**Terms and conditions**

Cottage “Huisje de Kikker”

Boezemweg 27, zip code 4128 LT Lexmond, The Netherlands

Version January 2018

**Application**

* These general rental conditions apply to reservations and agreements relating to the cottage "Huisje de Kikker" located on Boezemweg 27, zip code 4128 LT in Lexmond, The Netherlands.
* In these general terms and conditions, the term "tenant" means the person who concludes a rental agreement with us regarding the rent of the cottage.
* These terms and conditions apply regardless of any (prior) reference to any other terms or conditions. We don’t accept any other terms and conditions to which you refer or that are used by you.
* Agreements that differ from these terms and conditions are valid only if agreed in writing.

**Article 1 - Reservations**

1. We only accept bookings from people 18 years of age or older. Reservations by persons younger than that age are not valid. We reserve the right to refuse a reservation at all times - also without providing reasons.
2. After you have booked you will receive a confirmation, the general rental terms and conditions and an invoice within five days. Payment of the invoice is subject to the conditions described in Article 2.
3. We urge you to check these documents for accuracy and to report any errors to us immediately. If you have not received a receipt from us within 10 days of making the reservation, please contact us directly. If you do not contact us within the given 10 days you will not have the right to maintain your reservation. This right has then expired.
4. An agreement will be valid when we have confirmed the reservation. The agreement concerns the rental of the cottage for recreational use, which in its nature is of short duration ex art. 7: 232, paragraph 2 of the Civil Code.

**Article 2 – Payment**

1. Payment is subject to the following conditions:
2. I. Payments must be made via wire transfer/bank transfer;
3. II. You must pay 25% of the rent amount as well as the entire deposit within 14 days of the invoice date. The remaining invoice amount of 75% should be paid one month before the arrival date.

III. If your reservation is made within a month prior to the arrival date, you must pay 100% of the invoice amount and the deposit at the time of receipt of the invoice.

1. The deposit and/or payment must be made by bank transfer to IBAN: NL55 FVLB 0227 069 722 in the name of C. Bouter in Utrecht, mentioning the invoice number.
2. With partial payment or payment of the entire rent you confirm to have read the general rental conditions and agree to this. The lease ends after the expiration of the agreed period.
3. In case of late payment, as described under part a. of this article, you are in default immediately after expiration of the payment period. In that case, we reserve the right to cancel your reservation and to terminate the agreement.

**Article 3 - Deposit**

1. A tenant will be charged a security deposit of €150,00 which serves to guarantee damage and/or costs of any possible kind that may result from non-compliance with the obligations of the tenant as a good tenant and those accompanying the tenant.
2. The deposit, as already described in Article 2 under II and III, must be paid together with the (first) payment of the rent.
3. In case the deposit is not met, we are entitled to deny the tenant the access to the cottage. If you fail to pay for the deposit, we are also entitled to terminate the agreement with immediate effect.
4. The deposit or any remaining balance thereof will be returned to the tenant within 14 days of departure after any incurred costs are subtracted (eg damage to inventory/cottage and/or other costs). Any (further) claim for damages will not be ruled out by refund of the deposit.
5. If in case of (any) damage it appears that the deposit is insufficient to compensate for the full damage, we reserve the right to claim the (remaining) damage.

**Article 4 - Amendments**

1. If the tenant wishes to make changes to the booking after the booking/agreement, we are not obliged to comply with it. We decide if and to what extent, these changes are accepted. In principle, changes cannot be made within 4 weeks of arrival.
2. If, after the booking/agreement, the tenant wishes to change the stay period to another or non consecutive/subsequent stay period, the cancellation provisions as stated in Article 5 are applicable. Another period of residence is, in any event, a period which is not within the tenant's reserved/booked (and confirmed by the landlord) residence period.

**Article 5 - Cancellation**

Cancellation by the tenant must always be done in writing (by post or by e-mail). This is subject to the following conditions:

* Partial payments will, in principle, not be returned on cancellation.
* If canceled up to 42 days before date of arrival, 25% of the rent will be due.
* If canceled up to 28 days before date of arrival, 50% of the rent will be due.
* If canceled from 7 days to the date of arrival 100% of the rent will be due.
* If you have not arrived within 24 hours of the agreed date and without any notice, this is considered a cancellation and 100% of the rent will be due.
* In case of cancellation on our end, any money already paid will be refunded.

**Article 6 - Receipt key.**

1. The key can be obtained at Boezemweg no. 19 in Lexmond from Mr. Mex de Groot. The tenant is never entitled to duplicate the key for any reason whatsoever. Should the tenant do that, then the tenant owes a fine of € 100, without prejudice to the actual costs. The key of the cottage is loaned to the tenant by us and must be given back at the end of the residence period on the date of departure to us or Mr. Mex de Groot. In case of loss, theft or any other means of losing the key, the tenant owes an amount of €100.
2. All costs incurred by not vacating the property on time will be collected from you. Goods or items found after your departure will be kept for a reasonable period for you to collect, but we do not accept any responsibility for this. Returning goods or items can only be done at your expense.
3. When the tenant and/or other users have been locked out of the cottage: “Huisje De Kikker’”, this will cost €25. This is settled by subtracting it from the deposit before refunding it. For safety reasons we ask the tenant to provide us with identification before handing over the (spare) key.

**Article 7 - Staying in the cottage**

For reservations/stays the following stay periods and times apply, namely:

1. Weekend: Friday from 3 pm to Monday 10 am
2. Midweek: monday from 3 pm until Friday 10 am
3. Week: Friday from 3 pm to Friday 10 am or;

Monday 3 pm to Monday 10 am

* The tenant must be present during the (full) stay.
* The tenant and other users must behave as a good tenant during the stay in and around the cottage.
* On the day of arrival, you can use the cottage in principle from 3 pm. On the day of departure, you must leave the cottage at or before 10 am.
* The cottage is non-smoking. Smoking is allowed outside on the terrace. A deep cleaning fee of €150 will be charged if you smoke inside.
* Open fire is not allowed.
* Pets are not allowed.
* The rent is exclusive of final cleaning and bed linen which is charged at €55 for cleaning and €7 per person for bed linen per stay period.
* Barbecues with the available barbecue are allowed (this must be left clean before leaving the house). Although the use of water and electricity is included, we kindly ask you to use these keeping the environment in mind.
* Accommodation of more persons in the cottage than agreed (on the reservation), or the maximum of six persons for the cottage is expressly prohibited without our permission, unless otherwise agreed in writing. This may lead to the premature termination of the lease agreement on our end without any refunds.
* Moving of cabinets and beds, as well as sound or television equipment or the removal of any part of the (inside) inventory is expressly prohibited, except for the crockery/glasses and cutlery for meals on the outside terrace.

**Article 8 - Force majeure**

Force majeure exists if the execution of the agreement is partially or fully, whether or not temporarily, prevented by circumstances beyond the will of us including warfare, strikes, road blocks, fire, flooding and other malfunctions or events.

**Article 9 - Liability/complaints/damages**

1. The tenant and other users are fully and jointly/severally liable for all damage caused to the cottage, inventory and all items belonging to the rented object during the relevant stay period in the rented cottage unless the tenant and other users can prove that the damage cannot be attributed to them. We therefore advise you on arrival at the cottage to properly check the inventory for defects and damages. If you notice any damage or defects, please report this directly to us.
2. We do not accept liability for theft, loss or damage of or to business or persons of any kind, during or as a result of the stay in the cottage.
3. We do not accept liability for construction activities on the (main) roads or of any kind in the vicinity of the rented cottage. We do not accept liability for the failure or disruption of technical equipment, utilities, non-functioning or partially non-functioning of the Internet and/or the TV.
4. The costs of normal maintenance and repair of damages/defects are at our disposal. Should defects occur, the renter must inform us immediately and follow our instructions as much as possible.
5. Should you still have to file a complaint you must submit this within 14 days of leaving the cottage in writing and motivated.

**Article 10 - Departure and final cleaning**

After the end of the stay, the tenant is required to:

* Leave the cottage (broom) clean and tidy. In case of improper use or incorrectly leaving the cottage, additional (cleaning) costs can be charged to the tenant;
* Clean and dry all dishes, crockery and cutlery and return to the cabinets;
* Duvet covers and linens folded up at the end of the bed;
* Leave the dishwasher and fridge clean and empty;
* Take away food items and do not leave them in the cupboards/fridge;
* Place the outside pillows inside behind the couch in the living room;
* Empty garbage cans;
* Report any breakage and/or damage to the administrator (Mr. Mex de Groot)/us;

**Article 11 - Applicable law**

All our terms and conditions of the lease/house rules as well as any disputes arising there from are subject to Dutch law only.