

**CONCEPTS:** In these general conditions it is understood under: BONVACANCES: BONVACANCES Jan Paalman B.V., its subsidiary or affiliated company, at any rate allied company to BONVACANCES Netherlands.

*(Main) Tenant:* A (natural) person, one who rents or wishes to rent a Holiday house from the BONVACANCES offer. *Co-tenant:* Person who stays together with the (Main) tenant in the holiday house. *Manager:* Person who performs management tasks on behalf of the owner of the holiday house. *Consumer:* A natural person who rents a holiday house and does not act in the exercise of its profession or company. *Third:* Every other (right) person, are not BONVACANCES or Tenant. *Owner:* The legal owner of a holiday house (or the beneficial representative), who has offered the holiday house to BONVACANCES for renting. *Offer:* An offer intended as in the Civil Code. *Cancellation:* Revoking or dissolving the booking within the granted terms for that purpose. *Consideration period:* The period in which the consumer can cancel a booking at BONVACANCES at no cost. *Booking:* A reservation of a holiday house accepted by BONVACANCES. *Dissolution:* In a legal manner "Dissolving" of the rent agreement due to obligations not being met from the rent agreement. *Holiday House:* For example a house or castle offered to be rented by BONVACANCES as holiday accommodation. *Residence:* The actual use of a holiday accommodation. *Residence ticket:* Voucher.

### **1. Relevant General Conditions**

1.1 These general conditions apply to all offers and tenders of, agreements with, supplies and services of BONVACANCES. Derogatory stipulating, appointments or regulations apply only if and insofar these have been confirmed by BONVACANCES in writing. Verbal appointments and/or promises of employees of BONVACANCES are exclusively valid if the authorized employees of BONVACANCES have confirmed them in writing. These general conditions apply exclusively on legal perspective between BONVACANCES and consumers and not on legal perspective between BONVACANCES and companies, respectively persons who act in the exercise of their profession.

### **2. Offers, Prices and tariffs**

2.1 Offers of BONVACANCES are not binding and occur subject to interim changes. 2.2 All indications in the brochure, and on the website of BONVACANCES is esteemed to be supplied in good faith and still occur with a proviso of interim adjustments. BONVACANCES is clearly not bound to errors and omissions in its catalogues and website! BONVACANCES carries no responsibility for general information in the catalogue or the website and the information drawn up there which has been established under the responsibility of a third. The Tenant declares to have taken cognisance of the circumscription of the holiday house through BONVACANCES in the catalogue" or the website and no further circumscriptions are desired. 2.3 Prices remain inclusive VAT and the costs of an accident insurance but exclude costs of a cancellation and travel insurance and contingent costs. Particular additional costs like energy costs, cleaning costs and local due to and because of the authorities determined compensations are reported separately! Prices are based on cost price defining factors (such as price index rates, currency and interest rates etc.). BONVACANCES is authorized to conduct in the case of an adjustment of these price-defining factors, a proportional adjustment of the handled prices and tariffs. The current applied prices and tariffs are exclusively mentioned on the website of BONVACANCES. Mentioning of prices and tariffs occur under reservation of obvious errors and omissions!

### **3. Realization and contents agreement**

3.1 An agreement between BONVACANCES and the Tenant is brought about by confirmation of a telephonic, written or electronic (internet/e-mail) booking of a holiday house from the actual offer from BONVACANCES. 3.2 After booking, the tenant receives a confirmation of the booking/rental agreement, which serves as proof of the agreement. *(Please keep these details safe!)* 3.3 The booking confirmation and rental agreement is send by BONVACANCES, which contains all relevant details for the stay in the booked holiday house. In the interest of a good booking and the prevention of misunderstandings, after receiving the booking confirmations or rent agreement, the Tenant is required to thoroughly check the booked details and report incompleteness or inaccuracies within 7 days to BONVACANCES after receipt of the booking confirmation. If a similar mention is outside the constituted terms, then the Tenant is

not entitled to invoke the incompleteness or inaccuracy of the booking confirmation/rent agreement. 3.4 BONVACANCES still have the right to withdraw a booking without reason.

### **4. Cancellations**

4.1 The tenant is entitled to cancel a booking, in writing, without costs within a given time of 7 days,

unless the stay in the holiday house elapse within 1 calendar month after the booking. The date of the postage stamp or the date of the concerning e-mail message is reported determinative for the answer of the question if the cancellation occurs swiftly. On expiry of the period mentioned in 4.1, the Tenant is only entitled to written cancellation against settlement of the next cancellation costs: a. when cancelling up to the 42nd day before commencement of the first residing day: 30% of the rent amount; b. when cancelling from the 42nd day to the 28th day before commencement of the first residing day: 60% of the rent amount; c. when cancelling from the 28th day to the first residing day: 90% of the rent amount; d. when cancelling on the first residing day or later: the full rent amount 4.3 Cancellation of a booking through the (Head) Tenant is also considered an annulment at the expense of co-tenants. 4.4 The Tenant can insure himself against annulment for the stay period at a known insurer with BONVACANCES.

## **5. Payment**

5.1 Payment of the full rent sum (including VAT, insurance costs and other explicit reported additional costs) must be settled, at the utmost six weeks before the first day of the stay in the booked holiday house. Payment settlement in two terms: a. 30% of the rent sum must occur within 7 days after booking; b. 70% of the rent sum must be settled at the latest 6 weeks before the first day of stay. 5.2 Contrary to the specifics in 5.1. Payments of late bookings (i.e. bookings within six weeks before the first day of stay) need to take place in full within 3 days after booking. BONVACANCES is entitled in the case of late bookings to request exclusive cash payment or by means of a credit card. 5.3 Payment can only take place by means of a credit card or by means of cash. 5.4 BONVACANCES is not responsible for sending or reminding the Tenants about the expiry of a payment term or account summaries, unless otherwise stipulated in the agreement. 5.5 The Tenant never has the right to suspend the payment. After the expiry of the payment terms, the tenant is omitted. The Tenant can raise the omission by paying the full rent money to BONVACANCES within 3 days after entering the omission. 5.6 By not- or not paying on time then there will be all kinds of legal process- and execution costs as well as extra judicial collecting-charges for accounts from the Tenant. The extra judicial collecting-charges amounts to at least 15% of the invoice amount with a minimum of Euro 100,- 5.7 BONVACANCES has the continuous right to request the security of payment before as well as after the completion of the rent agreement. The same applies under suspension of the execution of the rental agreement until the security stands; if the right of BONVACANCES is not applied to, BONVACANCES still has the right of claims based on damage and/or complete or partial cancellation, without judicial intermediary and without claiming for any indemnification from BONVACANCES.

## **6. Deposit**

6.1 The Tenant needs to pay a deposit for the stay in the holiday house on the spot, failing in non-payment thereof the rental on the commencing date will be considered as dissolved! 6.2 The deposit needs to be received on arrival at the accommodation address to the Owner or the Manager of the holiday house, unless the rental agreement is stipulated differently on the residence ticket (voucher). After the end of stay in the holiday house the additional costs such as contingent service and cleaning costs are settled and observed damages or loss of things present in or to the holiday house is settled with the deposit and the remainder of the deposit is repaid to the Tenant. For the repayment of the deposit, the Tenant needs to provide the owner or the manager with his/her full address and bank account details (account number and IBAN and BIC code).

## **7. Tenant Laws and Obligations at the place of the holiday house**

7.1 With regard to the current situation, the local right of application beside these conditions and the rental agreement still applies. These conditions and rental agreement prevail in so far that the law has not stipulated otherwise. 7.2 On arrival at the holiday house, The Tenant need to collect the keys from the holiday house between 16.00 and 18.00 from the Owner or Manager, unless otherwise stipulated in the rental agreement or the residence ticket (voucher). On an arrival outside the mentioned time, then the Tenant need to make an appointment directly with

the owner. 7.3 Unless otherwise stipulated in the rental agreement or the residence ticket (voucher) the Tenant is required to vacate the holiday house at the time stipulated on the rental agreement. BONVACANCES is not responsible for the consequences of late departure than the stipulated time! 7.4 On departure later than the stipulated time on the residence ticket (voucher), the Tenant is required to pay an additional amount per day. 7.5 It is important that the Tenant conducts him/herself as a good Tenant and use the holiday house in accordance to the user instructions given by BONVACANCES or owner/manager. 7.6 The Tenant and his/her co-tenants are lawfully responsible for any damages to or in the holiday house. In such a case, any damages need to be reported by the Tenant directly to the Owner. Reparation or replacement costs needs to refund immediately by the Tenant directly to the Owner/Manager on duty. 7.7 On departure, the Tenant need to leave the holiday house in a descent state – meaning: leave the house cleanly swept. The things present inside the holiday house needs to replace in its original place (as on arrival). Dinner sets needs to be washed and packed away at its original place. The Owner/Manager will observe whether (several) things have not been placed in its original place or if the holiday house has been cleanly swept, if not, the Owner/Manager is entitled to

charge the Tenant extra (cleaning) costs. 7.8 The Tenant need to use linen on the beds and is not allowed to use the beds without sheets.

## **8. Termination of the rental agreement**

BONVACANCES is authorized to cancel the rental agreement with immediate effect: a. if, in case of notice of default, and neglect of the fulfilment of important issues, which have to be applied to, stated in the rental agreement and/or these conditions. In case the Tenant has been summoned to this, not acting as a good tenant, in particular if the Tenant, in spite of warnings from the owner or the manager, caused serious hindrance to his/her accommodation surroundings.

## **9.Complaints**

9.1 Each holiday house is carefully selected and inspected by BONVACANCES. BONVACANCES stands in for the precision of the holiday house, with the understanding that a variation of 30% of the applied living-, garden surface and distances are esteemed as acceptable. The description and impression of the holiday house and the direct surrounding, which falls under provisions, furnishing, facilities and recreation possibilities can in their nature or due to interim changes or season influences differ from the description in the catalogues, the At Home in holiday Homes and the website of BONVACANCES. Employees of BONVACANCES supply if required modified information to the point, which has been given to the knowledge of BONVACANCES. The information in question is esteemed personal and to be subjective. 9.2 The Tenant is still entitled to submit his/her grievances by means of a complaint to BONVACANCES. BONVACANCES needs to handle a complaint adequately and with capable speed, thus handling the complaint with criterion of reasonableness and fairness. 9.3 The Tenant serves a complaint, originating on arrival at the holiday address or during the stay, at the latest within 24 hours to be reported to the Owner/Manager. The Owner/Manager will endeavour to solve the complaint immediately on the spot. In case the established complaint cannot be solved on the spot by the Owner/Manager, then the Tenant need to report the complaint within 48 hours after the observation telephonically to BONVACANCES still providing BONVACANCES the possibility to solve the problem on the spot. The complaint can be reported telephonically during office hours, on the telephone number of BONVACANCES. Outside office hours then so called S.O.S. – telephone number on the residence ticket (voucher) can be called. 9.4 In case a complaint after consultation with the owner/manager and BONVACANCES cannot be solved on the spot to the satisfaction of the Tenant, the Tenant need to request a multilingual complaints form from the Owner/Manager and complete it within 30 days after departure from the accommodation and send to BONVACANCES. Failing in doing so, the complaint will not be attended to. BONVACANCES will handle the complaint within 30days after receipt and in case the complaint seems to be justly, an appropriate resolution will be searched for, corresponding the seriousness of the complaint. 9.5 The Tenant can within 3 months after the complaint have been submitted to BONVACANCES. Before making use of the possibility, the tenant needs to give BONVACANCES the possibility to handle the complaint personally. There are costs relating to submitting a dispute to the Dispute Commission Home shop, which is carried by the one submitting the dispute to the Dispute Commission Home Shop. The Dispute Commission Home shop decides by means of a binding recommendation. BONVACANCES will send the information regarding the procedures of the Dispute Commission Home shop on first request to the Tenant. 9.6 The Tenant is authorized to take up a complaint within 1 year after sending the statement, which has been pending at the Dispute Commissions Home shop and which is decided by the Dispute Commission. In case the complaint is not resolved in the opinion of the Tenant, it can be taken up with a judge for that purpose. The Tenant relinquish from any right of indemnification or alternative compensation in case he/she does not bring up the complaint in the first place at the Dispute Commissions Home shop.

## **10. Circumstances beyond our control: act of God clause: disasters/ force majeure**

10.1. In the case of "circumstances beyond our control", both of a permanent and temporary nature, BONVACANCES is authorized to annul the agreement completely or partially or to suspend it temporary without the TENANT having to claim on performance and/or indemnification. The following can be understood under "circumstances beyond our control " but not exclusively: danger of war, revolt, war risk, strikes, boycotts, traffic interference or transport, measures of the authorities, scarcity of raw materials, natural calamities, and further other circumstances, extraordinary weather conditions, death of the owner, divorce of the owner, unannounced sale and/or occupation of the holiday house by the owner in which complete or partial compliance with the agreement cannot be demanded to reasonableness and fairness from BONVACANCES. 10.2 If "circumstances beyond our control " appears while the Tenant only can make partial use of he holiday house, the rental agreement need to be regarded unbinding for the already utilized time.

## **11. Liability**

11.1 BONVACANCES cannot be kept liable for the damage caused in the holiday house by the Tenant or third party; the tenant will secure BONVACANCES from these related liabilities. In particular BONVACANCES is not responsible for interferences in and around the holiday house as but not excluding, interruptions and failure of current- and water supplies and technical installation, not or

untimely announced building activities and changes to entrances – or main roads. 11.2 BONVACANCES can only be kept responsible for damage, which is owing to the gross fault of the irresponsibility of BONVACANCES. 11.3 Without prejudice to the former related issues, the liabilities of BONVACANCES in case and so far any party related to the rental agreement can keep BONVACANCES responsible in a judicial manner. Continuously limited to direct damage and in every form of consequent damage excluded. The liability of BONVACANCES is still limited to the maximum amount that the insurer will pay to BONVACANCES in the appearing cases.

## **12 .Privacy**

BONVACANCES will still handle all its information or known personal details corresponding the conditions of the Personal data Law Protection. In case it appears BONVACANCES will inform the College Protection Personal details.

## **13. Final Payment**

13.1 As far as is known, nothing else is stipulated by means of rules of international private law, excluding the Netherlands right of application. 13.2 All disputes resulting from the rental agreement or these conditions will be settled in first construction by the authorized judge in the Netherlands, as far as the private international rules do not stipulate differently. 13.3 None of the parties can carry its rights and responsibilities to a third, as far as is known in the present case nothing else is stated. 13.4 In case and as far as is known sole stipulation in the rental agreement and the present conditions could appear null and void, the remaining conditions in position remain and the insignificant article in this way is esteemed to have been converted thus that it is brought in conformity with the obvious intentions of parties.

**BONVACANCES**