**General Terms and Conditions Sun Sea Beach**

**Thank you for your booking at Sun Sea Beach**

**TERMS AND CONDITIONS Callinghe purchase and sale B.V. & Zon Zee Strand B.V.**
Hereinafter referred to as Callinghe / Zon Zee Strand.
These conditions are effective as of November 1, 2018.

**Article 1: Definitions.**
In these terms and conditions, the following definitions shall apply:

* a. vacation rental: bungalow, summer house, apartment, vacation villa and the like;
* b. holiday maker: the person who enters into the agreement concerning the vacation accommodation with Callinghe/ Sun Sea Beach;
* c. co-creditor: the person(s) also indicated on the agreement;
* d. third party: any other person, other than the holiday maker and/or fellow holiday maker(s);
* e. agreed price: the fee paid for the use of the vacation accommodation; this should include what is not included in the price using a price list;
* f. Costs: all costs to Callinghe/ Sun Sea Beach associated with the operation of the recreation business;
* g. information: written/electronic data on the use of the vacation rental, its facilities and the rules regarding the
stay;
* h. cancellation means the written termination by the holiday maker of the agreement, prior to the effective date of the stay;
* i. a dispute: if a complaint of the vacationer submitted to Callinghe/ Sun Sea Beach is not resolved to the satisfaction of the parties.

**Article 2: Content of agreement**

* 1. Callinghe/ Sun Sea Beach shall place at the disposal of the holiday maker for recreational purposes, i.e. not for permanent occupation, a vacation home of the kind or type agreed upon, for the period and price agreed upon.
* 2. Callinghe/ Sun Sea Beach is obliged to provide in advance to the holiday maker the written information on the basis of which this agreement is partly concluded. Callinghe/ Sun Sea Beach shall always inform the holiday maker timely of any changes therein.
* 3. If the information differs substantially from the information provided at the time of entering into the agreement, the holiday maker shall have the right to cancel the agreement without charge.
* 4. The holiday maker has the obligation to observe the agreement and the accompanying information. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him observe the agreement and the accompanying information.

**Article 3: Duration and expiration of the agreement**
The agreement ends by operation of law after the expiration of the agreed period, without notice being required.

**Article 4: Price and price change**

* 1. The price is agreed on the basis of the rates in force at that time, which have been established by Callinghe/ Sun Sea Beach.
* 2. In case after determination of the agreed price, as a result of an increase of charges on the side of Callinghe/ Sun, additional costs arise as a consequence of a change of charges and/or levies, which directly relate to the vacation residence or the holiday maker, these may be passed on to the holiday maker, also after the conclusion of the agreement.

**Article 5: Payment**

* 1. The holiday maker must make payment in Euros, unless otherwise agreed, in accordance with the terms agreed upon.
* 2. In case the holiday maker, despite prior written demand for payment, does not or not properly fulfill his payment obligation within a period of two weeks after the written demand, Callinghe/ Sun Sea Beach shall be entitled to cancel the agreement with immediate effect, without prejudice to Callinghe/ Sun Sea Beach's right to full payment of the agreed price.
* 3. Should Callinghe/ Sun Sea Beach not be in possession of the total amount due on the day of arrival, it shall be entitled to deny the holiday maker access to the vacation accommodation, without prejudice to Callinghe/ Sun Sea Beach's right to full payment of the agreed price.
* 4. The extrajudicial costs reasonably incurred by Callinghe/ Sun Sea Beach after a notice of default shall be borne by the holiday maker. In case the total amount has not been paid in time, the legally determined interest rate on the outstanding amount shall be charged after written summons.
* 5. The holiday maker shall be obliged to report any damage in or to the vacation residence that has arisen during the rental period through the actions of the holiday maker, the fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him. This damage must be compensated by the holiday maker. The refunding of the deposit does not alter the obligation of the holiday maker to compensate any damage. Callinghe/ Sun Sea Beach shall be entitled to hold the holiday maker liable after the end of the rental period.
* 6. As of 01-01-2023, you can **no longer** pay in cash at our office. We will only accept MAESTRO debit cards.

**Article 6: Claims insurance**

All bookings made through Callinghe/ Sun Sea Beach include compulsory damage insurance. Callinghe/ Zon Zee Strand charges € 25,- per booking. This damage insurance replaces the obligatory deposit. Should damage occur during normal use of the accommodation, Callinghe Verhuur/ Zon Zee Strand will reimburse the excess up to a maximum of € 250. We expect tenants to use the rented accommodation with due care and to leave it clean and tidy upon departure.

Excluded from this insurance is:

* Damages caused intentionally or by gross negligence of the insured person
* Damage caused by excessive use of alcohol and/or narcotics
* Failure to leave the rented object broom clean and tidy according to our terms and conditions\* and the resulting additional cleaning costs.

\* You will find these in our welcome booklet and information folder in the rented property.

Note: For the following houses we require a deposit instead of the damage insurance: Zuidwester and Hoeve Landzicht.

**Article 7: Cancellation**

* 1. The holiday maker can only cancel his booking in writing. In case of cancellation, the holiday maker shall pay a compensation to Callinghe/ Sun Sea Beach. In case of cancellation of a booking the following amounts shall be due:
- Up to 61 days before arrival\*, 25% of the rent + reservation costs;
- From 60 days up to 35 days before arrival\*, 50% of the rent + reservation costs;
- From 34 days to 2 days before arrival\*; 90% of the rent + the reservation costs;
- In case of cancellation within 2 days before arrival\* or no notice, you will owe the total rental fee.
\*  Callinghe/ Sun Sea Beach does not count the actual arrival day of the holiday maker in this. The last day of the calculation concerns 1 day before arrival of the holiday maker until 24:00 hours.
* 2. The remuneration shall be refunded pro rata, after deduction of administration costs, in the event that the place is reserved for the same period or part thereof by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur.

Our cancellation policy does not apply to rebookings made out of goodwill. Do you wish to cancel your rebooking? We apply the deadline, and the corresponding cancellation percentage, in effect at the time you chose to rebook.

**Article 8: Use by third parties**

* 1. Use by third parties of the vacation accommodation is only permitted if Callinghe/ Sun Sea Beach has given its written consent.
* 2. The permission granted may be subject to conditions, which must then be laid down in advance in writing.

**Article 9: Minumum age of holiday maker/renter vacation home**

Callinghe/ Sun Sea Beach only rents its homes to persons 25 years of age or older. In case of doubt, identification will be requested at check-in. If appropriate ID cannot be presented upon arrival, matching the person coming to pick up the key to the rented accommodation, access may be refused and the reservation cancelled, without refund of payment. Identifying with someone else's ID card we do not accept as valid identification.

**Article 10: Premature departure of the holiday maker**
In case of premature departure of the holiday maker, the holiday maker shall still owe the full price for the agreed upon tariff period.

**Article 11: Interim termination by Callinghe/ Sun Sea Beach and eviction in case of culpable failure and/or wrongful act**

* 1. Callinghe/ Sun Sea Beach may terminate the agreement with immediate effect:
a. In case the holiday maker, fellow holiday maker(s) and/or third party/parties do not or not adequately observe or comply with the obligations resulting from the agreement, the accompanying information and/or government regulations, despite prior warning, and to such an extent that, according to the standards of reasonableness and fairness, Callinghe/ Sun Sea Beach cannot be required to continue the agreement;
b. In case the holiday maker, despite prior warning, causes nuisance to Callinghe/ Sun Sea Beach and/or fellow holiday makers, or spoils the good atmosphere on, or in the direct vicinity of the site;
c. In case the holiday maker, despite prior warning, acts contrary to the destination of the grounds by using the vacation accommodation.
* 2. If Callinghe/ Sun Sea Beach wishes interim termination and eviction, he must notify the holiday maker by personally handed letter. The written warning may be omitted in urgent cases.
* 3. After cancellation, the holiday maker must ensure that the vacation residence is vacated and the grounds are left as soon as possible, but within 4 hours at the latest.
* 4. The holiday maker remains in principle obliged to pay the agreed rate.

**Article 12: Laws and regulations**

* 1. Callinghe/ Sun Sea Beach will ensure at all times that the vacation accommodation, both internally and externally, meets all environmental and safety requirements that are or may be imposed on the vacation accommodation by the government.
* 2. The holiday maker shall be obliged to strictly observe all safety regulations in force on the grounds. He shall also see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him strictly observe the safety regulations in force on the grounds.

**Article 13: Maintenance and construction**

* 1. The holiday maker shall be obliged to keep the vacation residence and its immediate surroundings, during the term of the agreement, in the same condition in which the holiday maker received it.
* 2. The vacationer, fellow vacationer(s) and/or third party(ies) are not allowed to dig on the property, cut down trees, trim bushes or perform any other activity of such nature.

**Article 14: Liability.**

* 1. Callinghe/ Sun Sea Beach acts only as a mediator between tenant and landlord and does not accept any responsibility for the default of the landlord in any respect.
* 2. Callinghe/ Sun Sea Beach shall not be liable for any accident, theft or damage on the lodging premises unless it is the result of a failure attributable to Callinghe/ Sun Sea Beach.
* 3. Callinghe/ Sun Sea Beach is not liable for consequences of extreme weather conditions or other forms of force majeure.
* 4. Callinghe/ Sun Sea Beach is not liable for utility failures.
* 5. The holiday maker shall be liable towards Callinghe/ Sun Sea Beach for any damage caused by the acts or omissions of himself, the co-creant(s) and/or third party/parties as far as it concerns damage that can be attributed to the holiday maker, the co-creant(s) and/or third party/parties.
* 6. Callinghe/ Sun Sea Beach undertakes to take appropriate measures after notification by the holiday maker of nuisance caused by other holiday makers.
* 7. Obvious errors and/or mistakes do not bind Callinghe/ Sun Sea Beach. Such errors and mistakes, from the perspective of the average recreationist, are or should be known as such at first glance.
* 8. If the Dutch language is not sufficiently understood, you will also find on our website the TERMS AND CONDITIONS of Callinghe/ Sun Sea Beach in the German language. In case of differences in interpretation, the Dutch TERMS AND CONDITIONS shall be binding.

**Article 15: Website**
The Sun Sea Beach website has been compiled with great care. Despite constant care and attention paid to the composition of the website, it is possible that information may be incomplete or incorrect. Callinghe/ Zon Zee Strand cannot be held liable for any damage, direct or indirect, of whatever nature, that is in any way connected with the use of the Callinghe/ Zon Zee Strand website, or with the temporary inability to consult the Zon Zee Strand website. No legal liability can also be attributed to the images on the Sun Sea Beach website.

**Article 16: Complaints**
In case the holiday maker has a complaint with respect to the vacation accommodation during the rental period, or in case the vacation accommodation does not correspond with the description of the vacation accommodation given beforehand, the holiday maker is obliged to inform Callinghe/ Zon Zee Strand thereof by return. Callinghe/ Zon Zee Strand will of course make every effort to solve the problem in question as soon as possible to the satisfaction of the parties. If the holiday maker is not satisfied with the solution, the holiday maker must submit the complaint again in writing to Callinghe/ Sun Sea Beach within two weeks after the expiration of the rental period. The expiration of the rental period without informing Callinghe/ Sun Sea Beach of the complaint shall result in the loss of all rights of the holiday maker to damages or compensation. All disputes relating to the agreement shall be governed by Dutch law.