

LXRYHOME

GENERAL RENTAL TERMS AND CONDITIONS LXRYHOME

(version June 2022)

Article 1 - General

1.1. In these General Rental Terms and Conditions, the following terms are defined as follows:

General Terms and Conditions of Rental: the general terms and conditions of rental at issue here.

Booking: the Rental Agreement entered into in writing by the Lessee and the Lessor, whereby it is established for which period and under which conditions the Rental Agreement has been agreed upon.

Booking Request: the non-binding request of a third party to rent an Accommodation

Lessee: a natural person or legal entity who enters into a Rental Agreement with the Lessor regarding an Accommodation.

LXRYHOME: the trade name of the private limited company LXRYHOME B.V., with its registered office in Oud Gastel (Netherlands), which acts as an intermediary between the Lessee and the Lessor with respect to entering into the Lease Agreement and which also acts - if necessary - as an authorised representative of the Lessor

Lessor: the lessor of the Accommodations as specified in the Booking.

Rental agreement: the agreement concerning the rental of an Accommodation that is entered into between the Lessee and the Lessor via the mediation of LXRYHOME. Accommodations: the accommodations which are offered for rent by LXRYHOME on behalf of Lessor through the Website.

Website: the website www.lxryhome.com, the website www.lxryhome.com as well as any (other) land extensions such as .nl, .de and .be.

1.2. These General Rental Terms and Conditions apply to all offers made by LXRYHOME - whether through the Website or not - as well as to Booking Requests, Bookings and Rental Agreements.

1.3. The applicability of the general (purchasing) conditions of the Lessee is explicitly excluded.

1.4. Deviations from these General Rental Terms and Conditions are only permissible in writing. 1.5. In the case that one or more provisions of these General Rental Terms and Conditions prove not to be legally valid, the Agreement and/or the General Rental Terms and Conditions will remain in force for the remainder.

1.6. The terms referred to in subsection 1 have the same meaning in the singular as in the plural and vice versa. Where in these General Rental Terms and Conditions, words and/or concepts are expressed in the masculine form, the feminine form may also be inferred.

Article 2 - Information, offer, prices and costs

2.1. The content of the Website is created and maintained with the utmost care. However, LXRYHOME cannot guarantee that the content and information on the Website is always accurate, complete and up-to-date. As such, LXRYHOME also accepts no liability for any inaccuracies. No rights can be derived from the information presented on the Website.

2.5. LXRYHOME has the right to raise prices as a result of changes in legislation or regulations (including - but not limited to - sales tax, tourist tax, etc.) over which LXRYHOME has no influence.

2.3. Price deductions and/or special offers cannot be applied anymore once the confirmation of the Booking has been sent by LXRYHOME.

2.4. All prices are - as far as applicable - including local taxes (such as sales tax) unless otherwise specified.

2.5. LXRYHOME has the right to raise prices as a result of any interim changes in legislation or regulations (including - but not limited to - sales tax, tourist tax, etc.) over which LXRYHOME has no influence.

2.6. Apart from the rental price, the lessee also owes costs for electricity (above 60kwh per day), costs for extra services (if applicable) and sales tax.

2.7. The contribution for sales tax is determined by the local government where the Accommodation is located. The Lessee shall at all times owe the determined and applicable rate of sales tax.

Article 3 - Booking request

3.1. LXRYHOME only handles requests from people who are 25 years of age or older.

3.2. LXRYHOME reserves the right to refuse Booking requests without providing any reason, or to attach special conditions to such requests.

Article 4 - Creation of the Rental Agreement

4.1. The rental agreement is entered into between the Lessee and the Lessor as soon as a Booking Request is confirmed in writing by LXRYHOME and the Lessee does not notify LXRYHOME in writing within 2 working days after the confirmation of the Booking that it wishes to cancel the Booking.

4.2. A Rental Agreement is entered into through the mediation of LXRYHOME. The agreement concerns the rental of the Accommodations, which by nature is for a short period of time. 4.3. Confirmation of a Booking by LXRYHOME shall always take place as soon as possible, but no later than five working days after submission of a request for a Booking, failing that, no Rental Agreement shall be entered into.

4.4. Immediately after receipt of the Booking, the Lessee should check it for accuracy. Any inaccuracies should be reported immediately to LXRYHOME.

Article 5 - Exclusion of the right of withdrawal

5.1. Bookings which fall under the provisions of Article 4.1 are legally binding. The right of withdrawal of 14 days is for the rest explicitly not applicable to the Rental Agreement or Booking.

Article 6 - Content and changes to the Booking

6.1. The Lessee shall bear the risk of any misunderstandings with respect to the content and implementation of the Booking if such misunderstandings are caused by specifications and other communications received by the Lessor that are incorrect, not in time and/or incomplete, or are made by or on behalf of the Lessee.

6.2. If the Lessee wants to make changes to the Booking after entering into the agreement, LXRYHOME is not obliged to accept those changes. It is always at the discretion of LXRYHOME whether - and to what extent - those changes (may) be accepted.

Article 7 - Cancellation

7.1. Without prejudice to the provisions of article 4.1, a Lessee will be liable to pay cancellation costs if a Booking is cancelled. These costs are 25% of the rental price in the case of cancellation up to two months before the day of arrival and the full rental sum in the case of cancellation two months or more before the day of arrival.

7.2. If the Lessee does not arrive within 48 hours after the agreed date of arrival without giving further notice, this shall be regarded as a cancellation. In that case, the Lessee is liable for the full amount of the rental price.

7.3. A request to cancel a Booking must be made in writing to LXRYHOME.

Article 8 - Payments and security deposit

8.1. The client has authorised LXRYHOME to collect the rental sum and additional costs on its behalf.

8.2. The lessee must make a down payment of 25% of the rental sum due, plus additional costs, within 7 days after the date of confirmation of the Booking.

8.3. No later than two months before the arrival date, the lessee must pay the remaining amount of the rental sum, plus any additional costs.

8.4. If a Booking is made two months or less before the arrival date, the lessee must pay the full rental sum, plus any additional costs, within 7 days after the date of confirmation of the Booking.

8.5. If upon arrival at the Accommodation it appears that the amount owed has not yet been paid (in full) by the lessee, then the (remainder of the) amount payable must then be paid on the spot. In the event of failure to make any payment in accordance with the foregoing, LXRYHOME may (temporarily) deny the Lessee use of the Accommodation.

8.6. LXRYHOME reserves the right to cancel the Booking and release the Accommodation to third parties without further notice to the Lessee, when a payment term has expired and the Lessee has not (fully) fulfilled his obligations towards LXRYHOME.

8.7. The Lessee is required to pay a security deposit of € 500 to LXRYHOME before being allowed to use the Accommodation. The security deposit shall be paid to LXRYHOME at least two months before the arrival date. If no damage has been caused to the Accommodation,

the deposit will be refunded to the Lessee within 14 days after the end of the rental period.

8.8. In case of overdue and/or incomplete payment of any amount owed, the Lessee will be in default by operation of law, without any further notice of default being required. The statutory interest rate shall be due after expiry of any payment term.

8.9. The Lessee is not permitted to claim any discount, set-off or suspension.

8.10. All (extrajudicial) costs for the purpose of obtaining payment shall be for the account of the Lessee. The compensation of the extrajudicial costs amounts to 15% of the (remainder of the) amount due subject to a minimum of € 150.

Article 9 - Arrival and departure

9.1. The arrival and departure dates and times are stated in the Booking.

9.2. If use of the Accommodation starts later and/or ends earlier than on the agreed dates/dates as specified in the Booking, the Lessee has no right to restitution of all or part of the rental sum and/or costs.

Article 10 - Obligations of the Lessee

10.1. The Lessee is obliged to comply with the rules set by LXRYHOME, the lessor, the local property manager and/or local authorities.

10.2. Insofar as there are rules and regulations present in the Accommodation, the Lessee must comply with the provisions of these rules and regulations without any exceptions.

10.3. LXRYHOME reserves the right to immediately remove the Lessee and his travel companions from the Accommodation, when rules as set out in paragraphs 1 and 2 of this article are violated and/or instructions of competent third parties are not complied with. In that case, the Lessee has no right to restitution of (part of) the rental sum.

10.4. If LXRYHOME has reasonable grounds to suspect that the Renter is acting in breach of the Law and/or public order and/or public decency and/or the General Rental Terms and Conditions, LXRYHOME or the property manager of the Accommodation are entitled to gain access to the Accommodation.

10.5. In compliance with local regulations, the Lessee and his travel companions are obliged to show proof of identity when they arrive. If they cannot show any proof of identity, LXRYHOME cannot or may not lodge them in the Accommodation.

10.6. During the rental period the Lessee consents to any necessary maintenance of the Accommodation being carried out. The need for maintenance is at the discretion of LXRYHOME.

10.7. The Lessee shall use the Accommodation exclusively as a holiday home or another form of short-term residence.

10.8. The Lessee is deemed to have accepted the Accommodation in the state and with the inventory listed on the inventory list at the moment they enter the Accommodation, unless the Lessee has lodged a complaint with LXRYHOME or the property manager of the Accommodation within four hours after entering the Accommodation.

10.9. The Accommodation may be used for overnight stays by no more than the number of people specified in the Booking. Only the people mentioned in the Booking are allowed to spend the night in the Accommodation.

10.10. The Lessee is required to treat the Accommodation and its inventory with due care. When leaving, the Lessee will leave the Accommodation in an orderly condition. All damage caused to the Accommodation by the Lessee or his/her travelling companions must be reported by the Lessee to LXRYHOME or another designated third party before departure and will be compensated for immediately.

10.11. The Lessee is obliged to lock the Accommodation properly at all times when he is absent. All damages resulting from the violation of this obligation by the Lessee will be charged to the Lessee by LXRYHOME.

10.12. The lessee is also responsible for the correct and lawful use of the internet available in the accommodation, as well as for the necessary hardware and software, configuration, peripheral equipment and connections to support it and measures to secure the computer or operating system. LXRYHOME is not liable for any damages resulting from the use of the internet or from network failures.

10.13. In principle, pets are not permitted. In consultation with LXRYHOME, this can be waived. If the lessee wishes to bring along pets, he has to indicate this immediately at the time of Booking.

10.14. It is not allowed for the lessee to sublet the Accommodation or to make it available to third parties.

10.15. Smoking is not permitted inside the Accommodation.

10.16. Use of electricity in the Accommodation up to 60KwH per day is included in the rental sum (if applicable). Use above this amount will be charged separately in accordance with the provisions in the Booking.

10.17. It is not permitted to use glassware in or near the swimming pool. Children may only use the swimming pool under the supervision of at

least one adult. We firmly recommend that children wear life jackets or rings at all times in the vicinity of the swimming pool. It is not permitted to operate the technical installation of the swimming pool yourself.

Article 11 - Complaints

11.1. All complaints concerning (the use of) the Accommodation should be reported immediately to LXRYHOME or the manager of the Accommodation.

11.2. In the event that a complaint is not dealt with in a satisfactory manner, the Lessee has the opportunity to submit a written complaint to LXRYHOME at the latest one month after the date of departure from the Accommodation. The complaint will then be handled with the utmost care. Should this not lead to a satisfactory resolution, then the Lessee has until one year after the date of departure from the Accommodation at the latest to lodge the complaint with the competent court, on penalty of forfeiture of this right.

Article 12 - Force majeure

12.1. In the case that the Lessor is not able to honour the Booking, wholly or in part, due to force majeure, they will - within 7 days after having become aware of the inability to honour the agreement - submit a proposed change (for other accommodation, other period, etc.) to the Lessee.

12.2. The Lessee has the right to reject the proposed change within 14 days of receiving the proposed change. In that case, the Lessor has the right to rescind the Booking with immediate effect. The Lessee will then have the right to a waiver and/or restitution of (the already paid part of) the rental sum and additional costs.

12.3. The lessor shall never be liable for damages in the event of force majeure.

Article 13 - Cancellation

13.1. The Lessor has the right to cancel the Rental Agreement with immediate effect and to demand the immediate vacating of the Accommodation if the Lessee acts in violation of the provisions of these General Terms and Conditions of Rental, seriously neglects his obligation to take care of the Accommodation, if he brings more or other people and/or animals into the Accommodation than permitted in the Booking, if he causes damage to the Accommodation, if he creates a nuisance or otherwise fails to fulfil his obligations as a good tenant.

13.2. The Lessor shall at all times have the right to cancel the Lease with immediate effect if, when making the Booking, personal details are provided which are incomplete and/or incorrect.

13.3. In cases referred to in paragraphs 1 and 2 of this article, the Lessee will not have any right to restitution of all or part of the rental sum and the lessee will be required to compensate the damage that the Lessor incurs as a result of his actions or omissions.

Article 14 - Liability

14.1. Subject to the limitations set out below, the Lessor may be held liable with respect to the Lessee if the Lessee has suffered financial loss as a result of an attributable failure on the part of the Lessor to fulfil its obligations under the Rental Agreement and/or the Booking.

14.2. LXRYHOME accepts liability towards the Client, subject to the limitations set out below, if the Client suffers financial loss as a result of an attributable failure on the part of LXRYHOME to fulfil its obligations under or in connection with the conclusion of the agreement and/or Booking.

14.3. The Lessor and/or LXRYHOME are not liable insofar as the Lessee is able to recover any damages from an insurance policy, such as travel insurance or cancellation insurance.

14.4. The lessor and/or LXRYHOME are not responsible for any damage or costs caused by burglary and theft, accidents in or around the accommodation, weather extremes, disruption of water and electricity supplies and/or nuisance caused by third parties, except in the case of gross negligence or wilful misconduct on the part of the lessor and/or LXRYHOME.

14.5. Liability for damages and costs incurred by the Lessee in the exercise of his profession or business is excluded, except in the case of gross negligence or wilful misconduct on the part of the Lessor and/or LXRYHOME.

14.6. Notwithstanding the provisions of the other subsections of this article, the liability of the lessor and/or LXRYHOME for other damage than that which is the consequence of death or injury to the lessee and/or his/her travel companions is limited to a maximum of three times the travel sum, unless it concerns wilful misconduct or gross negligence.

14.7. Notwithstanding the provisions in subsections 1 and 2 of this article, any rights under these General Rental Terms and Conditions that cannot be exercised by the lessee against LXRYHOME, can also not be exercised against the lessor and vice versa.

14.8. Most accommodations include the use of a swimming pool, whether or not on the grounds of the property. It is possible that due to a technical problem the swimming pool cannot (temporarily) be used. Of course, everything will be done to solve this problem as soon as possible, however the lessor accepts no liability for not being able to use the swimming pool and/or for any damages incurred. Of course everything will be done to solve this problem as soon as possible, however the lessor accepts no liability for not being able to use the swimming pool and/or for any damages incurred.

14.9. Notwithstanding the statutory limitation periods, the limitation period for all claims and counterclaims against the lessor and/or LXRYHOME and against the third parties involved in the execution of the agreement amounts to one year.

Article 15 - Other provisions

15.1. All information provided by the Lessee to LXRYHOME is recorded in a file. This database is used for the administration of guests. These data can also be used to provide targeted information and special promotions on the services and range of offers of LXRYHOME, either by LXRYHOME or by third parties. In order to align this information with the interests of the Lessee as much as possible, LXRYHOME may combine this information with information held by other companies. A detailed description of how LXRYHOME processes this data can be found in the privacy statement as published on the Website.

15.2. LXRYHOME is authorised by the lessor to independently exercise all rights vested in the lessor under or in connection with the Rental Agreement and/or these General Terms and Conditions.

15.3. LXRYHOME and the Lessee shall send all correspondence digitally, unless this proves impossible. Wherever these General Rental Terms and Conditions refer to 'in writing' this will explicitly be understood to mean 'by email'.

Article 16 - Applicable law and the competent court

16.1. Any disputes concerning the creation and execution of the Rental Agreement, Booking and the General Rental Terms and Conditions, as well as all agreements and assignments arising from them, will be settled by the competent court in Breda.

16.2. The Rental Agreement, the Booking and these General Rental Terms and Conditions are governed exclusively by Dutch law.