

GENERAL TERMS AND CONDITIONS

KNIPPENGA ESTATE



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Definitions

In these General Terms and Conditions capitalised terms and expressions shall, except where the context otherwise requires, have the meanings as set forth herein below.

“Advance Payment”	shall have the meaning ascribed thereto in Clause 3.1;
“Agreement”	shall have the meaning ascribed thereto in Clause 2.2;
“Booking Confirmation”	shall have the meaning ascribed thereto in Clause 2.2;
“Claim”	shall have the meaning ascribed thereto in Clause 12;
“Client”	shall mean a person having made a reservation request in accordance with the terms hereof;
“General Terms and Conditions”	shall mean the terms and conditions set forth herein;
“Knippenga Estate”	shall mean the owner of the applicable Property;
“Lease Commencement Date”	shall have the meaning ascribed thereto in Clause 2.2;
“Lease Termination Date”	shall have the meaning ascribed thereto in Clause 2.2;
“Property”	shall mean the property as referred to in the booking confirmation sent to the Client by or on behalf of Knippenga Estate;
“Rent Amount”	shall have the meaning ascribed thereto in Clause 2.2;
“Reservation Request”	shall have the meaning ascribed thereto in Clause 2.1;

“ Security Deposit ”	shall have the meaning ascribed thereto in Clause 4.1;
“ Term ”	shall mean the period between the Lease Commencement Date and the Lease Termination Date, or any shorter term pursuant to Clause 13 (<i>early Termination</i>).

2 **Reservation and Booking**

2.1 Each reservation request shall be made in writing via e-mail to villarentcaribbean@gmail.com or alternatively through the relevant communication channels provided by the applicable external booking platform (e.g. www.villarentcaribbean.com, www.tripadvisor.com, www.zoover.nl, etc.) (the “**Reservation Request**”).

2.2 A Reservation Request made by or on behalf of the Client shall be deemed confirmed subject to:

(i) Knippenga Estate having sent an e-mail to the Client setting forth, among other things, (a) the scheduled arrival date (the “**Lease Commencement Date**”) and the scheduled departure date (the “**Lease Termination Date**”), (b) the agreed rent (the “**Rent Amount**”), and (c) the General Terms and Conditions (the “**Booking Confirmation**”); and

(ii) Knippenga Estate having received the Advance Payment or, if applicable, the Rent Amount, in accordance with the General Terms and Conditions.

2.3 The Booking Confirmation, the Advance Payment, and, if applicable, the Rent, shall together constitute conclusive evidence of an agreement having been made between the Client and Knippenga Estate whereby Knippenga Estate agrees to let the Property and the Client agrees to rent the Property, all as per the booking details set out in the Booking Confirmation (the “**Agreement**”).

- 2.4 The General Terms and Conditions shall constitute an integral part of the Agreement and shall be deemed accepted by the Client upon the Agreement having been made. It is acknowledged and agreed that the following terms and conditions shall not apply to bookings made via www.tripadvisor.com: Clause 3 (*Payment*), Clause 5 (*Security Deposit*) and Clause 7 (*Cancellations*).

3 **Payment**

- 3.1 An advance payment equal to 25% of the Rent Amount shall become due and payable by the Client within five (5) calendar days after date on which the Booking Confirmation shall have been sent by Knippenga Estate to the Client (the “**Advance Payment**”). For the avoidance of doubt, it is any Advance Payment having been made may be set-off against the Rent Amount.
- 3.2 Without prejudice to Clause 3.1, the Rent Amount (less any Advance Payment having been made pursuant to Clause 3.1, as the case may be) and the Security Deposit shall become due and payable by the Client on the fourteenth (14th) calendar day prior to the scheduled Lease Commencement Date.
- 3.3 Notwithstanding Clause 3.1 and 3.2, where a Reservation Request shall have been made less than fourteen (14) calendar days prior to the scheduled Lease Commencement Date, the Rent Amount and the Security Deposit shall become due and payable by the Client upon the Booking Confirmation having been sent by Knippenga Estate to the Client.
- 3.4 Any Payments due pursuant to the Agreement and/or the General Terms and Conditions shall be made via wire transfer into the bank account as advised by Knippenga Estate in writing.

4 **Rent**

- 4.1 Incidental costs (such as water, electricity and gas) are included in the Rent Amount.

4.2 Linen service (i.e. providing of towels and bed linen) is included in the Rent Amount on the basis that towels and bed linen will be replaced every other day, unless expressly agreed otherwise between the Client and Knippenga Estate, in which case additional charges may apply.

4.3 Ancillary costs (e.g. laundry service, catering, transportation, etc.) are not included in the Rent Amount and will be due and payable upon arrival, unless expressly agreed otherwise between the Client and Knippenga Estate.

5 **Security Deposit**

In addition to the Rent Amount, a security deposit in the amount of USD 100,- per day during the Term shall be required (the “**Security Deposit**”). Knippenga Estate shall have the right to set-off any Claims against the Security Deposit, in each case without prejudice to Clause 11 (*Liability and Indemnity*). Save in the event of any Claims, the Security Deposit shall be returned by Knippenga Estate to the Client within ten (10) calendar days after the scheduled Lease Termination Date.

6 **Booking Period**

The minimum booking period will be 24 hours. For organisational reasons, the Property will be reserved from 12:00 pm on the scheduled Lease Commencement Date.

7 **Handover**

7.1 Check-in and check-out shall occur at 12:00 pm on the scheduled Lease Commencement Date and the scheduled Lease Termination Date, respectively.

7.2 Upon check-out Knippenga Estate shall perform a final inspection of the Property.

8 **Cancellations**

- 8.1 No cancellation fee shall be due in case of cancellations made at least three (3) months prior to the scheduled Lease Commencement Date.
- 8.2 Upon cancellations having been made less than three (3) months (but more than fourteen (14) calendar days) prior to the scheduled Lease Commencement Date, a cancellation fee equal to the Advance Payment shall be due and payable by the Client to Knippenga Estate.
- 8.3 Upon cancellations having been made within fourteen (14) calendar days (or less) prior to the scheduled Lease Commencement Date, a cancellation fee equal to the Rent Amount (less any Advance Payment having been made, as the case may be) shall become due and payable by the Client to Knippenga Estate.
- 8.4 Knippenga Estate shall have the right to set-off any cancellation fee due pursuant to Clause 8.2 and 8.3 against any Advance Payment and/or Rent Amount received by it.

9 **Occupancy**

No more than eight (8) persons, or, in the event of individual room bookings, two (2) persons per room booked, shall be permitted on the Property at any time during the Term, all of whom shall comply with these General Terms and Conditions.

10 **Unavailability of Property**

In the event the Property shall not be available for use during the Term due to reasons, events or circumstances beyond the reasonable control of Knippenga Estate, Knippenga Estate will apply good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value and that meets the reasonable satisfaction of the Client. In the event that any such replacement property can reasonably not be found and made available, Knippenga Estate shall

immediately return all payments made by the Client, whereupon the Agreement shall be deemed terminated and neither the Client nor Knippenga Estate shall have any further obligations or liabilities in any manner pertaining to or arising out of the Agreement.

11 **Covenants**

During the Term, the Client shall, and shall ensure that any person using the Property shall:

- (i) use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times;
- (ii) refrain from making loud noises and shall not disturb, annoy, or endanger neighbours;
- (iii) not use the Property for any immoral, offensive or unlawful purposes; and
- (iv) not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not authorised guests of the Client, in each case without prejudice to Clause 9 (*Occupancy*).

12 **Liability and Indemnity**

12.1 The Client shall on first demand indemnify, protect, save and hold harmless Knippenga Estate (including any employees, officers or representatives of Knippenga Estate) against any and all claims, liabilities, damages, losses, out-of-pocket costs, expenses and disbursements (including reasonable legal fees and expenses) of whatsoever kind and nature (the “**Claims**”) imposed on, incurred by or asserted against Knippenga Estate (including any employees, officers, contractors, or representatives of Knippenga Estate) and arising out of (i) the Client’s breach of any provision of the Agreement (including these General Terms and Conditions), and (ii) anything otherwise done or omitted by or on behalf of the Client in connection with the Agreement, including without limitation the use of the Property.

12.2 The use by the Client (including any authorised guest or other invitees of the

Client) of the Property (including any and all facilities or amenities at, near or adjacent to the Property) shall be deemed at such person's own initiative and at the Client's own risk and responsibility. Accordingly, Knippenga Estate accepts no risk or liability for any damages, injuries or death caused or sustained by any such person and the Client (including any authorised guest or other invitees of the Client) shall be deemed to have irrevocably and unconditionally waived and released its right (if any) to claim any damages from Knippenga Estate (including any employees, officers or representatives of Knippenga Estate) in connection with the same.

13 **Termination**

- 13.1 The Agreement shall terminate upon expiry of the Term.
- 13.2 The Agreement may be terminated early by Knippenga Estate without any liability on its part in case of any breach by or attributable to the Client of the terms of the Agreement (including these General Terms and Conditions).

14 **Miscellaneous**

- 14.1 A termination of the Agreement shall not affect either the Client's or Knippenga Estate's outstanding rights and obligations that have accrued thereunder prior to such termination becoming effective, as the case may. The Client and Knippenga Estate shall use their respective reasonable efforts to minimize the potential adverse effects of the termination. Any termination of the Agreement shall be without prejudice to any rights or remedies available to either the Client or Knippenga Estate with respect to any breach of the Agreement (including these General Terms and Conditions), subject to the limitations specified herein, as the case may be.
- 14.2 The Agreement may not be assigned, wholly or in part, by the Client to any third party without the prior written consent of Knippenga Estate.
- 14.3 The provisions of the Agreement (including these General Terms and Conditions) shall not be amended or modified otherwise than by an instrument in writing executed by the Client and Knippenga Estate.

15 **Governing Law**

- 15.1 The Agreement (including these General Terms and Conditions) shall in all respects be governed by and interpreted in accordance with the laws of The Netherlands including all related non-contractual matters and all matters of construction, validity and performance applicable to contracts made and to be performed therein.
- 15.2 All disputes arising out of or in connection with the Agreement (including these General Terms and Conditions) shall be submitted to the exclusive jurisdiction of the district court (*rechtbank*) of Amsterdam.