

Rental and General Conditions of Blue Bay Exclusive / Bonefaas Holding B.V.

1. DEFINITIONS

1.1. Tenant: a natural person or legal entity who concludes a rental agreement with the landlord for a definite period with regard to "one of the offered Villas" and has paid the deposit of the agreed rental price (as described in article 3.6 below) to the lessor.

1.2. Co-tenant: the person(s) who is staying / stay in the accommodation together with the (main) tenant.

1.3. Landlord: the natural person, company or legal entity that rents out the accommodation to the tenant.

1.4. The agreement: the temporary agreement between the landlord and the (main) tenant with regard to the Villa.

1.5. The rental and general (rental) conditions: these general (rental) conditions, which relate to the agreements concluded with regard to the rental of the holiday home between the tenant and the lessor.

1.6. Booking form: the form on which the tenant fills in all mandatory information with the aim of making a reservation for the rental of the holiday home.

1.7. Accommodation: The Villa which is offered for recreational use only.

1.8. Rent: the basic rental costs including any discounts and additional costs.

1.9. Security deposit: an amount that is charged on receipt of the invoice before commencement as an advance on any damage caused during the stay by (or the actions of) the tenant.

1.10. Reservation costs: costs that can be charged once with each booking.

1.11. Arrival and departure time: the times agreed between tenant and landlord.

1.12. By Villa is meant the Bono Beach Villa.

1.13. The web address of the website is: www.bluebay-exclusive.com.

2. APPLICABILITY OF GENERAL (RENTAL) CONDITIONS

2.1. These rental and general terms and conditions apply to the agreement, as well as to all offers, quotations, agreements with and services of the lessor, unless the parties explicitly agree otherwise.

2.2. The rental and general terms and conditions are made available to the tenant on the website www.bluebay-exclusive.com before and at the conclusion of the agreement.

3. AGREEMENT

3.1. The Bono Beach Villa can only be booked through the website www.bluebay-exclusive.com.

Online reservation and payment conditions.

3.2. An agreement is concluded under suspensive condition between the landlord and the tenant regarding the holiday home to be booked that is offered on the website if:

- a. the tenant agrees to the rental and general terms and conditions of www.bluebay-exclusive.com.
- b. the tenant fills in all mandatory information on the online booking form.

3.3. Every request for a reservation made through the website is confirmed with an e-mail from the landlord to the tenant, which means that the reservation has been received and processed. This makes the reservation binding for the tenant.

3.4. Upon receipt of the reservation, it will be checked by the landlord for accuracy and availability. If the reservation is correct and the Villa is available, the tenant will receive a quote by e-mail stating in which period and at what price the Villa is available. The invoice is sent as an attachment.

3.5. The tenant must check the quotation as well as the invoice for correctness. Inaccuracies must be reported within 24 hours after receipt of the confirmation.

3.6. If the tenant agrees to the invoice, it must be paid immediately for 25% of the amount, excluding the deposit. And this within 5 days at the latest via one of the payment options stated on the invoice or in the accompanying e-mail. At the latest 60 days before the start of the rental period, the rest must be paid, including the deposit.

3.7. As soon as the payment of the advance has been irrevocably credited to the landlord's bank account, the suspensive condition, as referred to under 3.2. lapses, and the agreement is finally concluded.

3.8. If the advance of the invoice is not paid by the tenant within 5 days, no definitive agreement has yet been concluded and the landlord reserves the right to enter into an agreement for the Villa with another candidate tenant for the provisionally reserved period.

3.9. If the tenant has not received a confirmation of receipt by e-mail within 48 hours after sending, something may have gone wrong with the booking and the tenant must contact the landlord again by e-mail, in the absence of which the tenant will not invoke the reservation can be made.

3.10. The landlord will charge the deposit with the invoice. At the same time as payment of the balance of the rent, the deposit is due, no later than 60 days before the start of the rental period. Handing over of the key is done by a local representative.

Reservation by phone.

Reservations for the Villa cannot be made by telephone, as the entire reservation cycle is automated as much as possible. Of course you can contact the caretaker for further information.

USE

The agreement concerns the rental of an accommodation for recreational use. The Villa may only be used by the maximum number of people for which it is furnished. The inventory is geared to this. The landlord is entitled to refuse a booking, without stating reasons. The legal right of withdrawal (cooling-off period) does not apply to the agreement.

SECURITY DEPOSIT

The owner will charge the tenant a deposit of €650,-. This will be charged on the invoice and must be paid at the moment that the remaining amount of the rent becomes due, namely 60 days before the start of the rental. At the end of the agreement, the holiday home will be visited together with the local responsible for inspection.

The deposit will be transferred to the tenant's bank account after the agreed duration of stay within a period of 14 working days, after deduction of any costs caused by damage, defects and / or missing items or disproportionate use of energy. This deduction is reasonable and at the discretion of the owner.

RESERVATION FEES

In special situations, the tenant will be charged reservation costs per booking.

4. CANCELING OR AMENDING THE AGREEMENT

Cancellation by the tenant

4.1.1. The tenant is NOT entitled to cancel a booking after payment.

4.1.2. The tenant will take care of a cancellation insurance that the damage will be compensated to the landlord, in the event of force majeure or unforeseen circumstances as a result of which the tenant cannot fulfill the agreement.

Cancellation by the landlord

4.2.1. If the Villa is no longer suitable for rental and if this cannot be attributed to the landlord, (for example: due to flooding, fire, etc.).

b. if the Villa is no longer available (for example due to the sudden sale of the accommodation by the landlord, a double placed reservation or a bankruptcy of the lessor).

4.2.2. The landlord will immediately inform the tenant of this in writing, stating reasons.

4.2.3. The landlord will then, within 5 days after the notification of cancellation, refund the rent already paid, without any compensation, to the bank account of the tenant.

4.2.4. The landlord is never liable for the costs of any services reserved by the tenant himself (for example: airline tickets, car rental, boat crossing, bus trips, etc.).

4.3. Change of agreement

4.3.1. After the invoice has been drawn up, the tenant cannot request changes to the reservations made.

4.3.2. If a co-tenant from the travel group is unable to attend, the vacant place can be taken by another person, provided he meets all the conditions attached to the agreement.

4.3.3. If an extra co-tenant is added, additional costs may be involved.

4.3.4. When the tenant is unable to attend, the vacant space can be taken by someone else. In this case, the reservation will be taken over by this other person. For such a change, the conditions regarding "transfer of reservation" as included in articles 4.3.5 and 4.3.6 below apply.

4.3.5. If the reservation is taken over entirely by another group, the tenant can change the reservation, if the landlord allows this change. The landlord can refuse another group for reasons of his own and without stating reasons.

4.3.6. The following condition applies: the tenant notifies the landlord in writing of the takeover. The rent(s) already paid will be deemed to have been paid by the acquiring party. The transferring and acquiring party must arrange this mutually.

If the landlord refuses the other group, the landlord is not obliged to pay any compensation to the tenant, not even for the rent(s) already received.

5. RENTAL AND PAYMENT

25% of the invoice amount must be paid by the tenant within 5 calendar days after receipt thereof. as described in Articles 3.5 to 3.10. The balance of the invoice, plus the security deposit, must be paid no later than 60 days before the start of the rental period.

5.1. The prices quoted are per week, midweek or weekend. A request per night is possible, but at least for a period of 7 consecutive nights.

5.2. Unless otherwise agreed, the amount of the split invoice is:
- based on the rental price of the Villa applicable during the confirmation, including sales tax, the costs for final cleaning, the rental of bed linen, the deposit due and including any owed and agreed booking costs and excluding any additional costs, such as any additional costs for water usage and power consumption or bringing an assistance dog or guide dog for which an additional €45,- cleaning fee will be charged. Any tourist tax due is also not included in the invoice.

5.3. The exact information about the costs to be paid on site can be found on the website, whereby it is not excluded that between booking the Villa and the arrival on site the amount of these costs may have changed and / or that new government levies are in effect. The costs applicable at the time of arrival will be due. The landlord is not liable for these types of changes as they are beyond the landlord's control.

5.4. If the agreed payment term is exceeded, the tenant will be in default from the day that this term has expired, without any further notice of default from the landlord being required.

5.5. As soon as the tenant is in default, the landlord is entitled to cancel the agreement. In that case, the landlord does not owe any cancellation costs.

5.6. In case of later employment or premature termination of the stay in the holiday home, the full rent remains due.

6. ACCOMODATION, USE AND SMOKING PROHIBITION

Condition of the Villa and nature of use

6.1.1. The Villa is made available to the tenant in a well-maintained condition. If the tenant is of the opinion that this is not the case, he must report this immediately.

6.1.2. The tenant is obliged to carefully inspect and treat the rented property and the associated inventory. The tenant will leave the rented property in an orderly and broom clean condition upon departure. Crockery and accessories are returned clean and dry in the designated cupboard space. Moved furniture must be returned to its original location. All damage, defects or loss must be reported by the tenant to the local representative before departure.

6.1.3. If the Villa is not left clean or with damage to, for example, the inventory, part of or the total deposit, as referred to in Article, the deposit can be withheld.

6.1.4. The Villa may only be used for recreational purposes, unless explicitly agreed otherwise in writing. Recreational purposes do not in any case include the use of the Villa during the period that one or more of the users of that Villa performs or performs work, regardless of whether it is paid or unpaid and regardless of whether it takes place during employment or outside employment.

6.1.5. It is forbidden to smoke in the Villa, under penalty of a fine.

The Villa is equipped with smoke detectors. If this prohibition is violated, the local police will be called in. The Villa is a non-smoking zone. In case of violation of the smoking ban, the agreement will be terminated with immediate effect and access to the Villa for further stay will be refused.

In this case, the landlord is not obliged to pay any compensation to the tenant, not even for the rent(s) already received. In case of fire as a result of negligence, the tenant will be held liable for the damage.

The extra cleaning costs as a result of the violation of the smoking ban will be deducted from the deposit received.

6.2. Maximum people / visitors allowed

6.2.1. Use of the booked Villa with more than the maximum number of persons allowed for this property (including children) as stated on the website and in the booking confirmation is not permitted. In this case, the landlord can refuse the tenant to enter the Villa. He is not entitled to compensation in this respect.

6.2.2. It is not allowed to receive visitors or have them stay overnight without prior approval from the landlord.

6.2.3. The tenant bears full responsibility for all persons present in the holiday home during the agreement.

6.3. Closed rooms

It is not allowed to open closed rooms in the Villa.

6.4. Departure

When leaving the Villa, even for a short time, it must be completely closed. In the event of theft or loss as a result of failure to comply with this, the tenant will be held liable for the entire damage.

6.5. Arrival in and departure from the holiday home

Arrival and departure take place on the arrival and departure dates stated in the booking confirmation. The tenant can occupy the holiday home on arrival date from 4 pm. Departure must take place before 12 o'clock in the afternoon.

Upon arrival, the tenant himself checks whether the holiday home and the inventory are complete and undamaged. If anything is damaged or missing, the renter must report this to the local representative within 24 hours of arrival. He will do his utmost to repair or replace or supplement it.

The tenant must inform the local representative of the expected time of departure in good time. He will inspect the villa together with the tenant.

7. CHOICE OF HOLIDAY RENTAL

7.1. The tenant is responsible for the choice of a Villa that meets his wishes or requirements or those of his co-tenant(s).

7.1.2. The landlord can only advise the tenant in this regard and is not liable for an accommodation that is not sufficiently suitable and / or adapted.

8. PETS

Primarily, pets are NOT allowed in the Bono Beach Villa.

Since Bono Beach Villa is also accessible for the disabled, only one pet is allowed in this Villa if it is certified as an official assistance or guide dog and you inform us of this directly when booking on the website.

We charge €45,- on the invoice for extra cleaning costs if you bring an assistance dog. Bringing pets unannounced can be a reason for the lessor to refuse access to the accommodation. In this situation, the landlord is not obliged to pay any compensation and excludes any liability for compensation for damage suffered by the tenant, including repayment of the purchase price.

9. COMPLAINTS

9.1. Defects in the Villa found by the tenant must be reported by the tenant to the local representative of the landlord immediately and within 24 hours of their occurrence or discovery.

9.2. If the defect concerns a property or condition of the Villa attributable or not attributable to the landlord, as a result of which the Villa does not provide the tenant with the enjoyment that he could expect on the basis of the agreement, the landlord is obliged to repair the defect. The tenant must always give the landlord the opportunity to repair any defects.

9.3. If, in the opinion of the tenant, the complaint is not adequately resolved by the local representative of the landlord, the local representative will be in a situation as referred to in Article 9.2. to contact the landlord and mediate between the tenant and the landlord in order to try to find a solution.

9.4. Subject to the following restrictions, the landlord is liable to the tenant if the tenant has suffered financial damage as a result of an attributable failure by the landlord in the fulfillment of his obligations under the agreement.

9.5. Liability for damage and costs that the tenant may suffer in the exercise of his profession or business is excluded, except in the case of intent or gross negligence on the part of the landlord.

9.6. Without prejudice to the provisions of the preceding paragraphs of this article, the landlord's liability for damage other than caused by death or injury of the tenant is limited to a maximum of the rent paid, unless there is intent or gross negligence on the part of the landlord.

9.7. A complaint that has been submitted to the landlord and that has not been resolved to the satisfaction of the tenant, must be submitted to the landlord in writing and substantiated with photos and / or other evidence within 4 weeks after the date of departure from the villa.

9.8. Complaints that are submitted later will not be processed.

10. LIABILITY OF THE LANDLORD

10.1. The landlord is not liable for loss and / or theft (including money) damage to property, damage or injury caused to the tenant by whatever cause.

10.2. The use of all facilities and services in / at the Villa is entirely at the tenant's own risk.

10.3. The landlord is not liable for damage suffered because the rented accommodation does not meet the requirements or wishes of the tenant.

10.4. The landlord cannot accept any liability for unexpected (construction) activities in the vicinity of the reserved Villa, work on access and / or main roads, noise nuisance from neighbors, church bells, cars, trains or agricultural implements, nuisance from vermin and environmental problems in the vicinity. from the accommodation.

10.5. Obvious errors or mistakes on the website(s) do not bind the landlord.

10.6. The landlord is not responsible for the correctness of (photo) material provided and / or composed by third parties.

10.7. The website contains hyperlinks to other websites. The landlord is not responsible for these websites and accepts no liability whatsoever with regard to the legality, availability and accuracy of data from those websites. The content of these websites is never part of the agreement.

10.8. The tenant is deemed to be aware of local laws and regulations. The landlord is not liable for the consequences of any violation thereof by the tenant.

10.9. The landlord is in no way liable for damage that the landlord has been able to recover under an insurance policy taken out by him, such as legal liability insurance, travel insurance or cancellation insurance.

10.10. Without prejudice to the provisions of article 6, the landlord is free to provide the tenant with additional instructions about the use of the Villa and everything that goes with it.

Liability of the tenant

10.2.1. During the stay, the tenant is jointly and severally liable for damage caused to the Villa, the furnishings and all things belonging to the booked house, regardless of who caused the damage. In the first instance, the settlement of this damage must take place between the local representative and the tenant.

10.2.2. In case of incorrect use or incorrectly leaving the rented Villa behind, the costs will be passed on to the tenant.

10.2.3. If the damage has not been settled with the landlord's local representative, the landlord is entitled to hold the tenant liable for the damage suffered. All associated costs will be borne by the tenant, who is stated on the confirmation invoice.

11. PRIVACY

The personal details entered regarding the reservation will be used to process the reservation. If a change occurs in the information already provided, the tenant is obliged to immediately notify the landlord in writing.

The information entered will also be included in the landlord's customer database for the purpose of being used for communication between the landlord and the tenant regarding the reservation (for example, in connection with billing, sending the necessary information regarding the booking etc.).

If the tenant no longer wishes to receive information about the Villas after the stay in the Villa, the tenant can notify this by sending an e-mail via the website. In the context of the Personal Data Protection Act, we do not provide your personal data to third parties.

12. APPLICABLE LAW

12.1.1. Dutch law applies to agreements concluded, amended or supplemented on the basis of these general (rental) conditions, unless other law applies on the basis of mandatory rules.

12.1.2. Disputes regarding the agreement can only be submitted to a competent court in the Netherlands, unless it concerns a dispute in which the parties cannot choose a competent court; in that case, the court which is declared competent by law has jurisdiction.

13. DISSOLUTION OF THE AGREEMENT

13.1. The landlord is entitled to immediately terminate the agreement in writing by e-mail and to demand the immediate eviction of the Villa, if the tenant seriously neglects his duty of care for the Villa, if he has more or other persons and / or animals in the house than allowed under the agreement, or if he causes damage to the Villa, if he causes nuisance, or otherwise fails to fulfill his obligations as a good tenant. In such a case, the tenant is not entitled to a refund of (part of) the rent and the tenant is obliged to compensate the damage suffered by the landlord as a result of the tenant's acts or omissions.

13.2. If the landlord cannot deliver the Villa due to circumstances that cannot be attributed to him, the landlord is entitled to dissolve the agreement. In that case the tenant will get his rent back, but is not entitled to any compensation for costs or damage.

14. FINAL PROVISIONS

14.1. The tenant is not permitted to sublet the holiday home or otherwise give it to third parties or make it available.

14.2. If the landlord invokes or deviates from any provision of the general (rental) conditions in any case, this does not mean that he will no longer be able to rely on these general (rental) conditions in the following cases.

14.3. If any provision in these general terms and conditions proves to be invalid, the other terms and conditions will remain in force and the invalid article will be considered such that it is in accordance with the apparent intentions of the parties involved.