

General Terms and Conditions Accommodation

General Terms and Conditions: these terms and conditions that apply to all Agreements concluded for the rental of an Accommodation at the Accommodation Provider between tenant and landlord.

Facilities: all facilities inside or outside the Accommodation and which can be used on the basis of the agreement.

Guests: all persons who fall under the concept of guest and Fellow Holiday Maker and use the accommodation and/or amenities of the accommodation and, as well as visitors to the accommodation.

Co-holiday maker: the persons who are registered by the guest at the time of booking and/or are part of the travel party.

Host: the party with whom the guest enters into an Agreement. This is indicated at the bottom of the cost overview.

Agreement: the agreement for the rental of an Accommodation with the associated general terms and conditions.

Accommodation: the accommodation in which an accommodation is located.

Rules of procedure: the rules that the accommodation provider applies for the accommodation.

Guest: the (legal) person who makes the booking and enters into the Agreement.

Travel sum: the rental price for the Accommodation including any discounts and excluding any additional costs.

Schriftelijk: per brief of email.

Deposit: an amount that can be charged as an advance on any damage / extra cleaning work, which is caused during the stay by (at the hands of) the guest. Any outstanding items can also be deducted from the deposit. The deposit will be refunded within 14 days after departure provided that the account number of the guest is known and no damage as indicated above has been detected.

Website: the website(s) of the Lessor that was used to make the Agreement

Where a definition is formulated in the singular, it also applies to the plural and vice versa.

Applicability of general terms and conditions

These General Terms and Conditions apply to all Agreements between Landlord and guest regarding rental of Accommodations. These conditions are an inseparable part of the Agreement.

Conclusion of agreement and reservation

An agreement for the rental of an accommodation is concluded by offer and acceptance. This agreement can be concluded at the reception of the accommodation but also by reservation.

An agreement can only be entered into by a guest who is 21 years or older. If the guest is younger than 21 years, the host can set additional conditions. If the holidaymakers of the holiday maker are younger than 21 years, the guest must accompany those fellow holidaymakers during the entire stay of those fellow holidaymakers.

Accommodation can be booked both online and by telephone. These two ways of booking are binding for both parties.

Book online:

An agreement is concluded if:

- the guest agrees to these terms and conditions;
- the guest fills in all the mandatory details to be able to make the reservation online and then the make the reservation final in the button "place your booking", and;
- the host has confirmed the reservation to the guest in writing.

Any receipt of a reservation made via the website is confirmed by e-mail to the guest or at the urgent request of the guest by post, which means that the reservation has been received and processed. This makes the reservation binding for the guest.

If the guest has not received a confirmation of receipt by e-mail, something may have gone wrong with the booking and the guest must contact the host, the reservation cannot yet be invoked.

Book by phone:

The guest can also make a reservation by telephone.

With a telephone reservation, an agreement is concluded immediately.

Kostenoverzicht

After checking and processing the reservation made via the website or by telephone, the guest will receive a cost overview from the host by e-mail (or possibly at the request of the guest by post). If this cost overview is not received within 5 days of booking, the guest must contact the host, previously the guest cannot claim the reservation. Any inaccuracies in the cost overview must be communicated to the landlord within 24 hours.

Herroepingsrecht

Reservations made are irrevocably binding on the guest. One right of withdrawal (the so-called cooling-off period) as referred to in the Civil Code does not apply to services relating to the rental of accommodation.

Holiday maker; Guest

- The guest must be at least 21 years of age at the time of booking.
- The guest is liable for all Fellow Holidaymakers who are registered and who give him/her and for all Guests visiting the guest at the Property.
- All correspondence is conducted via the guest's details.

Cancelling or changing the agreement

Cancellation by guest:

It may happen that one has to cancel the holiday, the stay due to unforeseen circumstances. In this case, the guest or his deputy must inform the landlord in writing or by telephone (during office hours). In most cases, a cancellation or change is subject to costs.

After cancellation, the guest will receive a cancellation note from the host. This describes the costs of the cancellation.

In addition to the reservation and any preferential costs due (and any insurance premiums) the (co-)holiday maker owes the following amounts to the lessor:

- 0% of the rental price. Bookings cancelled at least 30 days before the start of the stay will receive a full refund.
- 50% of the rental price. Bookings canceled at least 14 days before the start of the stay will receive a 50% refund.
- 100% of the rental price. Bookings cancelled 7 days before the scheduled arrival date or afterwards will receive a 0% refund.

Cancellation by the landlord

In case of force majeure or unforeseen circumstances, the landlord is entitled to cancel the reservation. Unforeseen circumstances and force majeure include:

- That the Accommodation is no longer suitable for rental (for example: due to flooding, fire or non-performance of the Accommodation Provider).
- That the Accommodation is no longer available (for example due to sudden sale of the Accommodation by the Accommodation Provider, a double-placed reservation or a bankruptcy of the Accommodation Provider).

The landlord will inform the guest of this immediately, stating the reason, by telephone or in writing. In this case, he will try to offer an equivalent accommodation for the same travel sum. If no suitable alternative offer can be made, or the guest does not agree with the offered alternative, the landlord will refund the travel sum already paid in full or in part without the landlord owing any compensation to the guest.

Modify

When a guest wants to change an agreement, this is possible up to 7 days before arrival. The booking may not be cheaper than the original booking after modification. These changes may incur a change fee.

Substitution

If the reservation is transferred entirely to a third party, the guest must indicate in writing to the landlord.

These changes are subject to a change fee.

Amounts already paid shall be considered as having been paid by the acquiring party. The transferring and acquiring parties must arrange this among themselves.

Financial provisions

Pay

After receiving the cost overview, the following costs must be paid: Within 14 days: 50% of the bill, the remaining amount must be received by the landlord 8 weeks before arrival.

If the guest books within 8 weeks before arrival, the total bill must be paid immediately.

The total amount of the cost overview must always be paid in full before Arrival.

Non-payment within the payment term

If the landlord has not received the payments on time, he is entitled to dissolve the agreement (to cancel) and to hold the guest liable for the cancellation costs. The cancellation costs will be deducted from the amounts already paid.

Obligations of (co-)holiday maker

The guest and fellow holiday maker and their possible guests will comply with the obligations under these general terms and conditions and the accommodation regulations.

Failure to comply with these obligations will be seen as an attributable shortcoming in the fulfillment of the agreement, which leads to the guest's liability to damages towards the landlord. In addition, this gives the landlord the right to dissolve the agreement.

(Use) accommodation

Condition of the accommodation and type of use

- The accommodation is made available to the (fellow) guest in good condition. If the (co-)holiday maker is of the opinion that this is not the case, he must immediately report this to the reception of the accommodation.

- the guest is obliged to handle the accommodation and the associated inventory with care.

The tenant will leave the rented property in good condition upon departure. Any damage caused by the guest or co-holiday maker is attached to the accommodation, must be reported before departure at the reception of the accommodation and must be paid immediately.

- If the accommodation is not left clean or damaged, the landlord is entitled to set off his damage against the deposit.

- The accommodation may only be used by the tenant for recreational purposes, unless expressly agreed otherwise in writing. Recreational purposes are in any case not understood to mean the use by the tenant of the accommodation during the period that one or more of the users of that

accommodation (s) perform or perform work regardless of whether they are paid or unpaid and regardless of whether they take place in employment or outside employment.

Permanent residence is not permitted.

Maximum allowed persons

The use of the booked accommodation with more than the maximum number of people allowed for the accommodation (including children and infants) as stated on the website is not permitted. In this case, the landlord can deny the (fellow) holiday maker the use of the accommodation. The court is not entitled to a refund.

It is not allowed to receive visitors or let them stay overnight without prior approval from the landlord.

Pets

Pets are only allowed if this is explicitly indicated.

- Registration of pets after the reservation will be considered as a change.
 - The unannounced bringing of pets may be a reason for the landlord to refuse access to the accommodation and/or accommodation.
 - There are extra (cleaning) costs associated with bringing pets.
 - Pets must at all times demonstrably comply with the health and health requirements vaccination requirements applicable in the country in which the accommodation is located. Failure to comply with this requirements or the inability to demonstrate compliance with these requirements may give rise to the landlord to not allow the pet into the accommodation or the accommodation.
- The guest is and remains liable at all times for damage caused by the pet to the accommodation or accommodation.

Facilities (inside or outside the accommodation)

Opening hours and costs

In the description of the accommodation on the website, information is provided about the facilities that are offered, stating the opening hours and any costs. If no costs are mentioned for the use of facilities, this does not mean that the use of these facilities is free of charge.

Travel information

Arrival and departure

The times of arrival and departure can be found in the travel information. The guest will receive this at least 5 days before departure. You can also find this information on the website. For so-called last-minute bookings, the guest can report to the reception of the accommodation. In case of late arrival or early departure, the costs for the entire reserved period remain due.

Complaints

If a Guest has a complaint during the stay at the Accommodation, it can be reported to the manager or manager of the Accommodation in order to enable the Lessor to resolve this complaint.

If the complaint has not been resolved satisfactorily, the complaint can be submitted in Writing to the Quality Department via info@nagtegaalvastgoed.nl

In doing so, a statement must be made of the complaint, any booking number, the contact details of the Guest and any other information provided to the Lessor at the

handling the complaint can be useful.

Travel sum and costs

- A combination of discounts is not possible.
- Lessor reserves the right to change the travel sum if an increase in government levies or taxes give rise to this.
- Any discount promotions do not apply to existing /already made reservations.

Liability

- Landlord and accommodation provider are not liable for loss and or theft (money included), damage to property, damage or injury caused to the (co)holiday maker for whatever reason.
- The use of the accommodation and of all facilities and services on the accommodation is at the own risk of the (co)guest.
- The lessor accepts no liability for unexpected (construction) activities in the vicinity of the reserved accommodation, work on access and / or main roads, noise nuisance by, for example, neighbors, church bells, fireworks, cars, trains or agricultural tools, nuisance due to pests and environmental problems in the vicinity of the accommodation and / or the accommodation.
- The (co-)holiday maker is deemed to be aware of the local laws and regulations. The lessor is not liable for the consequences of any violation thereof by the (co)holiday maker.

Guest liability

During the stay, the guest is liable for the damage caused to the accommodation, the furnishings and all matters belonging to the booked accommodation regardless of who caused the damage. The settlement of this damage must initially take place between the accommodation provider and the guest.

Privacy

You will receive a reference to the privacy statement of the landlord in your cost overview and can be found on the website.

Applicable law and competent court

- Dutch law applies to the agreements concluded on the basis of these general conditions have been concluded, are amended or are supplemented, unless other law applies on the basis of mandatory rules.
- Disputes regarding the agreement can only be submitted to the competent court in Rotterdam. If the guest is a natural person who is not acting in the exercise of his profession or business, the guest is granted a period of at least one month after the lessor has invoked this provision in writing, to choose the competent court according to the law for the settlement of the dispute in writing.

Other provisions

The guest is responsible for providing the correct contact details and must immediately notify the host of any change to their contact details.

Accommodatiereglement

Together with the general terms and conditions that apply to the agreement between the guest and the landlord, the accommodation regulations form a whole. The right compliance with the accommodation regulations guarantees the safety of our guests. We hope then also on your cooperation and understanding.

All terms used in the accommodation regulations are in line with the definitions given in the general terms and conditions.

Arrival and departure

The travel information indicates the time from which the accommodation is available.

Visitors

Visitors are welcome and must report to the property reception upon arrival. They are deemed to have left the accommodation before 23:00. Deviation from this is only possible with the permission of the manager of the accommodation. If visitors wish to stay overnight, this must be at the reception of the accommodation

are reported. They are registered as being guests. The landlord reserves the right to refuse guests.

Visitors must comply with the rules set out in the accommodation regulations.

Guests of the guest must adhere to the same conditions and rules as the guest. The guest must ensure that his guests are aware of the relevant rules as included in the general terms and conditions and the accommodation regulations.

Energy (water/electricity)

Per accommodation and even per type of camping pitch, different maximums for the current can apply. When booking the camping pitch, it is indicated how many amps are available. The guest must ensure that the electrical appliances used do not exceed this amount.

In the event of a power failure, the guest will first check his own fuses as well as the fuse in the power box before calling the site service. The electrical appliances must be switched off in the event of a power failure if they are not switched off automatically.

It is not allowed to tap electricity from toilet blocks or other (public) buildings or things such as lampposts.

It is not permitted to charge an electric car other than on the accommodation provided for this purpose and designated as such. Violating this rule may result in any escrow deduction.

Facilities of the accommodation

Use of the accommodation's facilities is at your own risk.

Use of accommodation

The accommodations feature a personal décor. It is not allowed to take furniture that belongs in the accommodation outside. (garden) furniture may not be moved to other accommodations.

The guest is obliged to keep the accommodation and its immediate surroundings in neat and orderly condition. Waste must at all times be deposited in the bestemde containers of afvalbakken.

If the guest is not present in, around or on the accommodation, all separate items must be such as bicycles, toys, etc. around the accommodation (and in case of camping pitches on the accommodation) to be cleaned up, to be stored and placed out of sight. Bicycles may not be placed against the property.

Pets

To the extent that pets are allowed in the accommodation, the following applies:

- non-caged pets must be on a leash at all times, except within an accommodation and must not cause any inconvenience to the other guests of the accommodation.
- pets must be walked in the designated places. If such do not present, pets must be walked outside the accommodation in the permitted places. In the event of "accidents", the pet's companion must take care of the removal of this pollution himself.
- Guests are responsible for complying with all legal requirements imposed on the bringing and staying of pets.

Hygiene and maintenance

Leaving food items in the accommodation is strictly prohibited due to hygiene and the prevention of pests.

Waste must be deposited in the designated (separate) containers. It is not allowed to place waste next to the containers or elsewhere in the accommodation. The waste must be packed in closed plastic bags.

Bulky waste such as pallets, white goods, garden chairs, basic rugs etc. May not be left in the accommodation unless with the permission of the manager of the accommodation in a designated place.

It is not permitted to deposit green waste (pruning and mowing waste) in the containers.

It is forbidden to pick flowers, pull off branches or bushes or hammer nails into trees.

Digging holes and damaging public greenery is also not allowed.

Wild urination is not permitted and may result in a possible deposit deduction.

Use and return keys, cards etc.

In case of loss of keys/cards etc. You will be charged. (for keys this is an amount of € 115.00). It is not permitted to give keys and / or cards in use to others than (fellow) guests.

Upon departure, all keys received by guests for the purpose of their accommodation must be returned to the property's reception.

(Night) rest and nuisance

Guests of the property must behave correctly and leave anything that may reasonably offend or inconvenience the host or other guests.

Between 23:00 and 07:00, the night's sleep must be respected. Guests must strictly observe this night's sleep. This means, among other things, no loud conversations, music or any other noise. Also, motorized vehicles may not be used during this period.

It is not permitted to use music carriers, musical instruments and other objects that (or may) cause noise nuisance in such a way that nuisance is caused. By receiving a complaint from another guest, the nuisance is in principle fixed.

On some accommodation and there is also a security service. Instructions from the staff (including this security service) should be followed immediately.

Maintenance and cleaning work/malfunctions

The landlord reserves the right to carry out (cleaning) work around the accommodation from 08:00. Urgent malfunctions reported to the reception of the accommodation will be resolved as soon as possible.

The landlord always has the right to enter the rented accommodations for inspection and / or to carry out maintenance work (or have it carried out), without the guest being entitled to a full or partial refund of the (rent) sums paid or still to be paid. The lessor also has the right to temporarily de-deeritle buildings and installations for maintenance work, without the guest being entitled to a full or partial refund of

(Rental) sums paid or still to be paid. The landlord will announce such a visit in good time. In urgent cases, the lessor may refrain from such an announcement.

Use of garage:

If this service is booked, one motor vehicle per accommodation will be allowed in the garage unless otherwise indicated.

Motor vehicles of visitors are not allowed. The landlord reserves the right to change the accommodation policy applicable to an accommodation.

Parking takes place in the designated places.

Mail/telephone

The incoming mail is placed in alphabetical order (by family name) in the mailboxes at the entrance of the accommodation. The post shall be placed in appropriate boxes. The collection of mail items is the responsibility of the guest. The landlord is not liable for lost or damaged mail items.

Safety

The guest is obliged to immediately follow all traffic and safety regulations and the instructions of the staff.

In view of calamities and the supply and delivery (of emergency services), paths, access roads and barriers must always remain free of motor vehicles and other obstacles.

It is not permitted to carry out repairs to motor vehicles and/or to wash motor vehicles in front of the accommodation unless an explicit possibility is offered.

It is forbidden to accommodate or store damaged or scrap cars, trailers or other vehicles and/or vessels, as well as other goods or substances that may have been withdrawn from use.

In the property, open fire is strictly prohibited. In connection with the risk of fire, the burning of candles without anyone present, the disposal of burning cigars, cigarettes and matches is prohibited. The presence of incendiary and/or explosive substances is also prohibited.

The use of a barbecue in the property is not allowed

It is also forbidden:

- use or possess (soft) drugs;
- to be prohibited by law to have weapons in their possession.

Lost/found items

Lost and found items can be handed over at the property's reception. At the request of a guest who may have already left, the found object can be sent to him or her at the expense and risk (cash on delivery) of this guest. The landlord is never liable for any damage to the found object.

If the owner of a found object does not report within one month after delivery of the found object, it is assumed that the owner has relinquished possession of it.

Removal of the site/denial of access.

All guests must strictly comply with the regulations and rules contained in the general terms and conditions and the accommodation regulations and strictly follow the instructions of the staff of the landlord and / or any security service present in any form and in any context whatsoever. This also applies to the rules that apply to the use of the facilities.

In case of violation of these conditions and rules as well as in case of failure to follow instructions from the staff, the landlord is entitled to remove the guest from the accommodation whereby further access to the accommodation will be denied, without the guest being entitled to a full or partial refund of and / or discount on the paid or still to be paid (rent) sums, without prejudice to the landlord's right to claim compensation for the damage caused by the violation. In general, a warning will be given first.

In urgent cases, at the discretion of the landlord, this can be waived and will proceed to immediate removal and the guest will be denied access to the accommodation. The landlord reserves the right to demand an extra deposit from the guest in the event of a (first) warning. If this additional deposit is not paid immediately, the landlord is entitled to remove the guest who received the warning from the accommodation and to give him / her access to it.
deny.

Regulations for groups and/or specific cases

General

The landlord reserves the right to request an extra deposit in certain situations and periods.

On this basis, the landlord is entitled to charge each group (or family) a deposit of at least € 50.00 to € 500.00 per person.

The guest who has booked for a group is requested to report to the reception at any time upon arrival of the group. The landlord will (may) ask him to show his identity document and also (may) ask him to provide the names of the group members. In addition, the deposit due from € 50.00 to € 500.00 per person will have to be paid.

Every guest is obliged to show his identity card at the first request of the landlord or his (security) staff.

Guests accept community standards and will not engage in any activity that could be polluting, dangerous, harmful, disruptive, unhealthy and/or nuisance to the environment.

Most accommodation also has a security service. Instructions from the staff (including this security service) should be followed immediately.

If, on arrival or during their stay, it is found that there are unaccompanied young people (persons who have not yet reached the age of 21 and are travelling without their parents and/or guardians or other accompanying persons who are 21 years of age or older), while the booking has been made by a third party who is 21 years of age or older, the lessor reserves the right to dissolve the agreement with immediate effect, without refund of the travel sum.

The guest who books while all fellow holidaymakers are younger than 21 years, must at all times visit the group

accompany. As soon as it is established that this guest has not arrived or has left earlier, for whatever reason, the group will be considered "unaccompanied young people" and will be treated as such in accordance with the general terms and conditions and the present accommodation regulations.

Consequences of breaking the rules and/or not following instructions

- In case of violation of these accommodation regulations and/or the general terms and conditions, in principle, a warning will first be given whereby, if that is still the view of not done on arrival at the accommodation, an extra deposit must be paid from at least € 50.00 to € 500 per person. This first warning will be issued in writing.

- Depending on the severity of the violation, but in any case with a second violation, the guest and accompanying fellow guests will for a fine of at least € 50.00 to € 500 per person, which fine can be deducted from any (extra) deposit paid, without prejudice to the right to charge additional compensation to them. In cases where a deposit has not yet been paid, this fine must be paid at the reception/security of the accommodation. If the fine is not paid before departure, it will be charged by means of an invoice.

- If, in the opinion of the landlord, a violation is so serious that the continuation of the agreement cannot be required of him, the lessor is entitled to the agreement with immediately to be dissolved (without prior warning). The entire group (or family) will then be immediately removed from the accommodation and denied access, without refund of the travel sum including additional costs and the deposits paid. In that case, this will be communicated in writing on the spot.

- When giving a (first) warning, the guest or one of the fellow guests must do so (also on behalf of the group or family). In the event of non-signing, this is seen as a refusal to comply with the rules of the accommodation and the landlord can proceed to dissolve the agreement with immediate effect and deny access without refund of the travel sum paid and the deposits paid.

Unforeseen cases

In cases that are not regulated in the general terms and conditions or these accommodation regulations, Dutch law will decide.