shall have the right to determine and carry out or cause the Tenant or a third party to carry out such measures as in the opinion of the Local Authority are necessary to remove or limit or prevent such contamination or pollution or the probable causes or possible consequences thereof.
- f. The Tenant shall be required to supply all information and to give all cooperation which the Local Authority shall deem necessary in connection with the investigation or measures as referred to in this article, and the Tenant shall further be required to give access to the Property to the persons charged with such investigation or measures and to suffer the presence of the equipment to be used for the purposes of such investigation or measures.

- g. The Local Authority shall not be liable for any damage or loss which the Tenant might suffer as a result of an investigation or measures as referred to in this article, save in so far as such damage or loss should be the result of intentional acts or gross negligence on the part of the Local Authority. The cost of said investigation and measures shall be for the account of the Tenant, unless he is not liable for the contamination or pollution.
  - h. The Tenant shall take out and maintain to the satisfaction of the Local Authority insurance against the risks which arise for the Tenant out of this article, to such extent as such insurance cover is reasonably available on the Dutch insurance market.
- 27. **Requisite licences etc.**

Where the Local Authority as landlord may grant any approval, consent, permission, licence, exemption, dispensation or the like required pursuant to any of the provisions of the tenancy agreement, such grant shall not operate as a substitute for, nor anticipate the granting of any approval, consent, permission, licence, exemption, dispensation or the like required pursuant to any statute or government order, and vice versa.
- 28. **Breach of contract**
  - a. If any sum payable by the Tenant to the Local Authority under any of the provisions of the tenancy agreement is not paid on the due date the Tenant shall be charged interest on the outstanding amount at the rate of 1% per month from the due date until the date of payment in full, entirely without prejudice to the provisions of paragraph b. The interest shall be payable by the mere fact of the delay in payment, without any notice of default or notice claiming such interest being required.
  - b. If the Tenant fails to fulfil on time any of his obligations under the tenancy agreement or arising from any statute or government order, the Local Authority shall have the right, without being liable for any compensation, to terminate the tenancy agreement by giving one month's notice, and to demand payment of compensation for costs, losses and interest caused by the Tenant's breach of contract.
- 29. **Vacant delivery of Property upon expiry of tenancy**
  - a. Save as may be otherwise determined by the Local Authority at such time, upon expiry or termination of the tenancy agreement the Tenant shall deliver the Property to the Local Authority empty and unoccupied, free and clear of all objects which the Tenant may have placed upon or affixed to the Property, and the Tenant shall be required to show that the Property is in the state and condition as referred to in paragraph b. of Article 1. The Tenant shall not be entitled to demand payment of compensation for the value of the objects to be removed or to be left behind, nor for the cost of removing such objects.
  - b. For such length of time as the Property may not be properly vacated on time in accordance with the provisions of paragraph a., the Tenant shall be required to pay to the Local Authority a consideration equivalent to the rent, entirely without prejudice to the entitlement of the Local Authority to compensation for costs, losses and interest.
- 30. **Bailiff's writ: costs**
  - a. If any notice as referred to in the tenancy agreement required or permitted to be given by the Local Authority is served by a bailiff's writ, the cost of such writ shall be paid by the Tenant.



- b. If maintenance, repair or other work is to be done on, in, to or with regard to the Property or any objects owned by the Local Authority placed or to be placed upon the Property, the cost of which work is for the Tenant's account pursuant to any provision of the tenancy agreement or the law, the Local Authority may require that the Local Authority shall be commissioned to carry out such work for a remuneration based on the scale of fees then charged by the Local Authority for such services, including a surcharge for general expenses.
- c. All costs to be incurred by the Local Authority in and out of court to preserve and enforce its rights under the tenancy agreement shall be for the account of the Tenant.

31. **Final provisions**

- a. The limitations of liability of the Local Authority as stated in the tenancy agreement shall not apply to such extent as that liability shall be covered by insurance.
- b. Alterations of these General Conditions, save in so far as such alterations should be unreasonably burdensome to the Tenant, shall be binding upon the Tenant thirty days after the Tenant has been given written notice of the altered conditions.
- c. If a policy review by the Local Authority or other important considerations of public interest should justify alteration -other than alteration of the General Conditions- or complete or part dissolution of the tenancy agreement, the Local Authority shall negotiate with the Tenant about such alteration or dissolution before filing any action for that purpose.
- d. In the performance of its agreement with the Tenant the Local Authority shall observe and comply with the general principles of proper administration.
- e. If the Tenant changes his name or address he shall notify the Local Authority accordingly.