

General Terms & Conditions – Villa Arbolada

Article 1. Liability

Lessor cannot be held responsible for any disruption, modification or prevention of the stay of the customer, if this is the result of unforeseen or insurmountable events. Landlord cannot be held responsible for inconveniences caused by the work of third parties, such as municipality, province, etc. Nor can Landlord be held responsible for interruption of gas, water or electricity, both inside and outside the house. In the event of unforeseen repair work, the tenant cannot hold the landlord liable for any inconvenience. The landlord undertakes to repair the unforeseen damage to the property to the tenant as soon as possible.

Landlord declines any responsibility for loss, theft or damage to luggage, personal belongings or vehicle, and for costs, resulting from not reaching the holiday home or apartment on time as a result of delay.

The main tenant is liable for the entire group of co-tenants. The tenants are liable for all damage caused by them to the property and inventory (including the existing bicycles). This also includes damage caused by visitors. The tenant is obliged to report any damage directly to the landlord. The tenant will inhabit the rented property as a "good family man". It is not permitted to occupy the immovable property with persons other than those mentioned in the rental contract.

Article 2. Reservations and price.

A reservation is valid from the moment that the Landlord has received the required down payment. The payment of this means that the tenant has taken note of and agrees with the general rental conditions and the description of the property.

Article 3. Payment of the rent.

40% of the rent must be paid for each reservation. This deposit must be received by the Landlord within 13 days of the invoice date.

The remainder must be received by the Landlord at least 6 weeks before the start of the stay in the holiday home. If this payment has not been made in time, the tenant will receive a message with the request to pay the remainder within 5 working days. If no timely payment is made on this request, this will be regarded as a cancellation of the house by the tenant and the cancellation conditions of article 4 will apply. The Landlord then has the right to resell the holiday home in question for rent.

If the reservation takes place less than 6 weeks before the start of the rental period, payment of the full rental price must be made by return.

After receipt of the remainder of the rent, the travel documents are sent to the tenant immediately. This concerns all necessary information regarding directions, address and name of the person who arranges the reception.

Article 4. Cancellation by the tenant.

Tenant is advised to take out cancellation insurance. Any cancellation must be reported to the Landlord in writing or by email. The cancellation is only definitive after the Landlord has sent a confirmation of receipt. Landlord charges the following amounts, depending on the date of cancellation by the tenant:

- cancellation more than 3 months before the start of the rental period: 10 euros.
- cancellation between the 90th and the 60th day before the start of the rental period: 25% of the rent.
- cancellation between the 60th and the 42nd day before the start of the rental period: 40% of the rent.
- cancellation less than 42 days before the start of the rental period: 100% of the rent.

If the tenant does not use the holiday home or leaves it before the end of the rental period, no refund will take place.

Article 5. Cancellation by the Landlord.

If due to unforeseen circumstances Landlord has to cancel a lease, the tenant will be immediately informed and refunds will be made.

Article 6. Complaints and disputes.

If the tenant refuses to take possession of the holiday home, because the state of the house does not correspond with what he can reasonably expect, then he must immediately contact the landlord. If it is not possible to reach an agreement, he must have the complaint verified by an expert, a bailiff or a notary, in order to obtain an objective opinion. Complaints will only be handled if they are reported by telephone within 48 hours of taking possession of the holiday home and will be followed by a registered letter. The same rule applies if there is something serious during the stay in the holiday home.

The current contract has been drawn up and must be interpreted in accordance with Dutch law. Any disputes that might arise from this contract fall under the exclusive jurisdiction of the Dutch cantonal court.

Article 7. Description.

All loose-leaf information or information on the Internet site of the Landlord regarding the holiday home, the layout, the furniture or the relevant facilities has been provided in good faith. If a change takes place between the time of reservation and the start of the rental period, the Landlord will inform the lessee about this, but the Landlord can not be held responsible for this.

If, in spite of everything, the information concerning the holiday home, the layout, the furniture, the maximum number of occupants or the relevant facilities turns out to be incorrect, the tenant must inform the Landlord immediately, so that it can do something about it. to recover. All information concerning tourism and sports activities is provided by third parties and is not the responsibility of the Landlord.

Article 8. Arrival and departure.

The arrival in a holiday home normally takes place after 15:00, unless otherwise agreed. The holiday home must be vacated by 11:00 on the day of departure.

Article 9. Use of the bicycles

The Landlord can make a maximum of four bicycles available to the Renter, these are only for use on paved roads. No extra costs are charged for the use of these bicycles, and there is no right to compensation if the bicycles are in an unusable condition. If during the use of the tenants costs arise for necessary repairs, these will be settled with the deposit.

If one or more bikes have been left in defective condition by previous users, this must be reported to the Landlord as soon as possible. In Spain it is mandatory to use a bicycle helmet outside the urbanized area.

Article 10. Pets.

It is not allowed to bring a pet into the villa, unless it is a medically necessary assistance dog.

Article 11. Smoking and open fire

Smoking is not permitted in and around the house. Also making open fire, for example for a barbecue, is not allowed. Barbecuing is allowed with the gas barbecue present.

Article 12. Guarantee.

Tenant pays a deposit of € 300, - in advance. This will be refunded within 14 days after the end of the rental period, possibly after deduction of extra costs for electricity consumption (only in the months of Nov-Feb) and repair of damage to the house ascertained afterwards.

Article 13. Cleaning.

The house should be found clean and tidy. If this is not the case, this must immediately be reported by the Lessee to the person who arranges the reception so that he can correct it. In addition, the tenant must report this to the Landlord within 24 hours. Upon departure, the tenant must leave the house clean. Waste must be deposited in the designated containers (downstairs at the entrance to the district). Landlord appreciates it if any comments and comments are passed on to him.