

Accommodation agreement Villas & Residences, curated by Oostwegel Collection

Guests confirming bookings accept the below terms and conditions.

1. This Agreement is between the Guest named on the Booking Summary (“you”) and the homeowner (“the Homeowner”) of the accommodation as detailed in the Booking Summary (“the Accommodation”). The Homeowner is the owner of the Accommodation or the person who is duly authorised to arrange rentals of the Accommodation. This Agreement details the terms and conditions which apply between you and the Homeowner relating to your rental of the Accommodation.
2. Villas & Residences, curated by Oostwegel Collection (“V&R”) is the Homeowner’s agent for the purpose of this Agreement but is not the Homeowner. Please note that this Agreement is between you and the Homeowner.
3. This Agreement is a licence to occupy the Accommodation during the agreed period as set out in the Booking Summary (“Rental Period”). You are not a tenant of the Accommodation and you have not been granted exclusive possession of the Accommodation. You are renting the Accommodation under a licence of occupation.

Booking and Cancellation

4. The Booking Summary which you have accepted is not a booking confirmation, the Accommodation will be booked for the Rental Period upon dispatch of a Confirmation of Booking and the Homeowner is not obliged to make the Accommodation available, nor is a binding contract in place, until such time as the Confirmation of Booking has been sent to you by email.
5. On dispatch of the Confirmation of Booking you will be liable to pay the fees due in full and V&R will collect a prepayment for an amount as set out in the Booking Summary (which may be the entire amount of the fees due).
6. Unless otherwise specified in the Booking Summary the following cancellation policy will apply. Bookings are non-refundable. This means that upon Confirmation of Booking you have to pay all the fees due and no refunds apply upon cancellation. If you do decide to cancel you will be liable to pay 100% of the full accommodation rental fees as set out in the Confirmation of Booking (“Accommodation Fees”) for the entirety of the Rental Period (and you authorise V&R to deduct such sums from the credit or debit card details which you supplied when making the booking).
7. The Homeowner is not entitled to cancel a booking once a Confirmation of Booking has been sent. However there may be circumstances beyond the reasonable control of the Homeowner or emergencies in which the Accommodation is unavailable for all or part of a Rental Period and in those exceptional circumstances we will do what we can to assist and the Homeowner will arrange (through V&R) for suitable alternative accommodation during the Rental Period (which will, if possible, be of comparable quality and character and may be 4 star hotel accommodation within 5 kilometres of the location of the Accommodation). If alternative Homeowner accommodation is available then your contract with the Homeowner may be terminated and V&R will arrange for a new agreement entered into with a new Homeowner or Accommodation.
8. Each Accommodation Agreement represents a contract to occupy a given property on given dates (subject to clauses 6). Any variation of dates or accommodation will amount to a cancellation of a booking, unless the Homeowner or V&R agree otherwise.
9. In the event that the Accommodation becomes unavailable during the Rental Period and in the event that you do not accept any suitable alternative accommodation which is offered to you in accordance with Clause 7 then you are entitled to cancel the booking and the relevant proportion of any amounts paid will be refunded to you, but neither the Homeowner or V&R will be liable to you for any further amounts in respect of the cancellation of the booking.

Fees and Charges

10. You agree to pay the Accommodation Fees as set out in the Booking Summary without deduction you also agree to discharge the cost of any damage to the Accommodation or contents and to pay any fees in relation to overstaying.
11. The Accommodation Fees set out in the Booking Summary are for rental of the Accommodation only. No additional concierge or other services which you book through V&R are included
12. By accepting these terms you agree to pay the Accommodation Fees in full and you authorise V&R to collect the full amount referred to in the Booking Summary immediately. On commencement of the Rental Period the remainder of the Accommodation Fees will be taken by V&R check-in staff. If you fail to turn up to a booking or check-in then for the avoidance of doubt you will be responsible for the entire Accommodation Fees for the booking (and you hereby authorise V&R to deduct such sums from the credit or debit card which you supplied when making the booking).
13. All fees and charges will be collected by V&R on behalf of the Homeowner (unless otherwise agreed upon with the Homeowner) and will be inclusive of VAT (BTW in Dutch).

Security Deposit

14. You need to pay a security deposit in the event of any damage to the Accommodation or its contents or in the event of late check-out or overstaying. The Homeowner will be entitled to make deductions from the security deposit through V&R.
15. When you have checked out on time and there is no damage to the Accommodation you will get a refund of the security deposit on the credit-or debit card or bank account number (which may be different to the details which were supplied when booking)

Check-Out

16. The check-out time at the Accommodation is as stated in the Booking Summary. Unless you have agreed a late check-out with V&R or a further period of rental then you will be responsible for a full day's Accommodation Fee for any overstaying. If you overstay by more than 2 hours then we reserve the right to enter the Accommodation, remove your belongings, change the locks to the Accommodation and take such further action as may be necessary (and we will charge you for the costs of any such action) you will also be liable for an additional fee of €2000 per day (or part thereof) for any unauthorised overstaying.

Safety and Conduct

17. You have primary responsibility for your own safety during your stay at the Accommodation. You must read any fire or health & safety guidance which is provided to you and you must listen to any instructions or explanations which are provided by V&R check-in staff and/or the homeowner/host of the Accommodation when showing you around the Accommodation.
18. If you become aware of anything during your stay which you believe is a health & safety risk you must inform V&R immediately.
19. You must comply with any building regulations and House Rules and any reasonable directions of the Homeowner/Host or V&R. The House Rules will be supplied to you upon confirming your booking.
20. V&R will not tolerate any verbal or physical abuse towards any of its staff or representatives.
21. You may not allow any person other than the person named in the Booking Summary to occupy the Accommodation at any time together with such number of additional guests as may be specified in the Booking Summary. This Agreement is personal to you and may not be transferred to any other person. The Homeowner will not allow any person other than the person named in the Booking Summary to access or occupy the Accommodation during the Rental Period.
22. The Accommodation information specifies the maximum permitted number of guests who are authorised to stay in the Accommodation. If you allow more than the maximum number of people to occupy or stay in the Accommodation the rental may be terminated immediately and you will be liable to pay a supplement of up to €500 per night in respect of each unauthorised guest and the rental may be terminated immediately.

23. In addition to complying with the House Rules and all reasonable directions you also agree that you will:
- keep the Accommodation clean, tidy and clear of rubbish and leave the Accommodation in the same condition as you find it;
 - not keep or take any pets or animals into the Accommodation (unless otherwise agreed with V&R and specified in the Booking Summary);
 - not do anything that will or might constitute a breach of any consents in relation to the Accommodation or which will or might be in breach in whole or in part any insurance effected in respect of the Accommodation from time to time;
 - if the Accommodation is part of a building or complex with common parts, not obstruct or leave any objects or waste in any common parts;
 - not leave any obstruction outside of the Accommodation;
 - not take any property, belongings or personal effects at the Accommodation;
 - not to move any furniture from its original position and/or room within the Accommodation;
 - not to do or permit to be done on the Accommodation anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Homeowner or to tenants or occupiers of the building or any owner or occupier of neighbouring property including (but not limited to) playing loud music or musical instruments, dancing, entertaining at the Accommodation or moving furniture;
 - not conduct any illegal or immoral activity from the Accommodation;
 - not conduct any business or commercial activity whatsoever from the Accommodation;
 - not make any alteration or addition whatsoever to the Accommodation or its contents;
 - not use the Accommodation for any purpose other than for personal accommodation;
 - not invade the privacy of the Homeowner nor publish or reveal anything which might allow a third party to identify the address of the property or the identity of the Homeowner (even if such information is already in the public domain).
24. You acknowledge that the Accommodation is a home and you agree not to access any cupboard or drawers which have been sealed with tamper tape and you agree to pay a fixed charge as set out in the House Rules for any breach of any tamper tape.
25. You hereby indemnify the Homeowner in respect of any costs, claims, liabilities or expenses suffered or incurred by the Homeowner (or their agents) in respect of any breach of this clause.

Property Damage

26. V&R recommends that you hold personal insurance for accidental damage and personal liability.
27. If on arrival at the Accommodation you discover anything is missing or damaged then this must be reported to V&R immediately otherwise it will be presumed that the damage/loss was caused by you and a charge will be made.
28. You must notify V&R of any damage to the Accommodation, contents fixtures or fittings which occurs during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.
29. If you do declare any damage then you are responsible for full replacement.
30. Any deductions for property damage will be taken from the credit or debit card you have supplied and/or on which we have pre-authorized an amount as a security deposit but for the avoidance of doubt you will be liable for the full amount of any damage and not just the amount pre-authorized by way of deposit.

Liability and Claims

31. Any claims made by you under this Agreement must be made initially through V&R. V&R has the authority to negotiate and settle claims on behalf of the Homeowner but is in no way liable for any financial damages or death or personal injuries of you: the guests.
32. The Homeowner will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this Agreement, the Accommodation or the rental (whether such loss arises as a result of the Homeowner's negligence or otherwise). This also includes any compensation for noise, inconvenience or nearby construction.

33. The Homeowner's liability for all losses will be limited to the cost of obtaining replacement accommodation for the agreed Rental Period or the amount of the Accommodation Fees and charges payable by you.
34. The Homeowner and V&R are not liable for death or personal injury of you; the guests.

Comments / Complaints

35. Every reasonable care will be taken to ensure that the Accommodation is presented to you to a high standard. Should you find on arrival that there is a problem, or cause for complaint, you should immediately refer this to the V&R representative on arrival or contact V&R. Reasonable steps will be taken to assist you.
36. The Homeowner acting through V&R is committed to ensuring that any problems or complaints you may have whilst at the Accommodation are resolved efficiently and promptly, but as such we must be given the opportunity to do so. Any failure to notify V&R immediately or refusal of reasonable rectification may affect your right to compensation.
37. You must be contactable on the phone number provided so that V&R en/or the Homeowner can communicate with you about the problems or complaints. You must not independently move to other accommodation without first allowing the Homeowner (acting through V&R) the reasonable opportunity to assist in resolving the complaint or problem. If you do so, or refuse reasonable rectification, this may affect your right to any compensation.
38. You must formally confirm any unresolved complaint in writing by email to V&R within 28 days of the end of your Rental Period.

General

39. You agree that you have the power to enter into this Agreement.
40. You agree that V&R shares your contact information with the Homeowner so that the Accommodation can be prepared for your requests and, when necessary, you can be contacted during your stay.
41. You will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which you owe to the Homeowner against any amounts that may be owed to you.
42. The Homeowner will be entitled to sub-contract or delegate their obligations under this Agreement.
43. The Homeowner will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.
44. Save in the case of fraud these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
45. The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
46. These conditions are governed by and construed in accordance with the laws of The Netherlands.
47. If you breach these terms and conditions and the Homeowner decides to take no action or neglects to do so, then the Homeowner will still be entitled to take action and enforce their rights and remedies for any other breach.