



INDIVIDUAL AGREEMENT FOR THE SUPPLY OF HEAT

Housing association Nijestee, having its registered office and place of business in Groningen at Damsterplein 1, legally represented in this matter by P. Bregman, managing director, hereinafter to be referred to as '**Supplier**';

and

residing in Groningen at

, hereinafter to be referred to as '**Consumer**';

Considering that:

- A. the consumer rents the accommodation from housing association Nijestee in the complex, hereinafter to be referred to as 'the Complex';
- B. the complex is fitted with a communal installation for the supply of heat and/or hot tap water;
- C. the supplier supplies heat to the consumer to heat the accommodation and/or the heating of hot tap water (hereinafter to be jointly referred to as: **heat**), which the consumer wishes to use against the conditions as included in this agreement and the associated general supply conditions of housing association Nijestee from 2014.

Hereby agree as follows:

Article 1 Supply of heat

- 1.1 The consumer hereby undertakes to exclusively source heat from the supplier for the accommodation in the complex as of the start date of the tenancy agreement, against the conditions included in this agreement and the general supply conditions of the supplier – housing association Nijestee – from 2014 (hereinafter to be referred to as: **the general supply conditions**). Prior to concluding this agreement, the consumer shall have taken note of these general supply conditions and agreed to them. By signing this agreement, the consumer shall also sign to acknowledge receipt of a copy of the **general supply conditions**.
- 1.2 The consumer can only terminate this agreement simultaneously with the termination of the tenancy agreement between the consumer and housing association Nijestee, with regard to the accommodation in the complex.
The agreement can be terminated by the supplier in accordance with the provisions as included in the general supply conditions.

- 1.3 The supply temperature of the water intended for space heating will be between 20 ° C and 90 ° C.
The supply temperature of hot water intended for hot tap water will be between 50 ° C and 75 ° C.

Article 2 Price

- 2.1 During the term of this agreement, the supplier shall charge the consumer a variable rate and a standing charge for the supply of heat.
In addition to the standing charge and the variable rate, the supplier shall also charge costs for measuring heat consumption and/or rental of the transfer kit. You can find the rates on our website: www.nijestee.nl.
- 2.2 The supplier shall be entitled to change its rates periodically, based on changes in energy prices and cost components. With regard to the standing charge and the variable rate, the supplier shall not charge more than the maximum price as established by the Netherlands Authority for Consumers and Markets (ACM) based on the Heat Act. The rates will be published by the supplier on its website. The supplier will increase any amounts owed by the consumer based on this agreement by taxes and levies, which the supplier is required and authorised to charge, respectively, pursuant to a decision by the government.
- 2.3 The consumer shall be charged a monthly advance amount of €50.00. This advance amount can be changed periodically by the supplier. The advance amount shall be charged simultaneously with the rent.
- 2.4 In deviation from the provisions in article 2.1, the supplier shall be entitled to pass on costs to the consumer in a different way, and in such a way that the actual share of the individual consumer in the total costs of the collective installation is approached as accurately as possible.

Article 3 Final provision

- 3.1 The general supply conditions of the supplier shall apply to this agreement. In the event of internal conflict between the provisions stipulated in this agreement and the general supply conditions, the provisions in this agreement shall prevail.
- 3.2 The supplier shall inform the consumer in writing of (its intention to effect) any changes to the conditions connected to this agreement for the supply of heat, if necessary with reference to documents published on its website, including the general supply conditions and the list of rates.
- 3.3 The supplier shall be entitled to transfer its rights and obligations from this agreement to a third party to be determined by the supplier, to which the consumer declares to agree in advance, by signing this agreement.

Thus drawn up in duplicate,

in Groningen on (date)

The supplier

Consumer

Housing association Nijestee

The link below will directly refer you to the general supply conditions of housing association Nijestee from 2014 which apply to the individual supply agreement. You can store these conditions on your own computer. In the unlikely event the link does not work, we kindly ask you to contact Nijestee. The conditions will be sent to you in this case.

[www.nijestee.nl/fileadmin/user_upload/02_ik_huur/WarmetWet-Algemene Leveringsvoorwaarden Woningstichting Nijestee 2014.pfd](http://www.nijestee.nl/fileadmin/user_upload/02_ik_huur/WarmetWet-Algemene_Leveringsvoorwaarden_Woningstichting_Nijestee_2014.pfd)