Rental Terms, Conditions www.vrijvakantiehuis.nl

Article 1. General

1.1 Vrijvakantiehuis.nl acts solely as an intermediary between the tenant and the landlord/owner of the holiday home.

1.2 Vrijvakantiehuis.nl and the landlord cannot be held responsible or liable for any disruption, modification, cancellation, or hindrance of the tenant's stay if this is the result of unforeseen or insurmountable events beyond their control. This explicitly (but not exclusively) includes: government measures, municipal enforcement decisions, (sudden) changes in local regulations or zoning plans, as well as the revocation, expiration, or lack of required municipal permits or authorizations.

1.3 Landlord and intermediary cannot be held responsible or liable for inconveniences caused by work performed by third parties, such as the municipality, province, roadworks, (re)construction activities, etc.

1.4 The holiday home is made available to the tenant through the handover of the house key (or key safe code).

1.5 Tenants who are unable to arrive on time are obliged to inform the landlord/intermediary in a timely manner.

1.6 Any complaints regarding the holiday home must be reported immediately to the landlord/intermediary at the start of the rental period to allow for a resolution as quickly as possible.

1.7 Landlord and intermediary are not liable for the consequences of theft, accidents, or damage to property belonging to the tenant, except in cases of fault on their part. In such cases, the landlord/intermediary shall never be held liable for more costs or damages than a standard third-party liability insurance policy would cover under these circumstances.

1.8 The holiday home must be found clean and tidy. If this is not the case, it must be reported immediately so it can be rectified.

1.9 On the day of departure, the tenant must leave the holiday home clean and tidy by 10:00 AM at the latest, unless agreed otherwise in writing.

1.10 If the holiday home is excessively soiled during the rental period, additional cleaning costs may be charged.

Article 2. Reservation and Rent Payment

2.1 A reservation is valid from the moment the tenant has received a reservation confirmation.

2.2 50% of the rent must be paid within 7 days of reservation; the remaining 50% must be paid at least 4 weeks prior to arrival (or as indicated in the reservation).

2.3 For reservations made within 4 weeks prior to the arrival date, the full invoice amount must be paid immediately.

2.4 Late payment will result in cancellation with loss of the deposit.

2.5 Vrijvakantiehuis.nl charges booking fees per reservation.

2.6 Any costs for cash deposits or bank transfers are at the tenant's expense.

2.7 Making the (advance) payment implies that the tenant has read and agrees to these general rental terms and conditions and the full description of the rented holiday home.

Article 3. Right of Option

3.1 You may cancel a reservation within 8 days from the reservation date. You must first report this by telephone and then confirm it via email or registered mail, attaching the reservation confirmation. Booking fees remain due at all times.

3.2 In the event of cancellation after these 8 days, the cancellation conditions (see Article 4) remain fully applicable.

3.3 For reservations made within 8 weeks prior to the start of the rental period, this right of option does not apply, and the regular cancellation conditions in Article 4 apply immediately.

Article 4. Cancellation by the Tenant

4.1 Every cancellation must be reported to Vrijvakantiehuis.nl in writing or by email.

4.2 Landlord charges the following percentages of the total travel amount, depending on the cancellation date:

- Cancellation up to 90 days before the start of the rental period: 15%.
- Cancellation between the 89th and 30th day before the start: 50%.
- Cancellation between the 29th and 7th day before the start: 75%.
- Cancellation less than 8 days before the start: 100%.

4.3 We strongly advise you to take out travel cancellation insurance. Vrijvakantiehuis.nl does not offer cancellation insurance policies.

4.4 In the event of a negative travel advisory or government restrictions (e.g., COVID-19), the regular cancellation conditions in this article apply.

Article 5. Cancellation by Landlord / Government Intervention

5.1 If due to unforeseen circumstances, force majeure, or municipal/administrative intervention the landlord or intermediary is forced to cancel the rental agreement, the tenant will be informed immediately.
5.2 In that case, only and up to a full refund of the (advance) payments already made will take place.
5.3 Vrijvakantiehuis.nl and the landlord are in no way obligated to compensate for any additional damages, consequential damages, travel costs, or costs for alternative accommodation.

Article 6. Tenant Rights and Obligations

6.1 Groups of persons under 23 years of age are not permitted.
6.2 Stay in the holiday home is entirely at the tenant's own risk.
6.3 The tenant may not allow more persons to spend the night in the holiday home than agreed upon in the rental contract, unless written permission is granted by the landlord/intermediary. In case of exceedance without permission, the agreement is considered dissolved without any right to compensation.
6.4 Tenant shall use the holiday home as a prudent tenant and occupy it neatly. Tenant undertakes to immediately compensate for all damage caused by themselves or their party.
6.5 The obligation to pay compensation also applies in the event of missing house inventory or other items belonging to the holiday home.
6.6 The tenant bears responsibility for their guests and family members. The burden of proof lies with the tenant.
6.7 Tenant declares to hold personal third-party liability insurance.
6.8 Tenant shall use the holiday home exclusively as a holiday residence.
6.9 Tenant may not sublet or assign the holiday home to third parties.
6.10 It is prohibited to use appliances for cooking or washing in the holiday home other than those provided by the landlord.
6.11 Unless agreed otherwise, the tenant must bring their own bed linen.
6.12 The tenant is prohibited from causing a nuisance to the surrounding area by playing music or making noise, especially between 10:00 PM and 8:00 AM.

Article 7. Dissolution and Force Majeure

7.1 Landlord/intermediary is entitled to consider the rental agreement dissolved with immediate effect without formal notice or court intervention required:
- If the full rental amount has not been paid at the start of the rental period;
- If tenant leaves the holiday home prematurely;
- If tenant fails to occupy the holiday home before 8:00 PM on the arrival date without written or digital notice;
- If tenant fails to comply with the obligations under this agreement or house rules.

7.2 Premature departure from the holiday home forfeits all rights to compensation or refund.
7.3 The landlord/intermediary has the right to immediately remove (or have removed) tenants from the holiday home if property is destroyed/misused, or in case of severe disturbance to neighbors.
7.4 Force majeure includes: pandemics, natural disasters, terrorism, as well as an order, prohibition, penalty order, or administrative enforcement by government authorities (including the municipality) that makes providing the holiday home impossible. In case of force majeure, tenant is solely entitled to a refund of the rent already paid in accordance with Article 5.

Article 8. Complaints and Disputes

8.1 No complaint will be processed unless submitted digitally or in writing within 12 hours after taking possession of the holiday home.
8.2 In situations not provided for in these conditions, the landlord/intermediary decides.
8.3 Dutch law applies to these conditions. All disputes shall be settled by the competent court in Middelburg.