

GENERAL TERMS AND CONDITIONS FOR GUESTS

Version 8 June 2020



These General Terms and Conditions, the booking confirmation and the payment confirmation (and the confirmation of stay) constitute the travel agreement (hereinafter: travel agreement) of the guest (hereinafter: guest and you) for the rental of accommodation, including the furnishings, garden and all other facilities (hereinafter: accommodation) where Villa for You (hereinafter: VfY and we/us) acts as provider of or agent for the accommodation.

1. Website

The descriptions and photos of accommodations on the website of VfY have been compiled with care. It is possible that, due to circumstances, they no longer entirely correspond to the local situation. For example, because the baker recently moved, because the outdoor swimming pool is closed in winter or because there is a new dining table in the kitchen. You can only call us to account in case of major changes.

We shall not be bound by any obvious mistakes on our website.

2. Recreational stay

Our accommodations are intended for recreational stays only. Only you and the other guests you specify at the time the booking is made have access to the accommodation with the confirmation of stay. It is not permitted to organise parties, events or meetings with other persons.

Some accommodations are for families only. Therefore, groups of young people up to the age of 25 are not permitted here. If this is the case, it will be clearly stated on our website and in the travel agreement.

We shall cancel any booking in violation of the above and you will be charged a cancellation fee and any (cleaning) costs.

3. Option, request and booking

For most accommodations, you can place an option for a short period of time without any obligation. When requesting a booking, the owner will first be asked for a confirmation before it can be converted into a booking. A booking includes a reservation for the stay in the accommodation. A booking can be made for a maximum of three months per calendar year or longer/shorter if (local) legislation so provides. You must be 18 years of age or older to make a booking.

4. Personal data

We require personal data from you and the other guests for an option, request and/or booking. Our privacy policy specifies the data we process, for what purpose and the retention period. If you or one of the other guests have a mental or physical impairment, we can only take this into account if you let us know in good time.

5. Booking confirmation

We will send you a booking confirmation if the option is converted into a booking, your request is confirmed or you make a booking directly.

6. Payment

To make a booking, you must pay the rental price of the accommodation (hereinafter: rental price), the booking fee and the premium for any travel or cancellation insurance in euros. If you pay in a different currency, any price difference due to the exchange rate and bank charges shall be for your account.

If you book 45 days or less before the arrival date (last minute), you must pay the full rental price when making the booking. Otherwise you pay at least 35% of the rental price and the full premium for any travel or cancellation insurance when making a booking. If you have opted for a down payment, you must pay the remaining part of the rental price no later than 45 days before the arrival date.

Upon receipt of your (first) payment, we will send you a payment confirmation, which makes it a definitive booking. You cannot cancel a definitive booking free of charge.

7. Late payment

The date of payment is considered the date on which VfY's bank account has been credited. You are immediately in default if the payment has not been credited to our bank account on time. If you have failed to pay on time, VfY may terminate the travel agreement and you will be charged cancellation costs and any statutory collection costs and interest, which may be deducted from the down payment.

8. Additional costs

If there are additional costs for additional items or services, such as cleaning costs, bed linen, electricity and tourist tax, and these have to be paid locally, they will not be included in the rental price and the travel agreement stipulates that they must be paid locally.

9. Confirmation of stay

Once you have paid the full rental price, you and the owner will receive a confirmation of your stay approximately 4 weeks prior to the arrival date, stating the details of the accommodation, the owner/manager and the guests, the length of stay and other information.

10. Cancellation by VfY

We may have to cancel the definitive booking within one working day. In that case, we will inform you of the reason for cancellation and your (down) payment will be refunded within 14 days.

11. Cancellation costs in the event of cancellation by the guest

If you wish to cancel your definitive booking we will charge you the following percentage of the rental price since we have already incurred certain costs:

- i. up to 45 days before the date of arrival: 35%
- ii. from 44 to 29 days before the date of arrival: 60%
- iii. from 28 days to 1 day before the date of arrival: 90%
- iv. on the date of arrival: 100%

The rental price does not include booking fees and the premium for any cancellation insurance as these are non-refundable. If you have made a down payment on or have fully paid the rental price, we will settle the cancellation costs with this (down) payment.

We process the cancellation on a working day. This working day is decisive for calculating the cancellation costs. Our working days are Mondays to Fridays from 09:00 hours to 17:00 hours, with the exception of public holidays in the Netherlands. If we receive the cancellation after the end of a working day, the cancellation costs will be calculated on the next working day.

If you have booked accommodation through one of our partners, this partner may apply its own cancellation costs. In this case, you will find the cancellation costs on the partner's website and/or in the travel agreement.

12. Changes by VfY

VfY may make minor changes to the travel agreement, but will always inform you thereof in due time. In the case of major changes, we will ask you whether you will accept these or if you prefer to cancel the booking free of charge. The deadline for informing us of your choice is 24 hours if we notify you within 14 days prior to the arrival date and 48 hours in all other cases. If you have not communicated your decision within this period, the changes will be considered accepted. If you have chosen to cancel free of charge, VfY will refund the rental price you have already paid within 14 days.

Unless you have paid the rental price in full, VfY may include any tax increases, such as tourist tax, in the rental price no later than 20 days prior to the arrival date.

13. Changes by the guest

If you wish to change the travel agreement, for example a different arrival date or a different accommodation, VfY may charge the cancellation fee.

14. Check-in and check-out

Check-in is usually between 16:00 and 18:00 hours. If this is different for your stay, it will be stated in the travel agreement. The travel agreement also states the time at which you are expected to check out. If you check out too late, we will charge you accordingly.

15. Instructions

We expect you to follow our instructions and those of the owner/manager and to treat the owner/manager and the accommodation with respect. This means in any case that you (i) will not cause (noise) nuisance and inconvenience; (ii) use bed linen on the beds; (iii) leave the accommodation as you found it upon check-in, wash the dishes, clean the floor and place rubbish at the designated place. If you fail to do so, we may terminate the travel agreement and/or charge any related (cleaning) costs. In that case, you will not be entitled to any compensation.

16. Damage

You or one of the other guests may inadvertently cause damage to the accommodation. Please report this as soon as possible to the owner/manager and to us. You are liable for this damage, but many cases of damage are covered by our non-life insurance. You will receive the terms and conditions of this insurance with your booking. If the damage is not covered by our insurance, you will be required to compensate the damage.

17. Support and assistance

If you are in trouble, call the owner/manager or our emergency support as soon as possible. The telephone numbers are included on the confirmation of your stay.

18. Unavoidable and exceptional circumstances

Circumstances that affect your stay and that are outside the control of VfY and yours, and that according to VfY have a significant impact on your stay allow you to cancel free of charge, or, if possible, to make a booking as from 3 calendar days prior to the arrival date. You will not be entitled to compensation.

Unavoidable and exceptional circumstances include (but are not limited to) calamities determined by (local) authorities, such as strikes, natural disasters, terrorist threats, wars, epidemics, avalanche risk and blocked access roads. Circumstances you could have insured by means of travel or cancellation insurance are not covered.

19. Not meeting expectations

If the stay does not meet your expectations, please report this to the owner/manager immediately during your stay. If you and the owner/manager fail to come to an agreement, notify us immediately. This will give the owner/manager and us the option of trying to come up with a suitable solution.

Only if it has a significant impact on your stay, a suitable solution may consist of different and at least equivalent accommodation or a reasonable reduction in the rental price. This solution is not mandatory if it is impossible or if it incurs unreasonably high costs.

If you do not report this immediately, you will lose the right to compensation.

20. Complaint

If we have not found a suitable solution within a reasonable period of time, you may submit a complaint as stated on our website. In this case, you will also have the option of terminating the travel agreement and may be entitled to compensation.

If you submit your complaint at the latest within two months after the departure date, we will handle the complaint within one month of receiving it.

21. Liability VfY

VfY shall not be liable for any costs as a result of unavoidable and exceptional circumstances or for damage resulting from circumstances attributable to you or a third party, such as extreme weather conditions, a fire in or around the accommodation or a problem with the local electricity or water supply.

Furthermore, VfY's liability shall be limited to three times the rental price, unless it concerns intentional or negligent acts or omissions on the part of VfY or personal injury. VfY's liability may be further limited or excluded if VfY acts as an agent between the guest and the owner.

22. Additional services

If you book an additional (travel) service with a third party via a link on our website or in the booking confirmation, this additional (travel) service does not form part of the travel agreement you receive from VfY.

23. Disputes

If your complaint is not satisfactorily resolved, you have the right to apply to the court in Amsterdam.

24. Amendment of terms and conditions

If necessary, VfY may amend the general terms and conditions by posting the amended general terms and conditions on its website and informing the guest accordingly.

25. Applicable law

The travel agreement is governed by Dutch law, while the Dutch version of these General Terms and Conditions shall prevail. Only mandatory law of the country where the guest has his residence or where the accommodation is located may take precedence over the relevant provisions in the travel agreement, which shall not affect the other provisions of this agreement.