

GENERAL TERMS AND CONDITIONS FOR THE TENANT

We recommend that you read these terms and conditions carefully. These terms and conditions include both the rights and the obligations that apply to you and to Club Villamar. Through your payment to Club Villamar NV you confirm that you agree with the conditions described below.

1. Nature of the agreement

Club Villamar mediates in the realisation of rental agreements between owners and tenants. The lease is at all times an agreement between owners and the tenant. Only between those parties do rights and obligations arise from the rental agreement. Club Villamar acts as the representative of the owners and is not liable apart from insofar as it relates to the performance of mediation. In any event Club Villamar is not liable in any way for any sum higher than the rental amount paid by the tenant. Club Villamar reserves the right at all times to refuse or cancel bookings.

2. Satisfaction guarantee

Club Villamar takes great care in the preparation of your holiday. On the basis feedback, action is always taken if there are opportunities for improvement. We aim to provide clarity about your holiday home before you book.

If, on arrival, the holiday home you have rented does not correspond with the actual characteristics in the description on our website, you can report this to Club Villamar by telephone. This arrangement includes properties that do not correspond to the predefined characteristics or residences where unresolvable shortcomings in the interior have been found. After you have reported this, it is the responsibility of the owner to remedy the shortcomings. If this is not possible, Club Villamar will always try to offer you a replacement holiday home. The surroundings of a holiday home is subject to external influences; the description is therefore an illustration that may change depending on the season and weather type. If you do not make use of the property or the alternative offered, you will always get your money back. This will be back in your account within a few days.

What do you have to do to qualify for this guarantee:

- First of all, of course, book a property with us in which this guarantee applies
- Make a call to Club Villamar on arrival if this property does not match the descriptions and conditions
- Give the owner the opportunity to solve the problem

3. Lowest price guarantee

Club Villamar has stipulated a Lowest Price Guarantee when entering into agreements with owners. That means that the price as you see it on Clubvillamar.com is always the lowest price.

Should you nevertheless find the same apartment at a lower price with the same conditions (the same period, number of persons, services), then you pay Club Villamar the same amount as you would pay the other party. This regulation applies to the rent, but less the deposit. "Same conditions" also means that differences caused by, for example, booking earlier or later do not fall under this scheme.

A last-minute booking can therefore be cheaper, also on our own website.

You can claim against this arrangement before you make a reservation, and up to 7 days after you have actually made a reservation. After this period the possibility to make a claim expires. We only ask for proof by e-mail so that we can verify this.

4. Payment conditions

After we have received your reservation form and the deposit according to the contract, the booking is final. The remaining amount must be paid no later than 8 weeks before commencement of the rental period to the following account:



ACCOUNT NAME: Club Villamar N.V.
IBAN: NL27DEUT0457590904
BIC: DEUTNL2N
NAME BANK: Deutsche Bank Nederland N.V.
ADDRESS BANK: Newtonlaan 271, 3584 BH UTRECHT (NETHERLANDS)

Payment reference: please state the reservation number. Please do not forget this!

Club Villamar reserves the right to cancel your reservation if we have not received your deposit within 5 days after sending your booking form.

5. Deposit

The villas that are shown on our website each have different rules regarding the payment of deposits. Information about this can be found on every villa page on our website www.clubvillamar.com and also in the special conditions mentioned under point 17 of these terms and conditions.

6. Cancellation policy

Cancellation by tenant:

If you cancel less than 4 weeks before the planned arrival date, you are liable for the entire rental amount. Cancellation earlier than 4 weeks but not earlier than 8 weeks before the planned arrival date means you are liable for 75% of the rental amount. For cancellations earlier than 8 weeks before the planned arrival date you are liable for 50% of the rent amount.

Cancellations must be reported directly to Club Villamar by telephone or by e-mail. If you cancel by telephone, it will still have to be confirmed in writing.

The day of receipt of the written confirmation will be designated as the day of cancellation.

Cancellation by Club Villamar:

If any circumstance necessitates cancellation of the already rented holiday home, the tenant will be notified directly and, where possible, an alternative will be offered. If you do not accept this alternative, or if it is not possible to offer an alternative, any rental amount already paid by the tenant will be immediately refunded. The tenant has no further claim against Club Villamar other than to reclaim this amount.

7. Liability of the tenant

During your stay in the holiday home, you as a tenant are fully liable for the rented property, the interior and all the items that belong to the rented home and any damage which, without proof to the contrary, is suspected to have been caused by your actions or those of your travelling companions, must be fully reimbursed by you for the full new value immediately and to the landlord or contact person present. Club Villamar is entitled to use the deposit to that end.

In the event of extreme, wilfully applied damage to the property or gross nuisance to local residents caused by the tenant, Club Villamar has the right to immediately dissolve the rental contract without refund of rent.

Between 22:00 and 08:00, the tenant must respect the neighbours' right to rest and not cause any inconvenience.

It is not possible to accommodate more than the maximum number of people allowed (indicated for each property on the website) without written permission.

Violation of this rule may result in immediate termination of the rental, without any right to compensation.

Pets:

Not all home owners accept pets in their accommodation. Only where stated on the Club Villamar website, and in writing on the booking form, will keeping a pet in the villa be permitted.

8. Liability of Club Villamar NV

Club Villamar can never be held liable for damage and/or costs suffered by the tenant. Club Villamar is not liable for loss, theft, damage or injury of whatever nature, caused to, or by tenants of holiday homes mediated by Club Villamar. Club Villamar is not liable for noise pollution during the stay. Moreover, Club Villamar is not liable for non-culpable errors in the property description as stated on the website.

9. Building activities

The villas of Club Villamar are private properties belonging to different owners and are not in a holiday park. Because of this, it can occasionally happen that unexpected construction work takes place in nearby plots commissioned by owners we do not have a contract with. Unfortunately, nuisance caused by such work cannot be completely excluded. Although Club Villamar cannot take responsibility for this, we will consult with our arrival offices at all times to try to mediate in this.

10. Arrival and departure

The villas that are shown on our website each have different rules regarding arrival and departure. Information on this can be found on each villa page of our website www.clubvillamar.com and also in the special conditions mentioned under point 17 of these general conditions.

11. Facilities

Not all sports facilities, swimming pools, playgrounds, restaurants, entertainment venues etc. mentioned in the description are open every day, all year round. Club Villamar is not liable for third-party services that were inaccessible during your holiday for whatever reason.

12. Cleaning

The villas that are shown on our website may have different rules concerning the cleaning. Information about this can be found on every villa page on our website www.clubvillamar.com and also in the special conditions mentioned under point 17 of these terms and conditions.

The following will apply to every villa:

Your accommodation will be delivered in a clean condition. The intention is that you leave the accommodation in a clean condition on departure. All comments or complaints about cleaning and/or inventory should be immediately notified to our representative on the day of arrival. If you are not satisfied with the state of service provided, please contact the relevant service representative on site.

When leaving your accommodation, please make sure that;

- crockery and cutlery are washed up and stored away
- the dishwasher (if present) is empty
- the beds are stripped and the linen (if rented from Club Villamar) is collected in one central place
- the household waste has been deposited in the waste containers
- the fireplace and BBQ are empty and cleaned
- the patio furniture is in place and the garden and/or the terrace is free of waste

13. Complaints procedure

If you find an error or an imperfection at your destination, you can report this to our local representative. He or she will be, in most cases, able to provide an appropriate solution. If you have complaints on site for which no direct solution is available, we request that you notify Club Villamar in writing via reservations@clubvillamar.com so that we are able to resolve the complaint in an appropriate way. The deadline for submitting this written complaint is 7 days after departure from the accommodation. After this deadline, newly submitted complaints will no longer be processed.

14. Choice of law

The applicable law for these Terms and Conditions is the law of Curacao.

15. Conflict solution

Any question, dispute or difference that arises, without exception, between the parties with relation to the rights, obligations and/or liabilities, which come under circumstances that cannot be settled amicably, will become subject to a legal assessment in Curacao. Within 10 days of receipt

of a written question from either party under this paragraph, both parties will have a lawyer appointed, who will notify each other by appointment. The two (2) appointed lawyers will then appoint a third lawyer within fifteen (15) days after the aforementioned ten (10) day period.

16. Comments

A required or permitted written notice under these general terms and conditions can be sent to Club Villamar by e-mail (email address of the party involved), fax, registered mail or courier to the last known address. Other written notices to Club Villamar NV must be addressed to its email address: reservations@clubvillamar.com

17. Special conditions for the tenant

Because Club Villamar offers holiday homes in different areas of Spain, there may be differences with regard to:

A. Guarantee for families and groups of young people and the damage fund:

Information regarding the size of the amount of the deposit or damage fund can be found on each villa page.

A1 Guarantee for families: You pay the amount stated on the villa page on arrival to the person responsible for the villa.

A2 Guarantee for young people: groups of young people with an average age equal to or younger than 25 years pay a deposit of 150 Euros per person, with a maximum of 1000 Euro.

A3 Damage Fund applicable: For families: The amount of the damage fund is a non-refundable amount, which must be paid at the time of the reservation and is an alternative to the deposit. More information about villas that fall under this scheme can be found on every villa page. In cases where a damage fund applies, no deposit has to be paid. In the case of extreme and/or intentionally caused damage, the tenant will have to pay the value of the damages in cash to the representative.

B. Deposit:

Upon arrival you pay the deposit in cash to our representative (s) on site. The deposit will be refunded to your bank account or credit card within 10 days of your departure. Any losses or damages to, in, or of the holiday home that are identified will be deducted. Any damage and defects that are not reported to our representative within 24 hours of arrival will be deemed to have been caused by you. Young people (groups of people on average <25 years) pay a deposit of 150 Euro per person.

C. Arrival and departure

Club Villamar works with various local agencies along the Spanish coasts and each agent has its own arrival times and conditions. The information in relation to the arrival schedules is displayed on each villa page and in the directions which will be sent to you by email. To verify your reservation, please provide a copy of the Club Villamar reservation form and a valid proof of identity to our local representative(s) on arrival. Please respect the arrival and departure times of the agency. If you have an arrival/departure time which is different from the time stated on the website, you must ask explicit permission from Club Villamar or our local representative(s).

D. Extra Service:

D1. Cleaning.

The final cleaning is an optional or mandatory service that you can book with the reservation office or upon arrival. The costs for final cleaning can be found on each villa page. Even if you book the final cleaning service you should know that there are still a number of things that we expect from you (cleaning the barbecue, emptying the dishwasher, removing the waste, etc.). If the property is not delivered in accordance with these guidelines, the local representative is entitled to withhold cleaning costs.

D2. Interim cleaning:

The interim cleaning of the villa is an optional service, which is negotiable and the amount of which can be paid on arrival.

D3. Rental and costs of towels and bed linen:

Information about the rental and costs of towels and bed linen can be found on the webpage listing the villa information.

D4. Use of gas, water and electricity:

For most rental objects this is included in the rent. In some cases, you will need to pay for the use of gas, water and electricity. You can read this information on the webpage listing the villa information.

18. Young people under the age of 18.

In accordance with European law, a person may only book a villa and go on holiday without supervision upon reaching the age of 18.

19. Exceptions to the guarantee/deposit procedure.

The person responsible for the villa can decide at any time to ask groups of people, older than 25, who do not travel together as a family, to pay a deposit.