Rental conditions TotaMagazine BV trading under TotaVilla

These conditions are there to protect the rights and obligations of the tenant, the landlord and TotaVilla. It is therefore good to know these conditions in advance. In this way, misunderstandings can be avoided for all parties involved.

Booking order and payment

TotaVilla mediates on behalf of accommodation owners in the holiday rental of various accommodations. Each booking order is confirmed by TotaVilla by means of a rental agreement. The rental price is exclusive of € 24 reservation costs. The down payment consists of 30% or 50% of the rental sum. This deposit must be paid within 8 days of booking. The remaining 70% or 50% of the rental sum must be paid no later than 8 weeks before the start of the rental period, so that TotaVilla can pay the accommodation holder on time. For bookings within 10 weeks before the start of the rental period, the total amount must be paid at once. If you make your payment order via internet banking, your bank statement will serve as proof of payment. Your bank statement and booking confirmation together constitute your complete rental agreement. TotaVilla is entitled to cancel the booking in case of late payment. Money already paid will not be refunded; the cancellation conditions will then apply.

Insurance

We advise you to take out travel and/or cancellation insurance. The cancellation and/or travel insurance is/are only effective if the premium has been paid by you and you have registered the persons to be insured during the reservation. Damage must be reported to TotaVilla and/or reported to its partner if the booking is handled through a third party.

Cancellation insurance

If you have cancellation insurance, it takes effect from the time of booking. As a result, you will no longer be liable for the rental price in the event of certain events leading to cancellation. In addition, if certain events force you to interrupt your stay and return early, you will be reimbursed for the cost of days not taken. Please refer to the general terms and conditions of the cancellation insurance for information on what is and what is not insured. You can take out cancellation insurance at any time. Naturally, only those events are insured that were not known at the time the insurance was taken out.

Tenant cancellation at TotaVilla

Cancellation of an accommodation via TotaVilla by the tenant must be done in writing or by e-mail (<u>info@totavilla.com</u>). If the agreement is cancelled, cancellation costs are payable by each traveller in addition to any booking fees:

For cancellation within 8 weeks to 6 weeks before the day of arrival: 30% of the travel sum;
In case of cancellation within 6 weeks up to 4 weeks before the day of arrival: 50% of the travel sum.

Cancellation within 4 weeks up to the day of arrival: 80% of the travel sum; - Cancellation on the day of arrival or later: the full travel sum.

The cancellation fees referred to here will not exceed the travel sum. We strongly recommend that you take out cancellation costs insurance.

Cancellation by TotaVilla

If any circumstance forces TotaVilla to cancel the rented object, the tenant will be immediately informed by telephone and, if necessary, in writing, with an offer of an equivalent or better object. If this alternative is not accepted, or if an alternative cannot be offered, TotaVilla will immediately refund the rent already paid, without the tenant having any more or other right, other than to reclaim the rent already paid.

Modification / transfer

If you wish to make any change(s) to your reservation, please notify TotaVilla immediately. The changes in question will be confirmed to you by TotaVilla in writing. If TotaVilla has to send you a new rental agreement as a result, you will be charged a modification fee of \notin 15. If you wish to transfer to another property, this is possible up to two months before the arrival date of the previously rented property. The associated costs are \notin 25. If you wish to transfer to the previously rented object within two months before arrival, this will be regarded as a cancellation and the cancellation conditions will continue to apply.

Brokering

TotaVilla only acts as an intermediary between the tenant and the landlord and therefore does not accept any responsibility for the possible failure of the landlord in any respect. Any liability on the part of TotaVilla is expressly excluded, both by contract and by law, with the exception of that which cannot be excluded by mandatory law.

Complaints

The text of our accommodations and the texts on this site have been compiled by us with great care. Nevertheless, it is possible that something in your accommodation does not correspond to this description. This may cause annoyance and even complaints. In the first instance, a request to the owner and/or the keyholders to put things right will suffice. If this does not happen, you should immediately contact TotaVilla in the Netherlands (possibly also available outside office hours). However, if you, without having contacted TotaVilla directly by telephone, move to another property or leave the reserved property, you will lose all rights to compensation. In many cases a reasonable solution can be found in consultation with TotaVilla and your holiday enjoyment will not be disrupted. If the complaint is not satisfactorily resolved or cannot be resolved, it must be submitted to TotaVilla in writing, stating reasons, no later than one month after the end of the travel period booked with TotaVilla.

Liability

During your stay in the property, you as a tenant are fully liable for the property, its furnishings and all items belonging to the rented property. Damage caused by you and/or your fellow travellers will have to be fully compensated to the lessor of the property. TotaVilla has the right to hold the renter liable even after the end of the rental period, if damage caused is not or not properly paid for. All associated costs will be borne by the tenant named in the rental agreement.

General provisions

The rented accommodation can be occupied on the first day of arrival at 16.00 hours. On the last departure day, departure must take place at 10:00 at the latest, unless otherwise agreed or indicated by TotaVilla. Occupation of the property by more persons than agreed in the rental agreement is not permitted. Visiting persons may not stay overnight without express permission from the lessor. Failure to do so will result in the contract being irrevocably broken and terminated, without entitlement to compensation. Groups of young people are not allowed in our accommodation and may be refused entry. House rules present and/or issued at the accommodation are an integral part of the rental agreement and must therefore be strictly observed.

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