

Terms and conditions | Casa Rento B.V.

ARTICLE 1. | DEFINITIONS

In these terms and conditions, the following terms, always capitalised, are used in the meaning defined below.

1. Casa Rento: the private limited liability company Casa Rento B.V., the user of these terms and conditions, established on Galvanistraat 7, 6716 AE in Ede, listed in the Trade Register under Chamber of Commerce number 95366679.
2. User: any legal person or natural person acting for purposes falling within his professional or business activity, who has concluded or intends to conclude a User Agreement with Casa Rento.
3. Parties: Casa Rento and the User jointly.
4. Provider: any User who makes use of the Platform in the capacity of (potential) lessor or seller of an Accommodation.
5. Purchaser: any User who makes use of the Platform in the capacity of (potential) lessee or buyer of an Accommodation.
6. User Agreement: the agreement between Parties in the context of which the User has the right to make use of the functionalities of the Platform offered to him.
7. Platform: www.casarento.com or a comparable platform with a different extension on which Accommodations are offered by Providers.
8. Offer: any proposal of Providers directed at the Purchaser by way of the Platform regarding an Accommodation.
9. Accommodation: a holiday home, holiday villa, holiday apartment, holiday chalet, B&B location, holiday guesthouse, or other type of accommodation offered by a Provider on the Platform.
10. in Writing: written communication, communication by e-mail or any other manner of communication that, considering the state of the art and commonly held opinion, can be equated thereto.

ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions apply to each visit and any use of the Platform by the User. This applies as from the moment that the User has been expressly made aware of the applicability of these terms and conditions, whereby an option was offered to easily take cognisance of these terms and conditions.
2. These terms and conditions do not apply to the legal relationship between Purchasers and Providers. Casa Rento is not a party to the Offer and to rental or purchase agreements. The relevant Provider is responsible and liable for the Offer and the (quality of) Accommodations.
3. From what is established in these terms and conditions can only be derogated from expressly and in Writing. If and to the extent what is established in these terms and conditions deviates from what Parties have agreed expressly and in Writing, what Parties have established expressly and in Writing applies.
4. The annulment or voidness of one or more of the provisions from these terms and conditions or the User Agreement as such leaves unaffected the validity of the remaining provisions. In such case as may occur, Parties are obliged to enter into mutual consultations so as to make a substitute arrangement with respect to the impaired clause. The purpose and tenor of the original provision is thereby observed as much as possible.

ARTICLE 3. | ADOPTION OF THE USER AGREEMENT AND REGISTRATIE

1. As from the moment that the User has been expressly made aware of the applicability of these terms and conditions, whereby an option was offered to easily take cognisance of these terms and conditions, it applies that a User Agreement is adopted between Parties.
2. Purchasers make use of the Platform free of charges and are not required to register on the Platform. They may register on the Platform, however, for example to save favourite Accommodations.
3. Providers must register on the Platform to be able to offer Accommodations. Providers owe a fee to Casa Rento for this. The payment obligation for Providers consists of an annually or monthly repeating charge. In addition, the Provider can purchase credits to make use of extra functionalities of the Platform, such as the display of the Offer as a top listing, last-minute offer, and a mention in newsletters and/or on social media channels.
4. Registration on the Platform is exclusively possible for Accommodations located within the European Union (EU). Accommodations located outside the EU cannot be posted on the Platform. Casa Rento reserves itself the right to review this policy in the future. Providers residing or established outside the EU but who possess real estate within the EU are able, however, to offer an Accommodation on the Platform. Casa Rento reserves itself the right, without stating grounds, to reject registration requests that do not comply with these conditions.
5. Every offer of Casa Rento to register on the Platform and each offer of Casa Rento to purchase credits is non-committal. Casa Rento is never obliged to enter into such an undertaking with the User and can still revoke its offer, at least until as soon as

possible after registration or the purchase of credits respectively. If in such case payment has already occurred, this sum is refunded to the Provider as soon as possible.

6. The User must provide all information required for (possible) registration on the Platform, as well as all other information subsequently requested on the Platform, completely and truthfully. The User guarantees the correctness and completeness of information provided by him. Casa Rento is never liable for damage occurring because the User has provided incorrect or incomplete information.

ARTICLE 4. | ABOUT THE PLATFORM AND RESPONSIBILITIES OF THOSE CONCERNED

1. Providers make use of the Platform to reveal their Offer to Purchasers. Casa Rento hereby solely performs a facilitating role. The information from the Offer is composed by the relevant Provider for the content of which Casa Rento is neither responsible nor liable. Casa Rento therefore is not liable because in the context of operating the Platform it relies on incorrect or incomplete information offered by Providers.
2. The Providers are responsible and liable for the correct and complete information regarding the Accommodation. The Offer is displayed as accurately and truthfully as possible on the Platform, in accordance with the information provided by the relevant Provider under his account on the Platform, also including any possible pictures.
3. The Purchaser can contact the Provider via the contact form attached to the Offer. Casa Rento is not involved in these communications. On the Platform, the Purchaser can make a booking for an Accommodation for rent by way of a non-committal reservation request via the calendar function. Whether the booking becomes definitive effectively and whether, and if so, under what (price) conditions the Accommodation is made available by the Provider to the Purchaser must be arranged between the Purchaser and Provider directly. Casa Rento is not a party to the Offer, the negotiations between Purchasers and Providers, or to rental or purchase agreement between Purchasers and Providers. Casa Rento does not accept any liability in the matter.
4. The User is exclusively responsible and liable vis-a-vis the Provider or Purchaser for the correct implementation of the possible rental or purchase agreement that is adopted between the User and Provider or Purchaser. The User is liable vis-a-vis the Purchaser or Provider respectively for compliance with all his obligations flowing from the rental or purchase agreement. Casa Rento is exclusively involved in rental and purchase agreements as regards the making available of the Platform. For shortcomings of the relevant Provider vis-a-vis the Purchaser and vice versa, Casa Rento does not bear any liability. The User safeguards Casa Rento against all claims of the Provider or Purchaser respectively in the matter.
5. The Provider is independently responsible for the placing of the Offer by way of the login data received for that purpose from Casa Rento. The posting of Accommodations must occur in the manner indicated for the purpose under the account of the Provider.
6. The Provider is obliged to describe and have displayed the Offer in such a manner on the Platform that Purchasers are able to derive a proper impression therefrom. The Provider determines the content of the Offer himself entirely. Casa Rento is not obliged to ascertain whether the information deriving from the Provider as revealed on the Platform is unlawful, incorrect, or misleading. The Provider is liable for this himself and he safeguards Casa Rento against all claims of Purchasers and other third parties in the matter.
7. In case of a rental or purchase agreement that is adopted, the Provider will take care of making available the agreed Accommodation to the Purchaser without any further intervention of Casa Rento. The Purchaser pays what he owes on account of the rental or purchase agreement without any mediation or involvement of Casa Rento.
8. The Provider is fully responsible for complying with all applicable local and national laws and regulations, including, in particular, any registration requirements. The Provider must, where applicable, include a registration number in the Listing. Casa Rento accepts no liability in this respect, and the Provider indemnifies Casa Rento against all claims from third parties in this regard.

ARTICLE 5. | DURATION REGISTRATION PROVIDERS AND THE REMOVAL OF ACCOUNTS

1. If the Provider has registered on the Platform, the monthly or annual payment made by him confers the right of access to his account and to the use of the established functionalities of the Platform, for the duration of one month or one year respectively. When this period expires, a new payment has to be made timely to be able to continue to make use of the account and the established functionalities of the Platform, failing which, the account of the Provider and such Accommodation(s) as may still be on offer on the Platform are removed. In that case, any possible unused credits irrevocably lapse as well. Through expiry of the established term without extension having been expressly agreed, Casa Rento is not under any retention obligation with respect to any stored data of the Provider.
2. In case of a possible extension as referred to in the previous section, Casa Rento may apply different (price) conditions. This applies as well as regards the offer in credits.
3. After the failure to log in on the Platform for a period of 12 months, Casa Rento has the right to remove the possible account of a Purchaser. In that case, Casa Rento is under no retention obligation with respect to any stored data of the Purchaser.

ARTICLE 6. | PAYMENT CONDITIONS

1. Payment by the Provider must occur before the Provider is able to make use of the paid functionalities of the Platform. Credits as well are only made available if full payment for them has been received by Casa Rento.
2. Payments must be made in the manner indicated for the purpose by Casa Rento.
3. Casa Rento has the right to provide invoices to the Provider exclusively through electronic channels.
4. Casa Rento invoices amounts owed, increased by VAT, unless the Provider has provided a valid VAT number to Casa Rento in advance and this is grounds, under circumstances, not to bill VAT. If the Provider does not provide a VAT number, the standard Netherlands VAT rate of 21% is applied to the invoice. It is the responsibility of the Provider to provide correct and current VAT details to Casa Rento. Casa Rento does not accept any liability for any possible consequences of incorrect or missing VAT information. Casa Rento reserves itself the right, if necessary, to request additional information or to apply VAT corrections based on effective fiscal legislation and regulations.

ARTICLE 7. | TERMS of USE

1. It is prohibited to the User to deliberately provide or exchange incorrect, incomplete, or misleading information through the Platform.
2. The User is obliged to keep his possible login information for access to the Platform strictly secret. It is prohibited to the User to make available his possible account on the Platform to a third party. All actions conducted under the account of the User are attributed to the User. If the User suspects abuse of his account on the Platform, the User must immediately inform Casa Rento accordingly and, if possible, change his login information.
3. It is prohibited to the User to upload pictures or other content on the Platform with respect to which he does not possess the rights to do so. The User safeguards Casa Rento against all claims of third parties in the matter. The User therefore guarantees that all information he adds to the Platform or exchanges via the Platform does not infringe on (intellectual property) rights of third parties or any legal requirement. If Casa Rento has legitimate grounds to assume that the User infringes on the rights of third parties, Casa Rento has the right to provide the name, (IP) address, and other identifying information of the User to the relevant third party.
4. It is prohibited to the User to breach, remove, or bypass any safeguard in the software of the Platform.
5. It is prohibited to the User to use devices or software which may disrupt or excessively load the normal functioning of the Platform, such as the distributing of viruses, worms, etcetera, as well as to deploy own scripts or programs for the up- or downloading of large quantities of data.
6. It is prohibited to the User to upload on or exchange threatening, racist, intimidating, or other indecent expressions on or via the Platform.
7. Casa Rento is authorised at all times to conduct all actions that may be conducive to the detection or prevention of suspected abuse of the Platform, including in any case the violation of what is established in the previous sections of this article. Regarding abuse, other Users of the Platform can submit a complaint to Casa Rento. In case Casa Rento deems a complaint legitimate, Casa Rento reserves itself the right as referred to in article 8. In addition, Casa Rento has the right at all times to file a police report for identified criminal offences committed by the User and in that context to provide the name, (IP) address, and other identifying information of the User to the police.
8. For any possible damage incurred by Casa Rento as a consequence of the violation by the User of what is established in these terms and conditions, the User is liable.

ARTICLE 8. | SUSPENSION AND RESCISSION OF THE USER AGREEMENT

1. Casa Rento is authorised, unless the circumstances of the case do not reasonably justify this, to suspend the implementation of the User Agreement or to rescind the User Agreement completely or in part with immediate effect, if the User does not, does not timely, or does not fully comply with his obligations from the User Agreement (thus also including what is established in these terms and conditions).
2. If the User is in a state of bankruptcy, has applied for (provisional) suspension of payments, any attachment has been levied on his assets, or in cases in which the User is unable otherwise to freely dispose of his assets, Casa Rento has the right to rescind the User Agreement completely or in part with immediate effect.
3. Casa Rento furthermore has the right to rescind the User Agreement completely or in part with immediate effect if circumstances occur as a result of which further compliance with the User Agreement by Casa Rento cannot reasonably be demanded of Casa Rento.
4. The User is never entitled to any form of compensation of damages in connection with the right of suspension or rescission exercised by Casa Rento on grounds of this article.

ARTICLE 9. | LIABILITY OF VAN CASA RENTO AND INDEMNIFICATION

1. The Provider guarantees that he is fully entitled to issue the Offer under his name and that he thereby does not violate any third-party rights. The Provider indemnifies Casa Rento for all third-party claims in the matter.

2. Providers determine the content of their Offer on the Platform. Casa Rento is not obliged to ascertain whether the information deriving from Providers as revealed on the Platform is unlawful, incorrect, or misleading. Casa Rento therefore does not accept any liability in the matter.
3. Casa Rento has the right at all times, if it deems to have legitimate reasons for doing so, to remove the Offer placed by the Provider by way of the Platform without Casa Rento being liable in any manner vis-a-vis the Provider or third parties as a result of such removal. Considered legitimate reasons is, among other things, the circumstance that the Offer is in conflict with the law or the usual offer on the Platform.
4. Casa Rento does not guarantee vis-a-vis the Provider that and to what extent Accommodations of the Provider are rented out or sold through the Platform. Casa Rento solely commits itself to a best-effort undertaking in the matter.
5. Casa Rento does not bar any liability for damage occurring as a result of a circumstance that cannot be attributed to it pursuant to the law, a legal transaction, or commonly held opinion (force majeure).
6. Casa Rento is not liable for damage as a result of unauthorised use of any possible login data of the User for access to the Platform.
7. Casa Rento exerts itself to optimise the correct functioning and the availability of the Platform. Casa Rento cannot guarantee, however, that the facilities on the Platform are available without limitation and that all facilities on the Platform always function without issue. Any liability of Casa Rento in the matter is excluded.
8. Casa Rento is authorised at all times to (let) deactivate the Platform or components thereof temporarily if this is advisable in its opinion with respect to maintenance, modification, or improvement of the Platform or the servers of Casa Rento or third parties on which the functioning of the Platform depends. Any liability of Casa Rento as a consequence of the inaccessibility of the Platform or components thereof is excluded.
9. Casa Rento exerts itself reasonably to secure the Platform and its systems against any form of unlawful use by third parties. Casa Rento is never liable, however, for the violation of (intellectual property) rights of the User by third parties.
10. Casa Rento offers the User a translation module, whereby use is made of automated translation technology. Casa Rento exerts itself to offer a functional and usable translation option, but does not guarantee the correctness, completeness, or suitability of the translated texts. The User remains responsible himself for the control and correctness of the translations generated by the translation module. Casa Rento does not accept any liability for errors, inaccuracies, or misunderstandings flowing from the use of the translation module. Use of the translation module is at the own risk of the User. Casa Rento is not liable for damage, direct or indirect, flowing from incorrect or incomplete translations.
11. To the extent, despite what is established in these terms and conditions, any liability were to lie with Casa Rento, such liability vis-a-vis the Provider, on any account whatsoever, is always limited per event (whereby a related series of events is considered as a single event) to the fees effectively billed by Casa Rento to the Provider over the last 12 months before the occurrence of the damage-causing event for the use of the Platform.
12. Casa Rento in any case is never liable for lost profit, damage as a consequence of operational stagnation, other consequential damage, loss of data, and immaterial damage related to the use of the Platform and the implementation of the User Agreement by Casa Rento otherwise.
13. Condition for the occurrence of any right to compensation of damages is that the Provider immediately after the occurrence or the (possibility of) discovery of the damage informs Casa Rento accordingly in Writing. Any claim for compensation of damages lapses if the Provider does not file complaint with Casa Rento within a reasonable term, which term expires in any event after 12 months after the claim arising.
14. The User safeguards Casa Rento against any possible claims by third parties, including those of other Users of the Platform in particular, which incur damage in the context of the implementation of the User Agreement and the cause of which cannot be attributed to Casa Rento. If Casa Rento were to be addressed on such account by third parties, the User is obliged to assist Casa Rento both extrajudicially and judicially and to do everything without delay that may reasonably be expected of him in such case. Were the User to be negligent with the taking of adequate measures, Casa Rento will have the right, without any default notice, to proceed to do so itself. All costs and damage occurring on the part of Casa Rento and third parties as a result are at the integral expense and risk of the User.

ARTICLE 10. | COMPLAINTS

1. Because Casa Rento is not liable for the Offer, the implementation of the possible rental or purchase agreement by the Provider and Purchaser, and the circumstance that the Accommodation corresponds with that agreement, the User must address any possible complaints concerning directly, and thus without the mediation of Casa Rento, to the Provider or Purchaser respectively. In case of disputes in the matter, Casa Rento cannot be involved and Casa Rento does not accept any liability.
2. Complaints of the User about Casa Rento, must be addressed by the User in Writing, including a full and clear description, to Casa Rento within a reasonable period after the User has discovered the grounds on which the complaint is based.

3. Complaints about Casa Rento submitted to Casa Rento are answered within a seven-day term after receipt. If a complaint requires a longer processing time, within the seven-day term a confirmation of receipt is forwarded and an indication of when the User may expect a more elaborate answer.

ARTICLE 11. | INTELLECTUAL PROPERTY

1. All copyrights and other rights of intellectual property to the Platform and the components thereof, also including the software, design, and functioning of the Platform and imagery shown through the Platform lie with Casa Rento or its licensors (which may include other users of the Platform), unless it regards content deriving from the User himself. Without the prior Written permission of Casa Rento or the relevant licensor respectively it is prohibited to multiple, in any manner reproduce, distribute, exploit, or create derived works of the material subject to the rights of Casa Rento or the licensor respectively.
2. In case of a violation attributable to the User of what is established in the previous section, Casa Rento or the licensor respectively reserve themselves all the rights falling to them pursuant to the law, also including the right to compensation of damages that they can reasonably determine and the immediate undoing of the violation.

ARTICLE 12. | FINAL PROVISIONS

1. The User Agreement and all legal relationships flowing therefrom between Parties are exclusively subject to Netherlands Law.
2. Before making a possible appeal to the court of law, Parties are obliged to exert themselves optimally to settle the dispute in mutual consultation.
3. Exclusively the competent court of law within the District of Gelderland is designated in the first instance to hear any possible judicial disputes between Parties, without prejudice to the right of Casa Rento to designate a different court which is competent according to the law.
4. If these terms and conditions are available in multiple languages, the Dutch version of the underlying conditions is always decisive for the interpretation of the provisions stipulated therein.