



GENERAL TERMS AND CONDITIONS VIPHOLIDAYS

Registered at Chamber of Commerce (Registration number: 08139966) VipHolidays 2007

1. General terms and conditions

With your reservation at VipHolidays you will accept the following terms and conditions. Before you make a reservation also read the general information about the holidays villas and your villa. This information is an indissoluble part of the booking conditions. When you accept the general terms and conditions you automatically accept the terms and conditions of AVIS car rental.

2. Reservation/booking

2.1 It is only possible to make an online reservation. Your reservation is binding after you have accepted the terms and conditions in the booking menu on the website. After your reservation you will receive a temporary reservation confirmation / invoice. Your payment will be processed automatically through the selected payment method.

2.2 VipHolidays works with online and real-time availability for most of their accommodations. However, it might be possible that the availability of our accommodations is not 100% correct. That is why you will receive a reply from VipHolidays which confirms the availability of the chosen villa and the confirmation of the booking. You will receive the reply within three days. VipHolidays reserves the right to cancel your booking without any obligation within 7 days after the reservation if availability of the villa is found to be not accurate. VipHolidays will always propose an alternative in such cases.

3. Reservation contract and payment

3.1 After receiving your online reservation the reservation is binding and 30% of the total payment will be charged. The rest of the payment (70%) must be paid within 9 weeks before departure. If your departure is within nine weeks from the booking the complete sum must be paid at once. The amounts will be collected by the selected pay method.

3.2 When a flight is also booked at VipHolidays you will receive a separate invoice. You are supposed to pay the tickets by return. VipHolidays reserves the right to implement mid price changes.

3.3 Your payment copy and reservation confirmation together form your complete rental agreement.

3.4 In case of late payment VipHolidays is entitled to cancel the reservations of the concerning villa.

3.5 Payments that already have been made will not be paid back. The cancellation conditions of VipHolidays are undiminished.

3.6 Any payment details are saved secured by VipHolidays and will not be used for other purposes.

4. Damage deposit

When you arrive at the accommodation our local representatives will ask for a damage deposit. Usual 5 percent of the total rental price with a minimum of 500 euro. For some of our exclusive accommodations this amount can be different, see the villa description on the VipHolidays website. A damage deposit is a guarantee for possible damage that is bin made to the villa by you. When there is no damage been made you will receive your damage deposit back within 30 days on your back account. When damage is done to the villa of the villa is not reasonably cleaned the local representative charge a part of part of the damage deposit of even can keep the whole damage deposit. The damage deposit can be paid cash or with credit card. You can also pay your damage deposit to VipHolidays. Ask our employees about this. You will receive a separate invoice which needs to be paid 2 at least 2 weeks before departure by bank transfer. VipHolidays will not accept credit card payments concerning the damage deposit. Within thirty days after the last day of your holiday you will receive the damage deposit back if the local representative says it was ok.

We advise to check the accommodation with are local representative at arrival and departure. If any defects are noticed on the check in day these must passed on to the local representative and the VipHolidays emergency phone number.

You should always have your IBAN number or BIC code of your account with you, so that our local representative can easily pay the damage deposit back. The IBAN number or BIC code can be found on your bank statement or

your bank can provide this information. Also make clear agreements with the local representative about the payback method. If you leave the accommodations earlier than planned make sure the local representative has your bank information.

VipHolidays can never be held liable concerning the damage deposit and will not take any responsibility concerning the levy and / or reimbursement. VipHolidays will not mediate between you and the local representative concerning the damage deposit.

5. Arrival and departure

the standard arrival day is Saturday (exceptions are mentioned in de villa description). On the arrival day you are mostly welcome between 15.00 hours and 18.00 hours in your accommodation. Earlier arrival is at own risk. Possible changes of the arrival time are noticed 6 weeks before departure when you receive the travel documents. If you can not arrive at the settled time or day you need to inform VipHolidays at least 2 before the official arrival date. If you fail to do so, we will have to charge you 150 euro a day. This amount represents the costs made by our local representative to be present especially for you on the arranged date/time.

If you find any defects at the rented villa please directly notice the local representative and VipHolidays. The local representative is your first contact person but it is also necessary to notice VipHolidays. If the local representative does not take any or too little action also notice VipHolidays. Our emergency number is reachable the whole day during your arrival day. You must give VipHolidays the opportunity to find a solution. If you fail to do so, your rights will expire. Do not wait till you are home again, we cannot do anything afterwards. See also complaints. On your departure day you are supposed to leave the villa at ten in the morning. In some cases it is possible to arrange a later departure time in consultation with our local representative. Be sure that when you leave the villa is nice and neatly. For example make sure that the dishwasher has been made empty. When the villa is not neatly when you leave it a part of the deposit can be retained. The villa rental price includes final cleaning so it is not necessary to clean the complete villa. An extra maid service, besides the regular maid service can be arranged. VipHolidays should know this at least one week before departure. When you have arrived at the accommodation you can plan and pay this with our local representative. Keep in mind that the local representative will mostly speak only English and the local language. During opening hours you can contact VipHolidays for urgent cases. During your arrival day VipHolidays is reachable the whole day by our emergency number. On the non-arrival days you can also call our emergency number and leave a message. You will be called back the same day or de next day.

6. Number of persons / group holidays

The number of people indicated by the villa description is including babies and children. This is also the maximum number of guests. If you wish to come with more people to an accommodation you will need to let us know immediately during your reservation. We will ask this for you for free. This information can be giving during the booking in the field remarks, but we will not give you a guarantee that this possible. It is also possible that the landlord will charge an extra fee. In case you arrive with more people without express consent of VipHolidays, VipHolidays and our local representative have the right to deny access to the accommodation. There is no right for a refund.

If the description of a villa says 2-4 persons it means the villa is perfect for 2 persons and it has a maximum of 4 sleeps. VipHolidays uses the following age classification: babies 0 till 5 years, children: 5 till 15 years and adults from 15 years.

Caution! If you travel with a group other than family related you will need to let us know during your reservation in the field remarks. Not all our villa´s accept groups or single sex groups. It is possible that such a group is asked for an extra deposit or even cancellation of your reservation. Thereby we advise that is you travel with such groups you contact one of our employees before booking, so that they can discuss this with the owner

7. Cancellation by hirer

Every cancellation of a booking should be confirmed in writing. VipHolidays uses the following cancellation charge, based on receive date of the cancellation letter.

A cancellation till 71 days before departure will cost you 30% of the entire journey sum

A cancellation between 70 and 56 days before departure will cost you 60% of the entire journey sum

A cancellation less than 55 days before departure will cost you 100% of the entire journey sum.

Any administration or other costs will not be refunded when you cancel the booking. When flight tickets and car rent papers are printed you should take a 100% cancellation fee in account. Cancelling additional services will mostly costs extra administration costs. A cancellation will be effective the day VipHolidays receives a written confirmation. The cancellation policy above, also apply when you do not pay. Your deposit will then be used for compensation.

8. Cancellation by VipHolidays

8.1 If VipHolidays need to cancel a booking of a villa, VipHolidays will inform you immediately and will if possible offer a similar or higher ranked (based on star ranking on the VipHolidays website) villa as an alternative. If you do not accept this offer or VipHolidays cannot give you an alternative VipHolidays will repay your money by return. You have no more right than the repayment of your money.

8.2 If VipHolidays cancels your booking less than nine days before departure and cannot offer an alternative or you do not accept the alternative you entitle to compensation of 150 Euro per booked villa.

8.3 Short-term bookings are excluded from article 8.2 Short-term bookings are bookings made in less than 5 weeks before departure.

9. Liability of the hirer

9.1 During your stay as hirer in the villa, you are fully liable for the rented villa, the interior of the villa and all matters which belong to the rented villa. Any damage done to these things by you or done by people who are travelling with you, must be compensated entirely and immediately to the local representative. As hirer you are also fully responsible for any additional costs. For example extreme high energy use. These need to be paid also entirely and immediately. VipHolidays has the right to keep the hirer fully liable if the hirer did not pay the whole or a part of the additional costs on the spot. If there are any collection costs these shall be passed on to the hirer who is named in the reservation form.

9.2 The house rules which are available in the villa are inextricably part of the booking contract and should therefore be strictly adhered to. The house is clean at arrival and should be clean at departure. It is not envisaged that you do not wash the dishes when you leave and you need to clean up the garbage during your stay. These are not tasks of the maid service. In southern European countries are failures in the electricity and water unfortunately more common than in Western Europe. When electricity or water supply fails VipHolidays is powerless and is not liable for the damage costs by the failure. We strongly advise you to let our local representative guide you to your villa because some roads are poorly marked so the villa can be difficult to find. You should also cooperate with our local representative to check the villa's electrical devices such as satellite TV, leakage or other possible defects. This check prevents you to be held responsible for any defects already existing.

9.3 The hirer is required to ensure proper liability insurance as well as travel insurance.

10. Liability of VipHolidays

10.1 VipHolidays cannot accept any liability for loss, theft, damage or injury to goods or people due to any defects in the rented villa, surrounding facilities or hired additional goods.

10.2 VipHolidays is not liable for any errors in the villa description or villa rent prices.

10.3 If there are any defect in the villa these need to be noticed to VipHolidays on the arrival day or to our local representative. Notification to VipHolidays can be done by calling our mobile emergency number so that any deficiencies can be remedied if possible. VipHolidays cannot accept liability for any structural defects such as broken pipes or other discomforts.

11. Cancellation/travel/liability insurance

11.1 VipHolidays strongly advises you to have a good travel and cancellation insurance. Participating in cancellation insurance is not obvious, not even with short-term bookings. We strongly recommend to do so! The cancellation insurance makes sure that you are no longer liable for the rent sum in certain circumstances.

11.2 When having a travel and or cancellation insurance from VipHolidays you have an agreement with Europeesche verzekeringen. If there are any claims you must directly turn to them. VipHolidays only operates as an intermediary and is not a liable party in this. We advise to read the terms and conditions of Europeesche verzekeringen, which can be found on www.europeesche.nl. You must also have a good liability insurance in case you do damage to the villa or surrounding facilities.

12. Car rental

12.1 When picking up your rental car at your holiday destination you must do a deposit by cash or credit card. Cash or credit card depends on the car you have rented. Credit card deposit is preferred above cash deposit because a cash deposit requires you to have a large amount of cash in your pocket. The deposit or copy of your credit card will be returned when you bring the rental car back without damage. Make sure you do get your copy of your credit card back and a confirmation that brought the car back properly. When picking up your rental car you can also expand your insurance or redeem your own risk by credit card. VipHolidays intermediates in the car rental and is an official partner of AVIS car rental. If you hire a rental car you have a direct agreement with AVIS. Any claims or damage to the rental car needs to be settled directly with AVIS. VipHolidays only intermediates and has no liability at all concerning the car rental. Therefore makes sure you have read the terms and conditions of AVIS which can be found on www.avis.nl

13. Flight tickets

13.1 When the flight tickets are printed you have to deal with 100% change or cancellation costs. As long as the tickets are not printed the prices of the tickets can be changed. Name changes on the tickets cannot always be done, even if the tickets aren't printed yet. The name on the flight ticket must be seen as the name in the passport. When the name on the flight ticket is different than the name in the passport the airline company has to the right to disallow you on board. VipHolidays cannot be held liable for extra costs concerning these cases.

13.2 You are supposed to be at the airport 2 hours before takeoff. If you check less than one hour before takeoff, it is possible that the flight is already fully booked even though you have valid tickets. VipHolidays cannot be held liable for extra costs concerning these cases and only acts as intermediate.

14. Satellite TV

14.1 If a villa description says that the villa has satellite TV this doesn't mean you can always watch all the Dutch channels for example RTL 5 or SBS 6. The foreign owners of the villas have decoders which are not suitable to receive Dutch channels. Contact VipHolidays for more information

15. Pets

15.1 Bringing along a pet is not always permitted. You need to ask this during your reservation of a villa. If a pet is allowed this will mean you will have to pay extra cleaning costs. Therefore we charge 50 euro per pet. Dogs and cats need to wear a flea band.

16. Cots

16.1 Most of the villas have one or more cots. You need to inform VipHolidays during the booking that you want use a cot. The cots can be fitted with bars or can be camping cots. You need to bring your own linen for the cots. VipHolidays is not liable for any accidents concerning cots. You have to check the validity yourself on the spot.

17. Comfort designation

17.1 On our website there is a comfort designation of every accommodation displayed in stars bought for interior as exterior. This designation is an indication and is based on the quality and comfort of the concerning accommodation. The number of stars varies per villa and region and is periodically updated by VipHolidays. No right may be derived from the comfort designation. This is an indication!

18. Construction nuisances, noise and environmental disasters

18.1 It may occasionally occur that there is unexpected construction work near the villa. If VipHolidays is aware of this you will be informed about it. VipHolidays will not be liable concerning this. The same applies to noise from neighbors, church bells, agricultural machines etc. We can also not protect you against environmental problems in your holiday region. For example pollution of seawater. We advise you to follow publications in the media.

19. Additional costs

19.1 Your villa rental includes bed linen, bath linen and (final) maid service. Extra services like extra cleaning or electricity costs are also (depending on the villa choice) included in the price unless the description says something else. Additional costs like extra cleaning, pool heating, central heating which are not included need to be paid locally.

19.2 VipHolidays does not interfere in the costs that need to be paid locally. When you leave the villa on another time or date than agreed you are responsible to make an agreement with our local representative concerning the additional extra costs. VipHolidays will not interfere or mediate in the additional costs. VipHolidays is not liable concerning additional costs.

20. Travel documents and legal provisions by country

20.1 Make sure that you have correct and valid travel documents. This includes vaccination certificates, etc for your pet. Also take the local laws of a country in account, for example applying for a visa. Inform yourself at the local authorities which travel documents are valid and what laws apply in a country. This is your own responsibility. Also make sure that you are informed about any local customs and the culture. This will make sure you are well prepared and it will make your holiday even more a success.

21. Complaints

21.1 For all your complaints on arrival, see arrival and departure.

21.2 Despite all our concerns it is possible you mean to have a legitimate complaint. If you notice any failure or defects during your stay in a villa, please directly contact our local representative and VipHolidays. Our local representative is your first contact point. If the local representative doesn't act enough or at all you are supposed to inform VipHolidays. Our mobile emergency number is reachable the whole day on your arrival day. You must give VipHolidays the opportunity to solve the problem. If you do not, your possible right will decay. Do not wait until your home again because we cannot solve anything afterwards.

21.3 In case the local representative or VipHolidays could not solve your problem during your holiday and you are going home unsatisfied, you will have to send a written, motivated complaint letter within 4 weeks after your homecoming to VipHolidays. Complaints which are received later than 4 weeks after your homecoming will not be accepted.

21.4 In severe cases you have to contact VipHolidays immediately. In most cases we can offer an acceptable solution and you will keep your holiday pleasure.

21.5 Leaving the villa without informing VipHolidays shall retain all rights to restitution or compensation.

VipHolidays is in any case only liable to the amount of the villa rent price.

22. Disclaimer

22.1 Important information for the visitors of the VipHolidays websites.

VipHolidays tries to take extreme care about their websites and the reliability and timeliness of data on the websites. Despite all the care we cannot prevent inaccuracies and omissions. VipHolidays is not liable for errors or inaccuracies. Obviously we will correct errors when they are noticed.

22.2 Applicability terms and conditions

All the accommodations and other services provided by our websites (from now on travel products) are subject to the general terms and conditions. The general terms and conditions can be seen on the read online or downloaded.

All VipHolidays travel products are subject to the Dutch legal system. The jurisdiction is located in Enschede.

22.3 Hyperlinks

The websites of VipHolidays contain hyperlinks to other websites for example to Europeesche verzekeringen. If these websites are managed by VipHolidays than that is indicated on that website. All the other websites which VipHolidays are links to are owned and managed by thirds. VipHolidays is not responsible for these sites.

22.4 Protection of intellectual property

The VipHolidays website and the content, text, translations and others things on the website are intellectual property of VipHolidays. For reproduction or distributions despite whatever medium is used is a written permission from VipHolidays necessary.

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Changes website/offers

VipHolidays reserves the right to make changes to their websites, such as offers, descriptions, prices and other travel products without any prior notification.