

Rental conditions

General terms and conditions

Version 01-12-2020 "t Holten Huus", Oosterduinen D82, 9331 WE Norg



Application

These General lease terms apply to reservations and agreements with respect to the holiday home 't Holten Huus', standing and located at Oosterduinen D82, 9331 WE Norg in the Netherlands. In these general rental conditions the term 'hirer' means: the person who makes an agreement with us concerning the rental of the holiday home. These General Terms and Conditions apply regardless of your (prior) reference to any conditions of your own or to other General Terms and Conditions to which you refer or which are used by you. Agreements deviating from these General Terms and Conditions are only valid if agreed in writing.

Reservation

We will only accept reservations from persons 20 years of age or older. Reservations made by persons younger than that age are therefore not valid. After you have made a reservation, you will receive a confirmation, the general terms and conditions and an invoice from us within 5 days. We request that you check these documents for accuracy and inform us immediately of any inaccuracies. If you have not received confirmation from us within 10 days of making the reservation, please contact us immediately, failing which you will not be able to make a claim on the reservation. An agreement between you and us comes into effect when we have confirmed the reservation to you. The agreement concerns the rental of the holiday home for recreational use, which by its nature is of short duration.

Payment

We request that you transfer € 250.00 to us within 14 days after the invoice date. Payment 1 is due 60 days before the arrival date. The remainder has to be paid 3 weeks before arrival. If your reservation is within 1 month before the arrival date you have to pay 100% of the invoice amount at once upon receipt of the invoice. The deposit and/or payment should be transferred to NL45RABO0359151930 in the name of MWH Koerhuis stating the invoice number / booking number.

By paying a part of the rent or the whole rent, you confirm to have read the general rent conditions and to agree with them. The rental ends automatically after the expiry of the agreed period. In the event of late payment of the invoiced amounts you will be in default immediately after expiry of the payment term. In this case, we reserve the right to cancel your reservation and dissolve the agreement.

Deposit

The deposit is € 150.00. The deposit is intended to guarantee damage and/or costs - in the broadest sense of the word - that we may suffer if the tenant and the person(s) accompanying the tenant fail to

fulfil their obligations as a good tenant. The deposit must be paid together with the first payment of the rent. In case the deposit is not paid, we are entitled to deny the tenant access to the holiday home. If you fail to pay the deposit, we are also entitled to terminate the agreement with immediate effect. The deposit or the remainder will be refunded to the tenant within 14 days after departure, after settlement of claims (damage to inventory / holiday home and/or other costs). Any (further) claims for compensation will not be cancelled by this refund.

Receipt of key

The tenant will receive, two days before the arrival date by mail or sms/whatsapp and after payment of the full invoice amount, the code of a key safe where the house key is stored. This code may not be transferred. The tenant is never entitled to keep or duplicate the key for whatever reason. Should the tenant do so, he will be liable to a fine of € 500.00 without prejudice to the actual costs. The key of the holiday home is given to the tenant by us on loan. The key remains our property. In case of loss, theft or any other form of loss of the key, the tenant will be charged an amount of €100,00. All costs arising from your failure to deliver the property on time will be recovered from you. Goods found after your departure, we will keep for a reasonable period of time for you, but we do not take any responsibility for this. Repatriation is only possible at your expense. When the tenant and/or other users have locked themselves out of the holiday home 't Holten Huus, € 25,00 will be charged. This will be settled with the refund of the deposit. For control purposes we ask the tenant to identify himself before the copy of the key is handed over.

Changes

If the tenant, after the conclusion of the booking/agreement, wishes to make changes to the booking, we are not obliged to comply. It is at our discretion whether and to what extent changes are accepted. In principle changes within 4 weeks before arrival are not allowed. If the tenant changes the period of stay after the booking has been made to another or a non-consecutive/consecutive period of stay, the cancellation provisions apply. Another period is in any case understood to mean a period that is not within the period reserved by the lessee (and confirmed by the lessor). period of stay.

Cancellation

Cancellation by the customer must always be in writing (by post or by e-mail). The following rules apply (unless stated otherwise for bookings from **Booking.com** or for bookings from **AIRBNB**, in which case the rules of the booking service apply): In the event of cancellation within 7 days up to the day of arrival, 25% of the rental sum is due. If you have not arrived within 24 hours after the agreed date without further notice, this is considered a cancellation and 100% of the rent is due. In the event of cancellation on our part, any monies already paid will be refunded.

Stay in the holiday home

Weekend: Friday from 16.00 hours until Monday 10.00 hours
Midweek: Monday from 16.00 hours until Friday 10.00 hours
Week: Friday to Friday or Monday to Monday

On the day of arrival you can use the holiday home from 16.00 o'clock. On the day of departure, the holiday home must be vacated by 10:00.

- The holiday home is non-smoking. Smoking is allowed outside.
- Outside, no open fire is allowed.
- Dogs are allowed. € 7,50 per dog per night, maximum 2 dogs.
- The dogs are **NOT allowed on the upper floor!** This because of the hygiene. If we discover that dogs have been on the upper floor, we will charge extra cleaning costs.
- The rental price is exclusive of final cleaning.
- The use of gas, water and electricity is included, but we ask you to use them sparingly.
- Subletting or re-letting is expressly forbidden. Staying in a holiday home for more persons than agreed upon in the reservation or than the maximum of 4 persons is explicitly not allowed without our permission, unless otherwise agreed upon in writing. This can lead to a premature termination of the rental agreement on our part, without restitution of the rent. If an extra person is allowed, one extra bed will be placed. A surcharge of € 15,- per person per night will be charged.
- Moving cupboards and beds, as well as sound or television equipment, or taking any part of the indoor inventory outside - except of course crockery, glasses and cutlery for your meal outside - is explicitly not allowed.

Force majeure

Force majeure on our part exists if the execution of the agreement is fully or partially, temporarily or otherwise, prevented by circumstances beyond our control, including war risk, staff strikes, blockades, fire, floods and other disruptions or events.

Liability / complaints / damage

The tenant and other users are in the relevant rental period in the rented holiday home fully liable for all damage caused to the house, the inventory and all items belonging to the rented object, unless the tenant and other users can make a plausible case that the damage cannot be attributed to them. We therefore advise you to inspect the holiday home and its inventory thoroughly on arrival for any defects and shortcomings.

If you discover any damage or shortcomings, please report this to us immediately. We do not accept liability for theft, loss or damage of or to goods or persons, of any nature whatsoever, during or as a result of the stay in the holiday home. We do not accept liability for construction activities on access roads, main roads etc. in the vicinity of the rented holiday home. We do not accept liability for failure or malfunction of technical equipment, utilities, the non-functioning or partial non-functioning of the internet.

The costs of normal maintenance and repair of defects are for our account. If defects occur, the tenant must inform us immediately and follow our instructions as closely as possible. Any costs incurred by the tenant in this regard will be refunded by us against

submission of itemised bills reimbursed by us.

The holiday home has a (wireless) internet connection which the lessee can use, the following applies: The lessee is responsible and liable for his/her own internet use and for any fines imposed, these will be charged to the tenant. The personal data of the lessee/offender will be made available at the request of the authorities/copyright holder(s). All costs incurred by the lessor in connection with such an infringement will be recovered from the lessee.

Should you still wish to make a complaint, this must be made in writing within 14 days of leaving the holiday home.

Departure and final cleaning

The tenant is required to take care of waste separation as indicated on the waste containers. The tenant is liable, without judicial intervention, for all fines, costs, damages suffered by the landlord in case of non-compliance with the instructions regarding waste separation. The holiday home must be left behind in the following manner:

- Leave the house swept clean
- Everything washed clean, dried and put back in the cupboards
- Place duvet covers and linen next to the washing machine cupboard on the ground floor
- Leave the dishwasher and refrigerator clean and empty
- Please do not leave any food in the cupboards
- Please bring garden furniture and cushions inside
- The bins emptied
- Report any breakages and/or damage to the landlord.

Applicable law

All these conditions and provisions of the lease / house rules as well as any disputes arising therefrom are subject to the exclusive jurisdiction of the courts. Disputes arising therefrom, only the Dutch law applies.



't Holten Huus
vakantiewoning - Norg