



HOMES *of* AFRICA  
RENTAL CONDITIONS



# BAIE WELKOM

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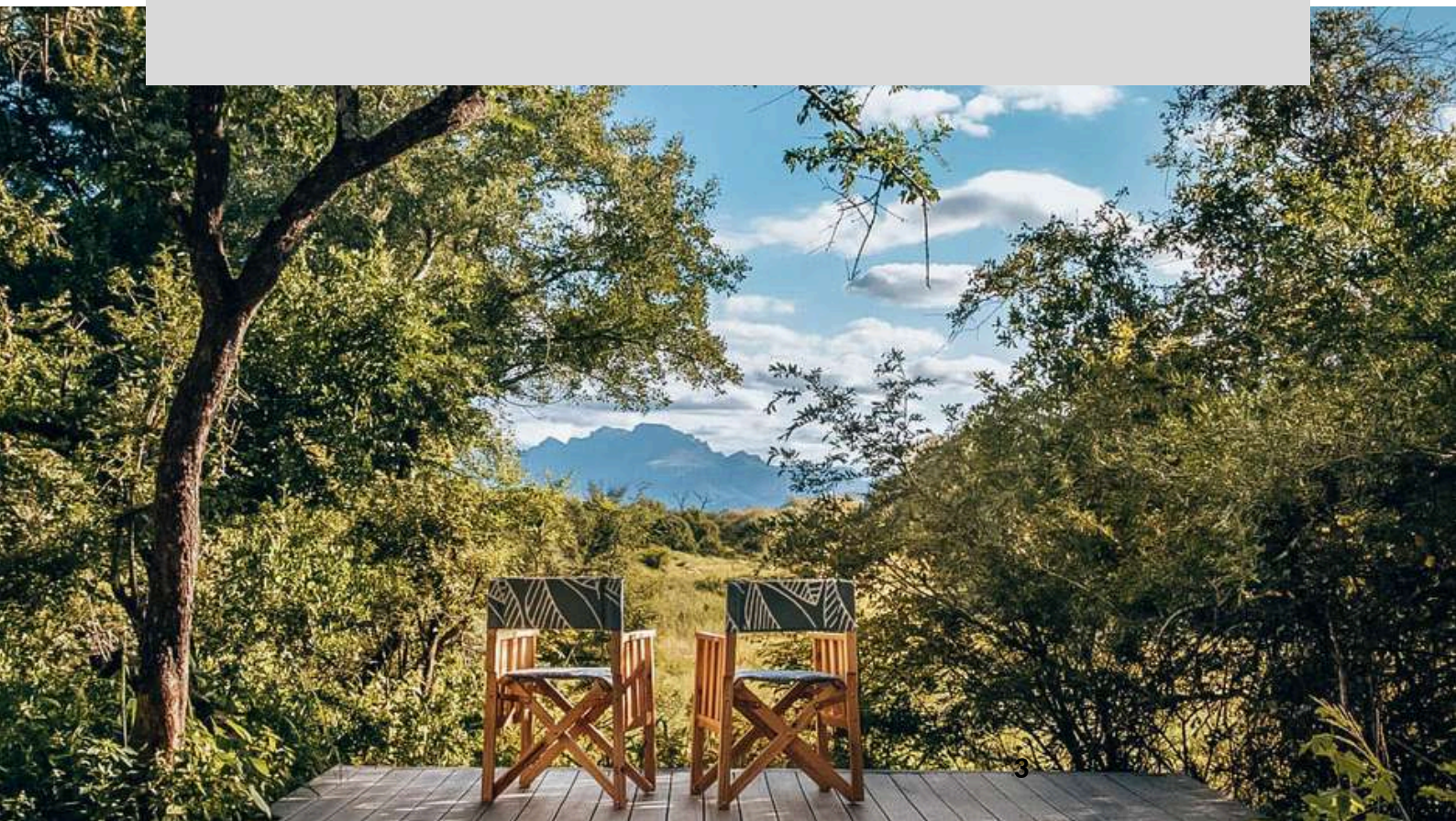
Dear family,

First of all, we would like to thank you for choosing to stay at Homes of Africa. We absolutely hope you will have an unforgettable time with us.

Renting a holiday home comes with a number of rules and agreements. To clarify this, we have drawn up general terms and conditions. These general terms and conditions, together with the booking confirmation and the payment confirmation, form the travel agreement. In this document you will find an overview of the conditions. The moment you transfer the (down) payment for your stay, you agree to these conditions.

We are honored to offer you a beautiful holiday villa and are committed for you to have an unforgettable and pleasant stay with us.

Team Homes of Africa,  
Nike & Linda



# CONDITIONS

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## **CONCEPTS**

We use a number of terms in this agreement, which are explained below:

Travel Agreement: De algemene voorwaarden, samen met de boekingsbevestiging en de betalingsbevestiging.

Accommodation: The accommodation, including the furnishings, garden and all other facilities

Homes of Africa: Provider and mediator of the accommodation (hereinafter also HOA and us)

Tenant: Tenant of the accommodation (hereinafter also you)

Rental price: The price for renting the accommodation, including the down payment

## **WEBSITE**

The descriptions and photos of accommodations on the Homes of Africa website have been compiled with care. It is possible that due to circumstances these no longer fully correspond to the situation on site. For example, because you are traveling in a different season, because the outdoor swimming pool is covered on arrival in winter, or because there is a new dining table. You can only contact us if it concerns major changes, with the exception of the answers under the frequently asked questions. If it is clear that we have made a mistake or error on our website, we are not bound by this.

## **RECREATIONAL STAY**

Our accommodations are only intended for recreational stays. Only you and the other guests you specify when booking have access to the accommodation. Organizing parties, events or meetings with other people is not allowed. A booking in violation of the above will be canceled by us and the cancellation costs and any (cleaning or booking) costs will be charged to you.

Number of people. No more people are allowed to sleep in the holiday home than the number of sleeping places allows and has been indicated at the time of booking. An exception can be made for children up to 4 years by means of a camp bed. The tenant has the obligation to discuss this with us prior to the stay. If the number of people is exceeded, our host can deny access to the holiday home to these extra people and a fine of €250 per person per night must be paid.

Use of cameras It is possible that a security camera is installed in the accommodation. Devices permitted by us may only view or monitor a public area (e.g. front door or driveway), the device must be clearly identified and listed prior to a reservation.

### **OPTION, REQUEST AND BOOKING**

For most accommodations you can take an option for a short time (max 7 days) without any obligation. In some cases, with a booking request, the homeowner is first asked for confirmation before it can be converted into a definitive booking.

When booking, you immediately make a reservation for the stay in the accommodation. The booking can be made for a maximum of three months per calendar year or longer/shorter if (local) legislation stipulates this. You must be 18 years or older to make a booking

### **PERSONAL INFORMATION**

To make an option, request and/or booking, we need personal information from you and the other guests. Our privacy policy states which data we process, for what purpose and what the retention period is. If you or one of the other guests has a medical, mental or physical condition, we can only take this into account if you let us know in time.

### **BOOKING CONFIRMATION**

If you change your option into a booking or you make a booking immediately, your request is confirmed and you will receive a booking confirmation from us.

### **PAYMENT**

The rental price must be paid to make a booking. If payment is made in another currency, any price difference due to the exchange rate and bank charges will be borne by the tenant. If the booking takes place 60 or less days before the arrival date (last minute), the tenant immediately pays the full rental price. In all other cases, the tenant pays a minimum of 30% of the rental price to finalize the booking. In the case of down payment, the tenant pays the remaining part of the rental price no later than 60 days before the arrival date. After receipt of the (first) payment, there is a booking. A booking can no longer be canceled free of charge.

### **TIMELY PAYMENT**

The date of payment is the date of transfer to HOA's bank account. The tenant is in default if the payment is not on time on HOA's bank account. If payment is not received on time, HOA may terminate the rental agreement and the cancellation fee and any statutory collection costs and interest will be charged to the renter and may be offset against the deposit.

### **ADDITIONAL COSTS**

There are additional costs for additional items or services, such as cleaning costs, bed linen or energy costs, and these must be paid on site, then these are not included in the rental price and must be paid on site.

### **CANCELLATION BY HOMES OF AFRICA**

If the accommodation becomes uninhabitable during or before the stay due to unforeseen circumstances or if it is no longer permitted to rent out the house due to laws and regulations, the landlord is forced to cancel the rental agreement and the tenant will be informed immediately.

In the event of cancellation, the lessor is entitled to offer or rent out the property again. If the tenant leaves the house before the end of the rental period, no refund of rent will be made. If you have not communicated your choice within this period, the changes will be deemed accepted. Restitution of rent already received will also take place within 10 days.

In this case, Homes of Africa can never be held liable for compensation for any (consequential) damage and/or inconvenience. Homes of Africa will try to offer an alternative where necessary within the possibilities.

### **CANCELLATION COSTS FOR CANCELLATION BY GUEST**

If you want to cancel your final booking, we have already incurred costs, which is why we charge you the following percentage of the rental price

up to and including 60 days before the arrival date: 30%

from 59 to 21 days before the date of arrival: 75%

from 20 days to the date of arrival: 100%

In the event of cancellation, Homes of Africa is entitled to offer or rent out the property again. If the tenant leaves the house before the end of the rental period, no refund of rent will be made.

If the rental price has already been paid (down) then HOA will settle the cancellation costs with this (down) payment. We process the cancellation on a working day. This working day is decisive for the calculation of the cancellation costs. Our working days are Monday to Friday from 09:00 to 17:00, with the exception of public holidays recognized in the Netherlands. If we receive the cancellation after the end of a working day, the next working day is decisive for the calculation of the cancellation costs.

### **CHANGES BY HOA**

HOA may make minor changes to the travel agreement, but will inform the tenant about this in good time. When it comes to major changes, we will ask whether the tenant can accept them or rather cancel the booking free of charge. The term for passing on your choice is 24 hours if we inform you within 14 days before the arrival date, otherwise it is 48 hours.

If you have not communicated your choice within this period, the changes will be deemed accepted. If you have opted for free cancellation, HOA will refund the rental price you have already paid within 14 days.

### **CHANGES BY TENANT**

If the tenant wants to change the travel agreement, for example a different arrival date or a different accommodation, HOA can charge the cancellation costs for this. The costs for changing an arrival date of a home are €200. For shortening the rental period, the cancellation conditions are applied.

## **CHECK IN AND CHECK OUT**

Check-in is usually between 4:00 PM and 6:00 PM. If this is different for your stay, this will be stated in the travel agreement. The travel agreement also states the time at which you are requested to check out. If you check out too late, we will charge you for this. In mutual consultation with our host, we can check whether an early check-in or late check-out is possible.

## **INSTRUCTIONS**

We expect the tenant to follow the instructions of the host and us and to treat the host, cleaners and the accommodation with respect. This means in any case that the tenant:

1. Does not cause any (noise) nuisance and nuisance;
2. Uses bedding on the beds;
3. Upon check-out, leave the accommodation as you found it at check-in, wash the dishes, broom the floor and leave the rubbish in the designated place. There will be a check at check-out.
4. Responsible use of fire such as fireplace and candlelight.
5. Report when goods are damaged and/or missing.
6. Report calamities immediately to our host.
7. Close windows and doors when leaving the house.
8. Ramen en deuren afsluiten bij het verlaten van de woning.

If this does not happen, we can terminate the travel agreement and / or charge the (cleaning) costs. You are then not entitled to compensation.

## **DAMAGE**

It is possible that you or one of the other guests causes damage to the accommodation. Report this to the host as soon as possible. You are liable for this damage and in many cases you can recover this from your travel insurance.

## **ASSISTANCE**

If you are in trouble, please call our host as soon as possible. The telephone numbers can be found on the travel agreement.

## **UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES**

Circumstances that affect your stay and which HOA and you have no influence on and which, according to HOA, have significant consequences for your stay, give you the opportunity to cancel free of charge from 3 calendar days before the arrival date or, if possible, to rebook . You are not entitled to compensation.

Unavoidable and extraordinary circumstances are (but are not limited to) calamities determined by (local) governments, such as strikes, natural disasters, terrorist threats, wars, epidemics, avalanche danger and blocked access roads. Circumstances that you could have insured with a travel or cancellation insurance are not covered by this.



### **NOT AS EXPECTED**

If your stay does not meet your expectations, report this immediately to the host during your stay. If you cannot resolve it together, please report it to us immediately. In this way, the host and we still have the opportunity to come up with a suitable solution. Only if the complaint has a well-founded and significant negative impact on your stay, an appropriate solution can consist of another - at least equivalent - accommodation (if available) or a reasonable compensation. HOA is not obliged to come up with a solution if it is impossible or if it involves unreasonably high costs. If you do not report it immediately, you lose the right to compensation.

### **COMPLAINT**

If we have not come up with a suitable solution within a reasonable period of time, you can submit a complaint as indicated on our website. In this case you also have the option to terminate the travel agreement and possibly the right to compensation. Only if it has a significant impact on your stay can a suitable solution consist of another accommodation of at least equivalent value or a reasonable reduction in the rental price. HOA is not obliged to come up with a solution if it is impossible or if it involves unreasonably high costs. Also, HOA or the homeowner is not obliged to come up with a solution if the cause is outside its sphere of influence, such as nuisance caused by construction or road works. If you do not report it immediately, you lose the right to compensation.

### **LIABILITY HOA**

HOA will not be liable for any costs resulting from unavoidable and extraordinary circumstances or for damages resulting from circumstances at your fault or those caused by a third party, such as extreme weather conditions, a fire in or around the accommodation, or a problem with the local electricity or water supply. Further, HOA's liability is limited to twice the rental price, unless in the case of willful or negligent acts of HOA or personal injury. HOA's liability may further be limited or excluded entirely if HOA acts as an intermediary between the guest and the homeowner. Furthermore, HOA and/or the owner of the home are under no circumstances liable for:

- Any disruption, change or prevention of the tenant's stay if this is the result of unforeseen and/or insurmountable events
- Injury of the tenant as a result of the stay in the rented home and/or Zandspruit Estate
- Loss, theft and/or damage of/to personal property or vehicles belonging to or used by the renter.
- Physical injury at the hands of animals such as snakes, scorpions, hyena, leopard, etc. Entering Zandspruit Estate / rented accommodation is at your own risk.
- Shrinking of garments due to washing in washing machine and/or dryer.

## **ZANDSPRUIT ESTATE RULES AND REGULATIONS**

Zandspruit Estate is a secured estate. During your stay, the following rules apply:

- Only drive on well-marked roads.
- Keep to the maximum speed of 30 km/h.
- Always give way to walkers, cyclists and animals.

In addition, it is not allowed to:

- Feed animals.
- Fishing at the dams and in the river.
- Bones, wood, bushes, flowers or whatever to bring from the wilderness.
- Make disruptive noise (e.g., music, yelling, etc.).
- Go for a walk alone unless you have a map, water and a phone with you.
- Leave doors and windows open when you leave the house.
- **To drive, bike or walk on the runway. This includes the grass between the hangars and the runway!**
- **To fly with drones on Zandspruit Estate (above the houses or in the wilderness)!**

## **CHANGE OF CONDITIONS**

If necessary, HOA may change the terms and conditions by posting the changed terms and conditions on its website and informing the guest

## **APPLICABLE LAW**

Dutch law applies to the travel agreement and disputes will be settled by the court in Amsterdam, whereby the Dutch version of these general terms and conditions is decisive. Only mandatory law of the country where the guest resides or where the accommodation is located can prevail over the relevant provisions in the travel agreement, the other provisions of this agreement then remain unaffected.

## **VVKR:**

Homes of Africa is affiliated with the Association of Small-Scale Travel Organizations (VvKR). VvKR stands up for the interests of small, often specialist travel organisations. Via VvKR we join forces and share our expertise in order to achieve the greatest possible certainty and satisfaction for both the travel organization and the consumer. All travel organizations affiliated with VvKR offer a form of travel guarantee on their package tours, so that you can get your travel money back in the event of bankruptcy. Each travel organization presents clear travel conditions, in which you can find which trips the guarantee applies to.



## **VZR GARANT**

In order to meet its statutory obligation to provide a guarantee, Homes of Africa makes use of the guarantee scheme provided by VZR Garant ([www.vzr-garant.nl/en](http://www.vzr-garant.nl/en)). You can check that this is the case by visiting VZR Garant's website and verifying that the organisation is listed as a participant. VZR

Garant's guarantee applies within the limits of its Guarantee Scheme (which can be found on VZR Garant's website). The Guarantee Scheme specifies the exact (travel) offering to which VZR Garant's guarantee applies and what the guarantee entails. If services are not provided due to the financial insolvency of Homes of Africa, you can contact VZR Garant, which has its offices at Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to [info@vzr-garant.nl](mailto:info@vzr-garant.nl) or calling +31 (0)85 13 07 630.