Villa Martini
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TERMS AND CONDITIONS

Rental and Booking Terms and Conditions

The following Rental and Booking Terms and Conditions apply to the rental agreements.

ARTICLE 1

Definitions

1.1 Main Booker/Tenant: the natural person or legal entity who rents the house in their own name, accepts the Landlord's offer and thereby enters into a rental agreement.

1.2 Co-tenant: the person who stays in the holiday home/apartment together with the (main) booker/tenant.

1.3 Guest(s): the person(s) who stay in the holiday home/apartment pursuant to the agreement between the Tenant and the Landlord/Owner and thereby accept these Terms and Conditions. Minor fellow guests are the responsibility of the Main Booker.

1.4 Landlord/Owner (hereinafter: Landlord): the owner of Villa Martini, Kaya Egeo S3, or their representative.

1.5 Property Manager: the person who represents the Landlord locally and, on the Landlord's behalf, handles the Tenant's reception, key handover and check-out.

1.6 Third Party/Parties: natural persons or legal entities other than the Landlord or Tenant.

1.7 Reservation: an instruction from the Tenant to the Landlord to rent the holiday home/apartment/studio via the Website, email, post or telephone.

1.8 Reservation Confirmation: receipt of the invoice by the Tenant constitutes confirmation of the agreement to rent the holiday home/apartment/studio.

1.9 Agreement: the rental agreement between the Landlord and the Tenant for the rental of the house/apartment/studio. The (signed) Booking Form, confirmed by means of an invoice sent.

1.10 Booking Form: the Tenant's confirmation stating the names and dates of birth of the Tenant and Co-tenants, the rental period, the rental price and the requested additional services.

1.11 Holiday home/apartment/studio (hereinafter: Holiday Home): the rented holiday accommodation concerned, including the grounds, other structures, swimming pool, inventory and all movable property belonging to the Holiday Home and grounds, as described on the Website. In some cases, certain areas, such as garages or private rooms/cupboards, are closed to the Tenant. The apartment and studio remain closed unless expressly rented in addition.

ARTICLE 2

Applicability of the Terms and Conditions

2.1 These Terms and Conditions apply to the reservation request, Reservation Confirmation, and all offers, quotations, agreements with and services provided by the Landlord, unless the parties expressly agree otherwise.

2.2 By making a Reservation, the Tenant declares that they agree to these Terms and Conditions.

ARTICLE 3

The Reservation

3.1 By making a Reservation, the Tenant is bound towards the Landlord to pay the costs referred to in Article 7.6.

3.2 The Reservation Confirmation will be issued to the Tenant as soon as possible after the Reservation has been made. It will include, among other things, the Tenant's name and contact details.

3.3 Within 14 working days of receiving the Reservation Confirmation, the Tenant may have any errors in it corrected free of charge. Failing this, the Reservation Confirmation will constitute evidence of the existence and content of the Agreement, without prejudice to the Tenant's right to provide evidence to the contrary.

3.4 The Landlord is entitled to refuse a Reservation on grounds of age and/or group composition. Instead of refusing the Reservation, the Landlord may impose additional conditions.

ARTICLE 4

Duty to Provide Information

4.1 Before entering into and during the performance of the Agreement, the Tenant shall provide the Landlord with the necessary information concerning the Tenant and any other Guest(s), including the correct name, address, place of residence, date of birth, nationality, telephone numbers and email address. Any adverse financial consequences arising from the Tenant's failure to fulfil this duty shall be borne by the Tenant.

4.2 The Tenant is responsible for possessing the correct travel documents required for the journey, including passport, visas and vaccination certificates.

4.3 The Tenant is responsible for obtaining any necessary additional information from the relevant authorities and for checking in good time before departure whether previously obtained information has changed.

4.4 If the Tenant is unable to make all or part of the journey because any valid document is missing, all resulting consequences shall be borne by the Tenant.

ARTICLE 5

Reservation Confirmation and Formation of the Agreement

5.1 The Agreement between the Landlord and the Tenant is concluded once the Landlord has confirmed the Reservation to the Tenant by email or in writing,

subject to the condition subsequent that the Landlord may notify the Tenant within two working days after formation of the Agreement that, for any reason, rental during the relevant period is not possible.

5.2 The Reservation Confirmation is final and cannot be revoked unless the Tenant invokes Article 8 of these Terms and Conditions. The legislation on distance selling, particularly its 14-working-day cooling-off period, does not apply to travel booked online. An exception is made for the tourism sector because of the specific nature of the services provided, in accordance with the European directive on distance selling, which likewise provides an exception for accommodation services.

5.3 Any refunds shall be made exclusively to the Tenant.

ARTICLE 6

Rent and Payment

6.1 Unless otherwise stated or agreed, quoted rental prices exclude turnover tax/tourist tax and are payable per night.

6.2 Unless otherwise stated, the rental prices include the cost of part of the water and electricity consumption.

6.3 The rental prices include the rental of bed linen and towels. Subject to availability, a cot may be provided on request for an additional charge.

6.4 Unless the parties agree an alternative payment arrangement, the Tenant must pay a deposit of 25% of the rent no later than ten days after receipt of the Reservation Confirmation/invoice.

6.5 Unless the parties agree an alternative payment arrangement, the remaining 75% of the rent, including the security deposit and turnover tax, must be credited to the Landlord's bank account no later than eight weeks before the start of the stay.

6.6 If the Reservation is made eight weeks or less before the start of the stay, the full rent must be paid in one instalment.

6.7 If the deposit or payment is not made, or not made on time, the Tenant is in default and the Agreement will be cancelled. The Reservation will lapse without any obligation to refund, unless otherwise agreed with the Landlord. The Tenant owes the cancellation charges described in Article 8 and statutory interest from that moment. The Landlord is then entitled to charge these costs or set them off against any deposits received.

6.8 Departure earlier than planned, regardless of the reason or cause, does not entitle the Tenant to a refund of rent paid or cleaning costs.

6.9 The Landlord's judicial and extrajudicial costs relating to the collection of rent and other amounts due but not paid on time shall be borne by the Tenant. These costs will be recovered in accordance with the statutory rules governing extrajudicial collection costs. Reasonable judicial costs actually incurred must also be reimbursed.

6.10 All amounts due must always have been received in full by the Landlord before access to the Holiday Home is granted.

6.11 After full payment of the rent, the Tenant will receive, approximately two weeks before the start of the stay, the address of the Holiday Home, the name of the Property Manager and practical information concerning matters such as bed linen, final cleaning and the security deposit.

ARTICLE 7

Cancellation and Changes by the Tenant

7.1 **Standard cancellation charges**

If an Agreement is cancelled, the Landlord will charge the Tenant the following cancellation charges, in addition to any reservation charges due:

- For cancellation before the 56th calendar day (exclusive) before the arrival date: 30% or the deposit;
- For cancellation from the 56th calendar day (inclusive) until the 28th day (exclusive) before the arrival date: 60% of the total rental price;
- For cancellation from the 28th calendar day (inclusive) until the 14th day (exclusive) before the arrival date: 90% of the total rental price;
- For cancellation from the 14th calendar day (inclusive) until the arrival date: the full (100%) total rental price (invoice amount);
- For cancellation on the arrival date or later: the full (100%) total rental price (invoice amount).

7.2 Partial cancellation is possible only in consultation with the Landlord. The Landlord may charge cancellation costs.

7.3 The total amount of cancellation charges and the amended total rental price will never exceed the original Tenants' total rental price.

7.4 A cancellation or change made on a Saturday, Sunday or public holiday observed in the Netherlands is deemed to have been made on the next working day in the Netherlands.

7.5 **Substitution**

a) If a member of the travelling party cancels and is to be replaced, Article 8.6(b) applies.

b) The applicant, the Guest and the substitute are jointly and severally liable to the Landlord for payment of the outstanding portion of the total rental price, administration charges and any additional costs resulting from the substitution.

7.6 **Changes by the Tenant**

a) If the Tenant wishes to change the rental period or other essential terms of the Agreement, the Landlord's express consent is required. If consent is withheld and the Tenant wishes to cancel the Agreement, the cancellation provisions of Article 8 apply.

b) Cancellation or amendment of the Agreement by the Tenant also constitutes cancellation or amendment for the Guest(s).

c) A request to cancel or amend the Agreement as referred to in Articles 8.1 through 8.6 must be addressed to the Landlord in writing.

d) The Tenant may not sublet the Holiday Home or otherwise make it available to Third Parties for use.

7.7 Cancellation due to force majeure: for Reservations made on or after 22 March 2020, no claim may be made to alternative discretionary arrangements in the event of force majeure and/or unforeseen circumstances.

7.8 If the Landlord must cancel, the Landlord shall refund the mandatory amounts paid. The Tenant has no right other than recovery of that amount.

ARTICLE 8

Insurance

8.1 The Landlord recommends that everyone obtain adequate travel, cancellation and personal liability insurance.

ARTICLE 9

Liability of the Tenant and Landlord

9.1 During the stay in the Holiday Home, the Tenant has a general duty of care for the rented property and shall behave as a responsible tenant.

9.2 The Tenant is liable to the Landlord for all loss and/or damage arising during the rental period as a result of the stay, regardless of whether caused by any act or omission of the Tenant, Guest(s), Third Parties present in the Holiday Home through their actions, or any animal or property under their control.

9.3 Without prejudice to Articles 10.1 and 10.2, if the Landlord charges the Tenant for damage, the Tenant may claim under their own personal liability and/or travel insurance. Such insurance coverage and any claim under it do not affect the Tenant's liability to the Landlord. The Tenant remains liable for damage not fully covered by insurance or otherwise.

9.4 Damage resulting from loss or theft must be claimed by the Tenant under their own travel insurance.

9.5 Construction activities near the Holiday Home cannot always be foreseen by the Landlord, and the Landlord is not liable for disturbance caused by such activities.

9.6 Recreational access to Wi-Fi or an internet connection is never an essential term of the Agreement. The Landlord cannot guarantee its operation, even if the Website states that it is available at the Holiday Home. The Tenant and/or Guest(s) cannot hold the Landlord liable if the connection is temporarily unavailable or not functioning.

9.7 The Tenant and/or Guest(s) cannot hold the Landlord liable if the swimming pool is temporarily unavailable due to a defect or malfunction.

9.8 The Landlord is not liable for any malfunction of technical installations or equipment in or around the house.

9.9 Without prejudice to the preceding paragraphs of this Article 10, the Landlord's total liability for any direct or indirect damage suffered by the Tenant and/or Guest(s) as a result of their stay in the Holiday Home is always limited to the amount of the rent, unless the Landlord acted intentionally or with gross negligence.

ARTICLE 10

Security Deposit

10.1 The Landlord requires the Tenant to pay a security deposit in advance as security for any damage or additional costs caused by the Tenant, such as extra cleaning, excess electricity use, breakage, damage or occupancy by more than the permitted number of persons. The amount is stated on the Website and in the Reservation Confirmation/invoice.

10.2 In principle, the Landlord or Property Manager will refund the security deposit to the Tenant's bank account within fourteen days after departure, less any additional costs and/or damage caused by the Tenant. If the Tenant leaves before the agreed time, the security deposit will still be refunded afterwards.

10.3 Upon departure, the Tenant must complete a check-out in the presence of the Property Manager. The expected departure time must be communicated to the Property Manager in good time. The Property Manager and Tenant will inspect the property together. Any damage or breakage must be reported by the Tenant to the Property Manager upon departure.

ARTICLE 11

Arrival, Departure and Minimum Stay

11.1 Tenants may arrive or depart on any day and may occupy the Holiday Home on the starting date of the stay, subject to the check-in and check-out times stated on the Website, unless otherwise agreed.

11.2 On the day of arrival, the Tenant must always contact the Property Manager by telephone 30 minutes in advance to report the expected arrival time.

11.3 The Landlord expects the Tenant(s) to vacate the Holiday Home by 12:00 noon at the latest on the final date, subject to the check-in and check-out times stated on the Website, so that the accommodation can be prepared for the next Tenant. If it is not rented on the same day, a later check-out may be agreed.

11.4 A minimum stay of 7 nights applies unless otherwise agreed with the Landlord.

ARTICLE 12

House Rules

12.1 The Tenant must comply with all provisions of the house rules without exception. The Landlord will ensure that the Tenant receives a copy.

12.2 Smoking is not permitted inside the Holiday Home. Any ashtrays provided are intended for outdoor use.

12.3 Final cleaning is compulsory and is subject to the additional charge stated in the Reservation Confirmation/invoice. This does not release the Tenant from the obligation to leave the accommodation tidy and clean upon departure.

12.4 Upon departure, the Tenant is expected to dispose of household waste, bottles, paper and similar items and to clean the barbecue.

12.5 If the Tenant fails to comply, the Landlord and/or Property Manager is entitled to retain part of the security deposit as additional cleaning costs.

12.6 Pets are not permitted.

12.7 If the Tenant brings one or more pets without permission, a penalty of €150.00 per pet per day may be charged afterwards. The Landlord also reserves the right to demand performance and/or additional damages of any kind.

12.8 The Holiday Home is intended solely as holiday accommodation. The Tenant must observe the rules applicable in the neighbourhood, including traffic rules, maximum speed and parking in the designated space at the accommodation. Noise nuisance, nude

sunbathing, parties and other gatherings are not permitted. In case of doubt, consult the Property Manager in advance.

ARTICLE 13

Number of Guests

13.1 The number of Guests stated on the Booking Form may not be exceeded unless expressly agreed with the Landlord in advance in writing or by email. In that case, the Landlord may charge additional costs.

13.2 If, without the Landlord's permission, more persons than stated stay overnight in the Holiday Home or remain on the associated grounds, the Tenant is automatically in default of their obligations under the Agreement and liable for damages.

13.3 Damage suffered by the Landlord due to a breach of Article 14.1 is fixed in advance at €150 per day per person for every person exceeding the maximum permitted number of Tenants/Guests. This provision constitutes a penalty clause, without prejudice to the Landlord's right to demand performance and/or additional damages of any kind.

ARTICLE 14

Swimming Pool

14.1 The swimming pool can generally be used throughout the year. Exceptions may occur, and the Landlord accepts no liability for any resulting damage.

14.2 Children may use the swimming pool only under adult supervision and must wear a life jacket.

14.3 The Landlord is not liable for accidents in or around the swimming pool.

14.4 Although swimming pools are checked and cleaned regularly, the Landlord is not liable for the quality of the pool water.

14.5 The Tenant may not operate the swimming pool's technical installation. If problems arise, for example if the water turns green or the filtration system does not work properly, the Tenant must notify the Property Manager immediately to prevent damage.

ARTICLE 15

Termination of the Agreement

15.1 The Landlord is entitled to terminate the Agreement immediately in writing or by email and demand the immediate vacation of the Holiday Home if: (i) the Tenant seriously neglects their duty of care for the Holiday Home; (ii) the Tenant accommodates more or different persons and/or animals than permitted under the Agreement; (iii) the Tenant damages the Holiday Home; (iv) the Tenant causes a nuisance; or (v) the Tenant otherwise fails to fulfil the obligations of a responsible tenant. In such a case, the Tenant is not entitled to a refund of any part of the rent and must compensate the Landlord for damage resulting from the Tenant's acts or omissions.

15.2 If the Landlord is unable to provide the Holiday Home due to its sale or circumstances beyond the Landlord's control, the Landlord is entitled to terminate the Agreement. The rent will then be refunded to the Tenant, but the Tenant is not entitled to compensation for costs or damage.

ARTICLE 16

Landlord's Liability and Force Majeure

16.1 The Landlord warrants the accuracy of the description of the Holiday Home, provided that deviations in the stated living area and distances are considered acceptable. Descriptions, impressions, furnishings, the immediate surroundings, amenities, facilities and recreational opportunities may differ from the Website due to their nature, interim changes by the Landlord, seasonal influences or external factors, such as decisions by local owners' associations. Interim changes to furnishings or similar matters do not entitle the Tenant to cancel the booking and journey free of charge. If the Tenant wishes to cancel or amend the booking, Article 8 of these Rental and Booking Terms and Conditions applies.

16.2 Photographs of the Holiday Home are intended solely to give an impression of the rented property. The accommodation may differ from the photographs. The Landlord cannot be held liable for obvious typographical errors.

16.3 The Landlord is not liable for damage against which the Tenant can insure themselves, or for damage arising in the course of a profession or business.

16.4 The Landlord cannot be held liable for force majeure. Force majeure means abnormal and unforeseeable circumstances beyond the control of the party invoking them, the consequences of which could not have been avoided despite all precautions. Article 8 applies at all times in the event of force majeure.

ARTICLE 17

Complaints

17.1 The Tenant must report any complaint about the Holiday Home directly to the Property Manager within 24 hours after it arises, so that the Landlord has an opportunity to address it. The Tenant must always allow the Landlord to remedy any defects and grant access to the Holiday Home for that purpose.

17.2 If the complaint is not resolved satisfactorily, the Tenant may submit it to the Landlord in writing no later than one week after the end of the rental period, stating all relevant information and enclosing evidence such as witness statements and/or photographs.

17.3 In the event of early departure from the Holiday Home without consultation and prior written agreement with the Landlord, the full rent remains payable and the Landlord is released from any obligation to pay compensation.

17.4 The Landlord will provide a written response no later than three weeks after receiving the complaint.

17.5 If the Tenant does not comply with the time limits and conditions stated in paragraphs 1 through 5 of this Article 18, the Tenant forfeits any right to compensation, insofar as any such right exists.

ARTICLE 18

Interest and Collection Costs

18.1 A Tenant who does not fulfil a monetary obligation to the Landlord on time owes statutory interest on the outstanding amount, unless the relevant Landlord's terms prescribe a higher interest rate.

18.2 The Tenant must also reimburse extrajudicial collection costs in accordance with the statutory rules governing such costs.

ARTICLE 19

Final Provisions

19.1 If the Landlord does not invoke one or more provisions of these Terms and Conditions in a particular case, or departs from them, this does not prevent the Landlord from invoking them in subsequent cases.

19.2 Dutch law applies to all offers, agreements and their performance, including the Agreement to which these Terms and Conditions apply in whole or in part.

19.3 Disputes arising from these Terms and Conditions and/or the Agreement, including the recovery of amounts due, shall be brought before the competent court in the Netherlands.

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