

Rental Terms and Conditions

Casa del Tulipano holiday apartments

Introduction:

In these terms and conditions, the following terms shall have the following meanings:

- a. **Casa del Tulipano:** Roméo van Kampen, Ambachtshof 5, 2632 BB Nootdorp (NL), (“Homeowner”).
- b. **Guest:** any person (m/f) who rents the holiday apartment in his/her name (“Guest”)

Casa del Tulipano rents out holiday apartments for **recreational purposes only**.

Article 1: Booking and payment

1.1. Request for bookings of a Casa del Tulipano holiday apartment will occur exclusively via the Casa del Tulipano website. The booking will be confirmed by the Homeowner via e-mail.

1.2. After the provisional booking, the invoice (which acts as confirmation), will be sent to the Guest by the Homeowner via e-mail.

1.3. The down payment, consisting of 25% of the rent, is due within 10 days after the invoice date per wire transfer. This is also your booking order. After receipt of the 25% deposit, the booking will be considered final. Receipt of the down payment will be confirmed to the Guest by the Homeowner via e-mail. This confirmation also contains all information, such as the exact address of the holiday apartment, contractual details and any other information regarding check-in and checkout times. The remainder must be paid and received onto our account at least 8 weeks prior to arrival. For bookings made within 1 month prior to the start of the rental period, the total invoice must be paid within 7 days after the invoice date.

1.4. In the event of late payment, the Homeowner is entitled to cancel the rental agreement immediately. Late payments are considered cancellations and the regulation pursuant to article 3 regarding annulation costs applies.

Article 2: Rates and deposit

2.1. Rates depend on the season. Rates during winter are inclusive of energy costs (gas, water and electricity). During winter, people use more gas than during shoulder and summer seasons, which is why the rates during winter are higher than during the shoulder season. The rent in all seasons is inclusive of tourist tax and excluding costs for renting our towel package (if applicable), deposit and cleaning fee.

2.2. Guest is due a deposit of € 150, - per holiday apartment.

2.3. This deposit will - if necessary - be used by the Homeowner to compensate any damage that may have been caused. See 8.2 of these conditions for more information.

2.4. The deposit will be refunded – in part or in full after payment of any damages – to the bank account of the Guest via wire transfer within 10 days after checkout.

2.5. Linen is available (limited to 1 set per person, per week) and includes a duvet cover, fitted sheet and pillowcase. A set of kitchen and tea towels is also available. Optional: a set of towels is available for hire, consisting of a beach towel, standard towel and guest towel for €5, - per week per person.

Article 3: Cancellations

3.1. Cancellation costs are equal to the 25% down payment that was paid pursuant to paragraph 1.3, provided that the cancellation was announced more than 1 month prior to the day of arrival.

3.2. Cancellation costs for cancellations made less than 1 month prior to arrival amount to the total rent as stated in the rental agreement, excluding tourist tax, deposit and cleaning fees.

3.3. All cancellations or changes must be made known via e-mail to the Homeowner and will only come into effect after confirmation by the Homeowner via e-mail. Cancellations or changes via phone or in any other way will not be accepted.

3.4. Guest is encouraged by the Homeowner to purchase travel insurance that reimburses cancellation costs.

Article 4: Maximum occupancy

4.1. The maximum number of guests allowed to stay overnight in the holiday apartment is limited to 6 people and cannot be exceeded at any time. Due to obligations prescribed by the government, the names and dates of birth of all the guests included in the booking must be sent by e-mail to the Homeowner at least 4 weeks prior to the start of the rental period. In the event that the Homeowner establishes that the Guest acts contrary to the provisions in this article, the Homeowner is entitled to immediately evict the rented accommodation and the rental agreement will be automatically dissolved and any paid rent will not be refunded, the aforementioned subject to the right of the Homeowner to claim damages in such cases.

Article 5: Dogs allowed

5.1. If the Guest wishes to bring a dog, he/she must notify the Homeowner at the time of booking.

5.2. Guest is obligated to leave the apartment at checkout free of any (dog) hair.

5.3. Guest is liable for any damages caused by the dog, even if this damage was

established after your checkout time.

Article 6:

6.1. Please report any complaints at the start of the rental agreement regarding the neatness of the holiday apartment immediately to the Homeowner, so that any faults can be rectified by mutual agreement. Financial compensation for complaints made afterwards is expressly excluded.

Article 7: Check-in and checkout times

7.1. Check-in starts at 14:00 (2PM). Checkout is at 10:00 (10AM). Guest must adhere to these times, unless agreed otherwise in advance. Due to the final inspection of the holiday apartment, the Guest is required to notify the Homeowner of the estimated checkout time at the latest one day prior to the day of departure.

7.2. On the day of checkout, the apartment must be clean and tidy and any rubbish should be cleaned up. The dumpsters/garbage containers for glass, paper, plastic and remaining rubbish are located nearby Casa del Tulipano. Information can be found in the information brochure.

7.3. Early checkout – regardless of the cause or reason – will not result in a refund of paid rent and cleaning fee.

7.4. Inspection of the apartment will take place before checkout. The Homeowner will agree on the time of the inspection with the Guest in advance.

Article 8: Obligations of Guest

8.1. The apartment must be used by the Guest with the required care and taking into account the tranquillity, neighbours and the environment. If the Guest and/or other members of the rental party do not behave as 'good' Guests or their behaviour creates a serious nuisance or inconvenience to their surroundings, the Guest (and anyone in the rental party) may be denied further access to the apartment and the rental agreement may be considered automatically terminated without being entitled to a refund of the rent.

8.2. In the unlikely event that the Guest causes any damage to the rented apartment and/or inventory, he/she should report this to the Homeowner immediately via e-mail. The resulting expenses for repair and replacement are due immediately. The main Guest is liable for any damages caused by him/her, anyone in their rental party and any visitors, even if this damage was established after your departure. If the damages caused loss of revenue, this will also be recovered from the Guest.

8.3. The apartment must be clean at checkout. The beds should be stripped of their bedding. Crockery with accessories must be stored away and the dishwasher must be empty.

8.4. Smoking is strictly forbidden in the apartment building of Casa del Tulipano. This applies to the outdoor and indoor areas of the apartment as well as the common access area/staircase. If, however, it appears that the Guest has smoked within the accommodation, an additional cleaning crew will be hired to clean the house, the costs of which will be borne by the Guest.

8.5. Any items taken from the apartment by the Guest must be reported to the Homeowner immediately upon discovery. The purchase costs will be charged to the Guest with an additional 20% extra costs. Failure to report any items that were taken will result in the Homeowner reporting this to the police.

8.6. In case of emergencies, the Homeowner has the right to enter the apartment.

Article 9: Cancellations by Homeowner

9.1. Homeowner is entitled to cancel the agreement at all times due to grave circumstances, for example in the case of force majeure such as political unrest, war, nuclear disasters, natural disasters, general strikes, fire etc. In this case, the Guest is entitled to a refund of any paid rent.

Article 10: Liability

10.1. Bookings for groups or parties of people under the age of 25 are not accepted.

10.2. Homeowner is not liable for the loss or theft of personal properties and goods.

10.3. Homeowner is not liable for temporary loss or failures in and around the apartment of water and/or energy, internet connection, heating installation, nor for any changes in access routes, traffic routes, moves and/or closure of stores, companies etc. Homeowner will, within the best of his abilities, attempt to rectify any failures or breakdowns.

10.4. Homeowner is not liable whatsoever for noise pollution, for example due to construction work, road constructions, and other activities around the apartment.

10.5. Homeowner is never liable for damages, material or immaterial, suffered in or around the apartment building of Casa Tulipano.

10.6. The property in front of Casa Tulipano is private property, where Guest is allowed to park cars/motorbikes/bikes. Parking is entirely at the Guest's own risk. The Homeowner does not accept any liability whatsoever for theft and/or damages, caused by third parties or otherwise, to the car/motorbike/bike of the Guest(s). Around the back of Casa del Tulipano, below the building, there is a covered area where Guests can also park their motorbikes/bikes. The above-stated applies to this area as well. Parking is at the risk of the Guest and the Homeowner does not accept any liability whatsoever for theft and/or damages, caused by third parties or otherwise.

Article 11

11.1. Homeowner has done his/her utmost to ensure the apartments, their location, the environment and activities are described as accurately as possible on their website, however, without accepting any liability for its accuracy.

11.2. Homeowner reserves the right to change any published information, including rates, photos and descriptions at any time.

11.3. Homeowner reserves the right to change the Terms and Conditions whenever necessary.

11.4. Guests are expected to be aware of the content of these Terms and Conditions and agree to it. In any case, the Guest has expressly agreed with the content of these Terms and Conditions by booking.

Article 12: Applicable law

12.1. The rental agreement and any resulting obligations are governed by Dutch law and in case of any disputes, the court of The Hague shall be the competent court.