

ANNEX 2: GENERAL TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

1. DEFINITIONS	
In this Agreement, including all its annexes and the special terms sheet, the following terms shall have the meanings set out below:	
Party/Parties	Tenant or Landlord / Tenant and Landlord.
Agreement	this rental agreement, its special terms and conditions, general terms and conditions, and all existing and future annexes thereto.
Certificate	a document attached to the Agreement describing the protections offered to the Tenant and the Landlord and the scope thereof.
Dwelling	the residential premises specified in Clause 2 of the Agreement.
Building	the building in which the Dwelling is located, including, in addition to the Dwelling, stairwells, elevators, corridors, entrances, and areas situated within the building or in its immediate vicinity that are intended for common use.
Furnishings	household appliances, equipment, furniture and other furnishings/systems handed over to the Tenant under the Agreement.
Act	a document recording, upon the handover and return of the Dwelling, the condition of the Dwelling and the property therein, including the level of cleanliness.
Rent	the fee for the use of the Dwelling, the amount of which the Parties have agreed upon in clause 3 of the Agreement.
Utility costs and building maintenance and improvement costs	services and costs related to the use, maintenance and improvement of the Dwelling and the Building. The exact allocation of costs agreed between the Parties is set out in annex 1 to the Agreement.
2. HANDOVER OF THE DWELLING	
2.1 After the conclusion of the Agreement, the Landlord shall hand over the Dwelling and the Tenant shall accept the Dwelling by drawing up/confirming an Act. The Parties shall record in the Act all known and visible defects. Upon taking possession and/or within a reasonable period after taking possession, the Tenant must thoroughly inspect the Dwelling and the Furnishings and notify the Landlord and Rendin in writing of all defects discovered by the Tenant and that for any reason have not been recorded in the Act (latent defects). 2.2 The Tenant's delay in accepting the Dwelling does not release the Tenant from the obligation to pay the Rent, utility costs and maintenance and improvement costs. 2.3 After the termination of the Agreement, the Tenant shall return the Dwelling and the Landlord shall accept the Dwelling by drawing up/confirming an Act. If the Tenant returns possession of the Dwelling to the Landlord before the termination of the Agreement, the Act shall be drawn up at the time of handover of the Dwelling notwithstanding that the Agreement remains in force. The purpose of the Act is to record the condition of the Dwelling and all known and visually identifiable defects. The condition of the Dwelling and any defects discovered shall also be deemed to have been duly recorded if the relevant information and photos are provided to the Tenant without delay by e-mail or in another form capable of being reproduced in writing. If, after the Dwelling has been accepted and its condition recorded, a defect is discovered for which the Tenant is responsible, which could not have been identified during an ordinary inspection and of which the Tenant has not given notice, the Landlord shall notify the Tenant of the defect without delay by e-mail or in another form capable of being reproduced in writing. 2.4 Upon handover/return of the Dwelling, the Parties undertake to record the condition of the Dwelling not only in the Act but also by photographs, which shall be attached to the Act and stored on the Rendin platform.	

3. MEANS OF ACCESS TO THE DWELLING

3.1 The Landlord shall provide the Tenant with a set of access means necessary for entry into the Building and the Dwelling, including keys, access cards, codes or other similar means. The access means handed over shall be recorded in the Act. If the Tenant reasonably requests additional means, these shall be ordered by agreement of the Parties.

3.2 The Tenant is not permitted to make additional copies of the access means to the Building and the Dwelling without the Landlord's written consent.

3.3 At least one set of means enabling access to the Dwelling shall remain at the disposal of the Landlord.

3.4 The Tenant shall immediately notify the Landlord of the loss, theft or other loss of possession of a key or other access means handed over to the Tenant.

3.5 In the event of loss of access means, the Landlord may, at the Tenant's expense, replace the locks and implement other necessary security measures to ensure protection of access and property.

4. VALIDITY, EXTENSION AND TERMINATION OF THE AGREEMENT

4.1 The Agreement shall enter into force on the date it is signed by all parties (the Landlord, the Tenant and, if provided for in the Agreement, the Guarantor).

4.2 The protections provided under the Certificate shall enter into force on the date on which all of the following conditions have been met:

4.2.1 the Agreement has been signed;

4.2.2 the handover date of the Dwelling has arrived;

4.2.3 possession of the Dwelling has been handed over to the Tenant.

4.3 Upon termination of the Agreement, the procedure provided by law shall be followed. Termination of the Agreement shall be formalised on the Rendin platform. If the Agreement is terminated outside the platform, Rendin must be notified thereof without delay. The Agreement may be terminated:

4.3.1 By ordinary termination, by giving the other Party at least three months' prior notice (except under § 312 (2) of the Law of Obligations Act). The notice must be in a format that can be reproduced in writing.

4.3.2 By agreement of the Parties at any time. The agreement must be confirmed by both Parties.

4.3.3 On an extraordinary basis for good cause (extraordinary termination is permitted in particular in the circumstances specified in § 314–319 of the Law of Obligations Act).

4.3.4 The Agreement does not terminate upon the death of the Landlord.

4.3.5 In the event of the death of the Tenant, the Agreement shall terminate no later than three months after receipt of notice of the Tenant's death.

4.4 All amendments and supplements related to the Agreement shall be formalised either on the rendin.ee platform or recorded in a format that can be reproduced in writing, and the respective agreement shall be forwarded to Rendin.

4.5 No later than on the day following termination of the Agreement, the Tenant is obliged to:

4.5.1 return the Dwelling (including all access means) in the same condition in which the Landlord handed it over to the Tenant, taking into account normal wear and tear; and

4.5.2 delete or amend in all registers the registered address entries relating to the Dwelling concerning the Tenant and third parties related to the Tenant.

4.6 Upon termination of the Agreement, the Parties shall inspect the condition of the Dwelling, the Furnishings and the level of cleanliness and draw up an Act together with photographs.

4.6.1 If one of the Parties does not appear on the agreed date for the return of possession of the Dwelling, the return shall be deemed to have taken place on the basis of the Act drawn up by the other Party.

4.6.2 If the Tenant fails to return all access means to the Dwelling, the Tenant shall compensate the Landlord for the costs of replacing locks and/or security systems and other related works.

4.7 If less than one month remains until the termination of the Agreement, the Tenant is obliged to assist the Landlord in preparing a new tenancy, in particular by allowing the Landlord to inspect the condition of the Dwelling and permitting visits to the Dwelling at an agreed time together with prospective tenants and a broker.

5. RENT AND UTILITY COSTS AND BUILDING MAINTENANCE AND IMPROVEMENT COSTS

5.1 The Tenant shall pay the Rent each month by the date agreed in the Agreement.

5.2 In addition to the Rent, the Tenant shall pay utility costs and maintenance and improvement costs in accordance with the list set out in annex 1 to the Agreement.

5.3 The Tenant shall pay the utility costs and maintenance and improvement costs no later than on the due date indicated on the invoices or payment notices, or in accordance with any other agreement. Payment shall be made, as agreed by the Parties, either directly to the service provider or to the Landlord.

5.4 The Party specified in the Agreement shall pay for the Rendin service. The Rendin invoice must be paid by the due date using the payment details indicated on the invoice.

5.5 If the Tenant delays payment of the Rent or utility costs and maintenance and improvement costs, the Landlord has the right to demand triple the statutory default interest rate for each day of delay.

5.6 If the Tenant delays payment of utility costs or building maintenance and improvement costs, and as a result the Landlord incurs liability towards the invoice issuer for default interest or other costs related to the delayed payment (including debt recovery costs), the Tenant shall reimburse the Landlord for all such amounts in full.

5.7 During the term of the Agreement, the Rent agreed in the Agreement may increase or otherwise change.

5.7.1 The Landlord may increase the Rent after every 12 months from the conclusion of the Agreement. Notice of the Rent increase must be given in a format that can be reproduced in writing, delivered to the Tenant at least 30 calendar days before the Rent increase takes effect, and must include at least:

- a) the extent of the Rent increase and the new amount of Rent;
- b) the date from which the Rent is increased;
- c) the justification and calculation for the Rent increase;
- d) the procedure for contesting the Rent increase.

5.7.2 The Tenant has the right to terminate the Agreement within 30 calendar days from receipt of the notice of the Rent increase by giving at least 30 calendar days' notice. If the Tenant does not submit a contestation or terminate the Agreement, the Rent increase shall be deemed accepted.

5.7.3 The Parties may amend the Rent by agreement at any time, either by increasing or decreasing it, by executing an annex to the Agreement.

6. RIGHTS AND OBLIGATIONS OF THE LANDLORD

6.1 The Landlord shall hand over the Dwelling under the terms and in the manner provided in the Agreement.

6.2 The Landlord is obliged to ensure that the Dwelling and the Furnishings are in a condition suitable for contractual use throughout the term of the Agreement. Among other things, this means that the Landlord is responsible for the maintenance of technical systems located in the Dwelling and for maintenance required as a result of normal wear and tear of the equipment.

6.3 The Landlord is obliged to equip the Dwelling with compliant and functioning smoke and/or carbon monoxide detectors.

6.4 During the term of the Agreement, the Landlord has the right, upon prior agreement with the Tenant, to inspect the condition of the Dwelling, the Furnishings and the equipment. The Landlord has the right to enter the Dwelling without the Tenant's prior consent only if there is reason to suspect significant damage to the property (for example, in the event of smoke emanating from the Dwelling, water leakage or other serious emergency) and the Landlord has been unable to contact the Tenant. Rendin must be notified without delay of such suspicion and of the entry into the Dwelling. At the request of the Tenant or Rendin, the Landlord must be able to prove the existence of such suspicion and attempts to contact the Tenant.

6.5 If works need to be carried out in the Dwelling or the Building that may affect the Tenant (for example renovation or remedying defects), the Landlord must notify the Tenant of the works in a timely manner and take the Tenant's interests into account when carrying out the works.

6.6 The Landlord has the right to claim a contractual penalty for breach of a non-monetary obligation by the Tenant in the amount of up to 10% of one month's Rent for each breach. For the purposes of this clause, the breaches for which a contractual penalty may be claimed are: smoking in the Dwelling or elsewhere in the Building where it is not permitted, subletting of the Dwelling, keeping pets without permission, disturbing the night-time peace, and soiling the Building and its grounds. The total amount of contractual penalties applied within one calendar month may not exceed 20% of one month's Rent. A claim for a contractual penalty shall not preclude the Landlord's right to claim compensation for actual damage exceeding the contractual penalty.

6.7 After termination of the Agreement, the Landlord undertakes, for a period of three months, to notify the Tenant by e-mail of any items addressed to the Tenant that are sent to the Landlord or to the Dwelling and to retain such items for up to one month. Items sent later than three months after termination of the Agreement may be destroyed by the Landlord.

7. RIGHTS AND OBLIGATIONS OF THE TENANT

7.1 The Tenant is obliged to:

7.1.1 use the Dwelling solely as residential premises.

7.1.2 use the Dwelling and the Building carefully and in accordance with their intended purpose.

7.1.3 take into account the interests of other residents and neighbours.

7.1.4 inform the Landlord if the Tenant is absent from the Dwelling for more than 14 consecutive days and such absence may endanger the preservation of the Dwelling, the Furnishings or other property.

7.1.5 request from the Landlord any missing instructions related to the use and maintenance of the Dwelling and the Furnishings (e.g. maintenance of household appliances and handling of malfunctions, availability and interpretation of manufacturer manuals, replacement of ventilation filters, etc.).

7.1.6 notify the Landlord without delay of all defects and damage occurring in or caused to the Dwelling, including the Furnishings and equipment, or to the Building, as well as of circumstances preventing the payment of mandatory charges. The Tenant is obliged to take all reasonable measures to prevent the increase of damage and, where necessary, ensure the Landlord access to the Dwelling in the Tenant's possession.

7.1.7 remedy at the Tenant's own expense minor defects that can be eliminated by minor cleaning or maintenance necessary for the ordinary preservation of the item (such as replacing batteries, light bulbs and filters, and clearing easily removable blockages using drain cleaner). Minor defects are generally defects that do not require the involvement of a specialist.

7.2 When using the Dwelling and the Building, the Tenant undertakes to comply with:

7.2.1 all applicable laws and regulations (including fire safety and other customary rules);

7.2.2 maintenance and operating instructions for the Dwelling, the Furnishings, equipment and devices; and

7.2.3 the requirements and recommendations of utility service providers (e.g. the apartment association or electricity provider).

7.3 The Tenant may, only with the Landlord's prior consent given in a format that can be reproduced in writing:

7.3.1 accommodate third persons in the Dwelling, except for minor children. Under this clause third persons include, among others, the Tenant's partner, spouse, adult children, and parents;

7.3.2 keep pets in the Dwelling;

7.3.3 make alterations and improvements in the Dwelling. The Tenant shall also be liable for damage resulting from approved works.

7.3.4 order works or services related to the Dwelling or the Building from the apartment association, management company or any other service provider. The Tenant shall bear the costs of any works or services ordered without the Landlord's consent, unless such works or services were necessary because the Landlord failed to perform its obligation within a reasonable time, or in order to prevent immediate damage in circumstances where delay was not reasonably possible.

7.4 Any form of smoking in the Dwelling is strictly prohibited. In the event of a breach of this prohibition, the Tenant shall be liable for any resulting damage and the associated costs, including, where necessary, the costs of cleaning, ozone treatment and repair of the Dwelling, as well as the replacement of the Furnishings.

7.5 The Tenant is obliged to return the Dwelling and the Furnishings to the Landlord in the condition and level of cleanliness in which they were at the time of handover, taking into account normal wear and tear. Normal wear and tear shall not include, among other things, dirt arising from use, including limescale, dust or any other soiling that can be removed by cleaning. If the Tenant fails to comply with this obligation, the Landlord has the right to order the works or services necessary to restore the condition of the Dwelling, and the related costs shall be borne by the Tenant.

7.6 The Tenant is obliged to compensate for damage caused to the Dwelling or the Building by the Tenant, persons living with the Tenant, animals, or persons staying in the Dwelling or the Building with the Tenant's permission or invitation.

7.7 Granting the Dwelling for use to third parties, in particular subletting, is prohibited.

7.8 The Tenant has the right to review documentation in the possession of the Landlord concerning utility costs and building maintenance and improvement costs.

7.9 The Tenant is obliged to forward to the Landlord all notices received by the Tenant or delivered to the Dwelling that are addressed or intended for the Landlord.

7.10 If the submission of meter readings is not automated, the Tenant is obliged to submit the readings for the previous month no later than the 1st day of the following month.

8. FINAL PROVISIONS

8.1 If the owner of the Dwelling changes during the term of the Agreement, the Landlord's rights and obligations arising from the Agreement shall transfer to the acquirer of the property as of the date of transfer of ownership. The Tenant shall be notified in writing without delay of the change of ownership and of the details necessary for payment.

8.2 All matters arising from this Agreement but not regulated herein shall be resolved in accordance with applicable law, taking into account the general purpose of the law and the principles of good faith and reasonableness. The Agreement shall be performed and interpreted in accordance with the legislation of the Republic of Estonia.