

Article 1 General terms and conditions and definitions

These general terms and conditions apply to a temporary accommodation agreement between L.A. Delft and the user of an apartment or holiday apartment. These general terms and conditions also apply to the quote that L.A. Delft submits to the user and to all bookings made by the user.

The User: The person who uses the apartment or holiday apartment during a particular period and who owes the agreed price per night to L.A. Delft and/or requests a quote from L.A. Delft or makes a booking for an apartment offered by L.A. Delft. L.A. Delft only accepts bookings made by persons that are at least 18 years old. **L.A. Delft:** L.A. Delft is the party that makes the apartment or holiday apartment available to the User on the basis of the accommodation agreement.

Accommodation Agreement:

The Agreement concluded between the User and L.A. Delft for the use of an apartment or holiday apartment for an agreed number of nights.

Apartment: The apartment or holiday apartment to which the Accommodation Agreement relates.

Usage Fee: Price per night multiplied by the agreed number of nights. The Usage Fee can be increased with costs and the deposit. **Deposit:** The part of the Usage Fee that the User owes to L.A. Delft when making the booking. **Security Deposit:** the amount that the User pays in advance to L.A. Delft for any costs, damage or loss for which the User is responsible. **Times of arrival and departure:** the times agreed upon between the User and L.A. Delft.

Article 2 Conclusion of the Accommodation Agreement

The Accommodation Agreement will take effect:

- after the User has successfully completed and sent the booking on the website of L.A. Delft or a booking website and the confirmation hereof by L.A. Delft has been sent to the User or;
- after the User has received a quotation submitted by L.A. Delft, has signed it for approval and returned it, has received the written confirmation by L.A. Delft or;
- after the User has received a quotation at the offices of L.A. Delft, has signed it for approval and has received the written confirmation from L.A. Delft.

The User will only be granted the right of access to the Apartment after the Accommodation Agreement has been concluded. If the User has made a booking and it has been electronically confirmed by L.A. Delft, L.A. Delft is unilaterally entitled to cancel this booking within 48 hours after receiving the electronic confirmation without becoming liable for compensation in this connection.

Article 3 Payment conditions

The User must pay the deposit/payment into the bank account specified by L.A. Delft within five days after the booking has been made. If the deposit/payment has not been paid into L.A. Delft's bank account within the stipulated period, the User may not lay claim to conclusion of the Accommodation Agreement. The full Usage Fee must be paid into L.A. Delft's bank account by no later than 2 weeks before commencement of the period of use. If these conditions are not met the right to conclusion of the Accommodation Agreement will lapse subject to the provisions of Article 9.

Article 4 Costs

If any costs are due in addition to the Usage Fee, this will be stated on the website of L.A. Delft. The User will pay these costs in the same manner as the Usage Fee.

Article 5 Security deposit

L.A. Delft charges the User a security deposit. The security deposit must be paid into the bank account specified by L.A. Delft with the final payment (two weeks before arrival). The security deposit will be returned to the User by L.A. Delft immediately after the end of the agreed length of stay, or paid back into the User's bank account within one week if the deposit was paid in advance. This will be done after deducting any costs of damage caused, defects and/or loss or disproportionate consumption of energy. Any such deduction will be reasonable and at the discretion of L.A. Delft.

Article 6 Obligation of L.A. Delft

L.A. Delft will ensure that the Apartment is made available to the User in a good and well maintained condition at the agreed time of arrival and in accordance with the confirmation submitted to the User. L.A. Delft will arrange the linen and ensure it is changed in the event of a prolonged stay.

Article 7 Obligation of User On arrival at the Apartment, the User must inspect the Apartment for any unsafe situations and/or defects.

If, in the opinion of the User, such unsafe situations and/or defects are present, the User must notify L.A. Delft thereof immediately. L.A. Delft will remedy these situations and/or defects as soon as possible. Overnight stays in the Apartment are permitted up to the number of persons stated on the website of L.A. Delft and/or the confirmation submitted by L.A. Delft. Only the persons mentioned by the User by name when making the booking are entitled to spend the night in the Apartment. Persons other than the User and any persons designated by the User, or friends, acquaintances or relatives may not be allowed access to the Apartment. The User bears responsibility for all persons mentioned. L.A. Delft operates a Non-Party Policy.

All forms of public or other drunkenness or disruption by the User will lead to the User's immediate eviction. If the aforementioned provisions are violated, the Accommodation Agreement will be terminated with immediate effect and access to the Apartment will be denied. The User remains liable for the full Usage Fee. After the Agreement has terminated, L.A. Delft will be entitled to immediately rent the Apartment to another party.

The User is not allowed to open closed-off spaces. When leaving the Apartment, even if only for a short time, it must always be properly locked. In the event of theft or loss as a consequence of non-compliance with this provision, the User will be held liable for all resulting damage. Smoking and open fires are not allowed in the Apartment or anywhere in the building. If evidence of smoking is found, a fee of EUR 100 will be charged for cleaning the Apartment. Pets are not allowed. In the event of fire as a consequence of negligence, the User will be held liable for the resulting damage. The User is not allowed to place bicycles in the Apartment. The User is not allowed to have pets in the Apartment.