**BY REGISTERED MAIL**

Airbnb Ireland UC, private unlimited company
The Watermarque Building, South Lotts Road
Ringsend, Dublin 4
Ireland

**{Uw woonplaats}, {Datum van vandaag}**

**Re: Notice of default–** Service fee wrongly paid under Dutch law

Dear Sir / Madam,

On the basis of the dwelling(s) with the references listed below, advertised on your website, I have made a payment with the purpose of renting the dwelling(s). Subsequently, in connection with this payment, a lease agreement has been concluded with regard to this dwelling / these dwelling. This agreement meets the criteria laid down in Article 201 of Book 7 of the Dutch Civil Code.

|  |  |  |  |
| --- | --- | --- | --- |
| Date of booking | Reference | Total costs | Service fee |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |
| {Datum maken boeking} | {Boekingscode} | {Totale kosten} | {Servicekosten} |

For your mediation with regard to the above dwelling(s), you have charged a fee of EUR {Totaal bedrag aan servicekosten} to me. You thereby meet the conditions set out in Article 425 of Book 7 the Dutch Civil Code. In light of the provisions of Article 427 of Book 7 of the Dutch Civil Code, Article 417 paragraph 4 of Book 7 of the Dutch Civil Code applies, as a result of which you, as an intermediary, are not entitled to compensation.

After all, on the basis of the aforementioned articles, an intermediary who works on behalf of both the lessor and the lessee may not charge a fee to the lessee (being a natural person) for intermediation in the conclusion of a lease agreement for a dwelling, whether or not separate. Such a fee is payable by the lessor only. The intermediary fee has therefore been wrongly charged.

The assertion that you have provided intermediation is supported by your active involvement, namely:

* You provide lessors with the opportunity to offer the dwelling for rent in a way that is determined by you.
* You draw up a limited selection of all dwellings that meet the search query of the potential lessee and you only show that selection.
* You determine the final price for which a dwelling is offered for rent.
* You have made it impossible for both the lessee and the lessor to conclude a lease agreement without your intermediation.
* You ultimately perform the service of payment to the lessor.

It is clear from the above that you perform activities that influence the conclusion of a lease agreement.

Insofar as required, I hereby nullify the intermediation agreement / the intermediation clause on the basis of which the intermediation fee has been paid.

As of today, {Datum van vandaag}, I have a total claim of EUR {Totaal bedrag aan servicekosten} against you. The outstanding claim can be specified as follows:

|  |  |
| --- | --- |
| Reference  | Amount |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |
| {Vul hier de boekingscode in} | {Servicekosten} |

If necessary, I will take legal action against you.

Before doing so, I request, and to the extent necessary I summon you, to ensure that the amount of EUR {Totaal bedrag aan servicekosten} payable by you be credited to the following account **within fourteen days** of the date of this letter:

Account number: {Uw bank gegevens}

Bank: {Naam bank}

Bic: {Bic bank}

Name details:

Specification: “Service fee {Uw achternaam}”

In the event of failure to pay in time, a claim will also be made for compensation of the statutory interest that has become due and the extrajudicial collection costs incurred, amounting to 15%. Furthermore, in that case I consider myself free to take you to court without any further notice. Of course I hope that you will not let it come to that and that you will pay the outstanding claim in time.

Yours sincerely,

{Uw naam}

**{Datum van vandaag}**