



# TERMS AND CONDITIONS RENT OF "HAUS AM SORPE" and "VILLA ENNERT"

Version 2017-06

## Article 1 Preliminary conditions

The parties hereby enter into a contract for the hire and rental of holiday home "HAUS AM SORPE" or "VILLA ENNERT", hereinafter referred to as 'residence'.

In these terms and conditions shall apply:

**Landlord:** Isold and Heleen Heemstra, Za Rokli 343, 25262 Statenice, Czech Republic

**Contact details:** Tel: +31616612108 of +420725984044 of e-mail: [verhuur@huis-in-sauerland.nl](mailto:verhuur@huis-in-sauerland.nl)

**Tenant:** The counter party of the landlord

**Rental Agreement:** The agreement whereby the landlord against the tenant itself commits to provide a stay at the holiday home "HAUS AM SORPE" or "VILLA ENNERT"

**Rental Period:** The period which has been agreed in the rental agreement

**House Rules:** Instructions of the landlord which are forming part of the contract

**Rent:** The total amount due for the use of the residence, consisting of rent + additional cost / utilities such as cleaning, bed linen, tourist tax, security deposit and / or any fee for additional persons. All prices are inclusive of VAT

## Article 2 Establishment and content of the agreement

- the offer the landlord is non-committal and, if necessary, can be revoked, however, this should be done **no later than one week** after signing the agreement
- the tenant will provide the necessary information from him / herself and other members of the hiring party to the landlord to conclude the agreement and its implementation
- the tenant acting, on behalf or for the benefit of the hiring group, who enters into the agreement, is jointly and severally liable for all obligations arising from the agreement
- the agreed rent of a booking with signed rental agreement cannot be modified
- residence "HAUS AM SORPE" may be used up to 12 people and residence "VILLA ENNERT" may be used up to 14 people, unless otherwise agreed in writing

## Article 3 Obligations of the landlord

- to make the residence available at times agreed in this rental agreement
- to make the residence available in good condition and complete with inventory
- to have an inventory and proper home insurance for the residence
- to provide adequate instructions for the use of and the stay in the residence

## Article 4 Obligations of the tenant

- to pay for the rent and security deposit, respectively cancellation fees, even though if the tenant has not used the residence or has used it for a shorter period
- to use the residence carefully, in accordance with its intended purpose
- to follow the instructions and rules of the landlord, including the arrival and departure times
- to not rent or let out to third parties
- ensure compliance with the house rules by the group where the tenant belongs
- to have a valid ID in possession
- to leave the residence on time and handover it in the same condition as received at the start of the rental period

## Article 5 House Rules in and around the Residence

The following House Rules must be followed. It is **not allowed**:

- to smoke inside of the residence
- to keep pets in the residence
- to cause nuisance in the village and / or in the street or / at neighbors
- to make a campfire in the garden
- to place out speakers or stereos in the garden
- to respect German law Ruhezeit: from 22:00 to 08:00 it should be silent
- on Saturday from 13:00 to 15:00 and all day Sunday to mow grass or use machines
- to barbecue on the balcony or inside the residence, use the fixed space on the terrace
- to stay with more than the agreed number of persons in the residence
- to make changes to the heating and / or boiler systems in the basement
- to hang laundry or other items from windows or on the railing of the balcony
- to throw rubbish out of windows or down from the balcony
- to pick up snow from the roofs (it melts or falls naturally down)

## Article 6 Not following the House Rules and exclusion

The tenant that not followed the house rules and by such hindrance or nuisance occurred, that good execution of a rental is difficult or may be complicated, can be excluded by the landlord from renting the residence further. Any resulting costs are borne by the tenant. There will be no refund.

## Article 7 Waste treatment

In the Sauerland very strict **waste separation regulations** apply. The tenant must follow the waste instructions as indicated on the garbage bins in the residence. The tenant is fully liable, without judicial intervention, for any fines / costs / damages suffered by the landlord where the tenant does not comply with the instructions around waste treatment.

## Article 8 Payments and key receive

- only after signing the (digital) rental agreement the booking is official
- the first payment and security deposit must be paid **within two weeks** after booking
- the remainder of the rent must be received by the landlord no later than **four weeks before the start of the rental period**. For late payment, the tenant is in default
- the tenant receives the code of the keysafe where the housekey is stored. This code may not be transferred. The tenant shall never be entitled to hold the key in its possession or duplicate for any reason whatsoever. If tenants do that anyway, the tenant has to pay a penalty of €500, independent to the actual cost
- the key of the residence will be made available on loan by the landlord to the tenant. The key remains the property of the landlord. In case of loss, theft or any other method of losing the key, tenant is a final amount due of €50

## Article 9 Security deposit

At the start of the rental period a tenant's security deposit can be required. The security deposit, without deduction of administrative fees, will be refunded by the landlord to the tenant within two weeks after the booking period, less what tenant still owed to the landlord. If the rules in Articles 5 and/or 7 are violated, the entire security deposit is retained, without prejudice to the actual costs.

## Article 10 Changes by the tenant

- after the agreement is signed, the tenant may request changes up to 28 days before departure, which shall be recorded in writing upon fulfillment by the landlord
- if the rental sum changes, the tenant needs to pay for the revised rent, in accordance with the provisions of Article 4 and minus any payments already made
- the tenant cannot be replaced by another

## Article 11 Cancellation by the tenant

- the tenant must cancel in writing. If a contract is canceled, the following **cancellation fees** apply:
  - 15% of the rental sum if canceled more than 3 months before the start date of the rental period,
  - 50% of the rental sum if canceled more than 2 months, but no longer than 3 months before the start date of the rental period,
  - 70% of rental sum if canceled more than one month, but not more than 2 months before the start date of the rental period,
  - 90% of the rental sum if canceled within one day, but not more than one month before the start date of the rental period,
  - 100% of the rental sum if canceled on or after the start date of the rental period
- if the booking is canceled, any additional costs / utilities will not be charged
- if the booking has been made via a booking office or -website, only the cancellation terms of this respective office will apply. All other terms in these Terms and Conditions remain applicable.
- if the residence can be rented to a third party for (a part of) the agreed period, the cancellation fee will be reduced by the rental income. The landlord may charge a fixed amount of €50, - in connection with the cancellation of the tenant

## Article 12 Changes by the landlord

- the landlord has the right to change the agreement on one or more essential points due to grave circumstances. These are circumstances that are of such a nature that further alignment of the landlord to the agreement cannot reasonably be expected. (f.i. fire, water damage, death)
- if the cause of the change can be attributed to the tenant, the resulting rental costs are borne by the tenant
- if the landlord by amending saves money, the tenant is entitled to the amount for his part
- the landlord may also change the agreement at a non-essential point due to compelling circumstances. In that case, the tenant can only reject if the change does not give clear disadvantages

## Article 13 Liability, Force Majeure and non-compliance

- the tenant and group members are **on their own responsibility** in and around the residence
- the landlord is **not liable for (injury) damages** in whatever form
- if the lease is not in line with the expectations, the tenant is obliged to give notice to the landlord as soon as possible
- if the lease is not in line with the expectations, the landlord is required to refund a part of the rental costs, unless the failure is attributable to force majeure
- Force majeure means unusual and unforeseeable circumstances beyond the control of the person they refer, and the consequences of which could not be avoided despite all precautions taken
- upon termination, or partial termination due to breach of the landlord, the landlord shall refund any prepaid rent and security deposit in relation to the termination
- if the landlord against the tenant is liable for loss of rent enjoyment, the compensation shall be maximum one time the rental sum
- failure or partly malfunction of the internet / wlan is excluded from any compensation
- if the tenant leaves the residence later than agreed, the landlord has the right to a proportionate increase in the rent and compensation for the damage caused during the rental period
- the landlord does not accept any liability for damage for which a claim is made in respect of travel and / or cancellation insurance
- subject to the provisions of the preceding paragraphs of this article, the liability of the landlord is limited to maximum one time the rental sum, unless there is intent or gross negligence of the landlord

## Article 14 Damage and repair costs during rental

- the tenant should contact the landlord as soon as possible in case of loss in any damage, seizure and substantial damage to the residence, inventory and/or equipment. The tenant must comply with the instructions of the landlord
- the tenant is responsible for damage caused during the rental period and related costs, unless the damage is covered by the residence insurance
- if the damage is covered by the (residence) insurance, but the landlord is charged a deductible, the amount of the deductible (excess/own risk) shall be charged to the tenant
- the costs of normal maintenance and repair shall be borne by the landlord
- for repairs, the tenant must obtain the prior landlord approval, before order for maintenance or repair is given. Reimbursement of expenses shall only be made after obtaining approval and upon presentation of itemized bills

## Article 15 Interest and Debt Charges

If the tenant has not fulfilled the financial obligation to the landlord on time, a 1% interest for each month or part of a month of delay over the outstanding amount is due. Furthermore, the tenant is obliged to pay extrajudicial collection costs equal to 15% of the claim, with a minimum of €100, unless this amount, taken the collection activities into account, is unfair

## Article 16 Complaints

- a shortcoming in the implementation of the agreement should be reported to the landlord so that a solution can be found as soon as possible
- if the deficiency is not resolved within a reasonable period and affects the quality of the rental, this should be reported to the landlord immediately
- if the deficiency thereafter still not has been satisfactorily resolved, and gives rise to a complaint, the tenant must notify the landlord in writing as soon as possible
- the landlord will assess the claim and if honored, the landlord will give a (partial) refund on the current booking or a discount to a future booking

## Article 17 Applicable law and disputes

This agreement is governed by Dutch law. Only a Dutch court has jurisdiction to take cognizance of disputes. The dispute may also be submitted to a Disputes Committee.

[www.huis-in-sauerland.nl](http://www.huis-in-sauerland.nl)

