



## Terms and conditions Estate Wangi Felixe

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## Terms

**Tenant:** The person who enters into an agreement with us regarding Estate Wangi Felixe.

**Co-traveller(s):** The person(s) who, as a result of the agreement between tenant and landlord at Estate Wangi Felixe and thereby accept what is stated in these terms and conditions.

**Landlord:** Estate Wangi Felixe - Pandan Wangi B.V, Kruisstraat 45 B, 2011PW Haarlem. Chamber of Commerce number: 83109331

**Intermediary, mediator:** intermediary who acts as a mediator by establishing a contract or agreement.

**The estate:** Estate Wangi Felixe. The entire plot including the buildings, swimming pool and walled garden.

**Reservation request:** Submission of a request by phone, in writing, or via the reservation form on the website.

**Booking confirmation:** In which the agreement to rent Estate Wangi Felixe is confirmed.

**The rental agreement:** the agreement between tenant and landlord to rent Estate Wangi Felixe

**Website:** [www.wangifelixe.com](http://www.wangifelixe.com)

## Article 1 Applicability of general terms and conditions

- 1.1. The landlord's terms and conditions apply by making a booking or reservation request, and to all other services concerning Estate Wangi Felixe.
- 1.2. By making a booking or reservation request, the tenant agrees to the landlord's terms and conditions.
- 1.3. Applicability of any own general terms and conditions or other general terms and conditions are expressly rejected, unless otherwise confirmed by us in writing.
- 1.4. Dutch law shall apply to the agreement and also to amendments and supplements thereto, unless other law applies under mandatory rules.
- 1.5. If one or more provisions of these general terms and conditions are null and void or may be annulled, the other provisions of these general terms and conditions shall remain fully applicable. The nullified or void provision shall be replaced by a valid provision that approaches the scope of the earlier provision as much as possible.
- 1.6. The content of the website [www.wangifelixe.com](http://www.wangifelixe.com) has been compiled with great care. However, the landlord is not liable for any errors or changes. Only the prices and details mentioned in the booking confirmation are binding.
- 1.7. The tenant cannot transfer their rights and obligations following from the lease to third parties unless the parties have expressly stipulated otherwise in writing.



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### Article 2 Intermediary, broker, platform etc.

- 2.1 The landlord uses intermediaries or mediators. These are intermediaries who mediate and establish a contract or agreement. An intermediary can handle the reservation request on behalf of the Landlord.
- 2.2 Estate Wangi Felixe can be booked through travel agents and various platforms, such as Airbnb.
- 2.3 If the agreement is concluded through mediation by an intermediary or platform, the agreement shall be concluded as soon as the reservation request is received by the lessor and the reservation is confirmed in writing by the lessor to the lessee by means of the reservation confirmation, under the resolutive condition that the lessor indicates - for whatever reason - within two working days after the conclusion of the agreement that rental is not possible in that particular period.
- 2.4 Booking requests via [www.wangifelixe.com](http://www.wangifelixe.com) can be handled by an intermediary. Name and contact details of the intermediary are listed in the automatic mail after making a reservation request or booking request.
- 2.5 The intermediary may send the booking confirmation on behalf of the landlord.
- 2.6 The intermediary can reserve the estate for the tenant on behalf of the landlord.
- 2.7 The intermediary can handle the deposit, payment of the rent and payment of the security deposit on behalf of the landlord.
- 2.8 The intermediary is the first point of contact for all questions, information and changes regarding the reservation confirmation. However, direct contact with the lessor is possible.
- 2.9 The agreement to rent Estate Wangi Felixe is an agreement between tenant and landlord.

### Article 3 Booking

- 3.1. The tenant can request a reservation in writing by email, via the website, or by telephone.
- 3.2. After the landlord receives the reservation request via the website, in writing or by telephone, the landlord will send a confirmation e-mail with the relevant dates and prices and a payment link for the down payment, or an IBAN account number to which the down payment can be transferred.
- 3.3. The booking confirmation serves as proof of the agreement between tenant and landlord.
- 3.4. The tenant can have any errors in the reservation confirmation corrected by the landlord within two working days after receipt of the reservation confirmation. After this period, the reservation confirmation shall serve as proof of the content of the agreement between the tenant and landlord.
- 3.5. Within 5 business days of sending the confirmation email, the tenant must pay a deposit of 50% of the total rent.
- 3.6. Only after the landlord sends the confirmation email and receives the deposit, the dates are definitively reserved for Estate Wangi Felixe for the tenant.
- 3.7. The landlord only accepts reservations by persons aged 21 or over.
- 3.8. The tenant is responsible for stating the correct number of persons, which may not exceed the maximum number of persons allowed, unless this is deviated from in writing.



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### Article 4 Payment

- 4.1. Within 5 business days of sending the confirmation email, the tenant must pay a deposit of 50% of the total rent.
- 4.2. The balance including a €1000 deposit must be transferred to the landlord's account 90 days before arrival.
- 4.3. If the reservation is made 90 days or less before the arrival date, the total rental price including the deposit of €1000 is due within 24 hours of receiving the confirmation email.
- 4.4. For payment, the tenant can use the payment link in the email or transfer the amount to the IBAN account number mentioned in the email including the name of the beneficiary and the booking number.
- 4.5. If the (down)payment is not made, or not made on time, the tenant shall be in default and the agreement shall be cancelled, unless the landlord decides otherwise. In that case, the tenant shall owe the cancellation costs as described in article 5 and shall be liable for the statutory interest from that time onwards.
- 4.6. The landlord shall then be entitled to charge or settle the costs against the deposit(s) received as referred to in article 4 paragraph 5.

### Article 5 Cancelling and changing reservations

- 5.1. Cancelling or changing a reservation can only be done in writing by email.
- 5.2. The tenant is entitled to cancel or amend a contract in writing, without charge, no later than two working days after receipt of the reservation confirmation, unless the stay at the estate falls within 40 days from the booking confirmation date.
- 5.3. After expiry of the period mentioned in Article 5 paragraph 2, the tenant is only entitled to cancel in writing against payment of cancellation fees.
- 5.4. The date on which the cancellation is received determines which part of the rental price is due, by way of a cancellation fee.
- 5.5. Low season: for cancellation 60 days or more before the start of the rental period, only an administration fee of €200 is payable. (The deposit will be refunded)
- 5.6. Low season: in case of cancellation less than 60 days before the start of the rental period, 100% of the total rental fee is due. (The deposit will be refunded)
- 5.7. High season: if cancelled 90 days or more before the start of the rental period, only an administration fee of €500 is payable. (The deposit will be refunded)
- 5.8. High season: in case of cancellation less than 90 days before the start of the rental period, 100% of the total rental fee is due. (The deposit will be refunded)
- 5.9. If, due to unforeseen circumstances, the landlord has to cancel a rental agreement, the tenant will be informed immediately and (down) payments will be refunded.
- 5.10. If the tenant wishes to change the rental period or other essential elements of the agreement, this requires the landlord's explicit consent. If the landlord does not grant permission, the tenant may cancel the agreement against payment of the cancellation costs stated in paragraphs 3 to 8 of this article.
- 5.11. Cancellation or modification of the agreement by the tenant also counts as cancellation or modification for fellow traveller(s).



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### 5.12. Cancellation by the landlord.

If, due to unforeseen circumstances, the landlord has to cancel a rental agreement, the tenant will be informed immediately. The landlord will make every effort to find similar accommodation. If the tenant does not agree with this alternative, (down)payments will be refunded immediately, including the deposit.

Further claims on the part of the tenant in this case are expressly rejected.

## Article 6 Liability

- 6.1. The tenant will conduct themselves as a good tenant during their stay at Estate Wangi Felixe and have a general duty of care for the leased property.
- 6.2. The tenant shall be liable to the Landlord for all loss and/or damage incurred by the landlord during the rental period of the estate as a result of the stay, regardless of whether such damage is caused by acts or omissions of the tenant, fellow traveller(s) or by third parties who are on the estate through their actions, or by any animal or property in their possession. Unless the tenant can prove that the damage cannot be attributed as such.
- 6.3. The tenant is obliged to report any damage caused during the stay immediately.
- 6.4. If damage is found on arrival at the estate, the tenant must report it immediately.
- 6.5. Unreported damage will be recovered from the tenant.
- 6.6. The landlord is not liable for loss or theft of the tenant's property.
- 6.7. To the extent permitted by law, the landlord shall not be liable for any failure or breakdown of mechanical, electrical or other equipment or property, on the estate, but shall endeavour to effect repairs within a reasonable time.
- 6.8. The landlord is not liable for construction activities in the neighbourhood.
- 6.9. The landlord is not liable for the (partial) failure of utilities including internet.
- 6.10. The landlord rejects any responsibility for loss, theft or damage of/to luggage, personal belongings or vehicle, as well as costs, resulting from not reaching the estate on time due to delay.
- 6.11. Any limitation or exclusion of liability included in the rental agreement or the general terms and conditions shall not apply if and insofar as the damage is the result of intent or conscious recklessness on the part of the landlord.
- 6.12. If the landlord is nevertheless liable to the tenant, the compensation shall be limited to a maximum of the amount paid by the tenant to the landlord.

## Article 7 Insurance

- 7.1. The landlord advises the tenant and/or co-traveller(s) to take out cancellation insurance.
- 7.2. The landlord advises the tenant and/or co-traveller(s) to take out travel insurance.
- 7.3. The tenant must be in possession of valid third-party liability insurance upon commencement of their stay at Estate Wangi Felixe.

## Article 8 Deposit

- 8.1. Any damage caused by the tenant's acts or omissions will be deducted from the deposit, without prejudice to the tenant's obligation to pay full compensation.
- 8.2. As agreed, the deposit will be refunded within 14 days of leaving the estate, less any additional costs to be deducted and/or for the repair of subsequent damage to the estate.



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### Article 9 Arrival and departure

- 9.1. Check in, check out:
  - a. Check in: from 14.00
  - b. Check out: before 10.00
- 9.2. Would you prefer a different check-in or check-out time? Contact us to discuss the possibilities.
- 9.3. Airport transfer: The driver meets the tenant at Bali's Denpasar Airport. The meeting point is directly outside the arrival door. The driver will be holding up a sign with the tenant's name and will assist with luggage and escort the tenant and fellow travellers to the estate.
- 9.4. The landlord needs the tenant's flight details and the number of co-travellers for both arrival and departure to organise airport transfers.

### Article 10 Number of fellow travellers

- 10.1. Estate Wangi Felixe is equipped for up to 8 people and 2 children up to 6 years old. (A cot can be added for children up to 6 years old).
- 10.2. The tenant is not allowed to accommodate and/or have more persons stay at the estate than the number mentioned on the reservation confirmation unless explicitly agreed otherwise with the landlord.
- 10.3. If more people than agreed stay overnight at the estate without the landlord's consent, the tenant is automatically in default of their obligations under the agreement and liable for damages.

### Article 11 House rules

- 11.1. SWIMMING POOL  
Use of the pool is always the tenant's own responsibility. The landlord is not liable for any damage or injury caused by use of the pool. Diving is at your own risk. It is always the responsibility of the tenant to supervise children using the pool.
- 11.2. SMOKING  
Smoking is not allowed inside the buildings themselves, or outside near the buildings on the estate. No open fire is allowed inside or outside. Setting off fireworks is not allowed. These rules apply because of the authentic thatched along along roofs.  
Smoking is allowed only in designated smoking areas.
- 11.3. PETS  
Pets are not allowed.
- 11.4. RECREATIONAL PURPOSES  
Estate Wangi Felixe is for recreational purposes only and not intended for celebrations, parties and the like in the broadest sense.



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### Article 12 Dissolution of the agreement

- 12.1. The landlord is entitled to terminate the agreement in writing or by email with immediate effect and to demand the immediate eviction of the property, if the tenant seriously neglects their duty of care for the property, if the tenant accommodates more or other persons and/or animals at the property than permitted under the agreement, if the tenant stays in the property for longer than the agreed time, or if the tenant causes damage to the property, if the tenant causes any nuisance, or otherwise fails to fulfil their obligations as a good tenant.
- 12.2. Should such a situation arise, the tenant shall not be entitled to a refund of (part of) the rental sum, and the tenant shall be obliged to compensate the landlord for any damage suffered as a result of the tenant's acts or omissions.
- 12.3. If the landlord cannot deliver the property due to circumstances beyond their control, the landlord shall be entitled to dissolving the agreement. The tenant will get their rental sum back in this case, but is not entitled to any reimbursement of costs or damages.

### Article 13 Complaints

- 13.1. Do you have a complaint about the estate? Our host, Gustut, is your first point of contact on site. Always communicate a complaint during your stay at the estate within 24 hours of its occurrence directly to host Gustut as well as the intermediary, allowing them to resolve the complaint as soon as possible.
- 13.2. If the complaint is not addressed satisfactorily, the tenant can contact the intermediary so that a solution can be found in consultation with the landlord.
- 13.3. Is the problem still unresolved? Then you can submit the complaint in writing to the intermediary and/or landlord within 2 weeks after the end of the rental period, stating all relevant details and accompanied by evidence in the form of witness statements and/or photos.
- 13.4. If the tenant fails to comply with the terms and conditions set out in this article, the tenant will lose their right to compensation, insofar as any right to compensation exists.