

TRIP TERMS AND CONDITIONS

**Article 1
INTRODUCTORY PROVISIONS**

Article 1(1)

The following definitions apply in these Trip Terms and Conditions:

1-Verhuurbedrijf Kobeko [Rental Company Kobeko] never acts in its own name when providing services, it always acts as an intermediary for private renters and does not accept any liability whatsoever.

2-Trip Agreement: the agreement whereby Verhuurbedrijf Kobeko undertakes to provide a holiday object that it offers. The tenant undertakes, vis-à-vis the owner and vis-à-vis the intermediary, to treat the rented object, the fixtures and furnishings with care and to leave the rented object behind in an orderly and clean condition upon departure. Any damage must be reported before departure. Pets are permitted in consultation, provided that this is reported at the time of the booking.

3-Trip price: The published trip price applies per holiday object per week, unless specified otherwise.

4-Trip Taker;

- * the counterparty of Verhuurbedrijf Kobeko, or
- * the person for whom the trip has been arranged and who has accepted the offer, or
- * the person to whom, in accordance with Article 5 of these terms and conditions, the legal relationship to the trip organiser has been transferred.

5-Working days; the days Monday through Saturday, with the exception of official holidays.

6-Office hours; Monday through Friday from 9:00 am to 5:00 pm and Saturday from 10:00 am to 4:00 pm, with the exception of official holidays.

7-The offered rental price applies for the rental object described in the request. The furnishing and fixtures are in accordance with the description in the rental agreement. The description of the rental object takes place to the best of our knowledge and without any further liability.

8-At the time of receipt of the key a minimum deposit must be paid of € 50, which will be refunded by our manager upon departure. The manager may settle any damage with the deposit. The acceptance of the rental object can take place at 2:00 pm at the earliest. The keys must be returned on the day of departure between 8:30 am and 11:00 am in the morning. When cleaning has been booked in addition, the time of departure will be set earlier at 9:00 am.

9-By or on behalf of Verhuurbedrijf Kobeko, the trip taker will receive information about the possibility to participate in the **risk fund**. The terms and conditions of the risk fund will be sent upon request.

Article 1 (2)

These trip terms and conditions are applicable to all own transport trips.

Article 1 (3)

The amounts stated in these terms and conditions, insofar as applicable, are inclusive of VAT.

Article 2

COMING INTO FORCE AND CONTENTS OF THE TRIP AGREEMENT

Article 2 (1)

This trip agreement comes into force by acceptance by the trip taker of the offer made by Verhuurbedrijf

Kobeko.

Article 2 (2)

The offer of Verhuurbedrijf Kobeko is without obligation and can, if necessary, be revoked by Verhuurbedrijf Kobeko.

In that case, the offer must be revoked as soon as possible; however, no later than within eight office hours after acceptance.

Article 2 (3)

The trip taker shall provide the information regarding himself/herself and any other trip taker(s) that is necessary for the conclusion and execution of the agreement to Verhuurbedrijf Kobeko.

Only the tenant and the persons specified on the list of participants are allowed access to the rental object. No more than the maximum number of persons will be allowed access to the rental object. An exception will only be made in consultation with Verhuurbedrijf Kobeko.

Article 2 (4)

The person who enters into a trip agreement in the name of or for the benefit of another person, is jointly and severally liable for all obligations pursuant to the agreement. The (other) trip taker(s) is (are) responsible for his/her (their) own part.

Article 2 (5)

If the agreed trip is included in a publication of Verhuurbedrijf Kobeko, then the information provided in this publication forms part of the trip agreement. Apparent errors and mistakes in a publication do not bind the trip organiser.

If Verhuurbedrijf Kobeko is willing to process change requests on other than medical grounds, it has the right to charge the administration costs in connection with the request of at least € 25 per booking.

Article 2 (6)

The trip organiser is not responsible for photographs, brochures and other information material, insofar as published by third parties.

Article 3

Payment

Article 3 (1)

An amount (deposit) equal to 50% of the total agreed trip price plus additional expenses, such as reservation expenses, any cleaning costs, additional costs for pets and the risk fund, must be paid at the time the trip agreement is concluded.

Article 3 (2)

The remainder of the trip price must be received by Verhuurbedrijf Kobeko no later than four weeks before the arrival date. The trip taker is in default in the event of non-timely payment. He will be given written notice thereof by or on behalf of Verhuurbedrijf Kobeko and will then be given the possibility to pay the amount due within 7 working days.

If payment is not received, the agreement will be deemed to have been cancelled on the day of default. Verhuurbedrijf Kobeko has the right to charge the cancellation charges owed for this. In this case, the provisions in Article 6 apply and the already paid amounts will be settled with the cancellation charges.

Article 3 (3)

If the agreement is concluded within 4 weeks of the day of departure, the whole trip price must be paid immediately.

Article 4

CHANGES BY THE TRIP TAKER

Article 4 (1)

The trip taker can request changes after the agreement has been concluded.

These changes will be made until 28 days before departure in as far as possible and in that case

confirmed in writing by Verhuurbedrijf Kobeko. In this case, the condition applies that the trip taker must pay the trip price in accordance with the provisions in Article 3 less the already paid amounts. In addition, the trip taker must pay the administration costs of at least € 25 per booking.

Article 4 (2)

A decision will be taken on the request as soon as possible. In the event of a refusal, reasons will be provided for the refusal and the trip taker will be informed immediately. The trip taker can maintain or cancel the original agreement. In the latter case, Article 6 is applicable. If no reaction is received from the trip taker regarding the refusal of the request, the original agreement will be carried out.

Article 4 (3)

As from 28 days before the day of departure, changes will in general no longer be possible.

Article 4 (4)

If a request is upheld in spite of refusal, then this is regarded as a cancellation of the trip agreement and the cancellation conditions will apply.

**Article 5
SUBSTITUTION**

Article 5 (1)

The trip taker can have himself/herself replaced by another person timely before the commencement of the trip. The following conditions apply in this case:

- * the other person satisfies all the conditions of the agreement; and
- * the conditions of the service providers involved in the execution do not oppose this substitution.

Article 5 (2)

The applicant, the trip taker and the person who replaces him/her are jointly and severally liable vis-à-vis the trip organiser for the payment of the still to be paid amounts of the trip price, the change costs specified in Article 4 (1) and any extra costs as result of the replacement.

Article 6 CANCELLATION BY THE TRIP TAKER

Article 6 (1)

If a trip agreement is cancelled, cancellation costs are payable for every trip taker in addition to any reservation costs due. The following conditions apply for the cancellation of agreements with regard to own-transport trips:

- * in the event of cancellation up to 42 days before the day of arrival: 30% of the trip price;
- * in the event of cancellation as from the 42nd day (including) up to the 28th day before the day of arrival: 60% of the trip price;
- * in the event of cancellation as from the 28th day (including) up to the day of arrival: 90% of the trip price;
- * in the event of cancellation on the day of arrival or later: the full trip price.

Article 6 (2)

The cancellation costs referred to in this article shall not exceed the trip price.

Article 6 (3)

In the event that cancellation does not take place, but the trip taker opts for substitution, Article 5 shall apply.

Article 6 (4)

A cancellation by the trip taker will only be processed on working days during office hours. Cancellations outside these office hours are deemed to have been received on the next working day.

Article 7**CHANGES POSSIBLY FOLLOWED BY CANCELLATION BY THE RENTAL COMPANY****Article 7 (1)**

Verhuurbedrijf Kobeko has the right to revise one or several essential points of the agreed services in the event of compelling circumstances. Compelling circumstances are defined as circumstances of such a nature that Verhuurbedrijf Kobeko cannot reasonably be required to fulfil the agreement. If the cause of the change can be attributed to the trip taker, the damage resulting there from is for the trip taker's account. If Verhuurbedrijf Kobeko saves money as a result of the change, the trip taker has a right to his/her share of the amount of the savings.

Article 7 (2)

Verhuurbedrijf Kobeko must provide a new proposal to the trip taker in the form of an alternative offer within 48 hours (2 working days) after the compelling circumstances occurred. This obligation ceases to exist in the event that the cause of the change can be attributed to the trip taker. The trip taker can reject the change(s).

Article 7 (3)

The alternative offer has to be at least equal. The equal quality of the alternative accommodation has to be assessed based on objective criteria.

Article 8**LIABILITY****Article 8 (1)**

The tenant is liable for the whole rental price also when he/she is of the opinion that the rental object does not correspond with his/her wishes in spite of the description. The termination of the agreement unilaterally on the part of the tenant does not constitute a reason to demand repayment from Verhuurbedrijf Kobeko. Any repayments that Verhuurbedrijf Kobeko is willing to make, must be accepted immediately by the tenant.

Article 8 (2)

If the tenant and/or the accompanying persons suffer damage when using the rented object, or during the trip to or from the rented object, Verhuurbedrijf Kobeko cannot be held liable for this.

Article 8 (3)

The rental agreement is governed by Dutch Law. No liability whatsoever is accepted for printing errors, changes in prices and rental conditions and all other circumstances which Verhuurbedrijf Kobeko cannot influence.

Article 9**DATA PROTECTION**

Kobeko guarantees that it will act in accordance with the General Data Protection Regulation and will comply with all obligations arising from the legislation in question. Kobeko has a privacy policy to ensure this.