General Rental Conditions for Holiday Accommodations

1. Applicability These rental conditions apply to all rental agreements of AT Verhuur Callantsoog.
2. Rental Agreement 2.1 All agreements concern a rental agreement that, by its nature, is of short duration, namely intended for the temporary use of the property as a holiday home. The rental agreement applies exclusively to the periods indicated in this agreement. There is no right to rental protection, and the tenant is obliged to vacate the rented property after the agreed term has expired. 2.2 The landlord and the tenant hereby acknowledge that they have entered into this rental agreement with the intention of the tenant using the rented property as a holiday accommodation for the period specified in 2.1 above.
3. Rights and Obligations of the Landlord 3.1 The landlord undertakes to deliver the rented property in a clean and good condition to the tenant at the agreed time. 3.2 The landlord is not liable for damage occurring to the person or property of the tenant or third parties, except when such damage occurs solely as a result of the condition of the rented property, to the extent that the landlord is personally grossly negligent or personally seriously negligent. The tenant indemnifies the landlord against all claims from third parties for which the landlord would not (or should not) be liable as stipulated.
4. Rights and Obligations of the Tenant 4.1 The tenant declares to be fully acquainted with the location, layout, and condition of maintenance of the rented property. 4.2 The tenant may not sublet or allow others to use the rented property, nor accommodate more persons than agreed upon in this contract, unless with the written consent of the landlord. In case of exceeding the specified maximum number of persons without the landlord's consent, the rental agreement is immediately terminated. 4.3 The tenant will use the rented property as a good householder, keeping it neat and clean, and is liable for any damage to the rented property, including damage and/or loss of (part of) the inventory, caused during the rental period, unless the tenant can prove that the damage cannot be attributed to him, his family members, or guests. 4.4 Pets are not allowed. 4.5 The tenant may only use the rented property as a holiday residence and is expressly prohibited from conducting any profession or business therein. 4.6 The tenant is prohibited from using in the rental property any appliances for cooking or washing purposes other than those provided or installed by the landlord. 4.7 The tenant may use, unless otherwise agreed, the available bed linen and towels, which are for use exclusively within the holiday home. 4.8 The tenant is prohibited from causing noise disturbances by playing music or making noise.
5. Payment 5.1 The rental agreement is concluded under the condition that the tenant has not paid the rental amount to the landlord within the period specified in the rental agreement. For bookings within eight weeks before the start of the stay, the full rental amount must be paid in one installment.
6. General Provisions 6.1 The provision of the rental property to the tenant is done by handing over the house keys after the full rental amount has been paid to the landlord. 6.2 Any complaints regarding the rented property must be reported to the landlord at the beginning of the rental period to allow the landlord to resolve the issue as soon as possible. The tenant is obligated to take steps that may be required of him to limit possible damage. Leaving the property without informing the landlord of the complaint results in the loss of all rights to compensation or reimbursement. 6.3 The use of gas, electricity, water, and heating is included in the rental price, unless a contribution to these costs has been determined by the landlord before the conclusion of this rental agreement. 6.4 The landlord is not liable for theft, damage, and injury and/or accidents related to persons or property caused during or as a result of the stay in the rental accommodation, unless this is due to his intent or gross negligence, nor for the disabling or malfunctioning of technical equipment and the failure or closure of facilities.
7. Cancellation 7.1 In case of cancellation by the tenant, the following amounts are owed to the landlord: a. In case of cancellation up to 42 days before the day of arrival: 30% of the travel amount; b. In case of cancellation from the 42nd day (inclusive) up to the 28th day before the day of arrival: 60% of the travel amount; c. In case of cancellation from the 28th day (inclusive) up to the day of arrival: 90% of the travel amount; d. In case of cancellation on the day of arrival or later: the full travel amount. Booking fees and cancellation insurance premiums are non-refundable. 7.2 Cancellation must always be made in writing to the landlord's address.
8. Choice of Forum and Disputes 8.1 The Dutch version of the agreement prevails at all times over versions translated into other languages. 8.2 Dutch law applies to this agreement. The Dutch court has exclusive jurisdiction to hear all disputes between landlord and tenant, directly or indirectly arising from this agreement.