



## **Terms and Conditions**

### ○ ***Acceptance of Terms and Conditions / Contract of Hire***

· All bookings applications accepted by Havaa Apartments B.V. are subject to these terms and conditions that are deemed to have been accepted in full by the hirer and all persons in the party.

· Payment of deposit or rental charge also indicates acceptance of these terms and conditions.

### ○ ***Confirmation of Booking***

· Your booking is only confirmed on receipt of payment of your booking deposit. Written confirmation together with receipt of payment of booking deposit will be issued by Havaa Serviced Apartments B.V. by post or fax.

### ○ ***Prices***

· All prices are quoted in Euros unless otherwise specified.

· The prices quoted include all administration, marketing, and communication charges prior to the rental period.

· All prices are based on costs prevailing at the time of quotation and may be subject to change.

### ○ ***Booking Procedure***

· When a booking is made a Euro 150 booking deposit is required together with the signed Booking Form to confirm the reservation.

· The balance of rent is to be paid at arrival and will be debited against the credit card, which details are to be held by Havaa Apartments B.V. 2 days prior to the arrival date. If Havaa Apartments B.V. does not receive credit details by this time, the booking may be cancelled and the deposit forfeited.

### ○ ***Methods of Payment***

Payment must be made to Havaa Serviced Apartments B.V. in Euros and must be clear of all bank charges, exchange rate variations, and any other deductions.

We are pleased to accept the following methods of payment:



- Credit/Debit Card:
  - Visa, MasterCard, American Express, JCB
- ***Facilities and Services***
  - All apartments are fully furnished to a high standard and include a kitchen fully equipped with appliances, cutlery, crockery, and kitchen utensils. No food is provided.
  - A Broadband Internet connection is provided at all locations. This service is Free to use, however is not guaranteed. Havaa Apartments can not be held accountable for any loss of connection. If a loss of connection does occur, Havaa Apartments will endeavour to get reconnected as quickly as possible.
  - A full inventory of equipment and utensils is also provided.  
Please note: No items must be removed from the apartment during your stay.
  - Unless otherwise specified, the prices quoted for all serviced apartments include heating, electricity, gas, water and television. The prices include rental charges for telephone equipment but exclude service charges for calls made.
  - Unless otherwise specified, the prices quoted include maid service once a week. All linen and towels are included and changed once a week. Any extra charges are at the management's discretion.
- ***Cancellation by hirer***
  - All notification of cancellation must be made in writing by post or fax to Havaa Apartments B.V..
  - When notification is received more than 14 days prior to the arrival date, all payments received from the client are refunded.
  - When notification is received within 14 days prior to the arrival date, the full booking deposit (Euro 150.00) is forfeit and the refund of other payments is subject to the accommodation being re-let. The refund is less the rent for any part of the contracted occupancy during which the accommodation remains vacant and less all costs incurred. When attempting to re-let booked accommodation, Havaa Apartments B.V. give priority to other unsold accommodation.
  - Change of arrival or departure date or location by the client may be treated as cancellation and re-booking.
- ***Number of Occupants***



- Only persons listed on the Booking Form may occupy the apartment. The apartment cannot be re-let/sublet to any other group/party without the written approval of Havaa Apartments B.V..

- The number of persons permitted to occupy the apartment is limited to the number of beds available. Under no circumstances may more than the maximum number of persons specified in the apartment description occupy the apartment except by prior written agreement with Havaa Apartments B.V.

Havaa Apartments reserves the right to refuse admittance to the apartment to the hirer and their party if they are in breach of this condition.

- ***Check-in and Check-out***

- The rules for check-in and check-out are set by Havaa Apartments B.V.

- All apartments are usually available for occupation after 3:00 pm on the Day of arrival. Keys are made available during working hours (between 9:00 a.m. and 5:00 p.m.). Arrangements can be made for key collection after hours and on Sundays, subject to prior arrangement.

- All apartments must be vacated by 11:30am on the day of departure, and keys must usually be returned by 11:30am on that day. Arrangements can be made for return of keys on alternative days prior to the day of departure and after hours, subject to prior arrangement.

- If there is any delay in vacating the apartment beyond the agreed time, a full day's rental, calculated as one seventh of the weekly rate applicable, is charged to the client.

- ***Damage to Apartment***

- The hirer is responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the hire period.

- Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the apartment or its contents which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the apartment or their guests. Such damage must be reported, without delay, to our local representatives. The cost of the repair or replacement must be agreed with and paid to Havaa Apartments B.V.

- The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of our insurers in respect of the apartment and its contents which might make the same void or voidable.

- ***Termination by Havaa Apartments B.V.***

· Havaa Apartments B.V. has the right to terminate a booking at any time on the grounds of abuse to staff or other guests, mistreatment of the apartment or criminal activity on the part of those occupying the apartment or their guests. In such circumstances, Havaa Apartments B.V. is not obliged to provide or locate alternative accommodation. The period of notice and the proportion of refund are at the discretion of Havaa Apartments B.V.

○ ***Injury or Loss***

· Havaa Apartments B.V. cannot be held responsible for any personal injury, loss or damage to personal effects howsoever arising at the accommodation.

· Neither we, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply.

○ ***Rights of Access***

· Representatives of Havaa Apartments B.V. or their subcontractors have the right of access to the property at any time, with due regard to the convenience of the hirer, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

○ ***Pets***

· Regrettably no pets of any kind are permitted under any circumstances. The client is liable for any infringement of this rule by the client's occupiers.

○ ***Information***

· All information supplied by Havaa Apartments B.V., is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made either in writing or otherwise, but Havaa Apartments B.V. is not liable for any variation however caused.

**Complaints**

· Any complaints about the apartment, or its contents, must be made in writing immediately to Havaa Apartments B.V. at P.O. Box 467; 3500 AL Utrecht or faxed to Havaa Apartments B.V. on +31 (0)30 3100156. Havaa Apartments B.V. will take all reasonable steps to settle the problem. Havaa Apartments B.V. shall not have any liability for any complaint submitted after the completion of the rental period.



○ ***Litigation***

· In the event of any litigation arising from the booking of accommodation by Havaa Apartments B.V., the Courts in the Netherlands shall have sole jurisdiction on such arising matters and Dutch law prevalent at the time shall be applied at the times.

○ ***Force Majeure***

· We will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled or we are unable to perform our contractual obligations as a result of events beyond our reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions.

○ ***Insurance***

· The apartment hire cost does not include any personal insurance cover of any kind. It is recommended that insurance is taken out against cancellation. It is further strongly advised that personal accident and medical insurance is also taken out.

○ ***Smoking***

· Havaa Apartments B.V. operates a NO SMOKING POLICY. Smoking is not permitted in the apartments or in the internal communal areas of the apartment blocks.

○ ***Security of Tenure***

· As the apartments are used as holiday accommodation they are exempt from security of tenure.

○ ***Interest***

· Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of payment, at a rate of 4% above Rabo Bank's base rate in force at the time and shall accrue at such a rate after, as well as before any judgement.

○ ***Corporate Credit***

· Corporate credit facilities with Havaa Apartments B.V. may be obtained on application. Credit facilities must be agreed prior to check-in. For full details and an application form write to Havaa Apartments B.V. at P.O. Box 467; 3500 AL Utrecht.



Your acceptance of these conditions is acknowledged by making a booking or sending us a completed booking application form. Payment of deposit or rental charge also indicates acceptance of these terms and conditions.