

# General terms and rental conditions for

## 2UITERSTEN

version 29-10-2018

## (2 OPPOSITES/EXTREMES)

### Application

- These general terms and (rental) conditions apply to bookings and agreements concerning both accommodations 'Gedempte Zuiderdiep 132' in Groningen as well as Aquamarine' in Finsterwolde.
- The term 'tenant' in these terms and conditions applies to: the person that has come to an agreement with owner(s) to temporarily rent a holiday accommodation.
- These general terms and conditions apply regardless of your (previous) references to your individual conditions or other general conditions. We reject any other general terms and conditions that are other than those found below.
- Any agreements that differ from those stipulated in the articles below can only be valid when agreed upon in written form.

### Article 1 Bookings

- 1.1 We only process bookings for people over the age of 18. Bookings by people younger than 18 are not deemed valid.
- 1.2 After you have made a booking, you will receive a confirmation from us by e-mail, within 5 days of booking. This e-mail also contains the general terms and conditions as well as our invoice. We kindly ask you to check these documents for any inaccuracies or information that might need clarifying. Do let us know if you have any questions. If you haven't received a booking confirmation from us within 10 days of booking, please notify us.
- 1.3 You and I (owner) have come to an agreement as soon as we have confirmed your booking. This agreement concerns the rental accommodation for recreational use, for a short term..

### Article 2 Payment of the rental fee

- 2.1 We ask you to pay 50 % of the rental fee within 14 days of the invoice date. The other 50 % needs to be in our account at least 21 days before your arrival date. In the event that your booking falls within the mentioned 21 days, you need to pay 100% of the invoice to us at once.
- 2.2 When paying half of full rental fee, you automatically confirm to having read the general terms and rental conditions and agreeing with them. Rental agreement expires automatically after the booked dates have passed.
- 2.3 In case of late/no payment of mentioned amounts in invoice, you are in default. In this case, we reserve the right to cancel the booking and to terminate the agreement.

### Article 3 Deposit

- 3.1 **The deposit is € 50,00.** This deposit concerns any possible damage and/or costs that we (owners) might have to make when the tenant doesn't comply with the commitments that come with being a good tenant. They also go for those that accompany the tenant.
- 3.2 The deposit needs to be paid together with the first part (50%) of the rental fee. In the event that the deposit has not been paid before arrival, we reserve the right to deny tenant entry to the accommodation. If deposit remains missing, we are legally entitled to terminate the rental agreement immediately.
- 3.3 The deposit or part of the deposit will be refunded to the tenant after possible damage has been deducted and will be refunded to their account within 14 days after leaving. Any further claims for financial compensation (due to damage) will not be cancelled out by this refund.

## Article 4 Cancellation

4.1 Cancellation by the tenant always needs to happen in writing (per mail or per email). The following rules apply:

- When cancelling 42 days previous to your arrival date 25% of the invoiced amount will be charged.
- When cancelling 28 days previous to your arrival date 50% of the invoiced amount will be charged
- When cancelling 7 days previous to your arrival date 100% of the invoiced amount will be charged/owed.
- When you have not arrived at the accommodation within 24 hours after the agreed arrival date without any further notice, this is considered a cancellation and 100% of the rental fee is owed.

4.2 In case of a cancellation from our (owners) side, all paid funds will be refunded.

4.3 Deposit will be refunded when a booking is cancelled.

4.4 If a tenant vacates the accommodation before the end of the rental period, no refund will be given.

## Article 5 Liability/ complaints/ damage

5.1 The tenant and other people using the accommodation for the rental period of the tenant are fully liable for any damage that has occurred during the rental period. This applies to the inventory and all things belonging to the rental accommodation, unless the tenant and/or other users can prove that the damage has not been caused by them. We suggest all our guests to inspect the inventory upon arrival and notify the owner of any inconsistencies or damages that are found.

5.2 We do not carry liability for theft, loss or damage of affairs or people of any kind as a consequence of staying in our accommodation. Similarly we do not carry liability for any construction activity on the access- or main roads in the area or vicinity to the accommodation. We also do not accept liability for the failure or disconnection of technical appliances, utilities, or partial or not functioning internet.

5.3 The costs for normal maintenance and repair will be charged to the owner. If any defects occur, tenant needs to notify the owner(s) and follow their instructions as closely as possible. Costs incurred by the tenant in this regard will be refunded, when tenant can provide sufficient evidence in the form of a signed invoice/bill.

5.4 The accommodations have working Wi-Fi that the tenant can use. It is strictly forbidden to down- or upload or stream illegally! The tenant is responsible and liable for their internet use and in case of any fines. These will then be charged to the tenant. If authorities request the personal information of a tenant in case of an offence, the owner will submit it to them. All costs that the owner will make because of this, will be recovered from the tenant.

5.5 If you wish to submit a complaint, please do so within 14 days of leaving the accommodation. Please do so in writing and with sufficient motivation.

## Article 6 The accommodation

6.1 On the date of arrival you can use the accommodation from 16:00 hours (4pm) onwards, unless previously agreed differently.

6.2 On the date of departure you need to vacate the accommodation before 11:00 hours (11am).

6.3 The accommodation is a smoke-free zone. Outside in the garden and under the roof you are allowed to smoke. On the landing/terrace of accommodation Zuiderdiep 132 you are allowed to smoke.

6.4 The rental fee includes a final clean by the owner after the tenant has left.

6.5 Subletting is strictly forbidden.

6.6 The tenant and those in his/her care or responsibility are obliged not to inflict any damage, pollution, unnecessary wear and tear and other damages to the property and all present

goods. They are also obligated to make sure they do not cause a nuisance and or hinder (in the broadest sense of the word) their surroundings.

6.7 An overnight stay for more people than was previously agreed upon in the rental agreement and paid for through the booking and invoice is not allowed, unless previously agreed differently and stated in writing. If this occurs, it can lead to premature termination of the rental agreement from the side of the owner, without any refund of finances.

## Article 7 Departure and final clean-up

The accommodation needs to be left according to the next articles:

7.1 The accommodations and all surrounding areas (conservatory) need to be left sweep-clean.

7.2 Everything needs to be left clean, washed, dried and in the designated cupboards.

7.3 Take bed linen off the bed.

7.4 Leave fridge empty and clean.

7.5 Do not leave any condiments in the cupboards after you leave.

7.6 Put cushions for outside furniture indoors when leaving.

7.7 Notify the landlord/owner of any damage or broken appliances.