

Terms and Conditions

Holiday rental via ItalyHoliday.nl

Version 1.0 — 19 june 2026

This is an English translation of the Dutch terms and conditions provided for the convenience of the Renter. In the event of any discrepancy between the Dutch and English versions, the Dutch version prevails.

Article 1 — Definitions

In these terms and conditions the following definitions apply:

- 1.1 Landlord: R. (Ruben) de Vries, acting in a private capacity, residing at Blokmakersweg 12, 1786 RC, Den Helder, The Netherlands, reachable at info@italyholiday.nl and through the website www.italyholiday.nl.
- 1.2 Renter: the natural person who, not acting in the course of a profession or business, makes a booking for a holiday home.
- 1.3 Holiday home: the property situated in Italy offered by the Landlord for short-term recreational stays.
- 1.4 Booking: the agreement for the rental of a Holiday home for a defined period.
- 1.5 Co-renters: all persons staying in the Holiday home together with the Renter.

Article 2 — Applicability

- 2.1 These terms and conditions apply to every offer made by and to every Booking with the Landlord.
- 2.2 Deviations from these terms and conditions are valid only if confirmed in writing by the Landlord.
- 2.3 If any provision of these terms and conditions is void or is annulled, the remaining provisions remain in full force. The Landlord and the Renter shall consult in order to replace the void or annulled provision with a valid provision that approximates its purport as closely as possible.

Article 3 — Formation and nature of the Booking

- 3.1 In response to the Renter's reservation request, the Landlord makes a written offer to the Renter (including by e-mail), enclosing these terms and conditions. The Booking is formed at the moment the Renter accepts this offer by timely and full payment of the rental amount; by making this payment the Renter also accepts these terms and conditions.
- 3.2 The Renter is jointly and severally liable for the performance of all obligations arising from the Booking, also on behalf of the Co-renters.
- 3.3 The Holiday home is rented out solely for short-term recreational use. Subletting or use for other purposes is not permitted without the prior written consent of the Landlord.
- 3.4 The maximum number of persons stated in the confirmation may not be exceeded, unless the Landlord has agreed otherwise in writing in advance.

Article 4 — Prices and payment

- 4.1 The prices stated on the website are in euros and apply per rental period, unless indicated otherwise.
- 4.2 The full rental amount must be paid in acceptance of the offer, in the manner indicated by the Landlord. The Booking is definitive as soon as the payment has been received by the Landlord.
- 4.3 Any locally payable levies, such as the Italian tourist tax (imposta di soggiorno), are for the account of the Renter and are paid on site where applicable.

Article 5 — Cancellation by the Renter

- 5.1 Cancellation by the Renter must be made in writing. The Renter is strongly advised to take out cancellation and travel insurance.
- 5.2 In the event of cancellation, the Renter owes the following amount: for cancellation up to 60 days before the arrival date, 30% of the rental amount; for cancellation from 60 to 30 days before arrival, 60%; for cancellation within 30 days before arrival or in the event of a no-show, 100% of the rental amount.
- 5.3 Amounts already paid that are not owed under the preceding paragraph are refunded within fourteen days of the cancellation.

Article 6 — Cancellation or amendment by the Landlord

- 6.1 If, before or during the stay, circumstances arise that make performance of the Booking reasonably impossible (including force majeure as referred to in Article 11), the Landlord is entitled to cancel the Booking or to offer an equivalent alternative.
- 6.2 In the event of cancellation by the Landlord, the rental amount already paid is refunded. The Renter cannot claim any further compensation in this respect, except in the event of intent or deliberate recklessness on the part of the Landlord.

Article 7 — Obligations of the Renter

- 7.1 The Renter and the Co-renters must use the Holiday home, its contents and its immediate surroundings as a careful tenant and must conduct themselves in accordance with the applicable house rules and statutory regulations.
- 7.2 The Renter is obliged to comply with the statutory obligations applicable to the rental of tourist accommodation in Italy, including the provision of the identity data required for the mandatory guest registration.
- 7.3 It is not permitted to allow more persons to stay in the Holiday home than agreed, nor to bring pets, to smoke, or to organise parties or events, unless the Landlord has granted prior written consent.
- 7.4 The Renter must report any damage and defects to the Landlord without delay.

Article 8 — Liability of the Renter

- 8.1 The Renter is liable for all damage to the Holiday home, its contents and its surroundings arising during the stay through the act or omission of the Renter or the Co-renters, irrespective of whether this results from conduct in breach of these terms and conditions.
- 8.2 The Renter indemnifies the Landlord against claims by Co-renters and third parties relating to the stay in or the use of the Holiday home.

Article 9 — Liability of the Landlord

- 9.1 The Landlord is not liable for damage suffered by the Renter or the Co-renters in connection with the stay in or the use of the Holiday home, its contents, its facilities (including any swimming pool, stairs, terraces and appliances) or its surroundings, except insofar as such damage results from intent or deliberate recklessness on the part of the Landlord.
- 9.2 The exclusion of liability does not apply to damage caused by death or personal injury attributable to the Landlord; in that case statutory liability applies.
- 9.3 The Landlord is in no event liable for indirect damage, including consequential loss, loss of enjoyment of the holiday, missed holiday days and non-material damage.
- 9.4 Insofar as the Landlord is liable despite the foregoing, such liability is limited to at most the rental amount paid for the Booking concerned.

- 9.1 The Landlord is not liable for the accuracy of information provided by third parties, for interruptions in utilities such as water, gas and electricity, or for nuisance caused by third parties, weather conditions, construction activities or natural conditions in the surroundings.
- 9.2 The Landlord is not liable for the loss, theft or damage of property of the Renter or the Co-renters.

Article 10 — Insurance

- 10.1 The Renter is obliged to take out adequate travel and liability insurance. The Landlord also advises taking out cancellation insurance.

Article 11 — Force majeure

- 11.1 Force majeure means any circumstance beyond the will and control of the Landlord that wholly or partially prevents performance of the Booking, including natural disasters, fire, flooding, war, terrorism, epidemics, pandemics, governmental measures and the failure of utilities.
- 11.2 In the event of force majeure, the Landlord is not obliged to compensate any damage thereby incurred by the Renter.

Article 12 — Complaints

- 12.1 Complaints about the Holiday home must be reported to the Landlord on site and without delay, so that the Landlord is given the opportunity to seek an appropriate solution.
- 12.2 If a complaint is not resolved satisfactorily on site, the Renter must submit it to the Landlord in writing and with reasons within fourteen days after the end of the stay.

Article 13 — Personal data

- 13.1 The Landlord processes the Renter's personal data solely in accordance with the General Data Protection Regulation (GDPR) and the privacy statement published on the website.

Article 14 — Governing law and disputes

- 14.1 These terms and conditions and every Booking are governed by Dutch law. Insofar as the mandatory law of the country in which the Renter has his habitual residence provides more extensive protection, that protection continues to apply in full. Provisions of Italian law that are of a mandatory nature in respect of the rental of the Holiday home situated in Italy likewise continue to apply.
- 14.2 Disputes are submitted to the competent court in the district of the Renter's place of residence, insofar as the law does not mandatorily designate another court.
- 14.3 A Renter who is a consumer may also submit a dispute through the European Online Dispute Resolution (ODR) platform of the European Commission.