



Terms & Conditions rental Sunset Beach house

Article 1: General and definitions

1. These terms and conditions are applicable to a temporary lease between owner and tenant of the said house.
2. 'Administrator' refers to the designated contact person by the owner and / or key keeper.
3. 'Rent' refers to the rent of the house to rent for the agreed period, but excluding the deposit.

Article 2 Lease

1. The owner informs the tenant of the rental property, prices and conditions which are important for the lease.
2. The lease is established after the owner has confirmed the booking by email.

Article 3 Payment Terms

1. Within 3 days after the confirmation by the owner, 30% of the rent has to be paid by the tenant.
2. The remaining rent and deposit must be paid completely at least 6 weeks before arrival.
3. When booking less than 6 weeks before departure, the full rent and deposit has to be met by the tenant within 3 days after the confirmation.
4. If amounts due have not been received in time, the contract is deemed to be dissolved. The owner is entitled to charge a cancellation fee, as described in Article 9 of these conditions.
5. After cancellation, the owner is entitled to rent the property directly to another party.

Article 4 Additional costs

1. The cost for final cleaning are obligatory.

Article 5 Deposit

1. The deposit will be refunded to the tenant within 7 days after the end of the stay, less the eventual cost of damage caused, defects and / or missing inventory (Article 8 paragraph 6) or disproportionate consumption of utilities (Article 7 paragraph 8).

Article 6 Obligations of the owner

1. The owner shall ensure that the rental object is made available to the tenant in well maintained condition and that utilities are connected.

Article 7 Obligations of the tenant

1. Pets permitted only if this is specified in advance and the amounts due have been paid by the tenant.
2. The house allows for accommodation for up to 6 persons listed on the application form. In case of violation, the lease is terminated and access to the house will be denied. Tenant remains liable for the full rent.
3. It is not allowed to admit people in the house other than the administrator and any person designated by him or friends, acquaintances or relatives of the tenant.
4. It is not allowed to enter confined spaces.
5. The doors and windows need to be locked upon leaving the house. In case of theft or loss due to failure to comply with the instructions, tenant will be held liable for damages
6. There should be no smoking in the house.
7. Groups under 21 years are not permitted.
8. Normal use of water and electricity is free of charge. If the meter shows that there is a disproportionately high consumption costs will therefore be charged.

Article 8 Departing the holiday house

1. Upon arrival the tenant checks himself whether property and inventory are complete and undamaged. If anything is missing or damaged, the tenant has to notify the owner within 24 hours of arrival. He will do his utmost to repair or replace the item.
2. The holiday house must be vacated before 10:00 on the day of departure.
3. The holiday house is swiped by the tenant at the end of the stay.
4. Crockery with accessories is clean back in the cabinets. The dishwasher should be empty.
5. Damage, defects or missing items are reported directly to the owner by the tenant. Tenant is liable for all damage, defects or missing inflicted by the tenant.
6. Costs associated with damage, defects or missing inflicted by the tenant, will be deducted from the deposit.

7. If the costs exceed the deposit, the tenant is obliged, within five days after a claim has been received from the owner, to have paid the owner the cost.

Article 9 Amendments and cancellations by the tenant

1. In case of change in the lease within 6 weeks before the start of the rental period, an amount of € 10.00 will be charged. These costs are not calculated if the tenant wishes to book a more expensive period. In that case, only the additional fee will be charged.
2. The owner has to be notified of any cancellation in writing or by e-mail.
3. On cancellation of the lease by the tenant, the following cancellation fees apply.
 - a. in case of cancellation more than 100 days before the start of the booked stay, an amount of 30 % of the total rent is due.
 - b . if canceled between 99 and 60 days before commencement of the booked stay, an amount of 50 % of the total rent is due.
 - c . if canceled between 59 and 30 days before commencement of the booked stay, an amount of 75 % of the total rent is due.
 - d. if canceled less than 30 days before commencement of the booked stay, the total rent is due.
4. When arriving later or leaving the holiday home earlier, the full rent remains due.

Article 10 Termination or modification by the owner

1. The owner may terminate the lease in the following cases:
 - a. in a case of force majeure which includes war, strike, natural disaster, extreme weather conditions, fire, death of the owner.
 - b. compelling circumstances. Substantial circumstances means circumstances which are such that rental of the property is impossible, which include theft of inventory, vandalism to the property or sell the property.
2. All amounts paid by the tenant for the rent of the house will be refunded within 2 weeks. The owner is not liable for any damage suffered by the tenant as a result of the termination of the agreement.

Article 11 Liability

1. The owner accepts no liability for:
 - a. theft, loss or damage of any kind during or as a result of staying in the rented accommodation;
 - b. Malfunctioning of technical equipment in the home, temporary outages or disruptions of water - and / or energy supply in and around the holiday house, road works and/or construction work around the house;
 - c. not carrying out partially or fully of the lease in case of force majeure. This also includes the case, that service providers and/or the administrator engaged by the owner and on whom the owner is dependent, remain negligent;
2. Neither the owners nor administrator shall be liable for damages resulting from the use of the rental property, including inventory, or accidents in and around the home.
3. The tenant is liable for all loss and /or damage to the rented property and inventory thereof, whether as a result of acts or omissions of the tenant or third party present in the rented property with the consent of the tenant.
4. If misused or improperly leaving the rented accommodation additional costs will be charged to the tenant.
- 5 . If upon final inspection will be ascertained that is smoked in the house, an amount of € 75, - will be deducted from the deposit in connection with extra cleaning.
6. In compiling the website and the information in the home, the owner has paid much attention to the reliability and accuracy of the data. Nevertheless, the owner can not guarantee the accuracy and completeness of this information and therefore shall not be liable for any damage that might arise from errors or omissions.

Article 12 Complaints

1. Despite the efforts of the owner, you may feel that you have a legitimate complaint regarding the temporary rented holiday. To maintain your possible claims for (partial) refund, you should you always contact the owner to provide him the opportunity to find an appropriate solution for the complaint. An early departure or the lease of a holiday other than offered by us, frees us from any obligation to refund.
2. If defects are present or a complaint can not be resolved with the administrator, contact the owner as soon as possible. He will endeavor, insofar as this is possible within the scope of the complaint, to resolve the complaint as soon as possible to the satisfaction of the tenant.
3. If the complaint can not be solved satisfactorily, it has to be submitted to the owner in writing and reasoned.
4. All disputes between landlord and tenant are governed by Dutch law.