



BERGHAUS EDELHIRSCH RENTAL TERMS & CONDITIONS

1 Definitions

- a. Accommodation: The villa, consisting of the holiday home, inventory and garden.
- b. Landlord: The owner of the accommodation, and co-owner of the rental agreement with the tenant.
- c. Lessor: The person who lets the accommodation, usually the same person as the landlord.
- d. Tenant: the person renting the accommodation, and co-owner of the accommodation agreement with the Landlord.
- e. Co-tenant: The person(s) indicated on the contract or in the absence of such notice, the persons traveling with the Tenant.
- f. Guests: All persons who fall under the term tenant and co-tenant and use the accommodation.
- g. Third party: Any other person, not the tenant and/or its co-tenant(s).
- h. Extension: A simple addition to the existing agreement, such as ordering an extra set of bed linen or the registration of an additional co-tenant.
- i. Modification: A change of the agreement such as changing the rental period or the nature of the accommodation.
- j. Cancellation: written termination of the agreement by tenant, prior to the date of entry of the stay.
- k. Written: in writing, or by email. Only valid when reception is confirmed.
- l. Rental price: The agreed price between the lessor and the tenant for rental of the Accommodation.
- m. Costs: All costs for the lessor associated with the rental process.
- n. Rental fee: Rental costs and other costs.
- o. Total rental fee: The total amount due in regard to the agreement between the landlord and the tenant, excluding the security deposit.
- p. Deposit: An amount charged before or during the stay as an advance for any possible damage sustained during the stay. Any forfeited contractual fines can also be settled with the security deposit.



- q. In principle, the use of electricity will be deducted from the deposit as well. In the event that the deposit amount is insufficient due to damages or fines, the usage of electricity will be billed separately after the rental period has passed.
- r. Information: written or electronic information about the use of the accommodation, facilities and rules regarding the stay.

2 General

- a. The lessor is required to provide written information (terms on the website must be checked by the tenant at the time of booking) on the basis of which the agreement is concluded to the tenant in advance. The lessor informs tenant in writing of changes to this notice.
- b. If the terms change significantly, the tenant has the right to cancel the agreement at no cost.
- c. Derogations from these general provisions can only be agreed in writing.

3 The agreement

- a. Lessor provides to tenant the agreed accommodation for the agreed period for recreational purposes, i.e. not for permanent occupancy; latter is thus entitled to use this accommodation of the agreed type and for the indicated persons. Tenant is obliged to use the accommodation and the property belonging to the accommodation and other movable and immovable property to be used normally and as a good tenant.
- b. Tenant has the obligation to comply with the agreement and the rules in the supplied relevant information. He ensures that Co-tenant(s) and/or third parties who visit and/or reside with him/her also comply with the agreement and the rules in said information.
- c. The agreement terminates after the expiration of the agreed period, without notice for termination.
- d. It is not allowed to have more than the maximum number of people in the property stay overnight.
- e. It is not allowed to keep pets in the accommodation.
- f. Smoking is not allowed in the accommodation.
- g. The accommodation is equipped with furniture and other necessities. The whole should be kept in the same condition by the guests as it was on the day of arrival.
- h. Tenant is obliged to keep the rented and immediate surroundings in a neat and orderly condition.
- i. Waste must be separated at all times and deposited in the appropriate containers or waste containers designated for this purpose.
- j. Tenant accepts the community standards and will not carry out any activities that could be polluting, dangerous, harmful, disturbing, unhealthy and/or inconvenient to the environment or surroundings.
- k. Between 11 PM and 7 AM, the night's rest of residents must be respected. All guests are expected to strictly observe this.



- l. Lessor and caretaker reserve the right to enter the accommodation at any time for inspection and inspection purposes.
- m. If, in the opinion of the lessor, an offense is so serious that the contract cannot be continued, lessor is entitled to terminate the agreement with immediate effect (without first warning). (Co-) tenant(s) will be removed from the accommodation immediately and denied access without refund of the total price and the paid deposit.

4 Pricing

- a. Prices and rates mentioned in the booking calendar on the villa rental website: berghaus-edelhirsch.com are leading.
- b. Discounts, prices and rates mentioned in said booking are subject to interim changes. The price mentioned when making the booking is the price that will be used for the rental agreement.
- c. Prices are always inclusive of sales tax.

5 Booking

- a. Online reservation of the accommodation must be done via the booking form under the booking calendar of the accommodation website.
- b. Upon sending in the booking form, reservation is legally binding immediately, and according to prices indicated in the booking calendar on the website, the rental fee will be collected by lessor in accordance to the payment plan as specified in article 6 of these terms and conditions.
- c. If two reservations for the villa are made simultaneously, the reservation that comes in first, will be the one recorded as a booking.
- d. Upon booking, lessor will send the an information email containing:
 - i. The rental agreement, which serves as confirmation of booking, including the house rules.
 - ii. Contact information.
 - iii. The deposit invoice.
- e. Tenant is required to check the booking details and rental agreement immediately upon booking. In case of incompleteness or incorrectness, tenant must notify lessor in writing within 48 hours of receipt of the rental agreement.

6 Payment plan

- a. Payments must be made to lessor's bank account, mentioned in both rental agreement and any invoices. Time of crediting is validated as the day of payment.
 - i. Deposit: 25% of the rental fee, no later than 7 days after booking.
 - ii. Principal: 75% of the rental fee, plus cleaning fee, bed linen & towels and the security deposit: 6 weeks before the first day rental.
 - iii. Cleaning fee: included on and due with principal invoice.
 - iv. Security deposit: included on and due with principal invoice.



- v. Rental fee is excluding electricity usage. This will be settled separately with the deposit on the final invoice. The balance will be refunded as soon as possible.
- vi. The rent is excluding local taxes such as tourist tax.
- vii. Tourist tax is calculated per day for each person of 18 years or older, and must be paid to the caretaker upon arrival.
- viii. For bookings made within 6 weeks of the first day: Total rental fee plus cleaning fee, bed linen & towels and the security deposit must be paid immediately upon making the reservation.
- ix. If tenant does not pay within the agreed period of time, tenant is in default. Tenant will then have 3 days to meet the agreed payment. If this second period also passes without payment, all collection costs and any legal costs incurred by the lessor will be charged to tenant.
- x. If payments have not been made properly, lessor may dissolve the reservation.

7 Youth groups

- a. A youth group consists only of persons under 21 years of age, without guidance of an adult over 21 years.
- b. It is not possible for youth groups to rent this accommodation.

8 Arrival and departure

- a. Tenant can enter the accommodation from 4 PM on the first day of arrival must vacate the premises by 10 AM on the day of departure.
- b. The house rules supply information as to where tenant can pick up the keys to the accommodation. The house rules are part of the rental agreement.
- c. Final cleaning and laundry
 - i. Upon arrival, tenant checks the accommodation and reports any defective cleaning. If this is a complaint, tenant may notify lessor in writing, within 48 hours of arrival.
 - ii. Tenant must leave the accommodation clean and wash and stow away the dishes back in their right place. The dishwasher must be cleared of dishes.
 - iii. Tenant may not use the beds without bed linen. In case bed linen is not used and mattresses and/or blankets suffer damage, ensuing costs will be invoiced by lessor to tenant on the final invoice.
 - iv. Lessor takes care of the final cleaning and cleaning of the bed linen, which will be invoiced on the final invoice according to rates stated on the accommodation website.
 - v. In case negligence or wrong use by tenant incur additional cleaning costs, this will be invoiced to tenant on the final invoice.
- d. Electricity
 - i. Electricity usage is not included in the rental price, but calculated separately and deducted from the deposit.



- ii. The price of electricity per kWh can be found on the accommodation website.
- iii. The meter positions are recorded by the caretaker prior to tenant's arrival and departure.

9 Cancellation

- a. Cancellations must be made in writing to lessor.
- b. For cancellation of the booking, the following cancellation fees apply:
 - i. If canceled up to 60 days before the first day of rental (counted from midnight for this day): 10% of the total rental fee.
 - ii. If canceled up to 42 days before the first day of rental (counted from midnight for this day): 50% of the total rental fee.
 - iii. If canceled from 42 days before the first day of rental (counted from midnight for this day): 100% of the total rental fee.
 - iv. Without cancellation, even if the accommodation is not used: 100% of the total rental fee.
- c. If tenant finds a replacement tenant himself, lessor will accept the new tenant under the same terms and conditions, at the expense of administrative costs of €100 to be paid by tenant to lessor.
- d. In the case of situations which make the rental completely or partially impossible, such as natural or political disasters, epidemics, strikes, etc., lessor may cancel the rental agreement. In this case, tenant will be refunded the full rental fee, minus administrative costs of € 100.

10 Insurance and liability

- a. Tenant is free to set up a cancellation insurance contract with any third party.
- b. Lessor accepts no liability whatsoever for:
 - i. Accident, theft, loss or damage during or as a result of a stay in the accommodation.
 - ii. Failure of technical equipment and failure or closure of facilities in the accommodation.
 - iii. Nuisance which is caused by third parties beyond the responsibility of lessor.
 - iv. Faults in service or defects in services rendered by third parties.
 - v. Services rendered by third parties in connection with the rental agreement between tenant and lessor.
 - vi. Damage resulting from the removal of tenant property by lessor staff.
 - vii. Consequences of extreme weather or other forms of force majeure.
 - viii. All third party claims for damage which are (partly) the result of any act or omission by (co-) tenant or third parties present at the accommodation at the behest of (co-) tenant.
- c. Lessor is liable for malfunctions in public facilities unless a credible case for force majeure is made.
- d. (Co-) tenant and guests are jointly and severally liable for any damage incurred to the accommodation by the (co-) tenant and/or any third party as



direct or indirect consequence of their stay. Any damage caused by (co-) tenant(s) and/or his guest must be reported immediately to the caretaker and reimbursed on the spot unless it is demonstrable that blame is not onto them.

- e. Any damage liable to (co-) tenant(s) or guest(s) may be deducted from the security deposit.

11 Privacy

- a. Tenant's personal data will be included in lessor's address file. It is used solely for proper business operation. Lessor will not provide data to third parties that affect the privacy of the (co-) tenant(s) or the guests, with the exceptions of
 - i. A (suspected) breach of the rules and/or criminal offense which warrants informing the police
 - ii. Situations where urgent assistance is required.
- b. If a tenant is photographed by chance and the photograph in question is used in a publication by or on behalf of lessor, tenant consent shall be deemed to have been granted.

12 Contact details

- a. The contact information of caretaker and/or lessor is stated in the rental agreement.