

## Terms and Conditions

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We strongly recommend you to carefully read the 'small print' as stated below. For both you as our client as well as for ourselves at HappyHome the rights and obligations are explained. As a booking is made by a client through HappyHome, he or she agrees to the terms and conditions as mentioned below.

### 1. Booking

1.1 Bookings are made by telephone or through our web site on the internet. Either way, both are binding agreements between HappyHome and the client. The booking terms and conditions become effective as soon as a booking is made. The client is jointly and severally liable for the fulfillment of all obligations, for himself and all members of his/her party, resulting from the booking agreement.

### 2. Booking and payment

2.1 We will charge you € 25 per booking. In case a combination of two or more destinations in consecutive weeks is booked a single € 25 booking surcharge will be effected.

2.2 The client will receive a booking confirmation for each reservation made with HappyHome.

2.3 A down payment of 30% of the total rental fee, as well as the premium for the trip cancellation insurance (if applicable) is to be made to HappyHome by the client. The remaining 70% of the rent plus the travel insurance premium (if applicable) will have to be paid before the start of the 8-week period before the start of the rental period. When booking within the 8-week period before the start of the rental period, payment in full is required at once. The premium for the trip cancellation insurance (if applicable) is to be made to HappyHome within 14 days after the booking is made.

2.4 In addition, when booking within the 8-week period before the start of the rental period, the payment in full has to be made by telephone banking or through an urgent money transfer order through internet banking. It is also possible to pay cash at our office during business hours. Our office is located in Alkmaar, The Netherlands. (no ATM machine available, nor credit card facilities).

2.5 In case of non- or delayed payments, HappyHome is authorized to cancel your reservation. The cancellation policies (as mentioned in article 5) will apply.

### 3. Time for reflection

3.1 Cancellation of your booking is possible within 7 days after the booking is made (cooling-off period), except for bookings made within the 8 week period before arrival. Notification of a cancellation needs to be communicated with HappyHome by telephone or E-mail. Once a client registers a cancellation within the 7-day period, he or she will only be charged €25,00 administration costs, which is to be transferred to our account without delay.

3.2 Regarding cancellations registered after the 7-day period, the cancellation policies (as mentioned in article 5) will remain fully applicable.

### 4. Cancellation by client

4.1 HappyHome is to be notified of a cancellation by telephone or E-mail. Directly after receiving your cancellation, HappyHome will send an cancellation confirmation including an invoice.

4.2 In case of a cancellation made within the 7-day period after the booking, article 4 remains fully applicable.

4.3 In case of a cancellation after the 7-day period has expired, but before the 8-week period before the start of the rental period has begun, the client will be charged 30% of the rent(including the premium for the trip cancellation insurance).

4.4 In case of a cancellation within 8 weeks before the start of the rental period the client will be charged the full invoiced amount, minus the premium for the travel insurance (if applicable).

4.5 Previously paid fees will be taken into account, rest payments or refunds are settled according to the cancellation terms and cancellation invoice.

4.6 Cancellations for which the trip cancellation insurance apply, will be treated according to the policies of the insurance company.

4.7 Cancelled reservations cannot be transferred to third parties.

### 5. Cancellation by Happy Home

5.1 In case circumstances require HappyHome to rescind a reservation, HappyHome will immediately notify the client and, if possible, offer an alternative. If the client does not accept the alternative, or no alternative can be offered, Happy Home will immediately refund the fees already paid. No other rights than the refund of the rental fees can be claimed by the client.

5.2 HappyHome reserves the right to cancel a booking on behalf of the owner/landlord in cases where the ages or composition of the group causes concerns to the owner/landlord. The owner/landlord is free to, in such cases, demand an increased amount for deposit or implement special rules an regulations.

### 6. Changes made by the client

6.1 Clients are allowed to change their booking to another accommodation (within the HappyHome offer) or change the rental period before the start of the 8-week period before the start of the originally reserved rental period. The administration cost for an alteration is €25,00. Any changes requested within the 8-week period before the start of the rental period will be considered a cancellation, cancellation conditions apply (see under 4).

### 7. Liability of the client

7.1 During a stay in an accommodation, clients are fully liable for damages to the rented accommodation, the interior and all the items belonging to the accommodation. All damages, caused by you and/or your travel companions and/or your or you travel companions pets are to be fully reimbursed on the spot by the client to the landlord/owner of the accommodation. The client is fully liable for any additional costs charged (electricity etc.). HappyHome is entitled to hold the client liable in case the caused damage is not or not properly settled by the client on the spot. All related (collection) costs are to be paid for in full by the client as named in the booking confirmation.

7.2 Any house rules and regulations as presented and/or provided by the owner/landlord at the property are inextricably part of the lease and should therefore be strictly adhered to.

7.3 The Number of persons listed in the holiday home description are the maximum allowed number of persons. Babies are also counted as persons. Occupation with more than the mentioned number of persons is not permitted, the owner has the right to refuse access to the house when a party consists of more than the maximum number of persons allowed. In case a client wants to invite friends to the rented accommodation during his/her stay, it is subject to approval of the owner or key manager of the holiday accommodation, or contact HappyHome beforehand.

7.4 The number and kind of pets listed in the holiday home description are the maximum allowed number of pets.

## 8. Happy Home Liability

8.1 HappyHome accepts no liability for loss, theft, damage or injury of any kind caused to or by guests of holiday homes contracted by Happy Home.

8.2 Mistakes or errors in the descriptions and prices of the accommodations offered by HappyHome are not binding. For interim changes in information, pricing or typographical errors HappyHome cannot be held responsible.

8.3 The (price) information as published on the HappyHome website is leading.

8.4 HappyHome accepts no liability for damage caused by natural disasters and the like (i.e. nuclear disasters, attacks, strikes, violence, coming in contact with an aircraft or parts of it etc.).

8.5 HappyHome is not liable for the availability and opening hours of any of the mentioned sports facilities, swimming pools, restaurants and shops in the accommodations' descriptions. HappyHome accepts no liability for facilities that are, for whatever reason, not accessible during your holiday. In many cases restaurants, supermarkets or a bar on a camping is operated under concession. HappyHome has no influence whatsoever regarding opening hours and such. Use of the facilities is at your own risk. Mentioned facilities and activities are not naturally free of charge, open all day or the whole year around. Because of circumstances facilities can be closed or temporarily unavailable. Clients are not entitled to any refunds for this by HappyHome.

8.6 Preferences should be mentioned simultaneously with the reservation. For example: a request of two adjacent chalets or the accommodation to be close to the swimming pool. Preferences will be communicated with the accommodation supplier but cannot be guaranteed and cannot be used as claimed.

8.7 In the event of construction or other noise polluting activities temporarily occurring in the surrounding neighborhood of the accommodation, HappyHome cannot be held liable. We do not have the power to shut down or prevent such activities to take place.

8.8 HappyHome will not provide representation on the spot. HappyHome can be reached by telephone 24 hours a day, 7 days a week, in case of questions or other..

8.9 On all bookings and subsequent agreements the Dutch law is applicable. All disputes concerning an agreement will be settled by the Court-of-law in Alkmaar.

## 9. Complaints

9.1 Despite our concerns regarding quality it is possible that a client has a complaint. This complaint should be dealt with on the spot with the owner or his representative. In severe cases, or in case the complaint is not satisfactory resolved on the spot, the client should contact HappyHome from the holiday accommodation. We usually come up with a reasonable and acceptable solution for the problem, so you, the client, are able to continue and enjoy your vacation.

9.2 In case the complaint, after contacting HappyHome, is still not resolved to your satisfaction, you will be asked to send a letter (or E-mail) of complaint to HappyHome within 2 weeks after the termination of the rental period, describing the circumstances. Complaints submitted after the 2-week period will not be accepted and alleged claims will expire.

9.3 In case the client moves from the originally booked accommodation to one not offered by Happy Home, or leaves the originally booked accommodation without consulting and receiving consent by HappyHome beforehand, all rights for compensation or reimbursement will be negated.

9.4 HappyHome liability stretches no further than to the rental fee paid for the accommodation.

## 10. On the spot

10.1 In general the rental periods as proposed by HappyHome run from Saturday to Saturday, unless stated otherwise in the description of the house or the pricelist. Upon the day of arrival, arrival time is set to be between 15:00 and 18:00. Checking out on departure day is set to be before 10:00. Please consult the information given for any possible difference regarding the above. In consultation with the owner other times are possible. If a client thinks to arrive later, please make good arrangements with the owner or his representative. HappyHome is not present on site.

10.2 The additional charges, like electricity and cleaning fees, which are to be settled on the spot, are mentioned in the description of the accommodation. As some additional charges (i.e. electricity and tourist tax) are regularly changing, they are not specifically mentioned in the house description. Clients have to take into account these tourist taxes are payable on the spot. We do advise you to check and write down meter readings together with the owner/landlord upon arrival as well as departure.

10.3 Upon arrival at the holiday accommodation, clients are often obligated to pay a deposit. This deposit will, in most cases, be returned upon departure, or when the owner or his representative is unable to control the inventory at that time, it will be transferred by bank account, possibly including a deduction of cleaning costs, electricity charges and costs resulting in damage. The delayed return of deposits is mainly concerning bookings made for Belgian accommodations. It is important carry your IBAN and Swift/Bic code details, in case the owner or manager of the holiday accommodation needs this information. The amount of the deposit is stated on your reservation confirmation. HappyHome is not responsible for the refund of the deposit.

10.4 Oftentimes renting bed linen and children's furniture is made possible on the spot. These are mentioned in the accommodation's description. In case you wish to rent these items, please mention it on your reservation form. Clients should always bring their own tea-towels, towels and bed linen for a children's bed, unless stated otherwise.

10.5 Clients are required to take care of daily cleaning of the holiday accommodation. We urge clients to also take good care of the cleanup at the end of their stay. After all, you would not like to come home to a poorly cleaned house yourself. If the owner considers the final cleaning is done unsatisfactorily, you risk to be charged for (extra) cleaning costs. Some holiday accommodations oblige to have the final cleaning to be organized by the owner, for an extra fee, some accommodation owners leave you the choice. This is also mentioned in the accommodation's description. Agreements about the payments regarding cleaning etc. can at best be made upon arrival in your holiday accommodation.