

Rental agreement with the lessor of the holiday home

1. Definitions

- 1.1. (Main) tenant: a natural person or legal person who concludes a chalet rental agreement with the lessor;
- 1.2. Co-tenant: the person staying in the holiday home with the (main) tenant;
- 1.3. Lessor: the natural or legal person hiring out the holiday home to the tenant;
- 1.4. This agreement: the rental agreement between the lessor and the (main) tenant;
- 1.5. The rental conditions: these rental conditions applied by the lessor;
- 1.6. ChaletsPlus: trading name of the limited company "YTJ Vakantiewoningen B.V.", which mediates in the conclusion of the rental agreement between the lessor and the tenant regarding the holiday homes and also acts as the lessor's authorized representative in the cases stated below;
- 1.7. The website: the website of ChaletsPlus with the Internet address www.chaletsplus.com

2. Applicability of the rental conditions

- 2.1 The rental conditions shall apply to this agreement and all offers, quotes, agreements with and services from the lessor unless the parties expressly agree otherwise.
- 2.2 The rental conditions shall if reasonably possible be handed to the (main) tenant before or on concluding this agreement. As far as the rental agreement is concluded via mediation by ChaletsPlus, ChaletsPlus shall submit the rental conditions to the tenant on the lessor's behalf.

3. Agreement

- 3.1 This agreement shall be concluded between the lessor and the tenant.
- 3.2 If this agreement is concluded via mediation by ChaletsPlus and via the website, this agreement shall be finalized following allocation of the booking order on the ChaletsPlus website. If this agreement is concluded by telephone via mediation by ChaletsPlus, this agreement shall be finalized at the point at which the tenant places the booking order by telephone with ChaletsPlus. ChaletsPlus shall confirm the booking via the website by e-mail within 24 hours of placing the booking order. ChaletsPlus shall confirm other bookings as soon as possible.
- 3.3 If the confirmation contains any errors, the tenant shall inform ChaletsPlus of this within two working days of the reservation.
- 3.4 ChaletsPlus shall be entitled to refuse a booking on the lessor's behalf based on (youngish) age and the size of a group of tenants. Additional conditions may also be stipulated in this case, such as payment of a guarantee.
- 3.5 The legal right of rescission (cooling off period) shall not apply to this agreement.

4. Cancellation

- 4.1. Choice of cancellation conditions
If and insofar as offered by ChaletsPlus during the booking process, the (main) tenant may, upon conclusion of the agreement, choose cancellation and payment conditions that differ from the standard conditions referred to in article 4.2. Upon conclusion of the agreement, the (main) tenant shall choose the application of:
 - a) the standard cancellation conditions referred to in article 4.2; or
 - b) one of the flexible cancellation conditions referred to in article 4.3.The flexible cancellation conditions shall only apply if the additional fee determined for this purpose has been paid.
- 4.2. The (main) tenant shall be entitled to cancel a rental agreement, in writing, under the following conditions:
 - a) If the cancellation is made within seven working days of booking, except if the stay in the holiday home commences within one month of booking.
 - b) From seven days before the start of the stay, under the following conditions:

- In case of a lockdown in the country in which the holiday home is located and the tenant is unable to reach or stay in the holiday home for that reason. The tenant does not have the right to cancel his reservation on this ground if a lockdown exists but there are significant exceptions to this lockdown for people willing to take precautionary measures in the field of public health, such as vaccination and cooperation with a test.

In all other cases the tenant is only entitled to cancel in writing against payment of the following cancellation costs:

- a) In the event of cancellation up to 42 days before arrival: 30% of the rent.
- b) In the event of cancellation up to 28 days before arrival: 60% of the rent.
- c) In the event of cancellation up to 14 days before arrival: 90% of the rent.
- d) In the event of cancellation within 14 days before arrival: 100% of the rent.

4.3. Flexible cancellation conditions

If the (main) tenant has opted for the flexible cancellation conditions in accordance with article 4.1(b) and has paid the additional fee due for this purpose, the following cancellation costs shall apply in deviation from article 4.2, depending on whether Flex30, Flex14 or Flex7 has been selected:

Flex30

- a) in the event of cancellation up to 30 days before arrival: free cancellation;
- b) in the event of cancellation up to 14 days before arrival: 90% of the rent;
- c) in the event of cancellation within 14 days before arrival: 100% of the rent.

Flex14

- a) in the event of cancellation up to 14 days before arrival: free cancellation;
- b) in the event of cancellation within 14 days before arrival: 100% of the rent.

Flex7

- a) in the event of cancellation up to 7 days before arrival: free cancellation;
- b) in the event of cancellation within 7 days before arrival: 100% of the rent.

- 4.4. Cancellation of a booking by the (main) tenant shall also be considered as cancellation for the co-tenants.
- 4.5. Cancellation effected on a Saturday or a Sunday or on a public holiday in the Netherlands shall be considered as having been made on the next working day in the Netherlands.
- 4.6. A request to cancel this agreement as provided for in article 4 shall be addressed to ChaletsPlus, which shall take care of the request on the lessor's behalf.
- 4.7. You can conclude cancellation insurance via ChaletsPlus. The costs are 6.7% of the total fee payable, including insurance tax, excluding €6 policy costs.

5. Rental sum and payment

- 5.1. The lessor has authorized ChaletsPlus to collect the rental sum on his or her behalf.
- 5.2. Unless otherwise agreed in writing, the rental sum shall:
 - be based on the rental price for the holiday home applicable at the time of the booking confirmation;
 - include all costs expressly stated on the website or in the booking confirmation as being included;
 - include value added tax (VAT);
 - exclude tourist tax;
 - exclude any security deposit and any additional costs for supplementary deliveries and services. Where such costs apply, they shall be specified during the booking process. Unless expressly stated otherwise, such costs shall be collected together with the rental sum by ChaletsPlus.
- 5.3. The (main) tenant shall pay 30 per cent of the rental sum by deposit or transfer into the bank account stated in the confirmation within eight (8) calendar days of the date of the confirmation referred to in article 3.2, unless the full rental sum is immediately due under this agreement or different payment terms have been agreed.
- 5.4. The remaining rental sum shall be paid no later than:
 - a) where no flexible cancellation option has been selected: six (6) weeks prior to the commencement date of the stay;

- b) where the Flex30 option has been selected: five (5) weeks prior to the commencement date of the stay;
 - c) where the Flex14 option has been selected: three (3) weeks prior to the commencement date of the stay;
 - d) where the Flex7 option has been selected: two (2) weeks prior to the commencement date of the stay..
- 5.5. If the booking is made after the applicable payment deadline referred to above has already expired, the full rental sum shall be paid within five (5) calendar days of the date of the booking confirmation, but in any event prior to the commencement of the stay.
- 5.6. If the booking is made within ten (10) calendar days prior to the commencement date of the stay, the full rental sum shall be paid by expedited bank transfer, so that it is credited to the bank account designated by ChaletsPlus no later than three (3) days prior to the commencement of the stay.
- 5.7. If the (main) tenant fails to pay any amount due within the applicable payment term, the (main) tenant shall be in default by operation of law without any further notice of default being required. From that moment, the (main) tenant shall be liable for statutory interest on the outstanding amount until the date of full payment.
- 5.8. If the full rental sum has not been received by the due date referred to in article 5.4, ChaletsPlus shall be entitled, on behalf of the lessor, to cancel the booking with immediate effect without first being required to send a payment reminder or any further notice to the (main) tenant. In such event, the (main) tenant shall be liable for the cancellation charges referred to in article 4.2 or, where the (main) tenant has selected Flex30, Flex14 or Flex7, the cancellation conditions applicable to the selected option.
- 5.9. All judicial and extrajudicial costs incurred in connection with the collection of outstanding amounts shall be borne by the (main) tenant. Extrajudicial collection costs shall be calculated in accordance with the applicable statutory provisions governing extrajudicial collection costs or, where the (main) tenant is acting in the course of a trade, profession or business, in accordance with the applicable legal regulations.

6. Pets

Pets are not allowed in the holiday homes. Exceptions are stated on the website for the respective home. Your pet may be refused if you take it with you and do not register it with ChaletsPlus. The tenant shall bear the resulting costs.

7. Parking

- 7.1. Parking in the various car parks shall only be permitted on the rented/corresponding places clearly indicated by name and number.
- 7.2. The lessor shall not be liable for damage sustained to your vehicle whilst in the car park.
- 7.3. Incorrectly parked vehicles shall be towed.

8. House rules (garbage, smoking, placing skis and boots, cleaning, etc.)

- 8.1. As far as house rules are applied in the home, these rules shall be adhered to without exception. You shall find a copy of the house rules in the home, the apartment or the holiday home.
- 8.2. Household refuse: You shall be responsible yourself for disposing of bottles, paper, etc.
- 8.3. You shall leave the kitchen (including the oven and the dishwasher, etc.) in a clean condition.
- 8.4. Smoking is not permitted in the homes.
- 8.5. Deep-frying with fat in and around the home is not permitted. Any damage resulting from this shall be claimed directly from the tenant and shall be payable on location.
- 8.6. Skis and ski boots shall be placed in the spaces provided.
- 8.7. Damage due to the lighting of candles shall be claimed directly from the tenant and shall be payable on location.
- 8.8. Lighting fireworks around the home is not permitted. Any damage resulting from this shall be claimed directly from the tenant and shall be payable on location.

- 8.9. The tenant shall not be liable for the malfunctioning of any Internet connection.
- 8.10. Electric vehicles may only be charged at an existing charging station. It is not allowed to charge the vehicle via a socket in the home.
- 8.11. Entering the (outdoor) pool is at your own risk.
- 8.12. Children who do not have a swimming certificate may only use the swimming facilities under the supervision of a parent or other responsible adult.
- 8.13. Children without a swimming certificate must wear a suitable flotation aid, such as a swimming ring.

9. Liability of the tenant(s)

The (main) tenant shall be liable towards the lessor for all loss and/or damage incurred by the lessor during the period in which the holiday home is rented as a result of the stay, irrespective of whether this damage was caused due to acts or omissions by the (main) tenant and/or co-tenants or by third parties whom they have allowed into the holiday home through their actions or any animal or item in their possession.

10. Use of the accommodation and unauthorised gatherings

- 10.1. The accommodation may only be used for the purpose for which it has been rented and by the number of people specified in the booking. The lessee is not permitted to hold group activities, events, meetings or other organised activities in or around the accommodation or in the communal areas belonging to the accommodation, including a car park or parking garage, without the prior written permission of ChaletsPlus and the lessor.
- 10.2. In particular, it is not permitted to organise or hold religious, philosophical, business or other group meetings without the prior written permission of ChaletsPlus and the lessor. If additional permission or a permit is required for such an activity under law or regulations, municipal rules or agreements with the owner/lessor of the accommodation, the lessee is responsible for obtaining it.
- 10.3. It is not permitted to organise a group activity or meeting by having several people make separate bookings if these bookings in fact relate to a single group or joint stay and the activities of this group should reasonably be considered a single group activity or meeting.
- 10.4. If the lessor determines that this article is being violated, ChaletsPlus and/or the lessor is entitled to order the lessee to cease the activity or meeting immediately. The lessee must comply with such an instruction immediately.
- 10.5. If the lessee does not immediately cease the violation after an instruction as referred to in paragraph 4, or in the event of a serious violation, nuisance, a safety risk or (imminent) damage to the accommodation or to third parties, the lessor is entitled to terminate the rental agreement with immediate effect and to deny the lessee and other persons present further access to the accommodation.
- 10.6. Insofar as the termination of the rental agreement is the result of a violation of this article attributable to the lessee, there is no right to a refund of amounts already paid, to the extent that this is reasonable and justified in view of the circumstances of the case.
- 10.7. The lessee is fully liable for all damage caused to the accommodation, its contents, communal areas or the property of third parties as a result of a violation of this article. This also includes the reasonable costs of extra cleaning, repair and removal of items left behind. If the lessor is held liable by a third party, including a government body, or incurs costs as a result of the violation, these costs will also be borne by the lessee, insofar as they can be attributed to the lessee.
- 10.8. The lessee is responsible for the conduct of all persons staying in the accommodation or visiting the accommodation or its associated areas with them in connection with the booking.
- 10.9. If the lessee wishes to obtain prior permission for a group activity or meeting, they must report this activity fully and truthfully to ChaletsPlus and the lessor prior to the booking or the activity. The lessor may attach conditions to such consent or withhold consent.

11. Complaints and liability

- 11.1. The tenant shall report to the manager and to ChaletsPlus any defects to the holiday home that he notes without delay and within 24 hours.
- 11.2. The lessor shall be obliged to rectify the defect if the defect is due to a quality or state of the holiday home not attributed to the tenant as a result of which the holiday home does not allow the tenant the enjoyment that he should be able to expect based on this agreement. The tenant shall always give the lessor the opportunity to rectify any defects.
- 11.3. If the tenant believes that the lessor has not solved the complaint adequately, ChaletsPlus shall in a situation as stated in article 10, paragraph 2, contact the lessor and mediate between the tenant and the lessor in order to achieve a solution. ChaletsPlus may also reach a financial agreement with the tenant on behalf of the lessor. That stated in this paragraph of this article is expressly a best effort obligation on the part of ChaletsPlus.
- 11.4. If the complaint cannot be solved amicably, ChaletsPlus shall, as far as not already done, at the tenant's request, submit to him the details he has on the lessor in order to enable the tenant to introduce a possible demand against the lessor.
- 11.5. The lessor is only liable for direct loss or damage. Furthermore, liability is limited to the amount paid out by the lessor's insurer, plus any excess, except in the case of wilful misconduct or wilful negligence on the part of the lessor.
- 11.6. Notwithstanding the foregoing, the lessor is not liable if the lessee is able to recover the cost of any loss or damage under an insurance policy, such as a travel insurance or a cancellation policy.
- 11.7. In the event that the lessor is not insured or the insurer does not pay out, the lessor's liability is limited to a maximum of three times the travel costs, unless there is malicious intent or gross negligence on the part of the lessor.

12. Dissolution of the agreement

- 12.1. The lessor shall be entitled to dissolve the agreement in writing or by e-mail and to demand the immediate vacation of the holiday home if the tenant fails seriously in fulfilling his duty of care of the holiday home, if he is accommodating more or other persons and/or animals in the holiday home than permitted under this agreement or if he damages the holiday home, if he creates a nuisance or otherwise fails in his duty as a good tenant. The tenant shall in such case not be entitled to a refund of (part of) the rental sum and shall be obliged to reimburse the lessor for the loss suffered as a result of the tenant's actions or omissions.
- 12.2. The lessor shall be entitled to dissolve the agreement if the lessor cannot deliver the holiday home due to circumstances that cannot be attributed to him. The tenant shall in such case however be refunded the rental sum paid but shall not be entitled to any compensation. The lessor shall in such case undertake every effort to offer the tenant as equal an alternative as possible for the same or another period.
- 12.3. The lessor may be represented by ChaletsPlus in exercising the rights and obligations based on article 12, paragraphs 1 and 2.

13. Final provisions

- 13.1. The tenant shall not be permitted to sublet the holiday home or to otherwise make it available for use by third parties.
- 13.2. If the lessor in any case does not refer to any clause of the general conditions or departs from these, this shall not mean that he shall not be entitled to refer to these general conditions in the future.
- 13.3. All offers, agreements and their carrying out to which these rental conditions refer in whole or in part shall be governed exclusively by Dutch law.