# GENERAL TERMS & CONDITIONS

January 2022



## Article 1: Definitions

The entrepreneur: Buitenplaats Beekhuizen Exploitatie B.V.

The guest: the person who has entered into an agreement with the entrepreneur regarding an accommodation for a fixed time period for recreational or business purposes. Fellow guests are the other people mentioned on the agreement.

Third: every other person, not being a guest and/or fellow guest.

Accommodation: a Pod, Lodgetent or Forest Cabin or any other accommodation type on the property offered by the entrepreneur, like the Meeting lodge or Group tent.

The agreement: the agreement between the guest and the entrepreneur regarding the right to use the accommodation for a fee and a period agreed in advance.

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

House rules: the written regulations for the use of the accommodation, the grounds and the facilities.

#### Article 2: Content of the agreement

The entrepreneur offers accommodations for recreational or business purposes, i.e. not for permanent residence, to the guest for a fixed period and agreed price.

#### Article 3: Duration of the agreement

The agreement end expires by law after the expiry of the agreed period, without notice being required.

#### Article 4: Prices and price changes

1. The price is agreed on the basis of the rates applicable at the time of booking, which have been determined by the entrepreneur. The price, as stated on the final reservation confirmation, (incl. mandatory additional costs such as cleaning costs, linen packages, tourist tax and any booked extras) is binding.

2. Any discounts do not apply to existing bookings.

3. If, after the price has been determined, additional costs arise due to an increase in government charges, these additional costs can be passed on to the guest, even after the agreement has been concluded (for example: VAT and residence tax).



### Article 5: Payment

1. When making a reservation, the guest must pay the agreed price according to the reservation confirmation/invoice. The guest must make the payment in EURO, by iDEAL payment, bank transfer or by debit card. Cash payment is not possible.

2. If the guest has not fulfilled his/her payment obligation on time or properly, despite a prior written reminder and taking into account the legal terms after the written reminder, the agreement is cancelled by law, 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, the guest is obliged to pay the agreed amount by debit card payment. Otherwise the entrepreneur is entitled to deny the guest access to the site and accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price.

## Article 6: Deposit

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

1. When making a reservation, the guest agrees to a deposit that gives the entrepreneur the right to collect an amount of a maximum of  $\in$  250.00 per accommodation from the specified bank account during the stay or up to 4 weeks after the stay, for any damages caused during the stay of the guest to the accommodation, the grounds or the facilities, and/or for not leaving the accommodation behind in accordance to the house rules and/or nuisance caused by the guest. This is without prejudice to the entrepreneur's right to recover any costs that exceed the deposit from the guest.

2. If it appears that the deposit must be called upon, the entrepreneur will inform the guest in writing of the reason and the amount of the collection.

#### Article 7: Arrival and departure

1. The guest is obliged to provide the entrepreneur with a valid proof of identity for inspection by himself, fellow guests and third parties when requested. The entrepreneur has the right to make a copy of the proof of identity for the purpose of his administration.

2. Upon arrival at the site, during the applicable check-in times on the first day of the agreement, the guest, fellow guest(s) and/or third party(s) must report to the reception. This obligation also applies on departure, during the applicable check-out times on the last day of the agreement.

#### Article 8: Late arrival and/or 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 with the guest in the quote, booking confirmation or other written documents (in which case those specifically agreed conditions prevail), the following applies:

1. In the event of cancellation of the agreement, the guest pays a fee to the entrepreneur. This compensation amounts to:

– in case of cancellation 2 months or more before the commencement date, 25 euros administration costs per accommodation;

– in the event of cancellation within 2 to 1 months before the commencement date, 50% of the agreed price;

– in the event of cancellation within 1 month before the commencement date and on the commencement date, 100% of the agreed price.

If the guest is entitled to a (partial) refund or an amount already paid, due to cancellation. The entrepreneur is obliged to transfer this amount no later than 4 weeks after cancellation on a bank account number provided by the guest.

2. If at the same time as cancellation through the guest's mediation the accommodation is reserved and paid for by a third party for the same period, no additional costs will be charged.

3. The entrepreneur reserves the right to cancel the agreement in the event of extreme weather influences that lead to the breakdown of the accommodation. In that case, the entrepreneur is only obliged to refund the amount already paid by the guest or provide another day for the stay.

#### Article 10: Use by third parties

Use by third parties of an accommodation is only permitted if the entrepreneur has given prior written permission. Conditions may be imposed on the permission given, which must be laid down in writing in advance.

#### Article 11: House rules

The guest, fellow guest(s) and/or third party(s) must adhere to the house rules established by the entrepreneur, which are communicated by the entrepreneur in an adequate manner. Instructions from staff must be followed at all times.

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

1. The entrepreneur can terminate the agreement instantly:

- if the guest, fellow guest(s) and/or third party(s) do not or do not properly comply with the obligations under the agreement, the house rules and/or government regulations, despite prior verbal and/or written warnings and to the extent that, according to the standards of reasonableness and fairness, the entrepreneur cannot be expected to continue the agreement;



- if the guest, fellow guest(s) and/or third party(s) causes nuisance to the entrepreneur and/or other guests despite a prior verbal and/or written warning, or if it spoils the good atmosphere on or in the immediate vicinity of the site;

- if the guest, fellow guest(s) and/or third party(s), despite prior verbal and/or written warning, acts contrary to the purpose of the accommodation;

- Theft, vandalism, aggression, drug use, abusive expressions of race, nature or creed, among others, are reasons for immediate removal from the premises.

2. If the entrepreneur wishes premature termination and eviction, he must inform the guest of this in a letter handed over personally. In urgent cases the letter can be omitted and a personal verbal notice is sufficient. After cancellation, the guest must ensure that his accommodation is left tidy and clean as soon as possible, at the latest within 4 hours. If the guest fails to do so, the entrepreneur is entitled to evict, in which case the costs for eviction will be borne by the guest. In principle, the guest is not entitled to a refund of payment due to the premature termination of the agreement.

#### Article 13: Openinghours

The opening hours of the reception and other facilities are communicated adequately by the entrepreneur. The entrepreneur reserves the right (also during the term of the agreement) to make changes to the offer and opening times of the facilities.

#### Article 14: Maintenance and construction

1. The entrepreneur is obliged to keep the site and facilities in a good state of maintenance.

2. The guest will allow necessary maintenance to be carried out on the accommodation, the grounds and/or the facilities during the term of the agreement, and in that case cannot claim compensation. The necessity of maintenance is at the discretion of the entrepreneur.

3. The guest, fellow guests and/or third parties are obliged to keep the accommodation in the same state.

4. The guest, fellow guests and/or third parties are not allowed to dig on the site, to cut trees, to prune shrubs, to place antennas, to install fences and fencing, or to buildings or other facilities of any kind at, on, under, around or in the accommodation or anywhere else on the site without prior written permission from the entrepreneur.

#### Article 15: Privacy

1. If the guest, co-guest(s) and/or third party(s) happen to be in a photo and/or video that was (recorded) for the marketing purposes of the entrepreneur (including publication and/or display on the internet), his/her consent to the use of the photo and/or video in the publication and/or on the website is presumed, even if he/she is recognizable on it.

2. The entrepreneur, guest, co-guest(s) and/or third party(ies) are not permitted to take a photo and/or video on the site that could be contrary to morality or public order.



3. There is camera surveillance in the park to ensure safety.

#### Article 16: Liability

1. The entrepreneur is not liable for an accident, theft or damage on his site, unless this is the result of a shortcoming attributable to the entrepreneur.

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

3. The entrepreneur is liable for damage as a result of long-term disruptions in the utilities, unless there is force majeure or if these disruptions are caused in one way or another by the guest.

4. The guest is liable for damage caused by the acts or omissions of himself, the fellow guest(s) and/or third parties, insofar as it concerns damage caused to the guest, the fellow guest(s) and /or third party(s) can be attributed.

5. The entrepreneur undertakes to take appropriate measures after reporting by other guests of damage caused by the guest, the co-guest(s) and/or third party(ies).

#### Article 17: Complaints

1. A complaint from a guest is always submitted in writing (by e-mail or by post) to the entrepreneur. Submitting a complaint does not have any suspensive effect with regard to 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 this, Dutch law applies.