

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. 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:
 - if the authorities in the country of residence of the (main) tenant have issued a travel warning for the region in which the holiday home is located,
 - if the authorities in the country of residence of the (main) tenant have issued a travel warning for the ski-areas adjacent to the region in which the holiday home is located and the stay takes place in the period from December to April;
 - if the authorities in the country of residence of the (main) tenant have issued a travel warning for a region or country through which the (main) tenant has to pass in order to reach the holiday home within a reasonable period of time;
 - if it is certain that the (main) tenant will not be able to reach the holiday home because - without circumstances that are in the control of the tenant - he will not be allowed entry to the country or region in which the holiday home is located.

- 4.2. The tenant is entitled to a refund for the rental price of unused holiday days (excluding any additional costs) if he/she cancels their stay because they were unable to enjoy it due to:
 - a) The authorities in the country of residence of the (main) tenant have changed the official travel advice into a travel warning during the stay.
 - b) The government in the (main) tenant's country of residence has announced that it will change the current travel advice into a travel warning with effect from a date that falls in the tenancy period of the (main) tenant.
- 4.3. 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 case of cancellation up to 14 days before arrival: 90% of the rent.
 - d) In case of cancellation within 14 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, paragraphs 1 to 5 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 of a "doubly sure" cancellation insurance costs six per cent of the total fee payable excluding policy costs and insurance tax.

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 agreed otherwise, the rental sum shall:
 - be based on the rental price for the holiday home at the time of confirmation;
 - include value added tax;
 - include costs explicitly stated on the website when describing the holiday home;
 - exclude booking costs;
 - exclude tourist tax;
 - exclude the guarantee and any additional costs for supplementary deliveries and services including for example (final) cleaning costs, bedclothes and parking costs; these shall be collected on location unless agreed otherwise.
- 5.3. The (main) tenant shall pay 30 per cent of the rental sum by deposit or transfer into the bank or giro account stated on the confirmation within eight days as provided for in article 3, paragraph 2.
- 5.4. The remainder of the rental sum shall be paid to ChaletsPlus as stated in article 5, paragraph 3 no more than six weeks before the start of the rental period.
- 5.5. In case of bookings within six weeks prior to the start of the rental period, the full rental sum shall be transferred within five days of signing the confirmation as stated in article 5, paragraph 4.
- 5.6. In case of bookings within 10 calendar days prior to the start of the rental period, the full rental sum shall be transferred as a speed booking as stated in article 5, paragraph 4. The rental sum shall in any case be received in the bank or giro account stated in the confirmation within three days prior to the start of the rental period.
- 5.7. When exceeding the agreed payment deadline, the (main) tenant shall be in default from the date of expiry of the deadline without this requiring any further notice of default from ChaletsPlus. The tenant shall from that point on be liable for statutory interest.
- 5.8. As soon as the tenant is in default, ChaletsPlus shall be entitled to cancel this agreement on behalf of the lessor. The tenant shall in this case be liable to cancellation fees as stated in article 4, paragraph 2.
- 5.9. If the tenant does not pay after receiving a reminder, then out-of-court collection costs will be incurred. These will be charged at an additional 15% of the invoiced amount up to €2,500.00, a further 10% on the next €2,500.00, and a further 5% on the next €5,000, subject to a minimum of €40.00, or at least the minimum applicable under the Extrajudicial Collection Costs (Standards) Act.

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. Complaints and liability

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

- 10.5. 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.
- 10.6. 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.
- 10.7. 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.

11. Dissolution of the agreement

- 11.1. 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.
- 11.2. 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.
- 11.3. The lessor may be represented by ChaletsPlus in exercising the rights and obligations based on article 11, paragraphs 2 and 3.

12. Final provisions

- 12.1. The tenant shall not be permitted to sublet the holiday home or to otherwise make it available for use by third parties.
- 12.2. 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.
- 12.3. 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.