

**eezz**  
Rukkenerweg 2a  
6373 HL Landgraaf

**tel** +31 (0)88 600 32 10  
**mail** feel@eezz.nl  
**web** www.eezz.nl

**iban** NL83 INGB 0009030972  
**bic** INGBNL2A  
**kvk** 74082337  
**btw** NL 8597766305 B01

**General Terms and Conditions for Holiday Home Rentals via [www.eezz.nl](http://www.eezz.nl)**

**EEZZ, rent 2 relax and rent to relax are trade names of: GuVaMa  
Accommodaties B.V.**

**KVK registration: 74082337**

**Rukkenerweg 2a**

**6373 HL Landgraaf**

**E-mail: [feel@eezz.nl](mailto:feel@eezz.nl)**

**Phone: +31 (0) 88 6003210**

**1. Definitions and Applicability**

1.1. In these terms, the following definitions apply

- a) Lessor: GuVaMa Accommodaties B.V.;
- b) Lessee: The contractual counterparty of GuVaMa Accommodaties B.V., who rents or reserves a Holiday Home via [www.eezz.nl](http://www.eezz.nl), including the persons staying with the lessee;
- c) Parties: Lessor and Lessee together;
- d) Holiday Home: The holiday home rented by the Lessor and leased by the Lessee, including the garden and movable goods;
- e) Stay in the Holiday Home: The presence of the Lessee and their party in the Holiday Home and surrounding grounds;
- f) Lease Agreement: The contract between Lessor and Lessee for the Holiday Home;
- g) Rent Price: The amount payable by the Lessee under the Lease Agreement;
- h) Rental Term: The duration of the Lease Agreement;
- i) Written: Messages written and sent on paper or electronically.

1.2. These conditions apply to all legal relationships between Lessee and Lessor, regardless of the nature and designation of the legal relationship, unless the Parties have excluded the applicability of these conditions in writing.

1.3. Lessee automatically agrees to the applicability of these condition to future requests, offers, quotations, confirmations of orders, agreements and all other legal acts between Lessee and Lessor. The parties need not (explicitly) re-agree this each time.

1.4. Deviations from and/or additions to these Terms shall only apply if expressly agreed in writing and shall apply only to the Agreement in which or in connection with which they are

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agreed and not to any future inquiries, quotations, offers, order confirmations, Agreements or other legal acts.

- 1.5. If one or more of the provisions of these Conditions are null and void or are nullified, the other provisions of these Conditions will remain in force and applicable. The parties will in that case consult to agree on new provisions to replace the void or voided provisions, considering the purpose and scope of the original provision.
- 1.6. If Lessor does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that Lessor would to any extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

## **2. Deposit and Remaining Rental Payment**

- 2.1. The agreement is concluded for the object, duration, period, and rental price as processed via the online booking on [www.eezz.nl](http://www.eezz.nl). After the agreed rental period expires, the agreement terminates automatically without the need for cancellation.
- 2.2. The remaining balance, which is 75% of the total amount, is due from the Lessee no later than 42 days before the stated arrival date.
- 2.3. If the reservation is made within 42 days of the agreed arrival date, the Lessee must pay the entire amount upfront. Only after full payment will the reservation be finalized.
- 2.4. The Lessor reserves the right to refuse reservations at any time without giving a reason to the Lessee.

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### **3. Handover of the Holiday Home**

- 3.1. At the end of the rental period, the Lessee must leave the Holiday Home in the following condition:
- 3.1.1. Keys and (if applicable) access cards are returned as per Article 4.2;
  - 3.1.2. The Holiday Home and its belongings and garden are free of damage, except for minor damages (< €100.00) caused by normal use;
  - 3.1.3. No illegal activities, unauthorized pets, subletting, or third-party services occurred during the stay;
  - 3.1.4. Waste is disposed of in designated containers, and kitchen items are cleaned and stored. Any (own) barbecue and coals are properly cleaned up;
  - 3.1.5. The Holiday Home is locked, and all windows are fully closed;
  - 3.1.6. All bills related to the stay are settled before the Lessee leaves;
  - 3.1.7. The inventory, including linens, is complete and undamaged;
  - 3.1.8. There is no early arrival or late checkout by the Lessee;
  - 3.1.9. No disturbance or nuisance was caused during the stay;  
The Lessee or their party was not evicted by the Lessor or authorities.

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#### 4. Arrival and Departure

4.1. Lessee can check in on the agreed day of arrival from 15.00 pm. This can be done either at the vacation park reception or by using a key safe. Upon showing the reservation receipt, or going through the procedure for the key safe, Lessee will receive the key(s) to the Holiday Home as well as an access pass for the barrier. In case of loss of the keys and/or the access pass, Lessee is obliged to bear the cost of replacement. On the agreed departure day, Lessee must check out no later than 10:00 am. The key(s) and (if applicable) the barrier pass must then be handed in at the reception of the park concerned or via the key safe.

#### 5. Cancellation policy

- 5.1. Cancellation on the part of the Lessee must be in writing (including e-mail).
- 5.2. In the event of cancellation on the part of the Lessee, the date of postmark or the date of e-mail shall apply.
- 5.3. Upon cancellation on the part of Lessee, Lessee shall owe Lessor a fee. This fee amounts to:
- Until 70 days (10 weeks) before the arrival day: the deposit (being 25% of the principal sum);
  - If canceled 70 days to 42 days before arrival: 50% of the principal;
  - If canceled from 42 days to 28 days before arrival: 75% of the principal;
  - If canceled from 28 days to 14 days before arrival: 90% of the principal;
  - For cancellation from 14 days before arrival day: 100% of the principal sum.
- 5.4. If Lessee has not arrived within 24 hours of the agreed arrival date without further notice, this will be considered a cancellation by Lessor.
- 5.5. If Lessee leaves before the agreed departure day, the full rental price is and will remain due.
- 5.6. If upon cancellation of his reservation the Lessee himself presents another applicant for the same period (or part thereof) and the Lessor offers this other applicant as a substitute Lessee, the rent of the cancelling original Lessee

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will be refunded (proportionately), if and as soon as the substitute Lessee has fulfilled all his/her payment and other obligations in connection with the Stay in the Holiday Home.

## **6. Booking changes**

- 6.1. If Lessee wishes to change the reservation, he must communicate this in writing to Lessor 4 weeks before the agreed arrival date. Only after explicit written approval of the Lessor, these changes can be made. Lessee will then owe an amount of € 25, - for administration costs to Lessor.
- 6.2. Extension of the length of stay is possible only if the Holiday Home is available.

## **7. Replacement Holiday Home**

- 7.1. If the Vacation Home booked by Lessee is not available due to unforeseen circumstances (including, but not limited to, repair work to be performed), Lessor shall have the right to offer Lessee another Vacation Home at any time. Lessee must accept this.
- 7.2. If the situation mentioned in the above arises, then Lessor will refund to Lessee the price difference, should the offered Holiday Home be cheaper than the booked Holiday Home. If the offered Vacation Home is more expensive than the booked Vacation Home, then Lessee does not have to pay this difference.

## **8. Photos website**

- 8.1. The photos of the Holiday Home which are placed on the website of Lessor or on other websites, are only indicative. Differences in furnishing may occur.

## **9. Minimum length of stay**

- 9.1. The Vacation Home must be rented for at least three consecutive nights (two consecutive nights for Last Minute bookings) by Lessee. If the Vacation Home is rented for less than three consecutive nights, the Lessee shall remain liable for the rate

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for three nights, unless Lessor and Lessee expressly agree otherwise.

## 10. Use of the property

- 10.1. Lessee is obliged to use the Holiday Home normally, in accordance with the purpose of this agreement (recreation). Lessee is obliged during the stay in the Holiday Home and on the vacation park to comply with the law, government regulations, the agreement with Lessor including these general conditions, house rules and/or regulations of the vacation park and reasonable instructions from or on behalf of Lessor and employees of the vacation park.
- 10.2. The Lessee is not permitted to use the rented Holiday Home as his/her main residence. Lessee must have a permanent residence elsewhere, which is the responsibility of the Lessee.
- 10.3. The Lessee shall refrain from any behavior that causes nuisance to other persons present at the vacation park and/or residents.
- 10.4. Setting up tents around the Holiday Home is in principle not permitted. Depending on the circumstances of the case, permission for small tents may be granted by Lessor upon written request. Setting up large tents around the Holiday Home is never permitted.
- 10.5. It is not allowed to make any changes to the garden or the outdoor area belonging to the Holiday Home. This means in any case that digging in the ground, pruning, cutting down or damaging trees and bushes, removing or laying tiles or other paving (permanently or temporarily) or removing or laying any kind of construction or erection is not permitted. The Lessee is not permitted to give the Holiday Home to third parties for use, to stay in the Holiday Home with more people than agreed upon at the time of reservation, or to have third parties provide (commercial) services in the Holiday Home.
- 10.6. If repairs are necessary during Lessee's stay, Lessee will allow Lessor to make or cause Lessor to make such repairs during the term of the Agreement. If Lessee itself has caused damage to the Vacation Home, however, Lessor shall not be obligated to repair it or have it repaired during Lessee's stay.
- 10.7. Lessor has the right to enter the rented Holiday Home for inspection and/or to perform maintenance work, without Lessee

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being entitled to any compensation or refund of the rent in this context.

- 10.8. Barbecuing is only allowed at a reasonable distance from the Vacation home. Any damage caused by this will be entirely at the expense and risk of the Lessee. It is not permitted to dispose of charcoal residues outside. Any cleaning costs resulting from the use by Lessee of a barbecue, Lessor may recover in full of Lessee.
- 10.9. Lessee cannot claim any reduction in rent if there are external nuisances, such as the noise of lawnmowers, children playing, or other nuisances caused by third parties.
- 10.10. It is not permitted to charge electric vehicles other than at designated charging stations. Charging electric vehicles in non-designated places such as on the mains power supply at the vacation rental may result in disruption of our services and obstruction of access to essential facilities.

## **11. Maximum occupancy**

- 11.1 The Holiday Home is only intended for simultaneous occupancy by a maximum of 6 people. Children count as a full person when determining the number of occupants. The Lessee is therefore not permitted to occupy the Holiday Home with more than 6 persons.

## **12. Cleaning, tourist tax, administration fee**

- 12.1. The final cleaning is not included in the Rental Price. Depending on the booked Holiday Home, the following applies: either (1) the final cleaning must be paid separately on top of the Rental Fee; or (2) the Lessee has the choice between paying for the final cleaning on top of the Rental Fee or taking care of the final cleaning himself; if the Lessee takes care of the final cleaning himself, the Lessor will charge the Lessee a standard amount for final cleaning on top of the Rental Fee. In the online booking module, it is indicated what is applicable to the booking in question, and which prices are charged for the final cleaning or final inspection.
- 12.2. Daily cleaning is not included in the rent. Lessee is responsible for keeping the holiday home clean. Lessor reserves the right to perform (cleaning) activities around the Holiday

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Home on the agreed departure day from 8:00 a.m. onwards. Lessee must tolerate this.

12.3. Included in the rental price are tourist tax and administration fee, unless expressly agreed otherwise.

12.4. Included in the rent are the use of gas, water and electricity, provided for normal household use.

### **13. Towels, bed linen and kitchen package**

13.1. The Lessee must take care of bringing their own towels, kitchen towels and bed linen. However, if it is possible to optionally book this on top of the Rental Price, this will be indicated in the online booking module.

13.2. Lessee is not permitted to use the beds without the use of bed linen.

### **14. Cot/purse**

14.1. Lessee must provide their own crib and highchair.

### **15. Smoking and drugs**

15.1. Smoking in the vacation apartment is absolutely not allowed.

15.2. It is strictly prohibited to possess or use drugs in the Holiday Home.

### **16. Swimming pool**

16.1. If there is a swimming pool in the vacation park, then the Renter can use it. In the online booking module, it is indicated per Holiday house whether the costs for this are either included in the rental price or not included in the rental price and therefore have to be paid separately by the Renter. Lessee is not entitled to a reduction of the rental price if the pool is out of use / closed.

### **17. Pets**

17.1. Pets (small ones) are only allowed in the Holiday Home if the Lessor has given express prior permission.



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- 17.2. Lessee must take such measures that pets do not run loose in the holiday park.
- 17.3. Lessee is obliged to strictly ensure that pets in the Holiday Home do not tread on furniture, including beds and sofas. If the Lessor believes that pets did go on the furniture, the Lessor shall be entitled to charge the Lessee for the cleaning costs in full. Damage caused by pets to finish, furniture, inventory or garden/outdoor area of the Holiday Home (such as, for example, but not limited to: gnawing/biting/burrowing or scratching marks or infestation by fleas or other parasites) shall never count as damage due to normal use within the meaning of Article 3.2.2 of these Conditions.
- 17.4. Lessee is required to ensure that pets are vaccinated against diseases, including rabies and heartworm.
- 17.5. Lessee is obliged to ensure that pets have been treated against flea and tick bites several days prior to arrival at the Holiday Home.
- 17.6. Lessor shall not be liable for any illness or injury resulting from the stay of pets in the Holiday Home or at the Holiday Park, as the case may be.
- 17.7. Lessee is obligated to clean up anywhere on and near the vacation park that their pet(s) leave behind (for example but not limited to: feces, vomit, branches, toys or anything else that affects the appearance of the vacation park and/or may cause danger or nuisance to others).

## 18. WIFI

- 18.1. A free WIFI connection is available at the vacation park.
- 18.2. In case of malfunctions or failure of the WIFI network, Lessee cannot claim any form of compensation or refund of the rental fee.

## 19. Rate changes

- 19.1. The principal amount of the rent shall be agreed upon on the basis of the then current rates established by the Lessor.
- 19.2. If additional costs arise after the rent has been set, due to an increase in charges on the part of the Lessor, as a result of an increase in charges and/or levies directly related to the Holiday Home, these costs may be passed on to the Lessee.

## 20. Identity of Lessee

- 20.1. Lessor is required by law to verify the identity of the main Lessee of the Holiday Home and to record certain information from the identity document of the main Lessee in the night register. The identity verification occurs when making the online reservation through the Superhog application. [Click here](#) for information on personal data protection by Superhog. [Click here](#) for information on personal data protection by EEZZ.
- 20.2. The main Lessee must be 21 years of age or older and must be present with the rest of his/her party during the entire stay in the Holiday house. By making a reservation, the Lessee declares that the main Lessee is over 21 years of age.
- 20.3. Reservations made under false pretenses, including (but not limited to) giving a false name or otherwise misleading the Lessee's company composition or the purpose of the stay in the Holiday Home, will entitle the Lessor to retain all payments and deposits already made, while the Lessee and his/her party may also be denied access to the Holiday Home.

## 21. Parking

- 21.1. The Holiday Home provides parking space for one vehicle. Vehicles must be parked in the designated spaces.
- 21.2. Parking on or along the road is not permitted. Also parking in front of the Holiday Homes (in the grass) or near empty annual pitches is not allowed. Vehicles parked there may be towed away at the expense of the owner of the vehicle in question.

## 22. Insurance

- 22.1. Lessee is obliged to take out his own travel and cancellation insurance. These insurances are not included in the rental price.
- 22.2. Lessee shall take care of adequate insurance of personal property, including in case of theft from the Holiday Home.
- 22.3. Lessee is obliged to report damage or theft to Lessor without delay.

## 23. Liability

- 23.1. In the following cases, neither Lessor nor the owner of the Holiday Home or Holiday Park shall be liable for damages, nor shall there be any right to a reduction or refund of the rent:
- A. in the event of reduced enjoyment of the Holiday Home due to illness, accident or other personal circumstances of the Renter and/or his/her dependents;
  - B. in the event of loss or theft of personal belongings or valuables of the Renter and his/her loved ones during his/her stay in the Holiday Home
  - C. in the event of permanent or temporary failure of technical equipment and/or failure, closure or closure of facilities in the Holiday Home or on the vacation park, except insofar as this renders the use of the Holiday Home for recreation completely impossible;
  - D. for nuisance caused by other Lessees or by third parties, except insofar as this nuisance makes the use of the Holiday Home for recreation impossible and the Lessor is reasonably able to act against the nuisance in question;
  - E. for failures in any services or goods supplied by third parties in support of or in conjunction with the rental of the Holiday Home;
  - F. in the event of obvious mistakes or (printing) errors in the description of and/or offers concerning the Holiday Home and/or vacation park on the Lessor's website or elsewhere;
  - G. in the event of inability to stay in the Holiday Home or reduced enjoyment of the Holiday Home due to force majeure, such as flooding (including flooding caused by heavy rainfall), storm, earthquake or other natural disaster, pandemic, war, riot or molestation, failure of power, water or other utilities, strike at a government agency or other organization necessary for the services of Lessor,
  - H. in other cases, where liability or reduction of rent is excluded elsewhere in these General Conditions.
- 23.2. The person who made the booking shall remain liable for claims for damages (of third parties) arising from nuisance or other causes, which the Renter or the person(s) with whom the Renter stays/have stayed in the vacation home, without prejudice to GuVaMa's right to recover the damage directly from the person causing it.

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23.3. Under no circumstances shall the Lessor, the owner of the Holiday Home or the owner of the vacation park be liable for indirect damage or consequential damage. Any obligation to pay damages is always limited to a maximum of the amount of the agreed rental price for the Holiday Home, or - solely in the case of personal injury - to the amount paid out under the applicable liability insurance policy of the liable party.

#### **24. Interim termination by Lessor/eviction.**

24.1. The Lessor may terminate the agreement with the Lessee with immediate effect if the Lessee and/or his/her persons violate or fail to comply with the law or other government regulations, the obligations from the agreement entered into with the Lessor including these General Conditions, the house rules/regulations of the vacation park, or reasonable instructions from the Lessor or employees of the vacation park, to such an extent that by the standards of reasonableness and fairness the Lessor cannot be required to tolerate the Lessee's stay any longer. This will in any case be the case if the Lessee and/or his persons, in spite of a warning from or on behalf of the Lessor or an employee of the vacation park, continue to act contrary to the law or government regulations, the agreement with the Lessor including these general conditions, house rules/regulations of the vacation park, and/or instructions from the Lessor or employees of the vacation park.

24.2. In the event of an immediate termination of the agreement as referred to above, the Lessee shall have to leave the Holiday Home and the Holiday Park with his/her persons and all of his/her property as soon as possible, but within 4 hours at the latest, after having been notified to do so.

24.3. The obligation to leave the Holiday home as referred to in the preceding paragraph does not affect the obligation to leave the Holiday Home in the condition described in Article [3.2].

24.4. In the event of an immediate termination referred to in paragraph [22.4], neither the Renter (nor his/her) shall be entitled to a refund of any part of the rent, nor to any other compensation.

24.5. Leaving the Holiday Home and the Holiday Park in accordance with Article [22.5] shall not affect the obligation of the Lessee and his/her own to compensate the Lessor for any damage

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caused by him/her (and/or his/her own) to the Holiday Home and/or to the Lessor.

- 24.6. If the Lessee refuses to leave the Holiday Home and the vacation park within no more than four hours following an immediate termination of the agreement, the Lessor shall be entitled to remove the Lessee and his or her belongings from the Holiday Home and from the vacation park, and/or to take such measures as Lessor may reasonably deem appropriate.

## 25. Objects left behind

- 25.1. If Lessee has left one or more of Lessee's object(s) in or near the Holiday Home, Lessor may in principle assume that Lessee intended to relinquish ownership thereof. The Lessee shall never be entitled to damages if the Lessor, when cleaning the Holiday Home, regards one or more of the Lessee's objects left behind as waste and has them disposed of as such, or regards them as inventory of the Holiday Home and leaves them in the Holiday Home as such.
- 25.2. If Lessee has left one or more object(s) in or near the Vacation Home of which it is immediately clear to Lessor that they are Lessee's object(s) of which Lessee has most likely not wanted to disclose ownership, Lessor will notify Lessee by email. Lessee can then come and collect them in consultation with Lessor at a place and time to be agreed upon.
- 25.3. Lessor shall have no obligation to keep or continue to keep Lessee's property. If Lessee fails to respond to Lessor's notice within one week, Lessor shall be entitled to dispose of the item(s) left behind in its sole discretion.
- 25.4. Lessee shall never be entitled to damages if Lessor disposes of one or more of Lessee's abandoned object(s) after Lessee fails to timely respond to Lessor's notice.

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## **26. Questions, comments, complaints**

26.1. If Tenant has any questions, comments or complaints during the stay, Tenant shall promptly submit them to Landlord

26.2. Cleaning complaints must be made known to us within 1 hour of arrival;

26.3. Cleaning complaints later during the stay cannot be considered.

## **27. Dutch law and choice of domicile**

27.1. Only Dutch law shall apply to the present rental agreement. Disputes shall be submitted to the court in the district of Limburg, place of session Maastricht, unless otherwise prescribed by mandatory law.