

General letting conditions VillaLuxe - ROOM4MOOR

Read these letting conditions carefully, both the tenant, the lessor or his representative(s), the manager of the accommodation as well as VillaLuxe - ROOM4MOOR acting as mediator will find their rights and obligations in these general letting conditions. With your reservation and payment to VillaLuxe - ROOM4MOOR you agree to the conditions as stated in this document.

1. Definitions

The following definitions apply to these general letting conditions:

Tenant = a natural person who rents, or wishes to rent an accommodation from the selection of accommodations on the website of VillaLuxe – ROOM4MOOR. Including those who stay with the (main) tenant in the rented accommodation during the rental period.

Lessor = the owner of the accommodation which is offered or its representatives.

Manager = the person(s) that manages the accommodation on site.

Mediator = the party that mediates in bringing together a rental agreement between a lessor and a tenant, in this case VillaLuxe – ROOM4MOOR.

Third party = any other (legal) person, other than a tenant, lessor or mediator.

Reservation = A reservation for an accommodation which was accepted by VillaLuxe – ROOM4MOOR, for a limited period of time being at most three months in one year and for private use only.

Accommodation = the accommodation that was rented by the tenant.

2. Mediation by VillaLuxe - ROOM4MOOR

Nature of this agreement

By making a reservation and payment to the mediator, the tenant will enter into a rental agreement with lessor with the general letting conditions as described in this document.

Company details VillaLuxe - ROOM4MOOR

VillaLuxe is a trading name of ROOM4MOOR, a one-man business based in Dwingeloo, The Netherlands. With the following data:

VillaLuxe – ROOM4MOOR
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3. Reservation and payment

After making a provisional reservation with the mediator there is a period of 48 hours to confirm the reservation. Within these 48 hours, the provisional reservation can be cancelled by insufficient availability or by any other given reason by the mediator.

Tenant shall transfer a down payment of 30% of the total rent and any other costs which are specified on the booking confirmation to the mediator within 7 days. If the mediator has received the payment and confirmed the availability of the accommodation with the lessor, the reservation is confirmed. If the tenant fails to pay within the mentioned period, the provisional reservation will be cancelled. Tenant will have no further rights to the provisional reservation and will be free of any obligation or costs.

The remaining amount (balance), 70% of the total rent and any other costs will have to be paid to mediator at least 6 weeks before the rental period. Mediator will send a payment reminder with payment instructions to tenant well in advance. If the tenant fails to pay the remaining amount this may result in a cancellation of the reservation without any right for the tenant to a refund of any payments made by tenant to mediator.

If the time between the date of reservation and the rental period is less than 6 weeks, the entire lump sum is payable within 7 days in order to confirm the reservation. If this is the case, this will be mentioned on your booking confirmation.

Upon receipt of the total payment by tenant to the mediator, the mediator will send an accommodation ticket via e-mail to the tenant. This e-mail will contain the contact details of the lessor and/or manager of the accommodation along with detailed instructions on how to check-in to the accommodation.

Mediator reserves the right to refuse guests or to cancel reservations at all times with well-founded reasons.

Change booking by tenant

A change in the rental agreement is only possible after an agreement between tenant, lessor and mediator. A change in the rental agreement is possible until the 120th day before commencement of the first day of stay: costs € 45, -. After that a change is not possible.

4. Cancellation

Cancellation holiday home by tenant

In case a tenant cancels a confirmed reservation, the following rents are due:

- | | |
|---|---------|
| - until 43 days before the planned arrival date | deposit |
| - 42 till 15 days before the planned arrival date | 90 % |
| - 14 till arrival date | 100 % |

Please consult your insurance company for a travel insurance after making your booking in order to avoid any unnecessary expenses.

Cancellations must be send by e-mail to the mediator and must be confirmed by the mediator. The day of receipt of the e-mail is regarded as the date of cancellation.

Cancellation B&B room by tenant

In case a tenant cancels a confirmed reservation, the following rents are due:

- | | |
|---|-----------------|
| - until 29 days before the planned arrival date | 0 % of the rent |
| - 28 till 15 days before the planned arrival date | 50 % |
| - 14 till 2 days before the planned arrival date | 75 % |
| - 1 day till arrival day | 100 % |

Please consult your insurance company for a travel insurance after making your booking in order to avoid any unnecessary expenses.

Cancellations must be sent by e-mail to the mediator and must be confirmed by the mediator. The day of receipt of the e-mail is regarded as the date of cancellation.

Cancellation by mediator

If circumstances require cancellation of the rented accommodation, the mediator will inform the tenant as soon as possible and will offer an alternative similar accommodation. If tenant refuses to accept this alternative or in case mediator is not capable of finding a suitable alternative, tenant is entitled to a full refund of the amount already paid by tenant to the mediator. The tenant has only the right to claim the amount which was already paid to the mediator.

5. Conditions upon arrival

Security deposit, if applicable

Upon arrival a security deposit in cash may be due to the lessor or manager. If this is the case, it is mentioned on the website of the mediator with your accommodation. This deposit will be refunded to your bank account by the lessor or manager within 14 days after your departure.

Any cost associated to damages to the property or items that belong to the property or items that went lost or missing will be deducted from the deposit amount.

All damages and/or missing items that were not reported to the lessor or manager within 24 hours after handing in the keys of the accommodation upon departure are believed to be caused by the tenant.

In some cases, young people (groups of persons on average <25 years) pay another deposit amount per person to the lessor or manager. The tenant has the responsibility to leave their full address and bank details (IBAN and BIC code) with the lessor or manager in order to receive the refund of the deposit.

Cleaning

The cleaning costs are a fixed part of the booking.

Number of persons

The maximum number of persons allowed into an accommodation is mentioned on the website of the mediator (this includes children regardless of their age). The tenant is obligated to mention the number of persons that will stay in the accommodation to mediator before arrival. In case the number of persons exceeds the maximum number of persons upon arrival, without the express written permission of the lessor, manager, or mediator to allow this, tenant will be refused entry without any refund. If it turns out during or after the stay that the accommodation is occupied by more persons than allowed tenant can be denied further access to the accommodation without any refund and extra charges may apply.

Arrival and departure

At arrival day tenant shall arrive at the check-in location as specified by the mediator. From here on the lessor or manager will handle the further check-in procedure. If applicable tenant will pay the lessor or manager the security deposit, or any other additional fees in cash. Tenant will receive the bed linen and towels (if ordered), the keys to the accommodation and further instructions.

If the tenant due to unforeseen circumstances is unable to check-in at the regular times, the tenant must contact the lessor or manager on site as soon as possible, but in any event before 16:00 on the day of arrival.

Upon arrival the tenant should hand over a copy of the printed reservation confirmation from the mediator to the lessor or manager and show valid identification documents for each traveller. Tenant will leave the accommodation on the day of departure before the time mentioned on the booking confirmation.

Age Disclaimers

Various accommodations are not available for groups of young people, this is clearly stated per accommodation on the website of the mediator. If upon arrival the average age of a group of young people is below 25 years and this is not allowed in the accommodation, the group will be denied access to the accommodation without any refund. If you are travelling in a group of young people with an average age below 25, you should always mention this to the mediator during the reservation process.

Tents and caravans

It is prohibited to place caravans, tents and such on the property belonging to the accommodation. Both the lessor, the manager as well as the mediator have the right to summon the tenant to remove them immediately. If the tenant doesn't take any action accordingly, both the lessor, the manager as well as the mediator have the right to terminate the rental agreement with immediate effect and the tenant is obliged to vacate the accommodation immediately without any refund.

Pets

Many accommodations do not allow pets, or charge additional costs for bringing pets. If the tenant brings a pet without the express written permission from the lessor, the manager or the mediator will be refused access to the accommodation without any refund. Neither the lessor nor the manager nor the mediator ensures that there haven't been any pets in the accommodation prior to the stay of the tenant.

Noise disturbance

Neither the lessor nor the manager nor the mediator ensures that there will be no noise disturbance due to construction noise, traffic or other causes.

Pests

Neither the lessor nor the manager nor the mediator ensures that the accommodation is free of pests such as mosquitoes, ants, or other animals.

Swimming pool

If there is a swimming pool with the accommodation, the tenant should use it in a responsible, safe manner. Children who haven't got sufficient swimming skills are only allowed in the pool under strict supervision of an adult.

Cleaning

The cleaning staff from the lessor or manager will ensure that the accommodation will be clean upon arrival from the tenant. Tenant should leave the accommodation in the same state. All comments or suggestions about cleaning or the inventory of the accommodation upon arrival should be reported to the lessor or manager within 24 hours.

Departure of the accommodation (unless mentioned differently on the spot)

Upon departure tenant shall:

- Dishes, bowls and cutlery are washed and stored, other kitchen utensils are put in their appropriate place.
- The dishwasher (if any) is empty.
- The garbage is in the appropriate (central) waste bins.
- The fireplace and BBQ are empty and cleaned.
- The patio furniture is in place and the garden and/or terrace are free of garbage.
- The house (broom) is clean.

If the accommodation and its garden and/or the terrace is not left as described above, the lessor, manager or mediator are authorized to deduct additional charges from the security deposit up to 250 Euros.

If rented linens/towels are torn, stained or otherwise damaged abnormally and have become unusable, the lessor, manager or mediator are authorized to deduct additional charges from the security deposit in order to replace these items.

Entry Law

The lessor, manager or mediator or delegates acting on behalf of one of these parties are at all times entitled to enter the accommodation during the stay of the tenant if this seems necessary. The lessor or the manager or the mediator will warn tenant in advance if possible.

Facilities

Not all nearby facilities such as sports facilities, swimming pools, restaurants, nightlife etc. are opened daily, all year round. Nor the lessor, nor the manager nor the mediator can be held liable for services of third parties that for any reason were not accessible during the stay of the tenant.

Utilities

It is possible that during your stay some utilities (for example water, electricity, gas) may temporary be interrupted. The lessor, the manager and the mediator can't influence this and can't be held liable for such interruptions.

Special conditions

Each accommodation can have their own additional conditions. These conditions will be announced no later than 4 weeks prior to the arrival of the tenant.

6. Liability

Liability of the tenant

During your stay in the accommodation you as tenant are fully and personal responsible for the accommodation, its interior and all other items which belong to the accommodation. Tenant is liable for any damages caused by tenant or any of its (unaccountable) travelling companions. In case of damage tenant will be charged the replacement value of the damaged items, on the spot due to the lessor or manager. If necessary the lessor, manager or mediator are authorized to deduct additional charges from the security deposit in order to replace these items. If the replacement costs exceed the security deposit, then the tenant should pay the difference in cash. If tenant refuses to settle the damage, tenant risks legal proceedings.

Between 22:00 and 08:00 am tenant should respect the neighbours night's rest and not cause any trouble or noise.

In case of extreme damages to the accommodation or severe inconvenience to the neighbours caused by the tenant, the lessor, manager or mediator have the right to terminate the rental agreement with immediate effect and the tenant is obliged to vacate the accommodation immediately without any refund.

Liability of the lessor

The lessor is responsible for the right execution of the rental agreement. The lessor can never be held liable for damages and/or costs suffered by the tenant. The lessor is not liable for loss, theft, damage or injury whatsoever caused to or by tenants of the accommodation. Lessor is not liable for any inconvenience during the stay. The lessor is never responsible to repay more than 100% of the rent sum.

Liability of the mediator

The mediator acts as a representative of the lessor and/or manager and has no responsibility beyond the mediation between the lessor or manager and the tenant and will never have any financial liability larger than the total rental sum paid by the tenant. The mediator can never be held liable for damages and/or costs suffered by the tenant. The mediator is not liable for loss, theft, damage or injury whatsoever caused to or by tenants of the accommodation. Mediator is not liable for any inconvenience during the stay. The mediator has no responsibility for errors in the description of the accommodation as it appears on the website of mediator.

7. Complaints

The tenant serves a complaint, originating on arrival at the holiday home or during the stay, at the latest within 24 hours to be reported to the lessor/manager. The lessor/manager will endeavour to solve the complaint immediately on the spot. The tenant has the right to cancel the rental agreement if there is a problem in the house, that the lessor/manager cannot solve in a reasonable time-limit. The time-limit has to be sufficient to solve the problem. The termination of the rental agreement may have no other reason than the problem which is not solved. The termination has to be done in writing.

A complaint has to be reported immediately at the lessor/manager. If this is not possible or the problem is not adequate solved, the complaint has to be served within 1 month after the stay, written and motivated, to the lessor. Complaints served later are dismissed. The lessor is responsible to repay at the most 100% of the rent sum.



These general letting conditions are subject to Dutch law.

Juni, 2016

