

General Rental Terms and Conditions

Article 1. Definitions

For the purpose of these general terms and conditions, the following definitions shall apply:

1. **Lessor:** the company offering the holiday apartment in Suriname for temporary accommodation, as further specified in Article 2 of these terms and conditions.
2. **Lessee:** the natural person or legal entity who makes a reservation for accommodation in the holiday apartment, or otherwise enters into a Rental Agreement with the Lessor.
3. **Third Party/Parties:** any natural or legal persons who are not party to the Rental Agreement.
4. **Rental Agreement(s):** the agreement for the temporary lease of the Holiday Apartment to the Lessee, intended for recreational use.
5. **Holiday Apartment:** the fully furnished accommodation made available by the Lessor for short-term stays.
6. **In Writing:** communication by email, post, or electronic messaging services such as WhatsApp, provided that the message can be demonstrably sent and received.
7. **Security Deposit:** the amount paid by the Lessee as a guarantee for the proper fulfillment of their obligations under the Rental Agreement, including the prevention of damage, nuisance, or additional costs.
8. **House Rules:** the regulations established by the Lessor containing (conduct) rules for the use of the Holiday Apartment and any related facilities, made available either digitally or physically at the premises.

Article 2. Identity of the Lessor

Name of Lessor:

Hellen van der San

Email address: info@adolfinasuriname.com

Telephone number: +31 6 85441951

Co-owner:

Antoine van den Hork

Telephone number: +31 6 20403570

Local contact (Suriname):

Romano van der San (son of Hellen)

Telephone number: +597 825 1434

Address of the Holiday Apartment:

Street and house number: Johannespontweg 3

District: Frederikshoop

City: Paramaribo

Country: Suriname

Article 3. General Provisions

1. These general terms and conditions apply to every offer made and every Rental Agreement concluded by the Lessor with the Lessee.
2. Deviations from these terms and conditions are valid only if expressly agreed upon in Writing.
3. Any general terms and conditions used by the Lessee are expressly rejected.
4. If one or more provisions of these terms and conditions are void or annulled, the remaining provisions shall remain in full force and effect. In such case, the Parties shall

consult with one another to agree on replacement provisions that reflect the original intent as closely as possible.

5. If the Lessor, in a specific instance, refrains from strict enforcement of any provision of these terms and conditions, this shall not imply a waiver of the right to enforce such provision in full in future cases.
6. The Rental Agreement constitutes a short-term lease for recreational use within the meaning of Article 7:232(2) of the Dutch Civil Code. Accordingly, the Lessee cannot invoke tenancy protection applicable to standard residential leases.
7. The Lessor reserves the right to amend these general terms and conditions. However, any amendments shall not affect Rental Agreements that have already been concluded; such agreements shall remain governed by the terms and conditions in effect at the time of their conclusion.
8. The House Rules, as made available by the Lessor, form an integral part of the Rental Agreement and apply to the Lessee's stay in the Holiday Apartment.

Article 4. The Offer

1. Any offer to lease the Holiday Apartment is non-binding, unless explicitly stated otherwise by the Lessor. The Lessor reserves the right to withdraw the offer as long as it has not yet been confirmed by the Lessee.
2. The offer shall include a clear description of the Holiday Apartment, its amenities, the rental price, and the applicable rental period. Obvious errors or mistakes in the offer shall not be binding upon the Lessor.
3. If the offer is made subject to specific conditions or is valid for a limited period, this shall be explicitly stated.

Article 5. The Rental Agreement

1. The Rental Agreement is concluded at the moment the Lessee accepts the Lessor's offer and the (advance) payment has been made in accordance with the Lessor's terms.
2. Upon receipt of the reservation, the Lessor shall send a Written confirmation. The reservation is only considered final upon such confirmation.
3. The Rental Agreement is entered into for recreational use for a fixed term and shall terminate automatically on the agreed departure date, without the need for cancellation.
4. The Lessor reserves the right to refuse or cancel a reservation if there are reasonable grounds to doubt the reliability or financial capacity of the Lessee. In such case, the Lessee shall be informed in Writing as soon as possible.
5. If any provision of these general terms and conditions or of the Rental Agreement is found to be void or annulled, the remaining provisions shall remain in full force and effect. In such case, the Parties shall agree on a replacement provision that reflects the original intent as closely as possible.

Article 6. No Right of Withdrawal

1. The Lessee acknowledges and accepts that the statutory right of withdrawal does not apply to the Rental Agreement, as it concerns the temporary rental of holiday accommodation for a specific period. The Rental Agreement qualifies as a leisure service for which a specific date or period of performance is agreed (Article 6:230p sub e of the Dutch Civil Code).
2. By placing a reservation, the Lessee expressly agrees that the Rental Agreement is binding and cannot be cancelled free of charge on the basis of withdrawal. The terms and conditions for modifications or cancellations are set out in Article 11 of these general terms and conditions.

Article 7. Obligations of the Lessee

1. The Lessee shall use the rented Holiday Apartment with due care and as a responsible tenant. The Holiday Apartment may only be used for recreational purposes. Use for commercial or other non-recreational purposes is strictly prohibited.
2. At the time of booking, the Lessee must accurately indicate the number of guests. Overnight stays by more persons than previously agreed are not permitted without the Lessor's express Written consent. Additional charges may apply for extra guests. In case of unauthorized occupancy, the Lessor shall be entitled to charge additional fees or terminate the Rental Agreement with immediate effect, without refund of rent or Security Deposit.
3. The Lessee and any accompanying guests must conduct themselves in a manner that does not cause nuisance to neighbors or other guests. Parties are not allowed, and music must be kept to a minimum between 22:00 and 08:00. In the event of repeated or serious nuisance, the Lessor is entitled to terminate the Rental Agreement immediately, without any right to a refund.
4. The Lessee and accompanying guests are prohibited from:
 - a. bringing pets (unless expressly permitted in Writing in advance);
 - b. smoking inside the Holiday Apartment;
 - c. subletting the Holiday Apartment in whole or in part, or making it available to Third Parties;
 - d. using open fire or a barbecue in areas where this is not expressly permitted.Violation of these provisions may result in (partial) withholding of the Security Deposit or termination of the Rental Agreement.
5. Upon arrival, the Lessee shall inspect the available inventory together with the Lessor or their representative using a checklist provided by the Lessor. The Lessee is responsible for the careful use of the furniture, appliances, and other facilities. Any damage, loss, or defects must be reported immediately. The costs of any damage or loss not considered normal wear and tear will be deducted from the Security Deposit or charged separately.
6. If the Lessee refuses to cooperate in completing and signing the checklist, the Lessor shall have the right to terminate the Rental Agreement with immediate effect. All costs resulting from such termination, including lost rental income and administrative expenses, shall be borne entirely by the Lessee.
7. Upon departure, the Lessee must leave the Holiday Apartment in a tidy and broom-clean condition, in accordance with the Lessor's instructions. Failure to comply may result in additional cleaning charges.
8. The Lessee is obliged to provide the Lessor with all information necessary for the proper performance of the Rental Agreement, in a timely, accurate, and complete manner. If the Lessee fails to do so, the Lessor shall be entitled to charge any resulting costs and/or cancel the Rental Agreement.
9. If the Lessee fails to comply with one or more of the above obligations, the Lessor shall be entitled to terminate the Rental Agreement immediately and claim compensation for damages. In such case, the Lessee shall forfeit any right to a refund of previously paid amounts, including rent and any Security Deposit.

Article 8. Termination, Cancellation, and Extension of the Rental Agreement

1. The Lessor is entitled to terminate the Rental Agreement, in whole or in part, with immediate effect and without notice of default, if the Other Party fails to fulfil one or more of its obligations under the Rental Agreement or these terms and conditions, is declared bankrupt, files for (provisional) suspension of payment, liquidates its business, or if its assets are seized.
2. Termination by the Lessor shall not affect its right to claim damages, such as lost rental income or repair costs.

3. The Rental Agreement shall automatically expire upon conclusion of the agreed rental period. No notice of termination is required.
4. The Lessor is entitled to cancel a reservation prior to the commencement of the Rental Agreement in the event of force majeure or other compelling circumstances. In such case, any amounts already paid shall be refunded in full, without the Other Party being entitled to any additional compensation. If the Lessor cancels the reservation without such compelling reason, the cancellation policy as set out in Article 9 shall apply, including the tiered refund schedule contained therein.

Article 9. Cancellation of the Reservation

1. The Lessee may cancel the reservation of the Holiday Apartment **in Writing** up to five (5) weeks prior to the scheduled arrival date. The cancellation shall only be deemed final once the Lessor has confirmed it in Writing.
2. In the event of cancellation, the Lessee shall owe the Lessor the following cancellation fees:
 - Cancellation up to five (5) weeks before arrival: no charge;
 - Cancellation between two (2) and four (4) weeks before arrival: 30% of the total rental amount;
 - Cancellation within two (2) weeks before arrival: 100% of the total rental amount.
3. If the Lessee cancels due to demonstrable force majeure, such as serious illness, accident, or the death of a close family member, this must be reported to the Lessor as soon as possible and in Writing. The Lessor may, at its discretion and based on principles of reasonableness and fairness, decide to reduce or waive the cancellation fee in whole or in part. The Lessor may request supporting documentation, such as a medical certificate.
4. The Lessor is entitled to cancel a reservation prior to the start of the stay in the event of force majeure or other compelling circumstances. In such cases, any amounts already paid shall be refunded in full, without the Lessee being entitled to any additional compensation.
5. If the Lessor cancels a reservation without the presence of compelling circumstances as referred to in paragraph 4, the Lessor shall owe the Lessee the same cancellation compensation as the Lessee would have owed the Lessor in accordance with the tiered schedule set out in paragraph 2.

Article 10. Liability

1. The Lessor shall not be liable for any damage resulting from improper use of the Holiday Apartment or its inventory by the Lessee or by Third Parties who are present in or around the Holiday Apartment with the Lessee's permission.
2. The Lessee shall be jointly and severally liable throughout the entire rental period for all damage to the Holiday Apartment, its inventory, and any related items, unless the Lessee can demonstrate that the damage cannot be attributed to them or any accompanying users.
3. The Lessor accepts no liability for the damage or loss of property belonging to the Lessee or accompanying users, nor for personal injury sustained during the stay in or around the Holiday Apartment, except in cases of intent or deliberate recklessness on the part of the Lessor.
4. The Lessor shall not be liable for disruptions in services provided by Third Parties, such as power outages, internet failures, water supply issues, transport, or excursions, nor for inconvenience caused by external factors such as construction work, natural phenomena, or noise disturbances caused by Third Parties.

5. The Lessor's liability, if and to the extent it exists, shall be limited to the amount of the paid rental sum for the relevant stay. If and to the extent the Lessor's liability insurance provides a higher payout, that amount shall serve as the maximum.
6. Any claim for damages shall lapse if the Lessee does not report the damage to the Lessor in Writing within fourteen (14) days after the end of the stay, unless the Lessee can demonstrate that it was not reasonably possible to report the damage earlier.
7. The Lessee shall indemnify the Lessor against all claims from Third Parties arising from the use of the Holiday Apartment by the Lessee and/or by users permitted by the Lessee.

Article 11. Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by the Lessor to fulfil any obligation towards the Lessee shall not be attributable to the Lessor if it results from a circumstance beyond the Lessor's control, which wholly or partially prevents the fulfilment of the obligations under the Rental Agreement, or as a result of which fulfilment cannot reasonably be expected from the Lessor. Such circumstances include, but are not limited to: flooding, storm damage, fire (or risk thereof), pandemics, epidemics, quarantine regulations, power outages, utility failures, strikes, illness or incapacity of staff, government measures, war or threat of war, and non-performance or delays by suppliers or Third Parties upon whom the Lessor depends.
2. In the event of force majeure, the Lessor's obligations shall be suspended for the duration of the force majeure situation. If the force majeure continues for more than thirty (30) days, both the Lessor and the Lessee shall be entitled to terminate the Agreement, in whole or in part, in Writing, without either Party being entitled to compensation for damages.
3. If the Rental Agreement is terminated due to a force majeure situation, the Lessor shall be entitled to reasonable compensation for costs or investments already incurred prior to the onset of the force majeure, to the extent these were made in preparation for the intended stay.

Article 12. Fees / Prices

1. All amounts used by the Lessor are stated in euros and are exclusive of value-added tax (VAT) and any other government-imposed levies, unless expressly agreed otherwise in Writing.
2. The Lessor reserves the right to apply a reasonable annual inflation adjustment to the agreed prices.
3. The agreed amounts are based on cost-determining factors applicable at the time the Rental Agreement was concluded. If, after the Rental Agreement has been concluded—but no earlier than three (3) months thereafter—changes occur in these cost-determining factors beyond the reasonable control of the Lessor (such as increases in taxes, excise duties, social charges, insurance premiums or fees from Third Parties), the Lessor is entitled to pass on such increases to the Lessee, up to a maximum of twenty percent (20%) of the original amount.
4. If the Lessor wishes to increase prices by more than twenty percent (20%), the Lessee shall have the right to terminate the Rental Agreement without being liable for compensation, provided the Lessee exercises this right in Writing within fourteen (14) days of receiving notice of the price increase. The Lessor shall notify the Lessee in Writing of any such price change of more than twenty percent (20%) at least one (1) month prior to its effective date.
5. A combined price quotation does not oblige the Lessor to perform part of the Rental Agreement for a corresponding portion of the quoted price.

6. Any discounts or quoted rates apply solely to the specific booking or period to which they refer and do not entitle the Lessee to similar discounts or rates for future bookings or extensions of stay, unless expressly agreed otherwise in Writing

Article 13. Payment and Invoicing

1. The Lessee must pay a deposit of fifty percent (50%) of the total rental amount, including any applicable Security Deposit, at the time of booking the Holiday Apartment. This deposit serves as confirmation of the booking. Deviations from this arrangement are only valid if agreed otherwise in Writing.
2. The remaining balance of the rental amount must be paid no later than fourteen (14) days after the invoice date, unless agreed otherwise in Writing.
3. For bookings made within six (6) weeks prior to the start of the stay, the full rental amount must be paid immediately and in any case prior to arrival.
4. In the event of late payment, the Lessee shall be in default by operation of law, without the need for further notice. In such case, the Lessee shall owe statutory (commercial) interest, and the Lessor reserves the right to unilaterally terminate and/or cancel the Rental Agreement.
5. In addition, in case of default, the Lessor is entitled to charge extrajudicial collection costs to the Lessee. These costs shall be determined in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
6. Any errors in the provided or stated payment details must be reported to the Lessor without delay by the Lessee.
7. In the event of bankruptcy, (provisional) suspension of payment, or admission to the Dutch debt restructuring scheme for natural persons (WSNP), all claims of the Lessor shall become immediately and fully due and payable.
8. Payments made by the Lessee shall first be applied to settle any outstanding interest and costs, and subsequently to the oldest outstanding principal amounts, regardless of any contrary instructions from the Lessee.

Article 14. Security Deposit

1. The Lessor may require a Security Deposit from the Lessee as a guarantee for the proper fulfilment of obligations under the Rental Agreement, including careful use of the Holiday Apartment and the prevention of damage, nuisance, and loss of inventory.
2. The amount of the Security Deposit shall be determined prior to the conclusion of the Rental Agreement and must be paid in full no later than the start of the stay, unless agreed otherwise in Writing.
3. The Security Deposit shall be refunded within fourteen (14) days after the end of the stay, unless deductions as referred to in paragraph 5 apply. The refund shall be made to the IBAN account number provided by the Lessee.
4. Any banking fees related to international transfers shall be borne by the Lessee.
5. The Lessor is entitled to withhold (part of) the Security Deposit if—among other things, but not limited to—the following occurs:
 - a. damage to the Holiday Apartment, the inventory, or any associated property that does not qualify as normal wear and tear;
 - b. failure to leave the Holiday Apartment clean and empty in accordance with instructions;
 - c. violation of the House Rules or any provision of the Rental Agreement (e.g., nuisance, unauthorised use, or hosting of additional guests);
 - d. loss of keys, inventory, access cards, or other access items;

- e. other costs or damage caused by the actions or omissions of the Lessee or accompanying guests.
- 6. If the damage suffered or costs incurred by the Lessor exceed the amount of the Security Deposit, the Lessor reserves the right to charge the Lessee separately for the excess amount. If the Lessee refuses to pay, the Lessor reserves the right to terminate the Rental Agreement.

Article 15. Complaints

- 1. The Lessee may no longer invoke any defect in the Holiday Apartment or the Rental Agreement if they have not submitted a Written complaint to the Lessor within two (2) months after discovering the defect, or after they reasonably should have discovered it. In the case of visible defects upon arrival, the notification period is forty-eight (48) hours.
- 2. The Lessee must allow the Lessor a period of at least four (4) weeks to resolve the complaint by mutual agreement.
- 3. If a complaint is not submitted within the time limits set forth in this Article, the Holiday Apartment shall be deemed to conform to the Rental Agreement and to function accordingly.
- 4. Filing a complaint does not suspend the Lessee's payment obligation if the Lessee is acting in the course of a profession or business.

Article 16. Transfer of Rights and Obligations

- 1. If the Lessee is acting in the course of a profession or business and wishes to assign or pledge any financial rights or obligations under the Rental Agreement to a Third Party, the Lessee must notify the Lessor thereof in advance and in Writing.
- 2. If the Lessee is a consumer, financial rights and obligations under the Rental Agreement may not be assigned or pledged to Third Parties without the prior Written consent of the Lessor. This provision qualifies as a property law restriction within the meaning of Article 3:83(2) of the Dutch Civil Code.
- 3. The Lessor is entitled to assign rights and obligations under the Rental Agreement to a Third Party, provided the Lessee is notified of such transfer in Writing.

Article 17. Confidentiality

- 1. The Lessee is obliged to maintain the confidentiality of all confidential information received from the Lessor in the context of the Rental Agreement. Information is deemed confidential if this has been communicated by the Lessor or if it arises from the nature of the information.
- 2. In the event of a breach of the confidentiality obligation, the Lessee shall, without further notice of default, owe an immediately payable penalty of €1,000 (one thousand euros) per breach, without prejudice to the Lessor's right to claim additional damages.

Article 18. Exclusivity

- 1. For the duration of the stay, the Lessee grants the Lessor the exclusive right to perform the Rental Agreement. The Lessee is therefore not permitted to grant access to Third Parties for commercial purposes without the Lessor's prior Written consent.

Article 19. Alternative Dispute Resolution

2. If a dispute arises regarding the execution or interpretation of the Rental Agreement, the Lessee and the Lessor may agree to submit the dispute to an independent mediator or alternative dispute resolution body.
3. If the Lessee is a consumer and the Lessor opts for alternative dispute resolution, the Lessor shall notify the Lessee thereof. The Lessee then has the right to opt for resolution by the regular courts within one (1) month after receiving such notice.

Article 20. Applicable Law and Competent Court

1. The Rental Agreement between the Lessor and the Lessee is governed exclusively by Dutch law.
2. Disputes arising from or relating to the Rental Agreement shall initially be resolved amicably. If an amicable resolution is not possible, the dispute shall be submitted exclusively to the competent court in the district in which the Lessor is established.

Article 21. Survival of Provisions

1. Provisions of these general terms and conditions that, by their nature, continue after termination of the Rental Agreement shall remain in force after the end of the Rental Agreement.

Article 22. Amendments to the General Terms and Conditions

1. The Lessor is entitled to unilaterally amend or supplement these general terms and conditions.
2. Amendments shall be communicated to the Lessee in Writing or by email at least thirty (30) days prior to their effective date.
3. If the Lessee is a consumer, they shall have the right to terminate the Rental Agreement in the event of a material change, unless the change is required by law or another binding regulation.