

Terms and Conditions – Hotelresidentie Vlissingen

1. Definitions

- 1.1 Residentie Vlissingen: the organization commissioned by the owners and their representatives to mediate in the rental of studios and apartments.
- 1.2 property: all studios and apartments that are furnished for overnight stays.
- 1.3 the tenant: the (legal) person making the booking and thereby becoming the other party of Residentie Vlissingen.
- 1.4 user: the tenant and the persons specified by the tenant who use the accommodation and / or other facilities rented by the tenant.
- 1.5 accommodation provider: the owner and/or the manager appointed by him of the accommodation available to be rented out.
- 1.6 agreement: the lease between the accommodation provider and the tenant.
- 1.7 rent: basic rental costs including any discounts and exclusive of additional costs.
- 1.8 in writing: by letter or e-mail.
- 1.9 website: the website(s) representing Residentie Vlissingen used to offer the accommodation.

2. Applicability Terms and Conditions

2.1 These terms and conditions apply to all offers of Residentie Vlissingen and agreements regarding the rental of accommodations concluded with Residentie Vlissingen. These conditions are an inseparable part of the agreement.

3. Offer

3.1 The offer of Residentie Vlissingen is valid as long as Residentie Vlissingen actually has availability for the accommodation.

4. Creation and content of the agreement

4.1 Reservations

4.1.1 An accommodation can either be booked on sight, online or by phone. These reservation methods are binding for both parties.

4.1.2 Online reservation; an agreement

under a suspensive condition will be established between the tenant and Residentie Vlissingen with regard to booking an accommodation explicitly offered by Residentie Vlissingen on the website when:

- a) the tenant agrees to the general terms and conditions of Residentie Vlissingen
- b) the tenant fills out all mandatory information to be able to make a reservation online and then makes the reservation definitive by using the button “confirm”.

4.1.3 Each received booking which is made via the website is confirmed by email to the tenant by Residentie Vlissingen, which means the reservation is received and processed. With that the reservation is binding for the tenant.

4.1.4 Upon receipt of the reservation this will be checked on correctness by Residentie Vlissingen. If the reservation is correct, the suspensive condition, as referred to under 4.1.2, is fulfilled and the agreement is concluded.

4.1.5 If the tenant has not received acknowledgement by email, the tenant must take up contact with Residentie Vlissingen, failing this the tenant can not invoke the reservation.

4.1.6 Age: reservations can only be made by persons who are 21 years or older, reservations made by persons under that age are not valid. If a tenant makes a reservation for younger people and is not present the entire period, the booking is also not valid. An owner can refuse a reservation made by younger persons after the fact. In consultation with Residentie Vlissingen exceptions can be made.

4.1.7 Residentie Vlissingen also reserves the right to refuse a reservation if it is suspected that the

accommodation will be used in violation of these terms and conditions.

4.2 Right of withdrawal

4.2.1 Reservations will be legally binding for the tenant. A right of withdrawal (the so-called cooling-off period) as referred to in the Civil Code does not apply to services regarding the rental of accommodation.

5. Canceling or changing the agreement

5.1 Cancellation by the tenant

5.1.1 It may happen that due to unforeseen circumstances one has to cancel. In this case the tenant or his deputy must notify Residentie Vlissingen in writing. In most cases there are costs associated with cancellations or changes.

5.1.2 Upon cancellation the tenant receives a cancellation note from Residentie Vlissingen. It contains the costs of the cancellation.

5.1.3 Residentie Vlissingen offers a choice of 2 rates when making your reservation. A reservation with the non-refundable rate can no longer be changed or canceled. The full amount due for the entire period originally booked will be charged.

When booking with the flexible rate, a change or cancellation is possible free of charge up to 48 hours before arrival. If canceled less than 48 hours prior to the check-in date, the full amount due for the entire period originally booked will be charged.

5.1.4 If the tenant ends his stay before the departure date, there is no right to a refund.

5.2 Cancellation by Residentie Vlissingen

5.2.1 In the case of force majeure or unforeseen circumstances, Residentie Vlissingen is entitled to cancel the reservation. Unforeseen circumstances and force majeure include:

a) that the property is not suitable for rental (for example due to flooding, fire or default of the accommodation provider).

b) that the property is no longer available (for example, due to the sudden sale of the accommodation provided by the accommodation provider, a double placed reservation or a bankruptcy of the accommodation provider).

5.2.2 Residentie Vlissingen will immediately inform the tenant of this stating the reason, by telephone or in writing.

5.2.3 In this case Residentie Vlissingen will offer an equivalent accommodation at the same rent.

5.2.4 If no suitable alternative offer can be made, or the tenant does not agree with the offered alternative, Residentie Vlissingen will proceed to refund the rent already paid in whole or in part without Residentie Vlissingen owing any compensation to the tenant.

5.2.5 Residentie Vlissingen is not liable for the costs of any services the (co) tenant booked himself (for example airline tickets, car rental, excursions, etc.)

5.2.6 Residentie Vlissingen has the right at all times

to terminate the agreement with immediate effect and to demand that the accommodation be vacated, if the tenant seriously neglects his duty of care for the accommodation among other things, if he places more or other persons in the accommodation than allowed under the agreement. In such case, no refund will be made of the rent and / or deposit or part thereof. Also the tenant is obliged to compensate for the damage Residentie Vlissingen or the owner suffers resulting from the acts or omissions of the tenant.

5.3 Change of agreement

5.3.1 In case of change of the agreement the cancellation conditions as stated in article 5.1 are fully applicable where for the terms referred to in Article 5.1.3, the first reservation.

5.3.2 Residentie Vlissingen is not obliged to accept the request from a tenant to amend the agreement.

5.3.3 If a change is to be made, the tenant should notify Residentie Vlissingen in writing.

6. Payment of the rent

6.1 If Residentie Vlissingen is not in possession of the total amount due on the day of arrival, Residentie Vlissingen is entitled to deny the tenant access to the studio or apartment, without prejudice to Residentie Vlissingen's right to full payment of the agreed price.

6.2 If, despite a prior written reminder, the tenant does not or does not properly comply with his payment obligation within a period of two weeks after the written reminder, Residentie Vlissingen has the right to terminate the agreement with immediate effect, without prejudice to Residentie Vlissingen's right to full payment of the agreed price.

6.3 Residentie Vlissingen reserves the right to hand over the claim, for example to a collection agency. The extrajudicial costs reasonably incurred by Residentie Vlissingen, after a notice of default, will be borne by the tenant. If the total amount is not paid on time, the legally determined interest rate on the outstanding amount will be charged after written demand.

7. Deposit

7.1 Residentie Vlissingen can request a tenant to pay a deposit of € 100,- up to € 500,-.

7.2 Damage to the accommodation, inventory thereof or the building inflicted during the rental period,

extra cleaning costs due to not leaving the accommodation tidy and any costs to be paid locally will be settled with the deposit. If the deposit is not sufficient to cover this damage or to cover costs, the (co) tenant will have to pay this shortage on site.

7.3 Residentie Vlissingen will make the guarantee available within two weeks after departure when there is no further reason for deduction or settlement.

7.4 Residentie Vlissingen accepts no responsibility whatsoever for levying and / or refunding of this deposit and the costs referred to in this article.

8. Liability of the tenant

8.1 The tenant is liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation provided by himself and/or his traveling companions or visitors. During the rental period he is responsible for the accommodation and is committed to keep the accommodation neat and clean. Any damage must be reported immediately by the tenant to Residentie Vlissingen and to be reimbursed immediately on site, unless the tenant can demonstrate that the occurrence of the damage is not due to the fault of himself, other users or one of his travel companions. It is recommended in addition to your own liability insurance to take out a separate travel insurance. Tenants must have a liability insurance.

8.2 It is not permitted to accommodate more or other persons in the apartment than those stated on the written confirmation. In that case, Residentie Vlissingen may refuse the tenant.

9. Liability Residentie Vlissingen or owner

9.1 Any liability of Residentie Vlissingen is in any case limited to attributable shortcomings in the work of Residentie Vlissingen as an intermediary and is in any case limited to once the rent, unless there is intent or gross negligence at Residentie Vlissingen.

9.2 Residentie Vlissingen accepts no liability for theft, loss or damage of or to objects or persons, of whatever nature, during or as a result of a stay in one of the studios and apartments and/or other facilities that Residentie Vlissingen offers, unless there is intent or gross negligence on the part of Residentie Vlissingen.

9.3 Residentie Vlissingen does not guarantee that the stay in one of the accommodations offered by Residentie Vlissingen meets the expectations you had of it. Liability for damage consisting of loss of travel pleasure and/or other consequential damage, is excluded under all circumstances.

9.4 Neither Residentie Vlissingen, nor the owner is under any circumstances liable for damage for which there is a claim for compensation under a travel and/ or cancellation insurance or any other insurance.

9.5 Residentie Vlissingen is not liable for disruptions in the service or defects in the event of services provided by third parties.

9.6 Residentie Vlissingen accepts no liability for acts and/or omissions of an owner.

9.7 Any liability of the owner, regardless of the legal basis, is limited to a maximum of up to three times the rent, unless there is intent or gross negligence.

9.8 Exclusions and limitations of liability also apply to staff of Residentie Vlissingen, the owner and third parties engaged by him.

9.9 Residentie Vlissingen cannot accept any liability for unexpected (construction)activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance for example from neighbors, church bells, cars, trains or agricultural implements, nuisance from vermin and environmental problems in the proximity to the accommodation.

10. Pets

10.1 Pets are not allowed.

11. Substitution

11.1 Unless agreed in writing with Residentie Vlissingen, the tenant and his travel companions are not permitted to hand over the rented accommodation under any name and for whatever reason to third parties other than the persons mentioned in the agreement.

11.2 If you have agreed with Residentie Vlissingen that you and/or one or more users are replaced, in addition to the tenant and/or user who replace you and/or other users you remain jointly and severally liable towards Residentie Vlissingen for the payment of the rent, modification costs and any additional costs resulting from the replacement and any cancellation costs.

12. Shortcomings in the rented accommodation

12.1 Residentie Vlissingen makes every effort to make your stay as pleasant as possible. Shortcomings in the rented accommodation need to be reported to Residentie Vlissingen immediately and at the latest within 24 hours after the discovery or occurrence of the shortcoming.

12.2 Residentie Vlissingen will, in the event of a timely notification of a deficiency, endeavor to remedy this. If this fails and the shortcoming is so serious that the use of the accommodation is seriously impeded, the tenant is entitled to an alternative accommodation or compensation. Article 9 applies mutatis mutandis.

12.3 In retrospect, after departure, you can not claim allowances, declarations, etc.

13. Website

13.1 Residentie Vlissingen pays the utmost attention and care to the correctness of the data on its website. Residentie Vlissingen however cannot be held responsible for any imperfections, inaccuracies and/or changes made at a later time. Apparent typos do not bind Residentie Vlissingen. Price changes reserved.

13.2 The website of Residentie Vlissingen may contain links to third party websites. Residentie Vlissingen is in no way responsible for the content or use of these internet sites, or for the possible consequences of a visit to one of these linked websites.

14. House rules

14.1 The house rules of Residentie Vlissingen are part of these Terms and Conditions.

15. Privacy

15.1 Use of (personal) data

15.1.1 The personal data entered in relation to the reservation will be used to process the reservation. If a change occurs in the data already provided the (co)tenant is obliged to immediately notify Residentie Vlissingen in writing.

15.1.2 The entered information will also be included in the Residentie Vlissingen customer database for the purpose of being used for communication between Residentie Vlissingen and tenant with regard to the reservation (for example in connection with billing, sending the necessary information regarding the booking etc.) and for sending offers from and information about Residentie Vlissingen. Data of the (co)tenant are not provided to third parties who are not involved in our organization.

16. Other provisions

16.1 Dutch law applies to the agreement. The Dutch court has jurisdiction.

16.2 In these terms and conditions “the tenant”

also refers to the members of the travel group of the

tenant/registrant. The tenant/registrant is jointly and severally liable for the payment obligation.

16.3 It is not permitted to sublet the rented accommodation.

16.4 By closing the agreement the tenant accepts the applicability of these General Terms and Conditions.. These general terms and conditions apply regardless of your reference to other Terms and Conditions. Residentie Vlissingen rejects all General Terms and conditions to which you refer or which are used by you.

16.5 In the event that provisions of these terms and conditions or parts thereof are not legally valid (anymore) or are declared inapplicable, the other provisions remain in full force. The affected provision(s) will then be converted into comparable provisions that are legally valid.

16.6 Printing, typesetting and typing errors do not bind Residentie Vlissingen.

16.7 All previous publications expire with these Terms and Conditions. 3 nov. 2021