

# RENTAL CONDITIONS VILLA INSULINDE

In the following terms and conditions 'the Villa', 'the Guesthouse' or 'the Villa' and 'the Guesthouse' together, depending on which part is covered by the rental contract, is referred to as '**the residence**'.

## 1. RESERVATION AND PAYMENT

After receiving your reservation request we will try to let you know as soon as possible via e-mail whether the residence of your choice is still available in the preferred period and whether we can accept your request. In case your request is accepted, and you let us know you still want to proceed, we will send you a rental contract and the rental conditions via e-mail.

Together with the rental contract you will receive an invoice for a pre-payment of 25% of the total rental cost. Within 10 days a signed version of the rental contract has to be returned to us and the pre-payment to be completed. Your booking will become official as soon as we have received the signed rental contract and pre-payment.

For practical reasons we apply strict payment rules. This means that we have the right to cancel the rental agreement in case:

- a. the pre-payment of 25% of the total rental cost has not been received within the agreed period of time. In such case your reservation request becomes invalid and we will have the right to rent out the residence to other guests.
- b. the remaining 75% of the total rental cost has not been received within the agreed period. In this case no restitution of the pre-payment of 25% of the total rental cost will take place.

## 2. CANCELLATION

- a. Any cancellation must be submitted in writing via e-mail to the address of the landlord. Tenant is entitled to cancel the reservation without any cost within a cooling off period of 10 days after signing the rental contract, unless the rental period is commencing within one month after entering into the rental contract.
- b. After the specified period mentioned above the following cancellation charges apply to the tenant:
  - 25% of the rental price for cancellation from 10 days after signing the rental contract till one month before the rental period;
  - 100% of the rental price in case of cancellation within 1 month of the rental period.
- c. We are obliged to strictly stick to our cancellation policy. Bookings for Villa Insulinde are made well in advance and since we are not a commercial operator any cancellation will be a setback that is difficult to compensate on Bali. Experience shows that the residence cannot be rented out within a period of four weeks. In case of cancellation by the tenant the landlord will try to find a third party for the rental period or part thereof. If successful, the cancellation fee will be reduced proportionately, but subject to deduction of a fixed amount of € 70,= and the necessary costs incurred by the landlord in connection with the cancellation. By signing the rental contract you also agree with the cancellation conditions
- d. When the tenant arrives late or not at all for the rental period or leaves before the end of the rental period, landlord reserves the right to receive the full rent and no refund of the rental payment will take place.
- e. Tenants should take care themselves of any cancellation insurance, if considered necessary.

## 3. SHORTCOMINGS

- a. Should one of the parties not comply to one or more of the obligations under the rental contract, then the other has the right to dissolve the rental contract partially or complete. Dissolution takes place through written communication via e-mail.
- b. Where the rental contract in whole or in part is dissolved by the landlord for failure to fulfill an obligation contained in the rental contract, the landlord will refund the rent paid by the tenant. Is the breach of obligations by the landlord due to the non or late delivery of the residence, then tenant is entitled to 100% of the total rental price.
- c. When the lease is terminated for failure or late compliance by the tenant of the final payment of the rent, then landlord is entitled to indemnification or compensation equivalent to 25% of the rent. The said compensation amount will be deducted from the prepayment of 25% of the rent made by the tenant.

- d. When the tenant stays longer than agreed, the landlord has the right to a proportionate increase in the rent and compensation for any further damage.

#### **4. LIABILITY**

- a. The landlord's descriptions and impressions of the accommodation and the surrounding area, including facilities, equipment and recreational events, are personal and subjective and, because of seasonal changes and interim changes, may deviate from reality. Landlord assumes no liability for the given descriptions and impressions.
- b. Landlord cannot be held liable by tenant or co-tenant for damage to persons and/or business suffered during (or because of) the presence in the residence. Tenant shall indemnify the landlord against claims of third parties. Tenant must itself ensure that an adequate travel insurance covers such damage.
- c. Landlord may only be held liable for damages if this is due to intent or gross negligence of the landlord.
- d. Landlord is not liable for malfunctions in and around the residence, including but not limited to, failure and loss of power and water supply and technical installations.
- e. Notwithstanding the above provisions the liability of the landlord, as far as liable based on the conditions of the rental contract, is limited to the direct damage and any consequential loss is excluded. In addition, the liability of the landlord is limited to the maximum amount that the insurer of the landlord will pay in such case.
- f. Tenant is liable for any damage or loss that tenant and/or co-tenants have caused to the residence, unless the damage may not be attributed to tenant and/or co-tenants and is covered by the current insurance for the residence. Tenant is obliged to report any damage directly to the landlord or designated contact person on site. Repair or replacement costs shall immediately be reimbursed by tenant to landlord on his first request.

#### **5. OTHER OBLIGATIONS OF TENANT**

- a. Tenant shall behave as a good tenant and must ensure compliance to the house rules given by the landlord or designated contact person. If tenant after having been summoned by or on behalf of the landlord, does not behave as a good tenant, especially if tenant, despite warnings by or on behalf of landlord, causes serious nuisance to the residence area, then landlord is entitled to terminate the lease with immediate effect and to deny tenant access to the residence.
- b. The use of the residence is by nature of short duration and only for holiday purposes. Tenant is, without consent of the landlord, not entitled to use the residence outside the defined period in the rental agreement.
- c. Tenant must leave the residence on time and return it in the same condition as at the start of the rental period, save for normal wear.
- d. Tenant shall ensure full and proper payment of additional costs incurred during the rental period, such as, but not limited to, cost of transport and meals.
- e. Any complaints arising upon arrival or during the rental period should be reported by tenant to the designated contact person on site within a 24 hour period and/or to the landlord by e-mail or telephone within a 48 hour period. Landlord should be given the opportunity by the tenant to provide a suitable solution to solve the complaint during the rental period.

#### **6. OTHER OBLIGATIONS OF LANDLORD**

Landlord is required to provide the residence to tenants in time and in good condition, with all inventory available.

#### **7. FORCE MAJEURE**

In case of force majeure, both permanent and temporary, landlord is entitled to cancel or temporarily suspend the rental agreement, either complete or partly, without tenant being entitled to claim completion of the lease and/or compensation. Force majeure shall include, but not be limited to: risk of war, war, insurrection, terrorist threats, terrorism, strikes, interruptions in traffic or transportation, government measures, natural disasters, exceptional weather conditions and also all special circumstances outside the control of the landlord that prevent total or partial compliance with the rental agreement.