



General terms and conditions

Article 1: General

1. These General Terms and Conditions apply to all offers, arrangements, reservations and agreements relating to all holiday homes, rented by the owners of hereafter named Villa Namaste.
2. In these General Terms and Conditions, the following definitions shall apply: 1. lessor: Villa Namaste
- 3 tenant: the person who concludes an agreement with Villa Namaste with respect to rent/use of a holiday home.
4. guests : the tenant and the persons specified by the tenant who (will) use the holiday home rented by the tenant.
5. visitors: persons who visit the holiday home with the approval of the tenant , but do not stay overnight.
6. The client's booking details will be used for the execution of the agreement, but may also be used for marketing purposes from Villa Namaste
7. Agreements deviating from these General Terms and Conditions are valid only if agreed in writing.
8. Villa Namaste reserves the right to amend these General Terms and Conditions at any time. In doing so, due account shall be taken of the rights and claims of the customer.

Article 2: Rights and obligations of the lessor

1. The lessor is only bound to the rental agreement after receipt of the (down)payment.
2. The lessor undertakes to deliver the holiday home to the lessee clean and in good condition at the agreed time.
3. The lessor may inspect the holiday home at any reasonable time.
4. The lessor shall not be liable for: damage or injury caused by staying on its grounds or by using the facilities present on its grounds; claims for damages resulting from nuisance caused by third parties; information provided verbally or by telephone; failure or disuse of facilities or amenities. All this without prejudice to mandatory statutory provisions.
5. The lessor is not liable for theft of or damage to the lessee's property.
6. The lessor shall be entitled to cancel the reservation without notice of default or court intervention being required;
 - a. if the lessor has not received the full rental sum at the start of the rental period
 - b. if the lessee has not fulfilled his obligations as laid down in these terms and conditions.

Article 3: Rights and obligations of the tenant

1. An agreement between lessee and lessor is concluded at the moment the lessor confirms the reservation to the lessee .
2. The tenant shall be deemed to have accepted the rented property with its inventory without damage, unless he has complained to the lessor on the day of arrival.
3. The tenant is of age.
4. The tenant may not give the holiday home to third parties for their use, nor allow more people to stay in it than agreed at the time of booking, unless with the written consent of the lessor.
5. The tenant will only use the rented accommodation as a holiday home and in particular may not exercise any profession or operate any business therein, unless prior written agreements have been made with Villa Namaste.
6. The tenant will keep the holiday home clean and tidy, and undertakes to immediately report any damage caused by his actions or negligence to the holiday home, the furnishings, the household effects or otherwise, to the staff present and to immediately compensate them. The same shall apply to loss of any part of the rented property, furnishings or household effects after termination and/or after having already left the rented property.
7. The tenant shall ensure that no nuisance is caused to the vulnerable natural areas. This means, inter alia, that: - no decorations will be put up or (party) tents will be set up without the landlord's prior written consent - no outdoor sound equipment will be audible at a distance of more than 20 metres from the dwelling - visits during the day and evening may not lead to more than double occupancy
8. Tenant shall ensure that the property is left tidy and 'broom clean' (furniture in its original place; floor broom clean; rubbish bag in rubbish container). In case of default, the tenant will be notified within one week. The actual additional costs for clearing and cleaning and the administration costs will then be charged, with a minimum amount of € 50.
9. The tenant may drive a motorbike or car along the designated motorised routes, if these are included in the itinerary to and from the holiday home. Otherwise, of course, the indicated commands apply. If more than the permitted number of cars are to drive through the closed area, arrangements must be made in advance.
10. The tenant shall ensure compliance with the house rules visibly displayed in the accommodation.
11. The tenant is responsible for compliance with all obligations arising from the reservation and stay, whether of the tenant, other guests or any visitors. The tenant is liable for any damage or nuisance caused.
12. Tenant can move into the house after 2 p.m. on the arrival date and will have to leave the house before 11 a.m. on the departure date. This may be deviated from in mutual consultation with the lessor and the staff/management present. In case of later departure Villa Namaste reserves the right to charge extra costs if the above is not respected by the tenant.

Article 4: Complaints

1. If you have a question and/or remark during your stay, please contact landlord and or present staff management by telephone or via the emergency telephone 0062-81399102946.
2. Villa Namaste can then provide a suitable solution. If you are not satisfied with the performance provided by Villa Namaste, you can submit your questions and/or comments in writing to Villa Namaste (baliseaviewvilla@gmail.com) no later than 14 days after your departure from the property.

Article 5: Terms of payment

1. For reservations where the reservation date is at least 42 days before the day of arrival, a down payment of 25% of the rent is required. This amount must be paid 5 days after the reservation is made. The balance must be paid 42 days before the date of arrival.
2. For reservations made less than 42 days before the date of arrival, the full amount must also be paid 5 days after the reservation is made.
3. Failing payment in accordance with the above, the lessor may deny the lessee the use of the holiday home.
4. In default of the above mentioned paragraphs 1-3, the lessor may charge 50% of the total rented amount to the defaulting lessee.

Article 6: Modification conditions

1. If the lessee wishes to add to an existing reservation (e.g. additional persons and/or arrangements) or extend the length of stay, the lessor will not charge an amendment fee for this.
2. If, for any reason, the tenant wishes to change the holiday home or period on an existing reservation, no refund will be charged. In case of increase of nights and/or arrangements, the regular rates will be applied and charged.

Article 7: Cancellation conditions

1. Cancellation more than 3 months before the start of the rental period: free of charge
2. Cancellation between the 90th and 60th day before the start of the rental period: 25% of the rental price
3. Cancellation between the 59th and 30th day before the start of the rental period: 50% of the rental price
4. Cancellation less than 30 days before the start of the rental period: 100% of the rental price

If the hirer only informs the hirer on the starting date or during the hire period that he will no longer make use of the hired room, the full hire price is due.