

# GENERAL TERMS

d.d. June 2021



## **Article 1: Definitions**

The entrepreneur: Buitenplaats Beekhuizen Exploitatie B.V.

The guest: The person who has entered into an agreement with the entrepreneur regarding a fixed-term accommodation for a recreational- or business stay. The fellow guests are the other persons mentioned in the agreement.

Third: Any other person, not being the guest and/or fellow guests.

Accommodation: A Pod or Lodge Tent or any other type of accommodation offered by the entrepreneur.

The agreement: The agreement between the guest and the entrepreneur regarding the right to use the accommodation at a previously agreed period and fee.

Cancellation: Written cancellation of the agreement by guest or entrepreneur before or on the commencement date of the agreement.

House rules: The written rules for use of accommodation, terrain and facilities.

## **Article 2: Content of the agreement**

The entrepreneur puts an accommodation of the agreed type at the guest's disposal, for the agreed period and at the agreed price, for recreational- or business purposes, not for permanent residence.

## **Article 3: Duration of the agreement**

The agreement ends by operation of law after expiration of the agreed period. Cancellation is not required.

## **Article 4: Price and price changes**

1. The price is agreed on the basis of the rates applicable at the booking, which are set by the entrepreneur. The price as mentioned in the final booking reservation (incl. mandatory additional costs such as final cleaning, linen, tourist tax and any extras booked) is binding

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2. Possible discount actions don't apply to existing bookings and to bookings that have already been made.
3. If, after setting the price, additional costs arise due to an increase in the burden by the government, these extra costs can be passed on to the guest, even after the conclusion of the agreement (for example VAT and tourist tax).

### **Article 5: Payment**

1. Upon reservation, guest must pay the agreed price according to the booking confirmation/invoice. Guest must pay in Euros, by Ideal-payment, bank transfer or by switch card. Cash payment is not possible.
2. If the guest has not fulfilled his payment obligation on time/properly, despite prior written notice and taking into account the legal terms after written notice, the agreement ends by operation of law, without prejudice to the entrepreneur's right to full payment of the agreed price.
3. If the entrepreneur hasn't received the total amount due on the day of arrival, the guest must pay the agreed amount by switch card, otherwise the entrepreneur is entitled to refuse the guest access to terrain and accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price.

### **Article 6: Deposit**

Unless otherwise agreed in the offer, booking confirmation or otherwise (in which case those specifically agreed conditions prevail) the following applies:

1. Upon reservation the guest agrees to a deposit that entitles the entrepreneur to collect an amount of max. E 250,00 per accommodation from the specified bank account during the stay or up to 4 weeks after the stay, in connection with any damage caused to the accommodation, terrain or facilities during the stay, and/or not leaving the accommodation conformity with the house rules and/or the nuisance caused by the guest, without prejudice to the right of the entrepreneur to recover any costs that exceed the deposit from the guest.
2. If it turns out that the deposit must be used, the entrepreneur will inform the guest in writing with regard to the reason and the amount of the collection.



## **Article 7: Arrival and Departure**

1. On request, the guest must provide the entrepreneur with a valid ID of himself, his fellow guests and third parties. The entrepreneur is entitled to make a copy of the ID for his administration.

2. Upon arrival on the terrain, during the applicable check-in times on the first day of the agreement, the guest, fellow-guest and third party must report to the reception. The same goes for departure, during the applicable check-out times on the last day of the agreement.

## **Article 8: Late arrival and early departure**

The guest owes the full price for the period that has been agreed in the agreement.

## **Article 9: Cancellation and restitution**

Unless otherwise agreed in the offer, booking confirmation or otherwise (in which case those specifically agreed conditions prevail), the following applies:

1. In case of cancellation the guest owes the entrepreneur a fee:

– In case of cancellation 2 months or more before date of arrival, 25 Euro administration costs;

– In case of cancellation within 2 months - 1 month before date of arrival, 50% of the agreed price;

– In case of cancellation within 1 month before date of arrival and on day of arrival, 100% of the agreed price. If guest is entitled to (partial) restitution of an amount already paid due to cancellation, the entrepreneur must refund this amount within weeks to a bank account number provided by the guest.

2. If guests succeeds to find a third party who takes over/pays the agreement for the same period, no additional costs will be charged.

3. Entrepreneur is entitled to cancel the agreement in case of extreme weather conditions leading to accommodation failure. In that case the entrepreneur only has to refund the amount paid by the guest or he can postpone the stay.

## **Article 10: Use by third parties**

Use of an accommodation by third parties is allowed if entrepreneur has given written permission in advance. Conditions may be added to this permission, which must be laid down in writing in advance.



### **Article 11: House rules**

The guest, fellow guest and/or third party must observe the house rules which are communicated by the entrepreneur in an adequate manner. Instructions of the staff must be observed at all times.

### **Article 12: Premature termination of the agreement and evacuation**

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

- If the guest, fellow guest and/or third party doesn't (properly) comply with the obligations that result from the agreement, the house rules and/or government regulations, despite prior verbal and/or written warning and to such an extent that, according to the standards of reasonableness and fairness the entrepreneur can't be expected to continue the agreement;
- If guest, fellow guest and or third party, despite of prior verbal and/or written warning, causes nuisance to the entrepreneur and/or other guests or spoils the good atmosphere on or in the immediate vicinity of the site;
- If the guest, fellow guest and/or third party, despite of prior verbal and/or written warning, acts contrary to the destination of the site; Theft, vandalism, aggression, drug use, insulting expressions with regard to race, gender or belief are amongst others reasons for immediate removal from the site.

2. If the entrepreneur requires premature cancellation and evacuation, he must personally hand the guest a letter. In urgent cases a personal verbal notice is sufficient. Upon cancellation the guest must clean and leave the accommodation within 4 hours at the latest. If the guest fails to do so, the entrepreneur is entitled to evacuate and have the costs paid by the guest. In principle the guest is not entitled to a refund due to premature termination of the agreement.

### **Article 13: Opening hours**

The entrepreneur will adequately communicate the opening hours of reception and other facilities. The entrepreneur is entitled (also during the term of the agreement) to change the offer and the opening hours of the facilities.

### **Article 14: Maintenance and construction**

1. The entrepreneur must ensure a good condition of site and facilities.
2. During the term of the agreement, the guest will allow necessary maintenance activities to be carried out in the accommodation, on the site

and/or facilities and cannot claim compensation. The entrepreneur evaluates the necessity of maintenance.



3. The guest, fellow guest and/or third party must keep the accommodation in the same condition.

4. The guest, fellow guest and/or third party is not allowed to dig on the terrain, to cut down trees, to prune bushes, to install antennas, to place fences and or fencings or other facilities without prior written permission of the entrepreneur.

### **Article 15: Privacy**

1. If the guest, fellow guest and/or third party happens to stand on a photo and/or video that was taken for marketing purposes (including publication and/or reproduction on internet) his/her consent to the use of photo and/or video in the publication and/or on the internet is suspected, even if he/she is recognizable.

2. The entrepreneur, guest, fellow guest and/or third party is not allowed to take a photo and/or make a video on the terrain that could offend against public decency and public order.

3. Camera surveillance is available on the park to guarantee safety.

### **Article 16: Liability**

1. The entrepreneur is not liable for an accident, theft or damage on his terrain, unless this is the result of a shortcoming that can be attributed to the entrepreneur.

2. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.

3. The entrepreneur is liable for damage as a result of long-term failures in utilities, unless it concerns force majeure or if these failures have been caused by the guest.

4. The guest is liable for damage caused by the act or omission of himself, fellow guests and/or third parties insofar as it concerns damage that can be attributed to the guest, fellow guest and/or third party.

5. The entrepreneur must take appropriate measures if other guests report damage caused by guest, fellow guest and/or third party.

## **Article 17: Complaints**

1.The guest must always file his/her complaint in writing (e-mail or post). Filing a complaint does not have any suspensory effect with regard of payment by the guest.

2.The entrepreneur will assess your complaint and handle it in all reasonableness and fairness. If the guest is not satisfied with it, Dutch law is applicable.

