

TERMS AND CONDITIONS

In case of any disputes, the Dutch text will be the official one to which everything will be handled against.

Article 1: Definitions

These terms and conditions mean by:

- a. vacation accommodation: bungalow, apartment, villa, etc.
- b. Royal Tervis Properties: the company that puts the vacation accommodation at the disposal of the tenant;
- c. tenant: the person who concludes the agreement on the site with Royal Tervis Properties;
- d. third party: any other party not being the tenant and/or his fellow tenants;
- e. agreed price: the remuneration that will be paid for the use of the vacation accommodation; any and each item that is not included in the price must be mentioned and this based on a price list;
- f. information: data provided in writing or digitalized on the use of the hired accommodation, its facilities and the regulations regarding a stay;
- g. cancellation: termination in writing of the agreement by the tenant, before the commencement date of the stay.

Article 2: Contents agreement

1. Royal Tervis Properties puts at the disposal of the tenant the agreed accommodation, and this for holiday purposes and therefore not for permanent habitation, for the agreed period and the agreed price;
2. Royal Tervis Properties shall be obliged to provide the tenant in advance with the written information on the basis of which this agreement has also been concluded. Royal Tervis Properties shall always inform the tenant in time in writing of changes therein.
3. In the event that the information deviates considerably from the information provided at the conclusion of the agreement, then the tenant shall be entitled to cancel the agreement without any costs. The responsibility that correct information is provided is the responsibility of the owner.
4. The tenant shall be obliged to observe the agreement and the information belonging thereto. He shall see to it that fellow tenants and/or third parties visiting him and/or staying with him shall also observe the agreement and the information belonging thereto. Additional arrangements to these general conditions can be made if provided in writing to the tenant.
5. When making the first down payment the tenant automatically agrees to the terms and conditions.

Article 3: Duration and expiry of the agreement

The agreement shall expire by operation of law when the period of time agreed has passed whereby notice being given shall not be required, or, because of ignoring these terms and conditions. The contract is prematurely stopped without any right of the tenant to any kind of restitution as mentioned in article 9.

Article 4: Price and price change

1. The price shall be agreed upon on the basis of the rates then applicable, rates that have been determined by Royal Tervis Properties.
2. In the event that, after determination of the agreed price, because of an increase of the financial burden on the side of Royal Tervis Properties, additional costs arise as a consequence of a change in expenditure and/or levies that relate directly to the accommodation, then these may be passed on to the tenant, and this also after the conclusion of the agreement.

Article 5: Payment

1. The tenant must settle his payments in euros, unless differently agreed upon, thereby observing the periods of time agreed upon.
2. Each booking order is confirmed by us by means of a reservation confirmation.
3. The payment should be made by payment to the bank account stated on the reservation form. In case the transfer is not received within the period of seven days then the operator has the right to cancel the reservation without notice. All amounts paid are non-refundable.
4. If the tenant, despite prior written notice, did not fulfil his payment within two weeks after the letter of formal notice, then Royal Tervis Properties has the right to immediately terminate the agreement, without prejudice, with Royal Tervis Properties being in title of the full payment of the agreed price. The 30 % deposit needs to be made within 3 working days after reception of the confirmation of the booking and needs to be on our account within 1 week after confirmation. The same time-frame applies to payments with Paypal. The outstanding amount of 70 % needs to be paid 6 weeks before arrival at your vacation property. A reminder will be sent out after 5 weeks so that any payment of the outstanding amount is completed 4 weeks before arrival. If a payment is not received 3 weeks before arrival, Royal Tervis Properties has the right to cancel the reservation without any refund of any already paid amount. The client/tenant needs to obey the agreed payment deadlines mentioned here above and has no right to deviate from them by his own decision. This way Royal Tervis Properties can keep its promises to the owner.
5. In the event that at the day of arrival Royal Tervis Properties is not in possession of the total amount owed, then he shall be entitled to deny the tenant access to the grounds, notwithstanding the right of Royal Tervis Properties to demand full payment of the agreed price.
6. Any and all extrajudicial costs reasonably made by Royal Tervis Properties, after having given notice of default to the tenant, shall be at the expense of the latter. In the event that the total amount has not been paid in time and after a demand for payment has been made in writing, then the interest percentage statutorily laid down shall be charged on the amount still outstanding.

Article 6: Cancellation

1. Cancellations must be made by telephone and confirmed to us in writing enclosing the booking so that the cancellation confirmation can be sent to the tenant.
2. In case of cancellation the tenant shall pay a remuneration to Royal Tervis Properties. This remuneration shall amount to:
 - in case of cancellation within 60 days before the commencement date, 50% of the agreed price;
 - in case of cancellation within 40 days before the commencement date, 100% of the agreed price;.
3. The remuneration shall pro rata be repaid after deduction of administrative costs in the event that the accommodation is reserved for the same period or part thereof by a third party on the recommendation of the tenant and with the written consent of Royal Tervis Properties.
4. When beyond the control of Royal Tervis Properties the rental is immediately stopped by the owner, ex. because of the sale, Royal Tervis Properties has this to offer an acceptable alternative. This can range from a similar property within a distance of max. 500 m. If the tenant does not agree, he is entitled to a full refund.

Article 7: Use by third parties

1. The accommodation may only be used by third parties in the event that Royal Tervis Properties has granted written consent.
2. The consent given may be accompanied by terms and conditions which will then have to be put down in writing in advance.
3. When staying at the vacation accommodation with more than allowed people, it is possible that or an extra fee is asked or the deposit can be deducted or even termination of the agreement is possible. With staying is also meant when more than the allowed people are present during the stay of consecutive days, even when people are not staying to sleep. A visit is of course

allowed, but a stay during the day for consecutive days is not allowed without the permission of Royal Tervis Properties. These extra people are seen as extra tenants which is not allowed.

Article 8: Premature departure of the tenant

The tenant shall then owe the full price for the agreed period on the basis of the rates then charged.

Article 9: Premature termination by Royal Tervis Properties and eviction because of attributable shortcoming and/or unlawful act

1. Royal Tervis Properties may cancel the agreement with immediate effect:

– In the event that, in spite of prior written warning, the tenant, fellow tenant(s) and/or third party/parties does not/do not or not adequately observe the obligations laid down in the agreement, the information belonging thereto and/or government regulations and this to such a degree that according to criteria of reasonableness and fairness, Royal Tervis Properties cannot be required to continue the agreement;

– In case of misconduct by the tenants.

– Vacationhomes are not rented to youngster under 25 years. Access will be denied by Royal Tervis Properties or the keyholder of the property when this is determined without any compensation or retribution.

– In the event that, in spite of prior written warning, the tenant causes inconvenience for Royal Tervis Properties and/or fellow tenants or spoils the good atmosphere on or in the close vicinity of the grounds;

– In the event that, in spite of prior written warning, the tenant acts in violation of the destination of the grounds by using the grounds and/or the camping means in a certain manner;

2. After cancellation, the tenant must see to it that his site and/or camping means is vacated and the grounds are left as soon as possible, however, within 4 hours at the latest.

3. The tenant shall in principle remain under the obligation to pay the agreed rate.

Article 10: Legislation and regulations

1. The owner of the accommodation makes sure that at any time before the holiday, both in-and external, all environmental and safety requirements are fulfilled. Royal Tervis Properties cannot be held responsible.

2. The tenant is obliged to follow all safety regulations in the field strictly. He shall also ensure that co-maker (s) and / or third party(ies) who visit him and / or staying with him strictly observe the safety regulations on site.

Article 11: Maintenance and construction

1. The tenant is obliged to keep the accommodation and the immediate area, during the term of the contract, in the same condition as the tenant received it.

2. It is to the tenant, co-tenant and/or third party not allowed to dig, to chop trees, to prune bushes or carry out any other activity of similar nature at the premises.

Article 12: Liability + insurances.

1. We advise the tenant to take out a travel- and cancellation insurance. These can be booked through our website. A damage insurance is compulsory and costs € 6.95 per file + 1.81% of the rent. This way you are insured from € 25, - to € 2500, - . This way most discussion can be avoided in case of any damage.

2. Royal Tervis Properties shall not be liable for any accident, theft, damage or loss on his grounds, in any form, of the tenant on the premises of the vacation accommodation, neither the garden, nor the (common) swimming pool.

3. Royal Tervis Properties shall not be liable for any consequences of extreme weather influences or any other form of circumstances beyond his control.

4. Royal Tervis Properties is not responsible for any construction nuisance encountered during the stay. Pictures shown on the website are snapshots (pictures of the moment) and effects of constructions afterwards cannot be recovered from Royal Tervis Properties.

5. The tenant shall be liable for any loss or damage caused by his actions or failure to act, by those of his fellow tenant(s) and/or third party/parties or their failure to act, and this in so far as this concerns loss or damage that may be attributed to the tenant, his fellow tenant(s) and/or third party/parties. Any damage to property or contents must be reported within two days after arrival.

6. Royal Tervis Properties shall be obliged to take suitable measures after the tenant has reported nuisance caused by other tenants.

7. Tenants may not cause noise pollution for the environment. They should respect the tranquillity of the surroundings at all times. In any case, between 22.00 and 08.00 to be taken into account with the night rest of the neighbours.

8. Royal Tervis Properties cannot be held responsible of photos, provided by the owner, which are not truthful. We will always ask the owner to make our own photoshoot so that truthful photos can be posted, but we are not always allowed into the property. Pictures taken by us of the owner's property are copyright protected and will always be marked with our logo, this way a tenant can see if a property is visited and approved by us. If this is applicable, then the property will receive the "Verified property" status on our website. The pictures taken by Royal Tervis Properties reflect the situation on the day the pictures were taken and Royal Tervis Properties is not responsible for changes made by the owner. Small deviations may occur over time due to certain adjustments by the owner.

9. The choice of the keyholder is a free choice of the owner. If failures or shortcomings or caused by the keyholder towards the tenants, then Royal Tervis Properties cannot be held responsible and any claims are at the expense of the owner. Royal Tervis Properties can act as intermediate in these situations.

Article 13: Cleaning

1. The holiday maker has to leave make sure that the rental apartment is clean upon the departure. The things present in the holiday home should be put back to the original site like on arrival. Dishes and cutlery should be washed and stored in the appropriate place. If the key holder notices that (several) things are not put back in their original place, or if the vacation home is not swept clean, then the company is entitled to add an (extra) cost of cleaning to the total fee.

2. The holiday maker must use linen on the beds and is not entitled to use the beds without sheets.

3. The use of barbecue (if available in the vacation home) is free, but the holiday maker is obliged to leave it behind in clean condition. Failure to comply to that obligation leads to separate BBQ cleaning costs that will be deducted from the deposit or should be paid directly to the key holder upon departure.

4. The intermediate cleaning may be required by the renting company. An intermediate cleaning for long term rentals will be shown separately in the offer.

5. The cleaning frequency differs depending on the holiday accommodation.

Article 14: Additional costs

The use of water and electricity is included in the rental price, unless stated differently. Some vacation homes are equipped with an electricity meter. The costs may be charged for an abnormally high consumption and will be deducted from the deposit. If such conditions would apply then you will be informed about it before the beginning of the rental period.

Article 15: Internet / Wi-Fi

Royal Tervis Properties cannot be held responsible for the connection and quality and/or speed of the internet or Wi-Fi in the holiday property.

Article 16: Complaints

Despite all our efforts and precautions it is possible that you might have a legitimate complaint. In serious cases, you can

contact the key holder directly. Often a reasonable solution can be easily achieved so that you can continue to enjoy your holiday.

Article 17: Deposit

A part or the total deposit can be withheld if the accommodation is not left in a clean state or damaged (e.g. the inventory). The deposit will be refunded within 10 days after the departure.

The amount of the deposit depends on the type of the holiday home. This deposit will be stated in the reservation invoice.

Article 18: Gross negligence

1. When the lease terms stated that the holiday is non-smoking and there is still the smell of smoke in the vacation rental then this could be a cause for immediate termination of the agreement and you may be asked to leave the property within 4 hours. The holiday maker is not entitled to any refund of the paid fees due to the offence.

2. Each vacation home has a fixed number of people it is designed for. It is forbidden to use it with more than in the agreed and accepted while booking. Any amendments must be passed to the company for an approval or not. In case of violation an extra cost per additional holiday maker can be charged which must be paid immediately or will be deducted from the deposit. A serious violation may be a cause for immediate termination of the agreement and you may be asked to leave the property within 4 hours. In that case the holiday maker is not entitled to any refund of the reservation fees.

Following reasons may lead to immediate termination of the agreement and you may be asked to vacate the property within 4 hours. The tenant is not entitled to any refund of the reservation.

– If specified that the accommodation is non-smoking and there is still smoking

– Pets/animals are not allowed in any property unless otherwise stated

– When the amount of agreed people in the rental form is exceeded. It is forbidden to use an accommodation with more people than is known and accepted in your reservation. Any amendment must be passed on to Royal Tervis Properties who may or may not give his permission. In case of violation charges per additional tenant will be charged which must be met or can be immediately deducted from the deposit.

– Significant exceeded the number of tenants per accommodation than booked.

– Filling out details on the application or form that does not correspond to the reality

Article 19: Sale of property by owner.

When the owner decides to sell the property, the following rules apply: (SUNSETinSPAIN only acts as an intermediary for rentals and not for sale)

- Tenant allows seller of real estate agency, after prior appointment, and ensures that the house is tidy and clean. This way a possible sale cannot be blocked by a tenant.

- The tenant must cooperate.

- The seller must group viewings so that the tenant experiences minimal problems. It is possible that a possible buyer is only present for a few days, which makes this impossible.

- In case of non-compliance by tenant or seller, the rent and / or the possibility of viewing for sale can be stopped without any form of retribution or compensation.

Article 20: Consumption and Environment

When you leave the lights on and the air-conditioning 24h running, then your energy consumption will be significant higher. To reduce your costs and save the environment, it is advisable to take this into account.

Article 21: Construction, noise and environmental

Construction works in the vicinity of your holiday rental can occur. For this we cannot be held responsible. The same applies to the noise caused by neighbours, church bells or agricultural machinery. We are not responsible for protecting you against environmental problems in your holiday region.

Article 22: Swimming Pools

The communal pool can usually be used from May to November. We as the landlord do not care of the cleaning of the pool (s). It may in exceptional cases happen that a pool is closed for maintenance or repair works or any other inconveniences in terms of pool use that we cannot be held responsible for.