

## Rental Terms

1. **Realisation and contents agreement.**
  - 1.1 An agreement between ROOM4MOOR and the tenant is brought about by confirmation of a telephonic, written or electronic (internet/e-mail) booking.
  - 1.2 After booking, the tenant receives a confirmation of the booking/rental agreement per e-mail, which serves as proof of the agreement.
  - 1.3 Every holiday home has a maximum of persons that can be lived in. Children are considered to be full persons. By offending against the maximum allowed number of persons it can cause inconvenience to the neighbourhood and withdrawing of the license of the house owner. The consequential damage will be charged to the tenant.
  - 1.4 The booking confirmation is send by ROOM4MOOR, which contains all relevant details for the stay in the holiday home. In the interest of a good booking and the prevention of misunderstandings, after receiving the booking confirmation, the tenant is required to thoroughly check the booked details and report incompleteness or inaccuracies within 7 days to ROOM4MOOR after receipt of the booking confirmation. If a similar mention is outside the constituted terms, then the tenant is not entitled to invoke the incompleteness or inaccuracy of the booking confirmation.
  
2. **Prices and payment.**
  - 2.1 Prices remain inclusive VAT.
  - 2.2 Prices exclude the costs of an accident insurance, a cancellation and travel insurance and contingent costs. Energy costs are reported separately.
  - 2.3 The first payment: 30% of the rent sum must occur within 7 days after booking.
  - 2.4 The second payment: 70% of the rent sum must be settled at the latest 6 weeks (42 days) before the first day of stay.
  - 2.5 Payments of late bookings (i.e. bookings within six weeks before the first day of stay) need to take place in full within 3 days after booking.
  - 2.6 By not- or not paying on time ROOM4MOOR has the right to cancel the booking. Paid rent will not be returned according to the cancellation terms (see 6).
  
3. **Deposit.**
  - 3.1 The tenant needs to pay a deposit.
  - 3.2 Observed damages or loss of things present in or to the house is settled with the deposit and the remainder of the deposit is repaid to the tenant after 2 weeks. For the repayment of the deposit, the tenant needs to provide the owner or the manager with his/her full address and bank account details (account number and IBAN and BIC/Swift code).

## 4. **Tenant laws and obligations.**

- 4.1 On arrival at the holiday home, the tenant need to collect the keys from the manager, within the times mentioned in the rental agreement. On an arrival outside the mentioned time, then the tenant need to make an appointment directly with the manager.
- 4.2 Unless otherwise stipulated in the rental agreement the tenant is required to vacate the holiday home before the time mentioned in the rent agreement. A late departure can lead to an extra day rent.
- 4.3 It is important that the tenant conducts him/herself as a good tenant and use the house in accordance to the user instructions given the owner/manager.
- 4.4 The tenant and his/her co-tenants are lawfully responsible for any damages to or in the holiday house. In such a case, any damages need to be reported by the tenant directly to the manager/owner. Reparation or replacement costs needs to refund immediately by the tenant directly to the owner/manager on duty.

## 5. **Cancellations.**

- 5.1 Cancellation of the booking agreement costs up to the 43th day prior to commencement of the first day of stay: 30% of the rent.
- 5.2 Cancelling of the booking agreement from the 42nd day to the 29th day before commencement of the first day of stay: 60% of the rent.
- 5.3 Cancelling of the booking agreement from the 28th day up to the first day of stay: 90% of the rent.
- 5.4 Cancelling of the booking agreement on the first day of stay or later: 100% of the rent.
- 5.6 The date of postmark or the date of the e-mail message is decisive whether the cancelling is in time.
- 5.7 A change in booking period is possible until the 90th day before commencement of the first day of stay: costs € 42,- . After that a change is not possible.

## 6. **Complaints.**

- 6.1 The tenant serves a complaint, originating on arrival at the holiday address or during the stay, at the latest within 24 hours to be reported to the owner/manager. The owner/manager will endeavour to solve the complaint immediately on the spot.
- 6.2 The tenant has the right to cancel the rental agreement if there is a problem in the house, that the manager/owner cannot solve in a reasonable time-limit.
- 6.3 The time-limit has to be sufficient to solve the problem. The termination of the rental agreement may have no other reason than the problem which is not solved. The termination has to be done in writing.
- 6.4 A complaint has to be reported immediately at the manager/owner. If this is not possible or the problem is not adequate solved, the complaint has to be served

within 1 month after the stay, written and motivated, to ROOM4MOOR. Complaints served later are dismissed. ROOM4MOOR is responsible to repay at the most 100% of the rent sum.

7. **Termination of the rental agreement by the owner.**

- 7.1 ROOM4MOOR/The owner is authorized to cancel the rental agreement with immediate effect:
- a.) if, in case of notice of default, and neglect of the fulfilment of important issues, which have to be applied to, stated in the rental agreement and/or these conditions and, in case the tenant has been summoned to this, not acting as a good tenant, in particular if the tenant, in spite of warnings from the owner or the manager, caused serious hindrance to his/her accommodation surroundings.
  - b.) in the case of "circumstances beyond our control" like, danger of war, strikes, boycotts, traffic interference or transport, measures of the authorities and natural calamities.
- 7.2 By termination on cause of 7.1.a.), the tenant has to pay the full rent sum. By termination on cause of 7.1.b.) ROOM4MOOR/the owner will return the whole rent sum. If the tenant can only make partial use of the house, the rental agreement need to be regarded unbinding for the already utilized time and repayment will be in proportion.

8. **Liability.**

- 8.1 ROOM4MOOR is to be kept liable for a correct description of the house and obey the rental agreement.
- 8.2 ROOM4MOOR/The owner is not responsible for interferences in and around the holiday home as but not excluding, interruptions and failure of current- and water supplies and technical installation, not or untimely announced building activities and changes to entrances – or main roads.
- 8.3 ROOM4MOOR/The owner cannot be kept responsible for "circumstances beyond our control".