

TERMS AND CONDITIONS

Article 1 Definitions

In these general terms and conditions, the following definitions are used in the sense given below, unless explicitly stated otherwise.

RB Family:	The company that mediates in the name of the landlord in the conclusion of the rental agreement between the landlord and the tenant.
Landlord:	The legal or natural person who makes the holiday home available to the tenant.
Tenant:	A natural person, who rents or intends to rent a holiday home from the offer of RB Family.
Co-tenant:	A natural person, who rents or intends to rent a holiday home from the offer of RB Family.
Holiday home:	The total or part of buildings and/or accommodation including all accessories, inventory and rented items;
Rental agreement:	The agreement between tenant and landlord for renting or letting the holiday home;
Commission:	RB Family brings the landlord and the tenant together and therefore requires a commission from the landlord;
In writing:	Registered mail and / or by e-mail.

Article 2 - General

2.1. RB Family is a mediation agency that mediates in holiday rentals of holiday homes in Ibiza (Spain), all this in the broadest sense of the word. The company has its registered office in Gulpen, province of Limburg, the Netherlands and is registered with the Chamber of Commerce under Ch. of Comm. No. 74683357;

2.2. The company that mediates in the name of the landlord in the conclusion of the rental agreement between the landlord and the tenant. RB Family takes care of, among other things, the reservations regarding the holiday home and/or additional services;

2.3. The general terms and conditions apply to all offers, agreements and services of RB Family;

2.4. Agreements deviating from these general terms and conditions are only valid if agreed in writing;

2.5. RB Family shall at all times be entitled to amend or supplement these general terms and conditions;

2.6. RB Family expressly rejects all other general (purchase) conditions, unless and insofar as these have been expressly accepted by RB Family in writing;

2.7. RB Family is not a travel agent and accepts no liability for flight schedules, cancellations and delays of airlines.

Article 3 - Reservation and payment

3.1. RB Family only accepts reservations made by persons who are 18 years or older. Reservations made by persons under the age of 18 are not legally valid;

3.2. An order to reserve a holiday home must be confirmed in writing by the tenant as soon as possible. The booking is completed when RB Family has received the booking form from the tenant.

After the landlord of the holiday home has agreed to your booking, you will receive a booking confirmation from RB Family;

3.3. The tenant is obliged to make a down payment of 30% or 50% of the total rent within 3 days after receipt of the booking confirmation. RB Family determines the amount of the down payment. At RB Family's request, the down payment period of 5 days can be shortened. If the booking order has been received by RB Family within six weeks before the arrival date, the tenant must pay the total rent in full within 5 days;

3.4. If the down payment as referred to in paragraph 3. of these general terms and conditions has not been received within the set period of time, the booking order shall automatically be canceled and RB Family reserves the right to re-let the holiday home for the relevant period of time;

3.5. Since July 1, 2016, the Spanish government levies a tourist tax. The tourist tax of € 2.20 per person per night is payable by the tenant and applies to persons aged 16 years and older. If the tourist tax is not included in the price, it will be charged to the tenant upon arrival at the holiday home. RB Family shall inform the renter of this in advance.

Article 4 - Rental agreement between the tenant and the landlord

4.1. The tenant and landlord are aware that the rental agreement, other than the mediation agreement entered into by the landlord with RB Family, is concluded outside RB Family's power and influence. RB Family shall exclusively facilitate the conclusion of the rental agreement by means of the service it makes available to the landlord. RB Family is never a party to the rental agreement. In addition, RB Family ensures that the landlord is paid after deducting the commission;

4.2. Before the landlord enters into the rental agreement with the tenant, both parties will have to agree to the rental agreement;

4.3. The landlord and the tenant enter into a non-transferable rental agreement with each other.

Article 5 - The holiday home

5.1. The tenant declares to have taken note of the necessary information concerning the holiday home. A full description of the holiday home can be found on the website of RB Family, namely: www.rbfamily.nl.

Article 6 - Provision of services

6.1. Our website (www.rbfamily.nl) includes an online platform where holiday accommodation rental companies on Ibiza (Spain) can let their holiday home on a holiday basis. The tenant can make a reservation for the holiday home on the aforementioned website. When you book online you enter into an agreement with the owner of the holiday home;

6.2. RB Family acts as an intermediary between tenant and landlord;

6.3. Our services may only be purchased for personal and non-commercial use. It is not permitted to use, deploy, screen, reproduce, deep-link, use, copy, display or download any (content) information, products or services mentioned on our website for commercial or competitive purposes.

Article 7 - Obligations of RB Family

7.1. Before arrival the tenant of RB Family will receive all necessary information about the holiday

home;

7.2. RB Family or a representative of RB Family will organize a check-in upon arrival of the tenant;

7.3. RB Family shall do its utmost to repair the equipment belonging to the holiday home as soon as possible after having received a report from the renter about defective equipment.

Article 8 - Tenant's obligations

8.1. The tenant and co-tenants must use the holiday home with due care and behave like a good tenant. This means, among other things, that the holiday home is occupied and managed with care and that the privacy and tranquillity of the surrounding owners (and/or other tenants) is respected;

8.2. The tenant may only occupy the holiday home for the period agreed upon with the landlord;

8.3. Staying in the holiday home with more people than agreed on the reservation is strictly forbidden;

8.4. The tenant undertakes to immediately report and compensate all damage caused to / in the holiday home by the tenant or co-tenants;

8.5. The tenant shall at all times enable RB Family or the landlord to enter the holiday home in order to carry out repairs or other necessary actions;

8.6. The tenant is obliged to deliver the holiday home in good condition. The tenant is also obliged to return the furniture and other inventory found in the holiday home clean and in the same place as they were found on arrival;

8.7. The tenant is aware of his obligation to final cleaning of the holiday home and accepts this obligation at the same time as the tenant accepts the obligation to reimburse the cleaning costs as stated in the rental agreement;

8.8. The tenant will not use the internet connection (if present in the holiday home) to reproduce copyrighted works and will refrain from consulting illegal information on the internet. The tenant is aware that this constitutes a criminal offense and in the event of a violation of this article, the fine may amount to € 1,500. The tenant also accepts liability in the event of a violation of this article. Furthermore, in case of violation of this article, access to the Internet will be blocked;

8.9. Smoking is prohibited in all holiday homes. Smoking is allowed outside. Tenants must dispose of cigarette waste properly at all times. In wooded areas, smoking is strongly discouraged because of the drought and the high risk of fires and/or forest fires.

Article 9 - Cancellation

9.1. Cancellation by the tenant must be made by e-mail (info@rbfamily.nl). The cancellation costs are calculated as follows:

- In case of cancellation up to 42 days before arrival, the cancellation fee will be equal to the amount to be paid. The down payment in that case amounts to 30% or 50% of the total rent and is determined in advance by RB Family;
- In case of cancellation from 42 days prior to arrival until 28 days prior to arrival, the cancellation fee is 60% of the total rent;
- In case of cancellation from 28 days before arrival, the cancellation costs are 100% of the total rent;
- If the tenant does not show up at all, the cancellation costs are also 100% of the total rent.

Article 10 - Security deposit

10.1. The security deposit that the tenant owes must be paid in Euros by means of a bank transfer from the tenant to RB Family. The security deposit and method of payment can be found on your payment order. The security deposit will then be deposited into a bank account by RB Family. The deposited security deposit will be refunded to the tenant upon departure, with deduction of any costs of damage in / to the holiday home. RB Family or the landlord determines whether the holiday home is well delivered. The landlord grants the aforementioned approval within a period of 72 hours after the tenant's departure date. If the landlord does not give his consent within the aforementioned term and nothing else has been agreed with the tenant, RB Family shall assume that the landlord agrees to a refund of the security deposit. RB Family accepts no liability for exchange rate losses;

10.2. The security deposit must be paid in the manner indicated by RB Family. In case the security deposit is not paid, RB Family is entitled to deny the renter access to the holiday home. In case the security deposit is not paid by the renter, RB Family is entitled to deny the renter access to the holiday home until the tenant has paid the security deposit. In that case there will be no refund of the amount paid by the tenant. If the tenant fails to pay the security deposit, RB Family shall furthermore be entitled to dissolve the rental agreement with immediate effect;

10.3. If any damage is estimated to be higher than the security deposit paid by the renter, RB Family shall report this to the landlord. The landlord will call in an expert to assess the damage. After RB Family has received a report with photos and a description of the damage, RB Family shall inform the tenant of the amount of damage to be compensated. The tenant will receive a copy of the aforementioned damage report. The tenant is obliged to compensate for this damage. If, on or after the departure of the tenant, the determined damage is lower than the security deposit paid by the tenant, the repair or replacement of the damaged object will be deducted directly from the security deposit paid by the tenant after consultation with the landlord;

10.4. The tenant agrees that in case of damage in/to the holiday home, caused by the tenant or co-tenants during their stay in the holiday home, the entire security deposit can be withheld. If the security deposit is not sufficient to compensate for the total damage as stated in the report, the tenant shall pay the remaining amount required for repair and/or replacement to the landlord - on the bank account number indicated - after RB Family has been notified thereof in writing. The term of payment is 7 days after receipt of the aforementioned written notice;

10.5. Settlement with the security deposit is also permitted if the tenant does not return the holiday home empty within the agreed period or if the tenant fails to fulfill his other obligations arising from the rental agreement;

10.6. The tenant agrees that RB Family cannot be held liable for the deduction of the security deposit and/or any other claims for damages the landlord may claim in the event of damage or if the holiday home is not delivered vacant and cleared.

Article 11 - Conformity, alterations to the holiday home, technical malfunctions, accidents and use of the swimming pool

11.1. The description of the holiday home, in documents or on the RB Family website, must be truthful and approved by the landlord. RB Family and the landlord make every effort to describe the information regarding the holiday home with accessories, the location of the holiday home and the description of the inventory as fully as possible;

11.2. RB Family shall inform the renter as soon as possible if any changes are made to the holiday

home before the rental period commences;

11.3. The landlord cannot be held liable by the tenant for a possible reduction in rental enjoyment as a result of an adjustment to the holiday home;

11.4. The landlord cannot be held liable for technical malfunctions in the broadest sense of the word. Think of power failures, defects in the supply of gas or water or faults in electrical equipment;

11.5. The landlord accepts no liability for damage suffered as a result of any accidents in or around the holiday home unless personal injury or death is directly due to his actions or negligence. The landlord disclaims any form of liability for damages resulting from accidents related to the use of or access to the swimming pool.

Article 12 - Liability

12.1. The tenant and co-tenants are fully responsible and liable for all damage caused to the holiday home, the inventory and all items belonging to the holiday home during the relevant rental period in the holiday home unless the tenant can prove that the damage cannot be attributed to them;

12.2. The tenant must take out insurance to ensure that any damage caused by him is adequately covered;

12.3. RB Family accepts no liability for damage or personal injury occurring during your stay. In addition, RB Family accepts no liability for damage as a result of changed circumstances in or around the holiday home. Think of construction work. All offered holiday homes are exclusively let for holiday purposes. If you wish to rent the holiday home for another purpose or destination, the landlord must give explicit written permission beforehand;

12.4. If RB Family is forced to cancel your reservation due to unforeseen circumstances, RB Family will try to find a new holiday home with similar characteristics. If this does not work or if the tenant does not accept the newly offered holiday home, your deposit will be returned in full by RB Family.

Article 13 - Force majeure

13.1. RB Family shall not be obliged to fulfill any obligation if it is prevented from doing so as a result of a situation of force majeure. Force majeure shall be understood to mean any failure of the landlord, not attributable to RB Family, and/or other third parties used by RB Family;

13.2. The circumstances referred to in paragraph 1 may for instance include: a) disruptions of the internet or other telecommunication facilities, b) shortcomings by parties on which RB Family depends for the provision of the services, c) unavailability of one or more members of staff due to illness, d) government measures, e) epidemics, f) pandemics, g) quarantine measures, h) strikes, i) floods, j) wars, k) acts of terrorism, l) civil unrest, m) embargo and n) weather conditions including lightning, frost, etc.;

13.3. In the event of force majeure, the performance of the relevant and related obligation/obligations shall be suspended in whole or in part for the duration of such force majeure, without either party being liable to pay any reciprocal damages in this respect. Parties may only invoke force majeure vis-à-vis each other if the party in question notifies the other party in writing of such an invocation of force majeure as soon as possible after the breach has occurred, on presentation of the supporting documents;

13.4. In the event of force majeure, the party invoking the force majeure shall make every effort to ensure that the shortcoming, which is remedied by the force majeure, is of the shortest possible duration;

13.5. If a force majeure situation has lasted three months, or as soon as it is established that the force majeure situation will last longer than three months, each of the parties has the right to terminate the

agreement in writing, unless the nature or extent of the failure does not justify the interim termination. What has already been performed on the basis of the mediation agreement will in that case be settled proportionally, without the parties owing each other anything else.

Article 14 - Confidentiality

14.1. Parties are obliged to observe confidentiality towards third parties of all confidential information that they have obtained from each other and/or others in the context of the provision of services.

Confidential information is in any case understood to mean information which one of the parties has stated to be confidential or information from which it can reasonably be assumed to be confidential;

14.2. RB Family shall ensure that its employees and third parties engaged by it in the context of the mediation also comply with confidentiality;

14.3. These obligations shall continue to exist after the termination of the mediation agreement for whatever reason, for as long as the providing party can reasonably claim the confidential nature of the information.

Article 15 - Additional information

15.1. On the day of departure, the tenant must check out before 10 a.m., unless another time has been agreed. The keys must be handed in to the tenant's contact person. If the tenant acts contrary to this article, RB Family shall be entitled to deduct € 200 from the deposit paid by the tenant;

15.2. Local regulations prohibit the organization of private parties in holiday homes. The tenant is liable for all damages suffered by the landlord as a result of organizing parties. Other social gatherings organized without the prior consent of the landlord may result in the complete forfeiture of the deposit paid by the tenant;

15.3. Tenants are urgently advised to clean up their waste on a daily basis. Waste bins can be found on the main roads. You should also bear in mind that many holiday homes are located in the countryside and that litter attracts various animal species. On the day of departure, the tenant is obliged to clean up all (household) waste, failing which RB Family shall be entitled to deduct € 50.00 per garbage bag (70 liters capacity) from the deposit paid by the tenant;

15.4. Bed linen and towels are included in the rental price of the holiday home;

15.5. On the day of departure, the holiday home must be delivered in the same condition as on arrival. The kitchen, barbecue and all the cutlery belonging to the holiday home must be cleaned, failing which RB Family is entitled to deduct the cleaning costs from the security deposit paid by the tenant. It is not necessary to vacuum, clean or scrub the holiday home, the final cleaning is included in the rental price;

15.6. The tenant is liable for the costs of key replacement if the tenant loses the key. RB Family shall charge the aforementioned costs to the tenant. Incidentally, this may involve considerable costs as the landlord may need to replace locks, order new keys and/or have a new alarm installed;

15.7. It is strictly forbidden to move the inventory. The tenant accepts the holiday home as delivered by the landlord. The inventory shall be used only for the purposes for which it is intended. The landlord is liable for damage to the inventory;

15.8. Each holiday can be let to a determined, maximum number of people. According to local regulations, it is not allowed to accommodate more people in the holiday home than agreed. The tenant is responsible for the number of persons in the holiday home. If the tenant fails to comply with this provision, RB Family shall be entitled to take measures: evacuation, or to charge an additional fee of € 150 per night per person;

15.9. Cots and baby chairs are available on request and will be provided by RB Family or the landlord.

Article 16 - Dispute resolution and applicable law

16.1. All offers, agreements and services of RB Family shall be exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded;

16.2. These general terms and conditions have been drawn up in the Dutch language and in various other languages; the Dutch text shall be binding in the event of any difference in content or purport;

16.3. The Court of Limburg shall have exclusive jurisdiction to take cognizance of all disputes arising in connection with RB Family's services.

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