

Terms & Conditions Holiday Accommodations

Article 1: Definitions

For the purposes of these terms and conditions, the following definitions apply:

- a. holiday accommodation: the total or part of buildings, inventory and items rented with it;
- b. entrepreneur: the company that makes the holiday accommodation available to the holiday-maker;
- c. holiday-maker: the person who enters into the agreement with the entrepreneur regarding the holiday accommodation;
- d. co-holiday-maker: the fellow travellers of the holiday-maker;
- e. third party: any other person, not being the holiday-maker or co-holiday-maker;
- f. agreed price: the fee paid for the use of the holiday accommodation;
- g. costs: all costs for the entrepreneur related to the exercise of the holiday accommodation;
- h. information: written or electronically provided information about the use of the holiday accommodation, the facilities and the rules regarding the stay;
- i. Cancellation: the written termination of the agreement by the holiday-maker before the commencement date of the stay.
- j. a dispute: if a complaint submitted to the entrepreneur by the holiday-maker has not been resolved to the satisfaction of the parties.

Article 2: Content of the agreement

1. For recreational purposes, i.e. not for permanent residence, the entrepreneur makes available to the holiday-maker a holiday accommodation for the agreed period and the agreed price.
2. The entrepreneur is obliged to provide the holiday-maker with the written information on the basis of which this agreement is also concluded. The entrepreneur shall always notify the holiday-maker in writing in good time.
3. If the information deviates drastically from the information provided at the time of entering into the agreement, the holiday-maker has the right to cancel the agreement without costs.
4. The holiday-maker has the obligation to comply with the agreement and the rules in the accompanying information. He ensures that the fellow holidaymakers and/or third parties who visit him and/or stay with him comply with the agreement and the rules in the accompanying information.

Article 3: Duration and expiry of the agreement

The agreement terminates by operation of law after the expiry of the agreed period, without any notice being required.

Article 4: Price and price change

1. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.
2. If, after the agreed price has been determined, additional costs arise as a result of a change in charges and/or levies, which directly relate to the holiday accommodation or the holiday-maker and/or the co-holiday-makers, these can be passed on to the holiday-maker, even after the conclusion of the agreement.

Article 5: Payment

1. The holiday-maker must make the payments in euros, unless otherwise agreed, with due observance of the agreed payment terms.
2. If, despite the prior written reminder, the holiday-maker does not or does not properly comply with his payment obligation within a period of two weeks after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right to full payment of the agreed price.
3. If the entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the holiday-maker access to the holiday accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price.
4. The extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, will be borne by the holiday-maker. If the total amount is not paid on time, the statutory interest rate will be charged on the outstanding amount after a written demand.

Article 6: Cancellation

1. In case of cancellation, the holiday-maker pays a compensation to the entrepreneur. This amounts to:
 - in case of cancellation more than three months before the commencement date, 15% of the agreed price;
 - in case of cancellation within three to two months before the commencement date, 50% of the agreed price;
 - in case of cancellation within two to one month before the commencement date, 75% of the agreed price;
 - in case of cancellation within one month before the commencement date, 90% of the agreed price;
 - In case of cancellation on or after the day of the commencement date, 100% of the agreed price.
2. The fee will be refunded proportionately, after deduction of administration costs, if the place is reserved by a third party on the recommendation of the holiday-maker and with the written consent of the entrepreneur, for the same period or part thereof.

Article 7: Use by third parties

1. Use of the holiday home by third parties is only permitted if the entrepreneur has given written permission for this.
2. The consent given may be subject to conditions, which must then be determined in advance in writing.

Article 8: Early departure of the holiday-maker

The holiday-maker owes the full price for the agreed rate period.

Article 9: Early termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or unlawful act

1. The entrepreneur can terminate the agreement with immediate effect:

- a. If the holiday-maker, the co-holiday-makers and/or third parties do not comply with or do not properly comply with the obligations under the agreement, the rules from the accompanying information and/or the government regulations, despite prior written warning, to such an extent that, according to the standards of reasonableness and fairness, the entrepreneur cannot be expected to continue the agreement;
 - b. If, despite prior written warning, the holiday-maker causes/causes nuisance to the entrepreneur and/or others, or if the holiday-maker and/or fellow holiday-makers spoil/spoil the good atmosphere on, or in the management area of the site;
 - c. If the holiday-makers/or the co-holiday-makers, despite prior written warning, act contrary to the purpose of the site by using the holiday accommodation;
2. If the entrepreneur wishes to terminate and vacate in the early term, he must inform the holiday-maker by means of a letter personally handed over. The written warning may be omitted in urgent cases.
 3. After termination, the holiday-maker must ensure that the holiday accommodation has been vacated and that the holiday-maker or the relevant co-holiday-makers have left the site as soon as possible, but no later than within 4 hours.
 4. In principle, the holiday-maker remains obliged to pay the agreed rate.

Article 10: Laws and regulations

1. The entrepreneur ensures at all times that the holiday accommodation meets all environmental and safety requirements that are (or can be) imposed on the holiday accommodation by the government, both internally and externally.
2. The holiday-maker is obliged to strictly comply with all safety regulations applicable in the holiday accommodation. He is also responsible for ensuring that fellow holidaymakers and/or third parties who visit him and/or stay with him strictly comply with the safety regulations applicable on the site.

Article 11: Maintenance and construction

1. The entrepreneur is obliged to keep the holiday accommodation and the central facilities in a good state of repair.
2. The holiday-maker is obliged to keep the holiday accommodation and the grounds around the holiday accommodation in the same condition as the holiday-maker received it during the term of the agreement.
3. The holiday-maker, fellow holidaymakers and/or third parties are not allowed to dig, cut trees, prune shrubs or carry out any other activity of such a nature on the grounds around the holiday accommodation.

Article 12: Liability

1. The legal liability of the entrepreneur for damage other than personal injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obliged to take out pre-insurance for this.
2. The entrepreneur is not liable for an accident, theft or damage on his premises, unless this is the result of a shortcoming that is attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
4. The entrepreneur is liable for malfunctions in the utilities, unless he can invoke force majeure.
5. The holiday-maker is liable to the entrepreneur for damage caused by the acts or omissions of himself and/or (one of) the co-holidaymakers and/or third parties, insofar as it concerns damage that can be attributed to the holiday-makers/or (one of) the co-holiday-makers.
6. The entrepreneur undertakes to take appropriate measures after the holiday-maker reports the nuisance caused by other holiday-makers.

Article 13: Dispute resolution

1. All disputes relating to the agreement are governed by Dutch law.