The costs of the cancellation agreement can be transferred in Euros through your bankaccount to: bank account number NL74 RABO 325 6744 77 - SARL La Vallée Verte. The payment must be credited to our bank account at the same time as the down payment (within 2 weeks after issuing the agreement), otherwise the cancellation agreement will automatically lapse.

If the contract is concluded later than 7 working days after the booking date, article 6 sub 2 of the General Terms and Conditions applies.

SARL La Vallée Verte hereby guarantees to the aforementioned contractors up to the amount of the total rent, in case of:

- I. Cancellation up to and including the day of departure or commencement date of rent: the cancellation costs due to the landlord, including the paid advance payment and / or the fully or partially paid rent.
- II. Delay of boat, bus, train or plane on departure from the Netherlands or on arrival at the holiday destination: a pro rata payment on the rent for each holiday day that is not due by the said delay, up to a maximum of 3 days.
- III. Termination with premature return or hospitalization prevented premature return: a pro rata reimbursement of the rent for each premature return or due to hospitalization prevented premature return unused holiday, up to a maximum of 40 days.

The agreement will also be made on the General Terms and Conditions if attached:

#### **CANCELLATION AGREEMENT**

### **Terms and Conditions**

# Article 1 COVERAGE

A. CANCELLATION.

The right to reimbursement of the cancellation costs as stated on the reverse only exists if the rental agreement has to be canceled as a result of one of the following uncertain events:

- 1. death, serious illness or serious accident of the contractor;
- 2. death, serious illness or serious accident of non-accompanying family members in the 1st or 2nd degree or housemates of the contractor;
- 3. any material damage to property caused by fire, explosion, lightning strike, burglary, storm or flood, which affects the property of the contractor or the company in which it operates and makes its presence urgently required at the time of the rental period;
- 4. involuntary unemployment of the contractor, as a result of total or partial closure of the company, where the contractor is employed;
- 5. the contracting party, who benefits from an involuntary unemployment following a previous employment relationship under any social security law, accepts indefinitely or for at least 1 year, an employment of not less than 20 working hours per week, which are presence at the time of the rental period to complete that employment;
- 6. unexpected call from the contractor after a final examination for a re-examination that can be taken as the only option at the time of the rental period;
- unexpected call from the contractor for first or repeat exercise in military service;
- 8. the contracting party unexpectedly obtains a rental property, the rent of which commences in the period of 30 days before the start of the rental up to and including the last day of the rental period;
- 9. the loss of the private means of transport to be used by the contractor for the voyage: due to theft, fire, explosion or any external calamity within 30 days before the intended date of arrival at the place of destination.

B. In the event of cancellation by only one of the contractors, no reimbursement / refund of the rent will be granted if one of the other contractors still makes use of the rented property.

#### C. DEPARTURE OR ARRIVAL DELAY.

In case of delay of boat, bus, train or plane on departure from the Netherlands or on arrival at the holiday destination due to causes outside the control of the contractor, travel or transport organization, there is a right to compensation of the rent paid as indicated on the reverse the unused vacation days, with the proviso that for delays of 8 to 20 hours 1 day, 20 to 32 hours 2 days and for longer 3 days will be reimbursed; this only for travel / rental arrangements longer than 3 days.

## D. INTERRUPTION.

Entitlement to reimbursement due to termination as stated on the reverse only exists if the trip or stay is prematurely terminated as a result of one of the events mentioned under A under 1 to 8. In case of premature return prevented by hospital admission, the admission days, falling rental period, as unused vacation days, but exclusively for the contractors belonging to the family of the affected. At hospitalization by only one of the contractors, no reimbursement / refund of the rent is granted if one of the other contractors continues to use the rented property.

Among the in II. and III. the pro rata remuneration referred to is a compensation in proportion to the number of unused days up to the total number of days of the rent as indicated on the reverse. Any refunds on the part of the hotel, travel / transport organization or lessor will be deducted from the reimbursement to be paid under I. and / or III.

#### Article 2 INSURED AMOUNT

The insured amount (rent) must be set at the full price of the rental arrangement, however with the following maximums: € 2000 per person and € 4,000 per contract.

### Article 3 STARTING AND END OF THE AGREEMENT

The agreement starts after payment of the costs with the issue of this agreement and ends on the expiration date of the arrangement as indicated on the verso.

### **Article 4 REFUND OF COSTS**

There is no right to refund the costs of this agreement except in the event of cancellation of the lease by the lessor.

### **Article 5 OBLIGATIONS**

Contractors or stakeholders are obliged:

- 1. to do everything reasonably possible to prevent, reduce or limit the damage;
- 2. to call for medical assistance immediately in the event of an accident or illness, to strictly follow all the prescriptions of the treating physician and to refrain from anything that could promote recovery;
- 3. to provide La Vallée Verte with all the cooperation required in reasonableness and to provide information truthfully;
- 4. to notify La Vallée Verte by telephone or in writing of cancellation, immediately but within 3 x 24 hours (excluding Sundays and holidays);
- 5. any event from which La Vallée Verte may incur an obligation to pay compensation must be communicated to La Vallée Verte as soon as possible but no later than 1 month after the event, with as complete a description as possible of the event, unless demonstrated that it was not reasonably possible to notify within the set deadline. In any case, the notice must be made within no more than 6 months after the event;
- 6. to return La Vallée Verte as soon as possible to the fully completed and signed declaration of damage confirmation;
- 7. La Vallée Verte to answer her questions as quickly and truthfully as possible, follow any instructions carefully;
- 8. the circumstances leading to a request to La Vallée Verte to prove compensation. Original written proof must be submitted to La Vallée Verte;

9. If required, transfer the claim for compensation to third parties up to the amount of the compensation received from La Vallée Verte in writing to La Vallée Verte.

#### Article 6 EXCLUSIONS

- 1. From the agreement are excluded the consequences of events:
- a. which are directly or indirectly related to or caused by war and / or civil war. In the event of war and / or civil war on the spot and at the time of the event, La Vallée Verte will not be obliged to pay compensation, unless the person entitled to the compensation proves that the damage is not related to this;
- b. which are directly or indirectly related to or caused by the contractor's participation in or knowingly and willingly attending hi-jacking, strike, revolt, uprising or terrorist act;
- c. caused by, occurring with or arising from nuclear reactions and / or terrorist acts, regardless of how and where the reaction / act originated.
- 2. If the agreement is not concluded within 7 working days after the booking date of the rent, the consequences of events that are related to diseases and / or deviations that existed before the date of issue of the agreement or caused complaints are excluded. This exclusion does not apply if, due to the diseases and / or abnormalities mentioned, no (para-) medical treatment, research or use of medicines has taken place in the last 3 months before the date of issue of the agreement.
- 3. No entitlement to reimbursement exists:
- a. if the contractor or the party involved in the reimbursement is negligent in the fulfillment of any obligation under this agreement;
- b. if the Contractor or the person involved in the reimbursement have misrepresented or made an untrue statement;
- c. if it is not claimed within a year after it has become due and payable.

### **Article 7 ADDRESS**

Notifications by La Vallée Verte to the contracting party are legally valid at the last address known to La Vallée Verte or to the address of the person through whose mediation this agreement has been concluded.

# **Article 8 EXPIRATION PERIOD**

If La Vallée Verte has made a definitive position with respect to a claim by the contractor or interested party, either by rejection or by (an offer to) payment by way of final settlement, then expires within 6 months from the day on which La Vallée Verte sent the letter expressing this final position, any right towards La Vallée Verte in respect of the event on which the claim was based.

#### **Article 9 DISPUTES**

Disputes arising from this agreement will be subject to the judgment of the competent court in Arnhem (The Netherlands). Dutch law is exclusively applicable to this agreement.