

Rental and General Terms and Conditions Villa Hunsrück and Villa Mosel

1. DEFINITIONS

- 1.1 Tenant: a natural or legal person who enters into a rental contract with the lessor for the offered holiday home or Villa for a particular time period and has paid the agreed rental price to the lessor.
- 1.2. Co-tenant: person(s) who stay at the accommodation with the (main) tenant
- 1.3. Lessor: the party who rents the accommodation to the tenant
- 1.4. The contract: the fixed-term rental agreement between the lessor and tenant for the holiday home
- 1.5. The Rental and General Terms: the general (rental) conditions regarding the rental of the holiday home or Villa (between the lessor and the tenant)
- 1.6 Booking form: the form on which the tenant enters all the required details for making a rental booking for the holiday home.
- 1.7. Accommodation: the holiday home (Villa Hunsruck or Villa Mosel) only for rent for holiday purposes.
- 1.8. Rental fee: the basic rent including any deductions and supplementary charges
- 1.9. Deposit: a sum that is charged when making a reservation as an advance for any damages caused by the tenant during the stay.
- 1.10. Booking fees: may be charged for each booking
- 1.11. Arrival and departure time: the times agreed between the tenant and the lessor
- 1.12. The website is at the following address: www.luxevakantiehuizeninduitsland.nl
- 1.13 Villa means or Villa Hunsrück or Villa Mosel

2. Applicability of the general (rental) terms

- 2.1 These Rental and General Terms apply to the contract and all offers and agreements made with the tenant, as well for their services, unless explicitly agreed otherwise by the parties
- 2.2 The rental and general terms are available to the tenant for concluding the contract on the website www.luxevakantiehuizeninduitsland.nl

3. Contract

The holiday home can only be booked via the website :
www.luxevakantiehuizeninduitsland.nl

Online booking and payment terms

- 3.2. A preliminary contract comes into effect between the lessor and tenant by booking the holiday home offered on the website if :

a) the tenant accepts the Rental and General Terms of www.luxevakantiehuizeninduitsland.nl

b) the tenant enters all the required details on the online booking form

3.3. Every booking request received via the website is confirmed by the lessor to the tenant by e-mail. This means that the booking has been received and is being processed. At that time, the booking is binding for the tenant.

3.4. After receipt, the lessor checks the correctness of the booking and verifies the availability of the holiday home in question. If the booking is correct and if the holiday home or Villa is available, the tenant receives an e-mail with an offer that states that the holiday home or Villa is available during which period and at what price. The invoice will be already attached.

3.5. The tenant should then check that the offer and invoice are correct. Mistakes must be notified at the latest within 24 hours of receipt of the invoice.

3.6. If the tenant agrees, he has to make 50% of the payment immediately (at the latest within 5 days) and to use one of the payment methods detailed on the invoice. At last 60 days before the start of the renting period, the rest of the invoice has to be paid (rent as well as the deposit)

3.7. As soon as this sum (50%) has been definitively received on the lessor's account, the contract is no longer preliminary (see 3.2) but confirmed.

3.8. If the tenant does not pay 50% of the invoice within 5 days, then it is not yet legally binding. The lessor then reserves the right to agree a preliminary contract for the Villa with a different interested party.

3.9. If the tenant does not receive a receipt confirmation within 48 hours of sending, it is possible that the booking has not worked correctly and the tenant should contact the lessor once again by e-mail, otherwise the booking cannot be validated later.

3.10. The deposit will be included in the invoice, payment is due together with the rest of the rent within 60 days before the start of the renting period. The lessor will send a reminder for the last payment in time. The lessor will arrange the transfer of the key with the local representative nearby. Afterwards, if the key is returned to the local representative, the deposit will be transferred to the bank account of the tenant (possibly in deduction of costs if something is wrong) within 14 days.

Telephone booking

The holiday home cannot be booked by telephone, as the booking procedure is fully automated.

USAGE

The contract is for the rental of a holiday home or Villa.

The holiday home or Villa may only be used by the maximum number of persons it is set up for. The inventory is provided accordingly.

The lessor is entitled to refuse the booking without stating reasons.

The legal right of withdrawal (time for consideration) does not apply to the contract.

DEPOSIT

The owner charges the tenant with a deposit of € 150,00. The deposit is payable at last 60 days before the start of the renting period (together with the amount that not yet is being payed). The local representative will check the Villa and gives confirmation if everything is OK if the tenant and co-tenants leave the Villa.

The deposit is returned to the tenant within 14 days by transferring to his bank account, after subtracting any costs for damages, faults and/or missing items, or disproportionately high energy usage. The deduction is gauged by the owner appropriately.

BOOKING FEES

The tenant is normally not charged with a booking fee.

USE OF THE SAUNA

The use and booking of the sauna are **not** included in the rental contract.

For use of the sauna we will charge you € 32,50 per time slot (3 hours).

Bathrobes are available for rent a € 6,50 pp.

If you would like to use the sauna, please notify the local representative and indicate the time period required. The usage fee is payable in cash directly to the local representative.

The local representative will start up the sauna duly before the required time slot. The sauna switches off automatically three hours after the indicated start time.

The user bears the responsibility for meeting the health conditions for using the sauna. The lessor is not liable for this.

The lessor is also not liable if the sauna is not used correctly or is not recommended for health reasons.

The lessor is not liable for any damages if the sauna is not used properly or is used irresponsibly from a medical perspective. Any liability or compensation for damages suffered by the lessor, including reimbursement of the rental fee, is excluded.

CANCELLATION OR AMENDMENT

4.1 Cancellation by the tenant

The tenant is NOT ABLE to cancel bookings that have already been paid for, but must instead arrange a cancellation insurance to repay damages in case of force majeure or unforeseen circumstances that prevent the fulfilment of the contract.

Cancellation by the lessor

4.2.1. In the case of force majeure or unforeseen circumstances, the lessor can cancel the reservation. Such circumstances include for example:

a) if the holiday home or Villa is no longer suitable for rental at no fault of the lessor (e.g. water damage, fire etc.)

b) if the holiday home or Villa can no longer be rented owing to the sudden sale of the accommodation by the lessor, double booking or insolvency of the lessor.

4.2.2. The lessor must notify the tenant in writing without delay, specifying the reasons.

4.2.3. The owner reimburses the already paid rental sum within 5 days of notification of the cancellation, without further damages, to the account of the tenant.

4.2.4. The lessor is not liable under any circumstances for the costs of any services booked by the tenant and co-tenants themselves (such as flight tickets, rental cars, ferry tickets, bus trips etc.)

4.3. Contract amendments

4.3.1. After issuing the invoice, the tenant cannot make any further changes to the booking

4.3.2. If a co-tenant from the group is unable to join, the free space can be passed on to another person, provided all the conditions of the contract are fulfilled.

4.3.3. If a further co-tenant is added, it may incur supplementary charges.

4.3.4. If the tenant is unable to stay, the free space can be passed on to another person. In this case, the booking is transferred to this other person. The conditions outlined in "Transferring the booking" in articles 4.3.5 and 4.3.6 apply to such a change.

4.3.5. If the booking is transferred completely to another group, the lessor can change the booking if the change is approved. The lessor can decline the transfer of the reservation to another group without specifying the reasons.

4.3.6. The following procedure applies to this: the (main) tenant informs the lessor of the transfer in writing. The already paid rent is considered as paid by the party taking over the booking. The transferring party and the party taking over sort this out between themselves.

If the lessor declines the other group, no compensation is owed to the tenant, also regarding rent already received.

5. RENT AND PAYMENT

The invoice must be paid for 50% by the (main) tenant within 5 calendar days from the date of issue of the electronic invoice. This is in accordance with articles 3.5 to 3.10. The complete invoice, including the deposit, has to be paid at least 60 days before the start of the renting period.

5.1. The stated prices are per week, mid-week or weekend. It is possible to make a request for a specific number of nights, but it must be a minimum of 3 consecutive nights.

5.2. Unless agreed otherwise, the invoice is made :

- based on the rental price for the holiday house stated at the time of confirmation, including VAT

- including booking fees (if applicable) .
- including bedding and final cleaning
- including the deposit,
- excluding supplementary charges (use of the sauna and bathrobes), as detailed on the website
- excluding any due tourist tax

5.3 The exact details of the fees due on arrival are stated on the website. It is possible that the costs change between booking the holiday home and arrival or that new governmental fees become applicable. The fees applicable at the time of arrival are valid. The lessor is not responsible for such changes and cannot influence them.

5.4 If exceeding the agreed payment deadline, the tenant is considered to be in default without the lessor needing to send a notification.

5.5 As soon as the tenant is in default, the lessor is entitled to cancel the contract. The tenant does not owe any cancellation costs in that case.

5.6 If arrival is later or if the stay at the villa is curtailed, the full rental fee is still due.

6. ACCOMMODATION, USE AND SMOKING PROHIBITION

6.1 Condition of the holiday home or Villa and type of use

6.1.1. The Villa is handed over to the tenant and co-tenants in a good state of maintenance. Should the tenant find this is not the case, it must be notified without delay.

6.1.2. The tenant is obliged to check and to treat the rental property and its inventory carefully. On departure, the tenant must leave the rental property clean and tidy. Crockery should be returned to the correct cupboards clean and dry. Moved furniture must be put back in its original position. Any damages, defects or missing items must be notified to the representative before departure.

6.1.3. If the holiday home is not left clean or damage has occurred to the inventory, part of the deposit can be withheld in accordance with article 3.10.

6.1.4. The holiday home may only be used for holiday purposes, unless agreed otherwise specifically in writing. Use of the holiday home by one or more of the guests for work purposes is not a holiday purpose, regardless of whether it is paid or unpaid work or whether it is in the context of employment.

6.1.5. Smoking is prohibited in the Villa. Contraventions incur a penalty charge.

The Villa is fitted with smoke alarms. If the smoking prohibition is contravened, the local police will be notified. The holiday home is a smoke-free zone.

If one contravenes the smoking prohibition, the contract is cancelled without notice and access to the holiday home is no longer permitted for the rest of the stay.

The lessor does not owe the tenant any compensation in such a case, also not regarding rental payments already received.

If a fire breaks out due to negligence, the tenant is liable for the damage.

The additional cleaning costs incurred by contravening the smoking prohibition are deducted from the deposit.

6.2. Maximum number of persons/visitors permitted

6.2.1. Use of the booked holiday home or Villa by more than the permissible maximum number of persons (including children), as specified on the website and on the booking confirmation, is not permitted. In this case, the lessor can refuse the further tenant(s) access to the villa. The lessee cannot claim any compensation.

6.2.2. Without the prior agreement of the lessor, it is not permitted to receive visitors or to let them stay overnight.

6.2.3. The (main) tenant bears the full responsibility for all the persons present at the villa during the contract period.

6.3. Closed rooms

It is not permitted to open rooms in the holiday home that are closed off.

6.4 Leaving the holiday home

When leaving the Villa, even for a short period, it must be fully locked. In case of theft or loss of items after neglecting to lock the holiday home, the tenant is liable for resulting damages.

6.5 Arrival at the holiday home and departure

Arrival and departures take place on the dates stated on the booking confirmation. The tenant can check into the holiday home on arrival day between 14.30 and 16.00 or between 19.00 and 21.00.

Departure is by 10.00 a.m.

On arrival, the (main)tenant checks whether the Villa and inventory are complete and undamaged. If something is damaged or missing, the tenant must notify the local representative within 24 hours of arrival, who will do their best to repair or exchange it.

The (main) tenant informs the local representative in advance of the planned departure time. The local representative will inspect the holiday home together with the tenant.

7. CHOICE OF HOLIDAY HOME

7.1. The tenant is responsible for choosing a holiday home that meets their own wishes and requirements and those of the co-tenants.

7.1.2. The lessor can provide the tenant at most with advice, but is not responsible for a holiday home not meeting the accommodation requirements.

8. PETS

8.1. Pets are NOT allowed in the Villa Hunsruck. As Villa Mosel has provided facilities for the disabled only help- or guide dogs are allowed in this Villa. You must notify the dog when making your reservation. An extra € 45 will be charged for cleaning services.

8.4. If an unregistered dog or dogs are brought to Villa Mosel, the lessor may refuse access to the accommodation.

8.5. The lessor is then not liable for any compensation. All liability is excluded for the compensation of damages suffered by the tenant, including the reimbursement of the rental fee.

9. COMPLAINTS

9.1 Defects that the tenant finds at the holiday home or Villa must be notified to the lessor's local representative without delay within 24 hours of being caused or discovered.

9.2 If the defect involves properties or conditions of the Villa that the lessor is responsible for and if the tenant is consequently not enjoying the expected standard of comfort set out in the contract, the lessor is obliged to correct the defect. The tenant must always give the lessor the opportunity to rectify any defects.

9.3 If, in the opinion of the tenant, the complaint is not dealt with satisfactorily by the local representative, the latter contacts the lessor in the circumstances described in article 9.2 and the lessor and tenant seek a mutually acceptable solution.

9.4 The lessor is liable, subject to the restrictions detailed below, if the tenant suffers financial loss owing to the lessor's failure to fulfil their duties.

9.5 Liability for damages and costs incurred by the tenant(s) carrying out their job or profession is excluded, insofar as the lessor has not committed gross negligence.

9.6 Regardless of the specifications in the previous paragraphs of this article, the liability of the lessor for damages other than injury or death of the tenant is limited to

a maximum of the total rental sum paid, insofar as the lessor has not committed gross negligence.

9.7 A complaint communicated to the lessor that was not dealt with to the satisfaction of the tenant is to be notified to the lessor within 4 weeks of departure from the holiday home. Photographs and other evidence must be appended.

9.8 Complaints received later cannot be taken into consideration.

10. Liability of the lessor

10.1 The lessor is not liable for loss and/or theft (including money), damages to their belongings and/or damages through injury that the (main) tenant suffers for whatever other reasons.

10.2 The use of all facilities (including the sauna and whirlpool) and services in/at the Villa is without exception at the tenants own risk.

10.3 The lessor is not liable for claims for damages that are based on the fact that the rented accommodation does not meet the wishes and requirements of the tenant.

10.4 The lessor can accept no liability for unexpected (building) activities in the neighbourhood of the booked Villa on access and/or main roads, noise for example through neighbours, church bells, cars, trains or agricultural vehicles, disturbances caused by vermin and/or environmental problems in the surroundings of the accommodation.

10.5 Obvious errors or mistakes on the website(s) are non-binding for the lessor.

10.6 The lessor does not guarantee the correctness of (photo) material provided by third parties.

10.7 The website contains hyperlinks to other websites. The lessor is not responsible for these and accepts no liability for the lawfulness, availability and correctness of the content on these websites. The content of these webpages is not part of the contract.

10.8 It is assumed that the tenant is aware of local laws and regulations. The lessor is not liable for the consequences of any possible infringements of such regulations by the tenant.

10.9 The lessor is in no case liable for damages that can be claimed due to an insurance policy such as a legally required third-party liability insurance, travel insurance or cancellation insurance.

10.10 Apart from the details in article 6, the lessor is free to give the (main) tenant supplementary regulations regarding the use of the holiday home and all associated facilities.

Liability of the tenant

10.2.1. The (main) tenant is liable for any damages that occur during the stay in the Villa, either to the Villa, its furnishing or any associated amenities and items. This applies regardless of who caused the damage. The handling of such damages takes place in the first instance between the local representative and the (main) tenant.

10.2.2 If the rented Villa is used improperly or not left in the required condition, any costs incurred are charged to the (main) tenant.

10.2.3 If damages are not raised with the lessor's local representative, the lessor is entitled to make the tenant liable for damages caused. All associated costs are borne by the tenant named on the confirmation invoice.

11. DATA PROTECTION

The personal data entered for the booking is used for processing it. If already entered details change, the tenant must inform the lessor in writing immediately.

The details are stored in the lessor's customer database for the purpose of communication between the lessor and tenant regarding the booking (e.g. the invoicing, sending the required information about the booking etc.).

If the tenant not wish these details to be available any longer after their stay at the holiday home, this can be notified via the contact form on the website.

In accordance with data protection law, we never pass the personal data of tenants on to third parties.

12. APPLICABLE LAW

12.1.1. For contracts agreed, amended or added to base on these general (rental) terms, Dutch law applies, insofar as another law is not applicable due to compulsory regulations.

12.1.2. All disputes relating to the contract are presented exclusively to the responsible court in Rotterdam, The Netherlands , provided it is not a dispute for which the parties cannot choose the responsible court. In that case the court determined by law is responsible.

13. CANCELLING THE CONTRACT

13.1. The lessor is entitled to cancel the contract without notice in writing by e-mail and to request the immediate vacating of the Villa if the tenant neglects their obligations of care towards the holiday home, accommodates more or other people and/or animals in the holiday home than those permitted in the contract, or damages the Villa, causes disturbances or does not meet their duties as a tenant in any other way. In such as case, the tenant has no claim to a reimbursement of the rental fee

(not even partially) and is obliged to compensate for the damage suffered by the lessor owing to their behaviour or negligence.

13.2. If the lessor cannot hand over the holiday home owing to circumstances beyond their control, the lessor has the right to cancel the contract and the rental fee is refunded to the tenant, without any further damages due.

14. FINAL CLAUSES

14.1. The tenant is not permitted to sublet the villa or to allow third parties access for use.

14.2. If the lessor refers to a clause of the general (rental) conditions in a case, but then deviates from it, it does not mean that these general (rental) conditions cannot be referred to also in subsequent cases.

14.3. All the offers and contracts to which these rental conditions apply in full or in part, as well as their implementation, are subject exclusively to Dutch law.