

## **Rental terms and conditions De MeerParel & ZeeParel**

### **Section 1: Definitions**

In these terms and conditions, the following is understood to mean:

- a.** holiday residence: bungalow, (summer) house/cottage, apartment;
- b.** entrepreneur: the company that places the holiday residence at the disposal of the holidaymaker;
- c.** holidaymaker: the person who enters into the holiday residence agreement with the entrepreneur;
- d.** fellow holidaymaker: the person(s) also indicated in the agreement;
- e.** third party: any other person, apart from the entrepreneur, holidaymaker and/or his fellow holidaymakers;
- f.** agreed price: the fee paid for using the holiday residence, including any extra expenses as stated in the confirmation.
- g.** expenses: any costs for the entrepreneur, pertaining to the operation of the recreational business;
- h.** information: written/electronic data on the use of the holiday residence, its facilities and any rules or regulations pertaining to the stay at the residence;
- i.** cancellation: the written termination of the agreement, submitted by the holidaymaker before the commencing date of their stay at the holiday residence.

### **Section 2: Contents of the agreement**

- 1.** The entrepreneur places the holiday residence of the type agreed upon at the disposal of the holidaymaker for recreational purposes, i.e. non-permanent residence, during the period and at the price agreed upon.
- 2.** Prior to the stay of the holidaymaker the entrepreneur shall provide the holidaymaker with the written information through which this agreement is also concluded. The entrepreneur shall inform the holidaymaker of any changes in this information, in writing and in time.
- 3.** If the information deviates considerably from the information provided upon the conclusion of the agreement, the holidaymaker shall be entitled to cancel the agreement without charge.
- 4.** The holidaymaker shall observe the agreement and accompanying information. He shall see to it that any fellow holidaymaker(s) and/or third party/parties visiting him and/or staying with him at the residence also observe the agreement and corresponding information.

### **Section 3: Term and end of the agreement**

The agreement legally ends after expiry of the agreed period of time, without the requirement for any further cancellation or written notice.

### **Section 4: Price and price change**

- 1.** The price is agreed upon based on the rates applicable at that time, as specified by the entrepreneur.
- 2.** If, after determination of the agreed price, due to an increase of the financial burden on the entrepreneur, additional expenses arise as a consequence of a change in expenditure and/or levies, that relate directly to the holiday residence or the holidaymaker, these may be passed on to the holidaymaker, even after conclusion of the agreement.

### **Section 5: Payment**

- 1.** The holidaymaker shall settle the payments in euros, unless agreed upon otherwise, and in accordance with any agreed terms of payment.
- 2.** If the holidaymaker, even after having received a prior written reminder to pay, does not or inadequately fulfil his liability to pay within two weeks after receipt of the written reminder, the entrepreneur shall be entitled to cancel the agreement with immediate effect, without prejudice to his right to demand full payment of the agreed price.

**3.** If the entrepreneur is not in possession of the total amount owed by the holidaymaker on the day the holidaymaker arrives at the holiday location, the entrepreneur may deny the holidaymaker access to the holiday residence, without prejudice to the right of the entrepreneur to demand full payment of the agreed price.

**4.** Any and all extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, shall be at the expense of the holidaymaker. If the holidaymaker does not promptly and finally settle the total amount due, he shall receive a written demand to pay said amount and shall owe statutory interest on the outstanding amount.

#### **Section 6: Cancellation**

**1.** In the event of cancellation, the holidaymaker shall pay a fee to the entrepreneur. This fee amounts to:

- for cancellation orders placed at least three months before the first day of the holiday, 15% of the agreed price;
- for cancellation orders placed between two and three months before the first day of the holiday, 50% of the agreed price;
- for cancellation orders placed between two months and one month before the first day of the holiday, 75% of the agreed price;
- for cancellation orders placed within one month and 7 days before the first day of the holiday, 90% of the agreed price;
- for cancellation orders placed less than 7 days before the first day of the holiday, 100% of the agreed price;

**2.** This fee is refunded pro rata after deduction of administrative fees.

#### **Section 7: Third party use**

**1.** Third party use is allowed only if the entrepreneur gives his explicit written approval for such use.

**2.** The approval given may be subject to conditions in which case these shall be laid down in writing prior to this approval.

#### **Section 8: Premature departure of the holidaymaker**

If the holidaymaker decides to leave the holiday residence prematurely, he shall owe the entrepreneur the full price of the agreed upon rate period.

#### **Section 9: Interim cancellation by entrepreneur and evacuation in the event of an attributable shortcoming and/or unlawful act**

**1.** The entrepreneur may cancel the agreement with immediate effect:

- a.** If the holidaymaker, any fellow holidaymaker(s), and/or third party/parties, despite having been given prior warning(s), does or do not or adequately observe their obligation(s) under the agreement and/or accompanying information belonging and/or government regulations, such that, according to standards of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;
- b.** If the holidaymaker, despite having been given prior warning(s), causes inconvenience for the entrepreneur and/or fellow holidaymakers or ruins the good atmosphere on or in the direct vicinity of the grounds;
- c.** If the holidaymaker, despite having been given prior warning(s), acts contrary to the intended purpose of the grounds by using the holiday residence in a certain manner.

**2.** If the entrepreneur wishes the holidaymaker to cancel their stay and vacate the holiday residence prematurely, he shall notify the holidaymaker of this in person.

**3.** After cancellation, the holidaymaker shall vacate the holiday residence and shall leave the grounds as quickly as possible, and in any event within 4 hours.

**4.** The holidaymaker is bound in principle to pay the agreed price.

**Section 10: Laws and regulations**

1. The entrepreneur shall at all times see to it that both the interior and exterior of the holiday residence complies with any and all statutory environmental and safety regulations.
2. The holidaymaker shall strictly observe any rules that apply on the grounds. He shall also see to it that any fellow holidaymaker(s), and or third party/parties paying him a visit and/or staying with him strictly observe any applicable rules on the grounds.

**Section 11: Maintenance and construction**

1. The legal liability of the entrepreneur for damage other than losses resulting from injury or death is limited to a maximum of €455,000 per event. The entrepreneur is obliged to insure himself for this.
2. The entrepreneur shall not be liable for any accidents, theft, or damage on his property, unless this is the result of a shortcoming that can be attributed to the entrepreneur.
3. The entrepreneur shall not be liable for the consequences of extreme weather influences or other cases of force majeure.
4. The entrepreneur shall not be liable for any malfunctioning utilities, unless such a malfunction is caused by the entrepreneur's culpable conduct.
5. The holidaymaker is liable to the entrepreneur for any damage caused by his own actions or negligence or that of his fellow holidaymaker(s), and/or third party/parties, if such damage can be attributed to the holidaymaker, fellow holidaymaker(s), and/or third party/parties.
6. The entrepreneur shall take appropriate action and measures if the holidaymaker reports any inconvenience caused by other holidaymakers.

*\*These terms and conditions are based on the terms and conditions of Recron.*