



VILLA SARI

General Rental Terms and Conditions property “Villa Sari”, Kaštelir.

ARTICLE 1. General

Landlord

Family A. Wijbenga, E-mail: info@villasari.de, website: <https://villasari.de>

Tenant: the other party of the landlord.

Rental agreement

The contract which arises by payment of the rent by the tenant to the landlord for the period to which this rent relates whereby the landlord undertakes towards his other party to provide accommodation in an apartment of landlord located in Kaštelir, Croatia, Rojci 45. Exclusively intended for vacation accommodation, to be occupied by a maximum of 8 people.

The amounts stated in these conditions apply, as far as applicable, including VAT.

ARTICLE 2. Establishment of rental agreement

A rental agreement is established by payment of the rental sum or part thereof by the tenant to the lessor for the period to which this rental sum relates, whereby the lessor undertakes towards his other party to provide accommodation in the house of the lessor located in Kaštelir, Croatia, Rojci 45. By payment of tenant to landlord he declares his agreement with these General Rental Conditions.

Tenant will provide necessary data concerning himself and other users of the accommodation to the landlord before the conclusion of the contract and its execution.

ARTICLE 3. Payment

At the conclusion of the agreement an amount (down payment) equal to 30% of the rent must be paid. The remainder of the rent must be in the possession of Lessor no later than 6 weeks before the start date of the rental period. If a last-minute booking is made (within 6 weeks of the departure date), the entire rent is due immediately. If tenant is in default of payment at that time, this is considered an extrajudicial dissolution of the rental agreement. The parties set the damage that the lessor suffers as a result of this at the entire rental sum.

ARTICLE 4. Use/Cancellation

The tenant is not permitted to (sub)rent or give the rented property in whole or in part to others. The tenant may be substituted without written permission from the landlord. If the tenant is prevented from doing so, the landlord may request and authorize a third party to take his place as tenant. In that case, a new written rental agreement must be made, in which (down)payment will not be returned and counts as down)payment of the new rental agreement. No more persons than stated in the rental agreement may stay in the house. If this number is exceeded, the person arranging the reception will deny access to the additional persons.

If an agreement is cancelled, a cancellation fee will be payable by the tenant.

- For cancellation up to 6 weeks before the day of arrival 30% of the rent.
- At later cancellation 100% of the rent.

If the lessee has booked through an organization, other than the lessor, where other cancellation terms and regulations have been declared applicable, the latter shall prevail.

If the lessee is unable, unwilling or unable to accept the rented property on the agreed date, he must notify the lessor immediately. A telephone notification must be confirmed in writing by the tenant.

ARTICLE 5. Obligations Tenant

Tenant is obliged to use the rented property properly and to leave it in good condition, neat and tidy again. The key of "Villa Sari" is provided by the managers on loan to tenant. The key remains the property of landlord, In case of loss, theft or any other way of losing a key, tenant o will owe a revocable amount of Euro 250,-- per key.

Arrival and Departure

Unless otherwise agreed in writing, arrival is between 16.00 and 21.00 hours. Tenant shall timely inform the caretakers of the expected time of arrival.

On the day of departure "Villa Sari" must be handed over in good condition before 10.00, Final cleaning will be done by the caretakers.

ARTICLE 6. Damage

Tenant is liable for the damage to the house and outside premises, including the damage to or loss of (part of) the inventory, caused during the rental period, unless tenant can make it plausible that the damage cannot be attributed to him, his family members or guests.

ARTICLE 7. Obligations Landlord

Landlord is obliged to make "Villa Sari" available to Tenant in good condition on the agreed date and time. Landlord is not liable for defects caused by force majeure situation such as strike of utilities or natural disasters. If landlord is liable then it will be limited to the amount of the rent already paid by the tenant. The use of the house and associated areas inside and outside is at your own risk, Landlord is not liable for accidents. Landlord is liable for damage, theft and/or loss of personal property, as a result of possible burglary.

ARTICLE 8. Complaints

Landlord accepts no liability for damages covered by travel and/or cancellation insurance. An observed shortcoming in the performance of the agreement must be reported as soon as possible to the administrators of landlord, so that he can make an appropriate solution. If too shortcoming is not resolved within a reasonable time and detracts from the quality of the rental, it must be reported to the lessor without delay. If even then the deficiency has not been satisfactorily resolved and gives rise to a complaint, the tenant must report it to the landlord as soon as possible in writing, giving reasons. Landlord shall, in the event that the complaint is upheld, to be assessed by landlord, provide tenant with compensation, which shall consist of a discount on a future rent.

ARTICLE 9. It is not allowed

- Pets to stay in the home,
- To barbecue, stone grill or fondue in the home.
- Smoking in the house and associated areas, such as entrance.

ARTICLE 10. Interest and collection costs

he hirer who has not fulfilled his financial obligation to the lessor on time shall be liable for interest on the amount still owing at a rate of 1% for each month or part of a month of delay. Furthermore, he shall be obliged to pay extrajudicial collection costs equal to 15% of the amount claimed, with a minimum of Euro 250,--,

ARTICLE 11. Dutch Law and Domicile

This agreement is governed by Dutch law. The parties elect domicile at the address of the lessor, Mr. A. Wijbenga, Holtropweg 26, 8651 CP, IJlst, the Netherlands.
gelijk aan 15% van het gevorderde, met een minimum Van Euro 250,--,