

## GENERAL TERMS AND CONDITIONS FOR GUESTS



Version 30. October 2023

These general terms and conditions, the booking confirmation and the payment confirmation (and the confirmation of stay) form the travel agreement (hereinafter: travel agreement) of the guest (hereinafter: guest and you) for the rental of an accommodation, including the interior, garden and all other facilities (hereinafter: accommodation) where Villa for You (hereinafter: Vfy and we) acts as provider of or agent for the accommodation.

**1. Website.** The descriptions and photos of accommodations on the website of Vfy have been compiled with care. It is possible that, due to circumstances, they no longer entirely correspond to the situation on site. For example, because the baker has recently moved, because the outdoor swimming pool is closed in winter or because there is a new dining table in the kitchen. You can only call us to account in case of major changes, with the exception of the answers under Frequently Asked Questions.

If it is obvious that we have made a mistake or error on our website, we are not bound by it.

**2. Recreational stay.** Our accommodations are intended for recreational use only. Only you and the other guests you specify at the time of booking have access to the accommodation with the confirmation of stay. It is not permitted to organise parties, events or meetings with other people.

Some accommodations are for families only. Therefore, groups of young people up to the age of 25 are not permitted here. If this is the case, it will be clearly stated on our website and in the travel agreement.

We will cancel any booking in violation of the above and you will be charged a cancellation fee and any (cleaning) costs.

**3. Option, request and booking.** For most accommodations, you can take an option for a short period of time without any obligation. When requesting a booking, the homeowner will first be asked for a confirmation before it can be converted into a booking. A booking directly leads to a reservation for your stay in the accommodation. A booking can be made for a maximum of three months per calendar year or longer/shorter if (local) legislation so provides. You must be 18 years of age or older to make a booking.

**4. Personal data.** For an option, request and/or booking we need personal data from you and the other guests. Our privacy policy specifies the data we process, for what purpose and the retention period. Should you or any of the other guests have any mental or physical impairments, we can only take this into account if you let us know in due time.

**5. Booking confirmation.** We will send you a booking confirmation if the option is converted into a booking, your request is confirmed, or you make a booking directly.

**6. Payment.** When making a booking, you must pay the renting price of the accommodation (hereinafter: renting price) and the premium for any travel or cancellation insurance in euros. If you pay in a different currency, any price difference due to the exchange rate and bank charges will be at your own expense.

If you book 56 days or less before the arrival date (last minute), you must pay the full renting price and the full premium of any travel and/or cancellation insurance immediately. Otherwise, you pay at least 35% of the renting price and the full premium of any travel or cancellation insurance in order to make a booking. If you have opted for a down payment, you must pay the remaining part of the renting price no later than 45 days before the arrival date.

Upon receipt of your (first) payment, we will send you a payment confirmation, which makes it a definitive booking. You cannot cancel a definitive booking free of charge.

**7. Late payment.** The date of payment is considered the date on which Vfy's bank account has been credited. You are immediately in default if the payment has not been credited to our bank account on time. If you have failed to pay on time, Vfy may terminate the travel agreement and you will be charged cancellation costs and any statutory collection costs and interest, which may be deducted from the down payment.

**8. Additional costs.** If there are additional costs for additional items or services, such as cleaning costs, bed linen, energy and tourist tax, and these have to be paid on site, they will not be included in the renting price and the travel agreement stipulates that they must be paid on site.

**9. Confirmation of stay.** Once you have paid the full renting price, you and the homeowner will receive a confirmation of your stay approximately 4 weeks prior to the arrival date, stating the details of the accommodation, the homeowner/caretaker and the guests, the length of stay and other information.

**10. Cancellation by Vfy.** We may have to cancel the definitive booking within one working day. In that case, we will inform you of the reason of cancellation and your (down) payment will be refunded within 14 days.

**11. Cancellation costs in the event of cancellation by the guest.** If you wish to cancel your definitive booking, we will charge you the following percentage of the renting price since we have already incurred certain costs:

- i. up to and including 45 days before the date of arrival: 35%
- ii. from 44 up to and including 29 days before the date of arrival: 60%
- iii. from 28 days up to and including 1 day before the date of arrival: 90%
- iv. on the date of arrival: 100%

The renting price does not include booking fees and the premium for any cancellation insurance, which are not refundable. If you have made a down payment on or have fully paid the renting price, we will settle the cancellation costs with this (down) payment.

We process the cancellation on a working day. This working day is decisive for calculating the cancellation costs. Our working days are Mondays to Fridays from 09:00 hours to 17:00 hours, with the exception of public holidays in the Netherlands. If we receive the cancellation after the end of a working day, the cancellation costs will be calculated on the next working day.

If you have booked an accommodation through one of our partners, this partner may apply its own cancellation policy. In this case, you will find the cancellation costs on the partner's website and/or in the travel agreement.

**12. Changes by Vfy.** Vfy may make minor changes to the travel agreement but will always inform you thereof in due time. In the case of major changes, we will ask you whether you will accept these or if you prefer to cancel the booking free of charge. The deadline for informing us of your choice is 24 hours if we notify you within 14 days prior to the arrival date and 48 hours in all other cases. If you have not communicated your decision within this period, the changes will be considered accepted. If you have chosen to cancel free of charge, Vfy will refund the renting price you have already paid within 14 days.

Unless you have paid the renting price in full, VFY may include any tax increases, such as tourist tax, in the renting price no later than 20 days prior to the arrival date.

**13. Changes by the guest.** If you wish to change the travel agreement, for example to a different arrival date or a different accommodation, VFY may charge a cancellation fee.

**14. Check-in and check-out.** Check-in is usually between 4pm and 6pm. If this is different for your stay, it will be stated in the travel agreement. The travel agreement also states the time at which you are expected to check out. If you check out too late, we will charge you for this.

**15. Instructions.** We expect you to follow our instructions and those of the homeowner/caretaker and to treat the owner/caretaker and the accommodation with respect. This means in any case that you (i) will not cause any (noise) nuisance and inconvenience; (ii) will use bed linen on the beds; (iii) will leave the accommodation as you found it upon check-in, wash the dishes, clean the floor and place rubbish at the designated place. If you fail to do so, we may terminate the travel agreement and/or charge any related (cleaning) costs. In that case, you will not be entitled to any compensation.

**16. Damage.** It might happen that you or one of the other guests cause damage to the accommodation. Please report this as soon as possible to the homeowner/caretaker and to us. You are liable for these damages, but many damages are covered by your own liability and/or travel insurance. In addition, we have supplementary damage insurance. If the damage is not covered by your or our insurance, you will be required to compensate the damage yourself.

**17. Support and assistance.** If you are in trouble, call the homeowner/caretaker or our emergency support as soon as possible. The telephone numbers are included on the confirmation of stay.

**18. Unavoidable and exceptional circumstances.** Circumstances that affect your stay and that are beyond the control of VFY and yours, and that according to VFY have a significant impact on your stay allow you to cancel free of charge, or, if possible, to rebook your stay as from 3 calendar days prior to the arrival date. You will not be entitled to compensation.

Unavoidable and exceptional circumstances include (but are not limited to) calamities determined by (local) authorities, such as strikes, natural disasters, terrorist threats, wars, epidemics, avalanche risk and blocked access roads. Circumstances you could have insured by means of a travel or cancellation insurance are not covered.

**19. Not meeting expectations.** If the stay does not meet your expectations, please report this to the homeowner/caretaker immediately during your stay. If you and the homeowner/caretaker fail to come to an agreement, notify us immediately. This will give the homeowner/caretaker and us the opportunity to come up with a suitable solution.

Only if it has a significant impact on your stay, a suitable solution may consist of a different and at least equivalent accommodation or a reasonable reduction in the renting price.

VFY is not obligated to provide a solution if this is impossible or if this incurs unreasonably high costs. Nor is VFY or the homeowner obliged to come up with a solution if the cause is beyond its control, such as nuisance due to construction or road work.

If you do not report this immediately, you will lose the right to compensation.

**20. Complaint.** If we have not found a suitable solution within a reasonable period of time, you may submit a complaint as stated on our website. In this case, you will also have the option of terminating the travel agreement and may be entitled to compensation.

Submit your complaint at the latest within two months after the departure date, we will then handle the complaint within one month of receiving it.

**21. VFY's liability.** VFY is not liable for any costs as a result of unavoidable and exceptional circumstances or for damage resulting from circumstances attributable to you or a third party, such as extreme weather conditions, a fire in or around the accommodation or a problem with the local electricity or water supply.

Furthermore, VFY's liability is limited to three times the renting price, unless it concerns intentional or negligent acts or omissions on the part of VFY or personal injury. VFY's liability may be further limited or excluded if VFY acts as an agent between the guest and the homeowner.

**22. Additional services.** If you book an additional (travel) service with a third party via a link on our website or in the booking confirmation, this additional (travel) service does not form part of the travel agreement you receive from VFY.

**23. Disputes.** If your complaint is not satisfactorily resolved, you have the right to apply to the court in Amsterdam.

**24. Amendment of terms and conditions.** If necessary, VFY may amend the general terms and conditions by posting the amended general terms and conditions on its website and informing the guest.

**25. Applicable law.** The travel agreement is governed by Dutch law and disputes will be settled by the court in Amsterdam, the Netherlands, whereby the Dutch version of these general terms and conditions will prevail. Only mandatory law of the country where the guest has his residence or where the accommodation is located may take precedence over the relevant provisions in the travel agreement, which shall not affect the other provisions of this agreement.