

GENERAL TERMS AND CONDITIONS OF RENTING THE VILLA NINE/TEN

Ibiza January 27, 2018

*These general terms and conditions - which may be modified from time to time - apply to all services and the use of the villa **NINE/TEN**. By making a reservation for villa **NINE/TEN**, you acknowledge and agree that you have read, understood and consented to the terms and conditions below. Your satisfaction is our priority. If anything is not to your satisfaction, we would be delighted to address it with you personally so as to come up with a proper solution.*

For seasonal use only: Rental of the property is understood to be short-term. The client agrees to vacate the property on the established date.

Contact person: The owner will inform the Tenant in the rental agreement who will be his contact person for the villa. The contact person is responsible in name of the owner for:

- The check-in and check-out with the Tenant;
- Contact concerning: keys, (extra)cleaning, dis-functioning of equipment and/or installations and damage in or around the villa;
- Return of the deposit (*minus damage costs when applicable*) to the Tenant;
- Checking the villa after a storm or other incidents.

Booking and payment procedure: After your request for booking, the villa will be reserved for you and the rental agreement will be sent to you by e-mail.

- With the realization of the rental agreement, you are obliged to a 35% down payment of the total rental price.
- The signed rental agreement has to be returned and the down payment needs to be transferred, both within 7 days after we have mailed the rental agreement to you.
- The remaining 65% of the rent needs to be paid 28 days prior to arrival.
- Bookings that take place 4 weeks or less before arrival need to be paid in full, and need to be transferred to our bank account directly after receiving the invoice and the agreement.
- When the sum is not paid in time, the client is in neglect: We then have the right to cancel the reservation.

The agreed price for the rental consists of the rental price and an administration fee (included in the total price).

All payments have to be wired to:

Deutsche Bank Spain

IBAN: ES39 0019 0153 8649 3002 4954

BIC: DEUTESBBXXX

On the name of: Mr. de Jong

Reverence: *"the agreed rental dates"*

Scope of our service: Please note that when renting our villa, you are bound by our terms and conditions, including our cancellation policy and other booking conditions such as:

Caution deposit: The caution deposit needs either to be paid per bank transfer or to be paid cash (and sometimes per credit card) on the day of arrival. The exact amount and the way of payment can be found in the rental agreement. We will return the deposit cash (*minus damage costs when applicable*) upon departure or per bank transfer within 1 week of departure. When paid cash on the day of arrival it will be returned to you on the day of departure (*minus damage costs when*

applicable). On the day of departure, the villa needs to be in the same state as the day of arrival. If the home is found to be damaged upon check-out, we hold on to your deposit until the costs of the damage has been determined. If any damage occurs during your stay, please contact your contact person immediately so he/she can see the damage and can calculate the costs.

Liability owner: When the owner is forced to cancel a reservation due to unforeseeable circumstances, the owner will try to find a villa with similar characteristics. If this is not possible or you do not accept the new villa offered, we will refund all your payments without any further compensation.

The owner does not accept any liability for damages or personal injury that occurred during your stay. Also we accept no liability due to changed conditions in or around the villa that we can't be taken responsible for. This includes construction work.

Neither the owner nor his contact person of the property are responsible for any interruption in the supply of water, electricity, telephone, TV, Wi-Fi, etc. as long as these occur for reasons beyond their power and are attributable to chance events. In the same way, they are exempt from any responsibility for inconvenience caused by works or occurrences, whether public or private, on condition that these are beyond their power. If it is necessary to carry out any emergency repairs on the property, the client will allow any technical personnel contracted by the owner or his contact person of the property access to the villa.

Arrival: on the agreed arrival day the villa is available from 15.00 hours or on an other moment previously agreed with the contact person. The check-in has to be done with our contact person direct upon arrival in the villa:

- Immediately check the villa with our contact person, if there is any damage please report this immediately to your contact person, otherwise we will be forced to bring the damage into account.
- The contact person will give you keys for the villa, including the elevator.

Departure: On the day of departure, you have to check out before 10.00 am. The keys need to be returned to your contact person between 9.00 and 11.00 am, except if you have agreed upon a different time. Please respect our rules, so we can keep a good functioning system. When you are dealing against our policies, we will be forced to deduct € 200,- from your caution deposit.

Parties and other activities: The Ibiza actual regulation does not allow the organization of private parties in villas. The villa is solely rented out for holiday purposes. Professional photography, parties or weddings in and around the villa is only allowed after our explicit permission. If parties are organized without informing the contact person or the owner of the villa, all fines and payments shall be paid by you, the client.

Parties and other mentioned activities organised without our prior consent may result in forfeiture of the entire security deposit and even immediate cancellation of the rental agreement.

Transportation: The Villa is situated at Roca Llisa where you will need a car or Taxi to move around.

Telephone and Wi-Fi: In our villa is no telephone. We recommend to take your mobile phone with you. There is Wi-Fi in and around the villa.

Garbage removal: It is highly recommended to remove your garbage each day. You can find disposal bins on the road near the entrance. Please take into account that we are situated in the country side,

and that if you leave garbage around and in the villa, it will attract all kind of wildlife. On the day of departure, please remove your garbage.

Maintenance: The price includes all the expenses of the property: water, electricity, WIFI, TV, etc. The villa is rented with villa hold linen (sheets, hand- and bath towels.) Maintenance of the swimming pool and the garden is included in the rental price.

Cleaning: The cleaning procedures and dates, included in the rental price, are stated in the rental agreement. **Extra cleaning hours** can be agreed with the contact person against extra cost. On the departure day you will leave the villa in the same state as it was on your arrival. You don't need to vacuum clean or scrub the villa, the end cleaning is included in the rent. Nonetheless, everything needs to be put in place.

Keys: During the check-in the Tenant will receive sets of keys for the villa, the elevator and the garden gates. In case you lost the keys, we will charge you the costs for replacement. Please note that this sometimes can be expensive since we might need to change the locks, and print new keys and order new alarm sets.

Swimming pool: The tenant must not attempt to adjust the swimming pool machinery. With regard to the use of the pool, small children must be supervised. In the event of any accidents occurring to the client, his family, his guests or his belongings, neither the owner nor his contact person of the property will be held responsible.

Furniture and other properties: It is forbidden to change the way the furniture is placed. The tenant will accept the villa as it is and the way the furniture is placed. Furniture is only allowed to be used for the purpose it was designed for. If furniture is missing or damaged, because of misuse, the repair or newly bought furniture needs to be paid by you, the client.

Capacity: the villa is designed for a maximum number of people as agreed in the rental agreement. It is not allowed to have more people in the villa then agreed upon. The tenant is responsible for the amount of people in the villa. In case you fail to do so, we have the right to take appropriate measures: evacuating the villa, or an extra charge of maximum € 200 per night per person.

Domestic pets: Domestic pets are not allowed. They will only be admitted in the rented property as long as permission has been sought previously and admission has been confirmed by the owner.

Arrival time and interruption: If the client cannot arrive on the day or at the expected time he is under the obligation to notify the owner or his contact person of the property. If the client has to interrupt his stay, for whatever reason, he may not ask for any kind of refund.

Cancellation: Every cancellation of a booking needs to be communicated with us via email to the owner or his contact person and this will have some costs. In case of a "no show" the costs will be 100% of the renting costs and we will not refund anything. The costs for cancellation will be calculated as follows:

- More than 42 days prior to arrival: The amount of the down payment, 35% of the total rental amount.
- Between 42 and 28 days prior to arrival: 60% of the renting cost.
- Less than 28 days prior to arrival: 100% of the renting cost.

Complaints: When you have the feeling something is not in order, please contact our contact person directly. He/she will do all they can to solve the problem. Please, if you still have complaints, you should make this clear during your stay on paper or via email to our contact person and if possible the owner. If you leave the villa without our permission, all rights for compensation will cease to be valid.

Prices: Prices indicated on the websites are subject to change without prior notice. You can not derive any rights from prices shown on the website.

Blockage of filters: The tenant will not throw anything in the toilets, showers, sinks, drains etc. so the drainage system can be blocked. If this is the case, the tenant is responsible for the costs to repair the damage.

And at last: The tenant will treat the villa, as if it were his own villa. If there are things unclear, or when you have questions, please contact us for more information.

We wish you a nice stay in NINE/TEN,

The owners