

GENERAL TERMS AND CONDITIONS VILLA VIVA

Last modified on May 1, 2025

Villa Viva is your partner in the field of property management and interior design and delivery of (rental) holiday homes. We manage your holiday rental property from A to Z and for 100%. With our help you can give your guests a unique holiday feeling and yourself a high return on investment.

Whatever services you purchase from us and whatever work we perform for you, our General Terms and Conditions always apply. So read these Terms and Conditions carefully! We also recommend you to save or print these Terms and Conditions so that you can read them again at any time.

If you have any questions about our services or these Terms and Conditions, you can reach us at marketing@mailvvp.nl or at +31(0)850475718.

1. Definitions

- 1.1. **Terms and Conditions:** These Terms and Conditions.
- 1.2. **Villa Viva, 'we' or 'us':** Diana D. de Koeijer, acting under the name Villa Viva, located at Oude Bosstraat 1, 4421 AN Kapelle and registered with the Chamber of Commerce under number 71895639.
- 1.3. **Website:** the website(s) of Villa Viva, which can be consulted via www.villavivapartner.nl.

and all associated and related (sub)domains, including in any case www.villavivapartner.com, www.villavivapartner.eu and www.villavivazeeland.nl.

- 1.4. **Customer, 'you' or 'your':** the customer who, whether or not acting in the exercise of a profession or business, has concluded an Agreement with Villa Viva.
- 1.5. **Consumer:** the Customer who is not acting in the exercise of a profession or business.
- 1.6. **Business customer:** the Customer acting in the exercise of a profession or business.
- 1.7. **Party(ies):** Villa Viva and Customer together or separately.
- 1.8. **Quotation:** a written offer from Villa Viva.
- 1.9. **Agreement:** The agreement between the Parties on the basis of which Villa Viva provides its Services and Products to the Customer, and of which the General Terms and Conditions form an integral part.
- 1.10. **Service(s):** service(s) as described in the Agreement, divided into Management Services (which concern the management of your holiday home(s) during bookings) and Interior Advice (which pertain to services in the field of interior advice, styling and/or or furnishing part or all of the holiday home).
- 1.11. **Product(s):** product(s) as described in the Agreement.
- 1.12. **Confidential Information:** non-public information related to a Party and information which a Party indicates is confidential or which, by reason of the nature of the information or under the circumstances under which the disclosure takes place, should be treated as confidential.

2. Applicability and Interpretation

- 2.1. The General Terms and Conditions apply to every Quotation, every delivery of Services and Products, to all work, every Agreement and everything related to the preparation, formation or performance of the Agreement. The general Terms also apply to all subsequent, future Agreements between you and us if you have accepted its validity in previous Agreements with us.
- 2.2. The applicability of any purchase or other terms and conditions of yours becomes explicit ruled out.

- 2.3. Terms or conditions that you specify that differ from, or are not contained in, the Terms and conditions only apply to the Agreement if we agree these exceptions in writing.

3. Formation of the Agreement

- 3.1. All our Quotations are always completely without obligation and valid for a period of 14 days.
- 3.2. The Agreement is concluded the moment you accept the Quotation and have met the conditions we set therein or by signing an Agreement drawn up by us. A Quotation can be accepted verbally or in writing and in both cases an Agreement is formed. Are you a Consumer and have you accepted the Quotation or signed the Agreement electronically? We will then immediately confirm receipt thereof by electronic means. As long as we haven't, you have the option to dissolve the Agreement.

4. Execution of the Agreement

- 4.1. We perform the Agreement with the due care that you can expect from us as a professional party. We only have a best efforts obligation and no result obligation.
- 4.2. Our delivery times are never strict deadlines. We take the desired delivery times into account as much as possible, but we do not give any guarantees in this respect. Naturally, for Management Services, the delivery times always run in parallel with the bookings.
- 4.3. If we have ordered Products for you that you cannot collect at the agreed Delivery Time, the Products will be stored by us until you can accept the Products. The following applies:
- a) The Products are entirely at your expense and risk from the initial delivery date and we are not responsible for quality deterioration.
 - b) All additional costs we incur, such as transport costs and storage costs, will be settled as additional work as referred to in Article 8.
 - c) We have the right to dissolve the Agreement and to recover all damage suffered by us recover from you if you are unable to accept the Products for more than 60 days.
- 4.4. We may engage third parties in the performance of our obligations under the Agreement. The General Terms and Conditions also apply to the activities of those third parties. These third parties are not authorized to represent.
- 4.5. You cannot oblige us to have worked under the Agreement performed by third parties that you choose. If we nevertheless agree to this, you will remain liable for all work and results thereof that these third parties have performed. You are also always liable for items prescribed by you for the implementation of the Agreement. This applies to suitability, conformity and timely delivery thereof.
- 4.6. The performance of the Agreement is solely for you. Third parties may not use it and cannot derive any rights from it.

5. Duration and end of the Agreement

- 5.1. The term of the Agreement is laid down in the Agreement. If this is not the case, an Agreement for Management Services will be entered into for an indefinite period of time and an Agreement for Interior Advice will be entered into for the duration necessary for the provision of the Services and Products.
- 5.2. You cannot terminate the Interior Advice Agreement prematurely. This only can be done if we have agreed otherwise in writing in the Agreement. If we agree on an early termination option in the Agreement, this will always apply for both parties.
- 5.3. The Agreement relating to Management Services can be terminated prematurely by both Parties. If the agreement will be cancelled. The following rules apply:
- a) Cancellation must be in writing and is only possible at the end of the calendar month.
 - b) Business Customers always have a notice period of three (3) months.
 - c) Consumers, have during the first 12 months of the term of the Agreement a notice period of three (3) months and thereafter a notice period of one (1) month.
- 5.4. The same notice period(s) applies to us as to the Customer whose Agreement we are cancelling.
- 5.5. In the event of any early termination, regardless of whether we terminate the Agreement or you terminate the terminates the agreement, the following applies to the agreed price:

- a) You will always be obliged to pay for all work and Services and Products that have been delivered or will be delivered until the end date of the Agreement. If the price is a fixed total price, this fee will be determined pro rata.
You are also always obliged to pay for Services or Products that have already been ordered or purchased on the date of termination of the Agreement. Even if they become passable delivered after the due date.
- 5.6. In the event of an early termination by a Business customer, in addition to what is stated in article 5.5. it has been determined that there is no right to a refund of any down payments already made by the Business Customer. It does not matter whether and how much work we have already performed for this Business customer at that time.
- 5.7 We may suspend or dissolve the Agreement at any time in the event of your bankruptcy or an application thereto, if you are making use of statutory debt restructuring or have submitted an application for it, if there is a question of suspension of payments or an application therefor, or – if you are a Business customer – in the event of liquidation/dissolution of your company. All your obligations to us are then immediately and fully due and payable.
- 5.8 Obligations that are intended to continue after the end of the Agreement will continue to apply after the end of the Agreement. Consider, for example, the agreements on confidentiality.

6. Price and payment

- 6.1. You pay us the amount as stated in the Agreement. For Consumers, this is always a price including VAT. All prices quoted by us are in euros. In some cases you are required to make a down payment, which will be included in the Agreement.
- 6.2. A payment term of 7 days applies to each invoice.
- 6.3. If our price is based on information provided by you and this information proves to be incorrect then we have the right to adjust the price accordingly, even after the Agreement has already been concluded. Consider, for example, the situation in which you have indicated to Management Services that it concerns a holiday home for 4 people, while it turns out to be a holiday home for 6 people.
- 6.4. We naturally hope that you always meet your payment obligation on time. That's the best thing for all of us. In the unlikely event that this goes wrong, the following applies:
 - a) Are you a Consumer? Then we always give you a period of 14 days to contact us pay. If you still do not pay then, in addition to the agreed price, you also owe us the statutory interest on this and a compensation for the extrajudicial collection costs (according to the statutory regulation for this).
 - b) Are you a Business customer? In that case, without any further notice of default or demand being required, in addition to the agreed price and the statutory interest, you owe full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, jurists, bailiffs and collection agencies and always with a minimum of €300.
- 6.5. Upon delivery of Products, we remain the owner of all Products until you have paid the full price of the Agreement, including (collection) costs and interest if applicable. You are obliged to keep the Products that have been delivered under retention of title carefully and as recognizable property of Villa Viva.

7. Customer Obligations

- 7.1. In the case of Management Services, you must ensure that:
 - a) the relevant holiday home(s) are in a reasonable state of repair(s) and the inventory of each holiday home meets the requirements of a reasonably furnished recreation house;
 - b) there is a demonstrable annual technical inspection and maintenance of the central heating boiler and others technical installations take place;
 - c) all defects that were pointed out to you by us or that occurred during the inspection and maintenance as referred to in Article 7.1.b) are rectified immediately.
- 7.2 In the case of interior advice, you must ensure that we have received all floor plans including all correct and complete dimensions and measurements for each room of the holiday home(s) that are part of the Agreement. We expressly point out that you are responsible for this information. We do not measure prior to our work.

7.3 In all cases, regardless of what Services and Products the Agreement consists of, you must make sure that:

- a) we have all (technical) information, decisions and data of which you are aware in time or should understand that they are necessary for the performance of the Agreement;
- b) we have free, timely and free access to your holiday home(s), the park where your holiday home(s) are located(s) and other location(s) where the work must be performed;
- c) there are clean, safe and healthy working conditions.

7.4. If you have not fulfilled your obligations under this article 7. or if there are unexpected (other) circumstances that prevent or impede the performance of the work, this will be entirely at your expense and risk and this may result in additional work (see article 8.).

8. Additional work

- 8.1. All changes to the Agreement are considered additional work if additional costs are involved. These General Terms and Conditions apply to the additional work.
- 8.2. You must also pay for additional work that we perform at your request or with your permission. We are not obliged to accept a request for additional work and may also set further requirements for such a request.
- 8.3. Please note that additional work can sometimes cause a delay in the implementation of the Agreement. This does not entitle you to compensation. Cost-increasing circumstances that cannot be attributed to us will be settled as additional work. An example of this is the situation in which we have to spend an unreasonable amount of extra time for Management Services because the holiday home(s) are not in a reasonable state of repair or inventory as referred to in Article 7.1. a). We will always try to inform you about this in advance as much as possible.

9. Confidentiality and GDPR

- 9.1. The Parties will treat information that they provide to each other before, during or after the performance of the Agreement as confidential if this information can reasonably be regarded as confidential, or has been explicitly designated as confidential by one of the Parties.
- 9.2. Insofar as we are dealing with personal data in the performance of this Agreement, these are always subject to the obligation of confidentiality as referred to in Article 9.1. and we only process it in accordance with our Privacy Statement.
- 9.3. The obligation of secrecy also continues after termination of the Agreement as long as the providing Party can reasonably claim the confidential nature of the information.

10. Complaints procedure

- 10.1. We run our company with a lot of passion and dedication and hope for satisfied guests in your holiday home(s) and a good return for yourself. However, it may happen that you are not completely satisfied with our Services or Products. We encourage you to always contact us and indicate what went wrong, what we can do better and what we can help you with.
- 10.2. Are you not satisfied with our complaints handling? Or does it not feel safe to submit your complaint to us? We respect that! Please know that as a Consumer you can always submit a complaint via the European dispute resolution platform, which can be reached via <http://ec.europa.eu/odr/>.

11. Liability

- 11.1. Any liability of us, whatever its nature and extent, towards you or third parties, caused by ourselves or third parties engaged by us, is always limited to the amount that the (company) liability insurance taken out by us pays out in the specific case.
- 11.2. If no payment is made by a (company) liability insurance policy, then any liability is limited to:

- a) the amount invoiced to you in the six (6) months prior to the event in the case of Management Services; or
- b) the price agreed in the Agreement in the case of interior advice; and
- c) in all cases with a maximum of € 5,000.

- 11.3. We are never liable for indirect damage or consequential damage or damage due to loss turnover or profit, damage due to delay, damage due to loss of data, damage due to exceeding deadlines, damage due to your lack of cooperation, information or materials and damage resulting from advice the content of which is not expressly part of the agreement.
- 11.4. In addition, the following limitations of liability apply in specific cases:
 - a) We are not liable for any damage or disadvantage whatsoever arising from or related to agreements with third parties with regard to your holiday home. Think of the rental agreement with the guests of your holiday home or your agreement with a booking platform where guests can book their stay.
 - b) We are also not liable for any damage or disadvantage whatsoever arising out of or in connection with agreements with third parties in which we support you in organizing the work that the third party performs for you, but in which we do not being a party. An example is the agreement with your cleaner.
 - c) Insofar as the Agreement consists of interior advice, delivery of the result releases us from liability for defects that you notice during or prior to that delivery could or should have already been discovered.
- 11.5. Condition for the existence of any right to compensation on any basis
it is also that you always report the damage to us within a reasonable period, but in any case no later than two (2) months after the damage occurred, in writing and properly substantiated.
- 11.6. Business Customer indemnifies us against all third-party claims relating to compensation for damage, costs or interest, insofar as this is related to this Agreement or our Services and Products.
- 11.7. The liability limitations in this article do not apply if we act with intent or gross negligence.

12. Force majeure

- 12.1. If we are unable to fulfill our obligations under the Agreement due to a force majeure situation, we will not be liable for any damage you may suffer as a result.
- 12.2. Force majeure includes, for example, a malfunction of public infrastructure, defects in goods, equipment or software that you prescribe to use yourself, unavailability of personnel, government measures, general transport problems, strikes, wars, terrorist attacks and domestic disturbances or pandemics. This is not a complete list, there may also be other force majeure situations.
- 12.3. In the event of force majeure lasting longer than 90 days, the Parties have the right to dissolve the Agreement in writing. In that case, what has already been performed on the basis of the Agreement will be settled pro rata, without the Parties continuing to owe each other for the rest.

13. Modification of General Terms and Conditions

- 13.1. We may change or supplement these General Terms and Conditions in the meantime. Changes also apply to Agreements that have already been concluded and with due observance of a period of 30 days after notification of the change.
- 13.2. Substantive changes will be announced via the Website and personally (usually by e-mail). Non-substantive changes of minor importance can always be implemented, even without notification.
- 13.3. If you are a Consumer and you do not want to accept a change, you can indicate this within 30 days after notification of the change. Then we can reconsider the change. If we do not withdraw the change, you as a Consumer have the right to terminate the Agreement as of that date until the date on which the new General Terms and Conditions take effect.

14. Final Provisions

- 14.1. Dutch law applies to the Agreement.
- 14.2. Insofar as not dictated otherwise by mandatory law, all disputes about or in connection with the Agreement, our Services and Products will be submitted to the competent Dutch court in the district where we are located.
- 14.3. In these General Terms and Conditions, "in writing" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
- 14.4. If a provision in the Agreement or General Terms and Conditions proves to be null and void, this will not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the parties will adopt (a) new provision(s) to replace it, which will give shape to the intention of the original provision as far as legally possible.
- 14.5. We may transfer our rights and obligations under the Agreement to a third party that takes over us or our business.