

1. GENERAL

1.1

The following definitions apply to these Terms and Conditions:

"Lessee": the person entering into an agreement with the Lessor concerning the lease/use of an accommodation;

"Lessor": the private person or legal person who makes the accommodation available for lease/use;

"accommodation": the holiday accommodation offered for lease;

"cancellation": the written termination of the agreement by the Lessee prior to the commencement date of the stay;

"agreed price": the fee for the use of the accommodation;

"deposit": an amount charged prior to commencement of the stay as an advance for any damage during the stay caused by (the actions of or under the responsibility of) the Lessee.

1.2

If at any given moment the Lessor does not refer to any provision contained in these Terms and Conditions or, as the case may be, deviates from them, this does not mean that the Lessor may no longer refer to these Terms and Conditions in the future.

2. RESERVATIONS

2.1

Reservations are made on the basis of availability and will only be taken into consideration when made by persons 18 years of age or older. The Lessee is obliged to present proof of identification. The Lessor may make a photocopy thereof.

2.2

If a reservation is taken into consideration the Lessor will send confirmation thereof in writing or by email within 5 working days. This confirmation should be immediately checked for accuracy. Any inaccuracies should be immediately reported in writing or by email to the Lessor.

2.3

The Lessor reserves the right at all times to refuse a reservation without statement of reasons or, as the case may be, stipulating special conditions.

2.4

An agreement between the Lessee and the Lessor is concluded when confirmation of the reservation in writing or by email has been sent by the Lessor to the Lessee.

2.5

The agreement concerns the lease of accommodation and/or other facilities for recreational or business use which by its nature is of short duration.

2.6.

The Lessor reserves the right at all times to terminate the agreement with immediate effect if the personal details of the Lessee and/or other users are incomplete and/or inaccurately specified. In such case, no restitution of the lease price (or part thereof) will take place.

3. USE

3.1

Each accommodation may only be occupied by the number of persons agreed upon and as stated on the reservation form.

3.2

The Lessee and/or other users are not permitted to allow anyone to use the accommodation other than the persons stated on the reservation form unless agreed in writing with the Lessor.

4. REGULATIONS

4.1

All guests using the accommodation are required to comply with the rules established by the Lessor. These regulations for the accommodation are made available to the Lessee upon arrival or may be found in the accommodation.

4.2

In the event of any violation of the regulations contained in these Terms and Conditions and/or applicable regulations and/or failing to follow the instructions of the Lessor, the Lessor is entitled to immediately remove the Lessee and all other users from the accommodation without restitution of the lease price or part thereof.

4.3

The Lessee is required to leave the accommodation clean and tidy as found upon arrival. In addition, the Lessee is obliged to report any breakages, damages and/or defects.

4.4

If the Lessor of the accommodation has a serious suspicion that the Lessee of an accommodation is in violation of the law and/or public order and/or is acting in stride with public morality, the Lessor of the accommodation is authorised to access the accommodation and to remove the Lessee and any other user from the accommodation immediately, without restitution of the lease price or part thereof.

4.5

The Lessor is entitled to terminate the agreement in writing or by email immediately and to demand the prompt vacation of the accommodation if the Lessee fails to fulfill his/her duty of care for the accommodation, if he/she allows more or other people and/or pets in the accommodation than is permitted in accordance with the agreement, or if he/she causes damage to the accommodation, if he/she causes a nuisance, or otherwise fails to fulfil his/her obligations as a good Lessee. In such case, the Lessee has no right to restitution of the lease price (or part thereof) and the Lessee is obliged to compensate for damages suffered by the Lessor as a result of the acts or omissions of the Lessee.

5. PRICES

5.1

The Lessee owes the Lessor the agreed lease price as mentioned in the written confirmation or email confirmation.

5.2

In addition to the lease price, the Lessee also owes local taxes and other costs.

5.3

All prices are (if applicable) inclusive of VAT, unless otherwise stated.

5.4

The prices on the website of the Lessor are not binding. The Lessor reserves the right to amend these prices. The Lessee will be informed of the valid price upon booking of the accommodation. The price stated on the confirmation/invoice is binding.

5.5

The stated lease price includes the use of water, gas, electricity and towel package. The stated lease price is inclusive of VAT, exclusive of tourist tax, exclusive deposit and any other costs for additional supplies and services including. These costs will be collected by the Lessor.

6. PAYMENT

6.1

The Lessee is required to pay fifty per cent (50%) of the lease price within ten calendar days after the date of the confirmation referred to under Article 2.4 by depositing or transferring this amount to the bank or giro account stated in the confirmation.

6.2

The remainder of the lease price is required to be paid to the Lessor at the latest six weeks prior to commencement of the lease period in the manner as referred to under Article 6.1 above.

6.3

For bookings within six weeks prior to commencement of the lease period, the entire lease amount is required to be transferred within five days after the date of the confirmation in the manner as referred to under Article 6.1 above.

6.4

For bookings within ten calendar days prior to commencement of the lease period, the entire lease amount is required to be paid by urgent transfer in the manner as referred to under Article 6.1. The lease price must in any case have been credited to the bank or giro account at the latest 3 days prior to commencement of the lease period as stated in the confirmation.

6.5

If the payment term is exceeded the head Lessee is in default from the day on which the payment term has expired without notice of default being required on the part of the Lessor. The Lessee is obliged to pay statutory interest from that time.

6.6

The Lessor is entitled to cancel the agreement from the time the Lessee is in default. The Lessee is in that case obliged to pay the cancellation charges as described under Article 7.3.

6.7

The judicial and extrajudicial costs of the Lessor concerning the collection of the amounts owing to the Lessor and not – timely – paid will be for the account of the head Lessee. The extrajudicial costs will be established at 15% of the principal amount of the amount owing, unless this amount, taking the collection activities and the amount owing into consideration, is unreasonable. As far as the judicial costs are concerned, the actual reasonable costs made are required to be compensated.

7. CANCELLATION

7.1

The head Lessee is entitled to cancel a booking in writing or by email, without charge, at the latest within two working days after the booking, unless the stay in the accommodation falls within one month after the booking.

7.2

If a reservation is cancelled, cancellation charges are due; these cancellation charges will be calculated over the total amount stated in the confirmation.

7.3

The cancellation charges amount to:

- Up to 28 days prior to the day of arrival: €250 fixed cancellation charges per reservation.
- Within 28 days prior to the day of arrival: 90% of the total amount.
- On the day of arrival: 100% of the total amount.

7.4

If the Lessee has not arrived within 24 hours after the agreed arrival date without further notification, this will be considered as a cancellation.

7.5

Cancellation insurance is not included in the published prices. The Lessee should provide his/her own cancellation insurance coverage and the risk of cancellation and insuring of the cancellation charges lies with the Lessee.

7.6

Cancellations made on Saturday or Sunday or on a public holiday applicable in the Netherlands will be considered to be made on the first following working day in the Netherlands.

7.7

A request to cancel the agreement referred to under Article 7.1 up to and including Article 7.6 should be addressed to the Lessor.

8. ARRIVAL AND DEPARTURE

8.1

The rented accommodation may be occupied on the agreed day of arrival at the agreed time (as stated on the booking confirmation). On the agreed day of departure the accommodation is required to be vacated at the agreed time (as stated in the booking confirmation).

8.2

Each accommodation may only be occupied by the number of persons stated on the booking confirmation or lease agreement for the accommodation concerned.

8.3

If the use of the accommodation is terminated earlier than the agreed date (as stated on the booking confirmation) the lessee has no right to restitution of the lease price (or part thereof) and/or costs.

9. PETS

9.1

Pets are not allowed without the express permission of the Lessor.

10. SMOKING

10.1

Smoking is not permitted in the accommodation.

11. LESSEE LIABILITY

11.1

The Lessee and other users are responsible for an orderly course of events in and around the leased accommodation.

11.2

The head Lessee is liable to the Lessor for the costs of any loss and/or damage that are incurred by the Lessor during the lease period of the accommodation as a result of the stay, regardless of whether this damage is caused by acts or omissions of the head Lessee and/or co-Lessees, or by third parties who by their actions are in the accommodation or in the possession of goods.

11.3

The Lessee must report any damage immediately to the Lessor and must provide immediate compensation, unless the Lessee can prove that the damage was not due to his/her fault, other users or one of the members of his/her party.

11.4

Extra costs for incorrect use of the accommodation or for leaving it behind in an improper condition, including but not limited to excessive filthiness, will be passed on to the Lessee who will be obliged to make payment.

12. COMPLAINTS AND DEFECTS

12.1

Any accommodation defects discovered by the Lessee or any complaints concerning the accommodation must be immediately reported to the Lessor within 12 hours after the existence or discovery thereof.

12.2

If the defect or complaint is not attributable to the Lessee or to the state of the accommodation, as a result of which the accommodation does not provide the Lessee with the enjoyment that he/she anticipated in accordance with the agreement, the Lessor is obliged to repair the defect to the extent possible. The Lessee is always required to give the Lessor the opportunity to repair any defects.

13. LESSOR LIABILITY

13.1

The Lessor accepts no responsibility for theft, loss of or damage to goods or persons whatsoever during or as a result of the lease or use of the accommodation unless it concerns an intentional act of gross negligence on the part of the Lessor or any of the Lessor's employees.

13.2

Liability arising from loss of travel pleasure or trading loss and other consequential damage is excluded under all circumstances. Furthermore the Lessor is not liable in any way for damage for which a claim for compensation exists in respect of travel and/or cancellation insurance or any other insurance. The liability for damage and costs that the Lessee or his company may suffer in the performance of his business is excluded except in the case of gross negligence of the Lessor.

13.3

The Lessor is not liable for service disruptions or defective third party

services.

13.4

The Lessor is not liable for damage of or to property or persons if the Lessee and members of his/her party obtain access to other buildings and or enter areas of the grounds belonging to the Lessor and/or operate equipment/vehicles without the explicit permission of the Lessor. The Lessee is obliged at all times to give guidance and supervision.

13.5

The Lessee indemnifies the Lessor against all claims concerning damage by third parties which are partly or fully the result of any acts or omissions by him/her, other users, travel companions or third parties who are staying at the accommodation with his/her permission.

13.6

Under no circumstances will the liability of the Lessor lead to payment of a higher compensation amount than a threefold of the lease amount charged to the Lessee.

14. FORCE MAJEURE AND AMENDMENTS

14.1

If as a result of force majeure the Lessor (temporarily or permanently) is not able to execute the agreement in whole or in part the Lessor will propose an amendment within 14 days after the aforementioned circumstances have taken place.

14.2

Force majeure on the part of the Lessor exists (if the execution of the agreement is prevented in whole or in part, temporarily or permanently) due to circumstances which are beyond the control of the Lessor, including threat of war, employee strikes, blockades, fire, floods and other disruptions or events.

14.3

The Lessee is entitled to reject the proposed amendment as mentioned above. If the Lessee rejects the proposed amendment, the Lessee should make this known in writing or by email within 14 days after receipt of the proposed amendment. In that case the Lessor reserves the right to terminate the agreement with immediate effect. The Lessee is then entitled to remission and/or restitution of the lease price (the part already paid thereof). The Lessor will not be obliged to compensate any damage in respect thereof.

15. DEPOSIT

15.1

The Lessor may require the Lessee to pay a deposit. The Lessee is obliged to settle the deposit, failure of which may result in the Lessor denying the Lessee use of the accommodation. If the Lessee defaults in the payment of the deposit the Lessor is entitled to terminate (cancel) the agreement with immediate effect.

15.2

The deposit will be refunded if the Lessee leaves the accommodation behind in a proper condition. Any claims for damages will not be cancelled by this restitution.

16. DOUBLE BOOKINGS

16.1

In the unlikely event that the accommodation is booked by different lessees simultaneously for the same period, the Lessor will propose an amendment as referred to under Article 14.1 to one of the lessees. The Lessor is free to choose which Lessee will continue with the lease or use of the accommodation and which Lessee will receive the above-mentioned proposal.

16.2

The Lessor will present the proposed amendment whereby a discount of 10% of the agreed price will be offered to the Lessee concerned.

16.3

The Lessee to whom the proposed amendment is made is entitled to reject the proposed amendment. If the Lessee rejects the proposed amendment, the Lessee should make this known in writing or by email within 14 days after receipt of the proposed amendment. In that case the Lessor reserves the right to terminate the agreement with immediate effect. The Lessee is then entitled to remission and/or restitution of the lease price (the part already paid thereof), including a fixed compensation amount of 10% of the agreed price. Under no circumstances will the Lessor be obliged to pay a higher compensation amount.

17. APPLICABLE LAW

17.1

The agreement between the Lessee and the Lessor is governed exclusively by the laws of the Netherlands.

18. DISPUTES

18.1

Disputes arising from the agreement concluded between the parties and/or these Terms and Conditions, including the single recovery of the amount owed, will be brought before the civil court in Amsterdam, insofar as permitted by law.