

# General Rent conditions



## Definitions

*Broker:* Heerlijke Huisjes (trade name of Silka Holiday Rentals B.V.) is a provider of Holiday homes for recreational rental.

*Tenant:* A (natural) person who rents or wishes to rent a holiday house from the offer of Heerlijke Huisjes.

*Co-tenant:* The person who sojourns at the holiday house together with the tenant.

*Manager:* The person who takes care of the management responsibilities of the holiday house on behalf of the owner.

*Owner:* The rightful owner of a holiday house who offered the house to Heerlijke Huisjes for letting purposes.

*Franchiser:* The person who granted the franchisee the right to make use of the trade name Heerlijke Huisjes in the region in which the rented holiday house is situated.

*Franchisee/landlord:* The person who has been authorised by the franchiser to make use of the trade name Heerlijke Huisjes in the region in which the holiday house is situated. The franchisee is, acting in the capacity as landlord, the sole contracting party to the rental agreement concluded with the tenant. In this agreement the franchisee/landlord is referred to as Heerlijke Huisjes.

## Applicability of General Terms and Conditions

These general terms and conditions are only applicable to the legal relationship between the franchisee/landlord – tenant and franchiser – accommodation owner. The tenant and the accommodation owner cannot derive any rights vis-à-vis the franchiser from this rental agreement. These general terms and conditions are applicable to all proposals and offers of, agreements with, deliveries and services of Heerlijke Huisjes. Deviating stipulations, arrangements or regulations are only applicable if and to the extent that they have been confirmed by Heerlijke Huisjes.

## Offers, prices and fees

Offers of Heerlijke Huisjes are always without engagement and are subject to interim changes. All indications on the website of Heerlijke Huisjes and possible other written statements are deemed to have been made in good faith and are made subject to

interim adjustments. Heerlijke Huisjes shall not be bound by apparent errors and omissions on its website and possible other written statements. The tenant declares to have taken note of the description of the holiday house provided by Heerlijke Huisjes on the website and not to desire any further specification thereof. The prices are always including turnover tax yet excluding a (not compulsory) cancellation and/or travel insurance and/or other expenses. Additional special fees, e.g. energy charges, cleaning costs, booking charges and local fees established by and on behalf of the government are specified separately.

## Booking

As soon as we receive your booking order, either by telephone, via the website or in writing, you shall receive a booking form/invoice of your booking. Heerlijke Huisjes shall at all times be entitled not to accept your booking in the event there is question of price errors or printing errors on the website. Booking forms/invoices/sojourn tickets and possible other written documents sent by Heerlijke Huisjes contain all information relevant to the stay in the booked holiday house. In the interest of a proper booking and to avoid misunderstandings, the tenant is obliged to verify the correctness and completeness of the booked data after receipt of the booking form/invoice and possible other written documents and to report possible inaccuracies or errors to Heerlijke Huisjes within 7 days after receipt of the booking form/invoice or other documents. If this kind of communication fails to materialise the tenant shall no longer be entitled to rely on the incompleteness or incorrectness of the booking form/invoice and/or other documents.

## Payment and further processing

An advance payment of 50% of the total rent plus the booking costs plus the possible cancellation insurance must be paid within 10 days. The second instalment of the rent must be paid no later than 6 weeks prior to the start of the rent period. In exceptional instances other payment terms can be stipulated in writing. In case of bookings (period between the booking and the start of the rent period less than 8 weeks) the whole amount must be paid all in once, either by telephone transfer or in cash. Payment is possible by giro, by bank or in cash. In case of payment by giro or bank the date of the credit entry to the bank account of Heerlijke Huisjes is considered to constitute the payment date. At the request of Heerlijke Huisjes the tenant must present proof of payment to Heerlijke Huisjes.

## Security deposit

A security deposit is usually requested for the holiday house. This security deposit must be paid to the owner or the manager of the holiday house upon arrival at the address, unless determined otherwise in the booking form and/or the sojourn ticket. After conclusion of the stay in the holiday house possible additional costs are settled, possibly observed damage to or loss of goods present in the holiday house are set off against the security deposit and the remainder of the security deposit is paid back in cash. The calculated remainder of the security deposit shall in any case be repaid by the owner or the manager by bank / giro within 14 days after the stay. The Landlord is never responsible in case of disagreements between Manager and Tenant.

## Cancellation

A cancellation must always take place in writing. The following rules are applicable to this: - in case of cancellation up to 56 days prior to the day of arrival 30% of the rent is charged; - in case of cancellation as from the 56th day (inclusive) up to the day of arrival this amounts to 100%.

## Liability

Heerlijke Huisjes accepts no liability whatsoever if the owner of the holiday house remains in default, despite the due care dedicated to each and every holiday house by Heerlijke Huisjes. Heerlijke Huisjes can neither be held liable for damages resulting from fire, leakage, accident or any cause whatsoever, inflicted upon the tenant, the co-tenants and/or their properties. If Heerlijke Huisjes is held to cancel the rental agreement as a result of force majeure, Heerlijke Huisjes shall by no means be liable. In this kind of situation a complete refund of the amount paid to Heerlijke Huisjes shall take place. The tenant is liable for all damages to the holiday house, inventory and/or furniture which occur during the rent period and are caused by the same or the co-tenant(s). This shall be remedied at the expense of the tenant. Errors or mistakes in the rent programme of Heerlijke Huisjes cannot be binding upon Heerlijke Huisjes.

## Stay

Upon arrival the holiday house can in general be entered after 15:00 o'clock. In most instances it must be left before 10:00 o'clock. Deviations are specified with the booking confirmation. The holiday house cannot be used by more people than stipulated in writing. If there would yet be more people present than stipulated, the owner or manager shall be entitled to deny you

access or to charge you EUR 2300 per excess person per day. Depending on the specific circumstances. It is not allowed to bring pets along without approval in writing. If this is yet observed the owner or the manager shall be entitled to deny you further access to the holiday house. The tenant must personally provide for linen, e.g. bed sheets, pillowcases, dish towels, towels, etc. In some instances it is possible to rent bed linen or it is included in the price. This is always specified in the description or the pricelist of the holiday house. On the day of departure the holiday house must be left behind broom-clean which implies the following: all the dishes washed, refuse bags in the bin or timely handed to the cleaning staff, new refuse bag in the bin, blankets or quilts folded at the foot of the bed, refrigerator empty and clean, all food removed and the floor swept.

## Complaints

If you have founded complaints about the cleaning of your holiday house then you can contact the owner/manager on the same day. The latter shall then send somebody to verify if your complaint is justified and if this is the case, clean the house. Do not start cleaning yourself, otherwise your complaint shall not be accepted as this leaves nothing for the owner/manager to verify. If you have significant complaints in a different area then you must report this on the day of arrival before 1900 o'clock. If the day of arrival falls on a Friday you must report complaints by 12:00 o'clock on the next day. After that your complaint can no longer be processed.

## Closing provision

Dutch law is exclusively applicable to the present terms and conditions. All disputes deriving from the booking form / invoice and other written documents or these terms and conditions shall in the first instance be settled by the competent court in the Netherlands. Neither party can transfer its rights and obligations to third parties, unless stipulated otherwise in the present terms and conditions. If and to the extent that any provision in the booking form / invoice or other written documents appears to be invalid the other provisions shall remain in full force and the invalid article shall be deemed to have been converted in order that is in accordance with the apparent intention of the parties.

We have our own agency with Europeesche Verzekeringen. So you will travel well insured!