

GENERAL CONDITIONS



SAMEN
GENIETEN

GENERAL CONDITIONS ROOMPOT HOTELS

1. DEFINITIONS

Administration Fees: Costs in connection with reservations (i.e. preference surcharge).

Agreed Price: The fee that the Holiday Lessee pays to the Operator for the services and/or facilities provided by the Operator to the Holiday Lessee.

Amendment: A change in the agreement, such as a change in the rental period or the nature of the Accommodation.

Booking Total: Rental and other costs (tourist tax and add-ons, if applicable) excluding preference surcharges and insurance costs, but including discounts (if applicable).

Cancellation: The written cancellation of the agreement by the Holiday Lessee, prior to the commencement date of the stay.

Care Arrangement: Accommodation rental in combination with care.

Costs: All costs for the Operator in connection with the operation of the holiday business.

Facilities: All facilities in or outside of the Accommodation of which use can be made based on the Agreement.

Family: A gathering of people consisting of one or more parents with their minor children who are registered as living at the same address in the municipal personal records database.

Group: All gatherings of people that are not a Family and/or each reservation booked simultaneously for multiple Hotel Rooms.

Guests: All persons covered by the definition of Holiday Lessee or Joint Holiday Lessee and who use the Accommodation and/or the Facilities.

Holiday Lessee: The person who enters into the Agreement for the Accommodation with the Operator.

Hotel Regulations: The regulations drawn up for the Accommodation, including supplementary rules and regulations. These may vary from one Accommodation to another.

Hotel Room: The space in the Accommodation that is intended for the Guest designated by name in the Agreement to spend the night.

Information: Written or electronically provided data concerning the use of the Accommodation, the facilities and the rules and regulations applicable to the stay.

Joint Holiday Lessee: The person or persons whose names are included in the Agreement or, in default of such inclusion, the person or persons accompanying the Holiday Lessee.

Operator: The organisation, institution or association that makes the Accommodation available to the Holiday Lessee and is additionally the user of these General Terms and Conditions.

Park Regulations: The regulations drawn up for a park, including supplementary rules and regulations. These may vary from park to park.

Regulations for Groups and/or Specific Situations: The regulations used by the Operator for groups and/or other specific cases as a measure to prevent damage or nuisance.

Security Staff: Staff hired by or on behalf of the Operator to maintain peace and order and supervise observance of the rules and regulations.

The Rental Accommodation: The Hotel Room and all spaces accessible to guests inside the hotel and in the park in which the hotel is located or of which the hotel is deemed to be a part.

Third Party: Every person other than a Holiday Lessee and/or one or more of their Joint Holiday Lessees.

Total Sum: The total amount owed in connection with the Agreement concluded between the Operator and the Holiday Lessee.

Unaccompanied Minors: Persons who at the time of booking the reservation or at the time that the Agreement is entered into have not yet attained the age of 21 and who are travelling without their parents and/or carers and/or who are unaccompanied by other adults over the age of 21.

2. CONTENT, DURATION AND TERMINATION OF THE AGREEMENT

The Holiday Lessee is provided the Accommodation specified in the Agreement by the Operator for recreational purposes (i.e. not for the purpose of permanent residence) for the duration of the agreed period, thereby giving the Holiday Lessee and Guests designated by name in the Agreement the right to use the Accommodation.

The Operator is obliged to provide the Holiday Lessee with the written information that forms the basis for the Agreement. The Operator must inform the Holiday Lessee in writing and in a timely manner of each amendment to the Agreement.

If the information differs to a considerable extent from the information provided when the Agreement was concluded, the Holiday Lessee will be entitled to cancel the Agreement at no cost.

The Holiday Lessee is obliged to comply with the Agreement and the rules and regulations specified in the accompanying information. The Holiday Lessee must ensure that any Joint Holiday Lessees and/or Third Parties visiting and/or staying with them comply with the Agreement and the rules and regulations specified in the accompanying information.

The Agreement will terminate by operation of law upon expiration of the agreed period without any notice of termination being required.

3. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made by or on behalf of the Operator and all reservations and agreements concluded between the Operator and the Holiday Lessee in regard of the use of the Accommodation.

In addition to these General Terms and Conditions, the Agreement is also subject to the Hotel Regulations and the Park Regulations of the park of which the Hotel forms part or in which the Hotel is situated, as set down by the Operator in regard to the Accommodation. Both Regulations belong to and form an integral part of these General Terms and Conditions.

If the offer is made in connection with a stay by a Group and/or the Agreement between the Operator and the Holiday Lessee has been entered into in connection with a stay by a Group, the Regulations for Groups also apply. In that case the Regulations for Groups belong to and form an integral part of these General Terms and Conditions.

If the Operator has issued any further rules and regulations in regard to the Accommodation as a supplement to these General Terms and Conditions and the aforementioned Regulations, these apply equally to the Agreement.

The General Terms and Conditions, the aforementioned Regulations and the supplementary rules and regulations will be sent to the Holiday Lessee free of charge upon their first request and can also be downloaded from the Operator's website (www.roompot.com/information).

Guests are obliged to strictly observe the General Terms and Conditions, Regulations and supplementary rules and regulations and to follow any instructions given by the Operator's staff, regardless of form and/or context.

Holiday Lessees are obliged to ensure that all persons travelling with them and their Guests take cognisance of the General Terms and Conditions, Regulations and supplementary rules and regulations, and are responsible for their observance.

The Operator reserves the right to make interim changes to the General Terms and Conditions and/or Regulations and/or supplementary rules and regulations.

The Operator does not accept any other terms and conditions referred to or used by the Holiday Lessee or Joint Holiday Lessee (or a Guest).

If the Agreement concerns a Care Arrangement and care is provided by a care provider, the care provider (i.e. not the Operator) will act as the counterparty for the Holiday Lessee or Joint Holiday Lessee with respect to the services and care provided.

4. RESERVATIONS/ DISCOUNTS/ PAYMENTS

Reservations

Reservations can be booked exclusively by the Holiday Lessee who must be above the age of 21 at the time of booking the reservation or at the time that the Agreement is concluded. The Operator is entitled at all times to order a Guest to produce legally valid proof of identity (or a copy thereof). Provision of incorrect or untruthful names and/or addresses and/or dates of birth and/or other important personal details can lead to immediate termination of the Agreement and eviction from the Accommodation, without prejudice to the Operator's right to payment of the Total Sum.

The Operator reserves the right at all times to refuse a reservation without stating reasons.

After the reservation has been booked, the Holiday Lessee will receive notice of confirmation stating the payment conditions.

Reservation confirmations can be sent by post on request.

The Holiday Lessee must notify the Operator within ten days of the date of confirmation and before the arrival date if the Holiday Lessee deems the information on the reservation to be incorrect. Once this term has expired an appeal in regard of incorrect details can no longer be submitted and the confirmation will be deemed to be correct.

If the Holiday Lessee has not received written confirmation within 14 days of the reservation they are obliged to contact the Operator's central reservation service immediately, in default of which no appeal can be made in regard of the reservation. The Agreement between the parties will not be effective until the reservation has been confirmed by the Operator.

Groups

The Head of a Central Reservation Service must at all times be notified prior to the booking of a reservation for a Group. Based on the nature, purpose and size of the Group, this person may decide to refuse the booking (in a specific period or Accommodation).

If the reservation concerns a Group of Unaccompanied Minors, the Holiday Lessee is obliged at all times to specify this of their own accord. Unaccompanied Minors are admitted exclusively to a limited number of Accommodations and/or parks. Groups are required to register in writing. A Holiday Lessee booking a stay for Fellow Holiday Lessees under the age of 21 is obliged to accompany the group at all times. Upon discovery that this Holiday Lessee has not arrived with the group or has left prematurely, for whatever reason, the Group will be regarded as a group of Unaccompanied Minors.

If notification has not been made prior to booking a reservation that this concerns a Group reservation, or if the Group does not meet any of the other conditions applicable to Groups, the Operator will be entitled to refuse the Group admittance upon arrival without restitution of the Total Sum. This applies equally in full if the stay has already commenced.

The Operator has a supplementary policy with regard to Groups and/or Specific Situations as a measure to prevent damage or nuisance. This policy is set out in the Regulations for Groups and/or Specific Situations (Article 9). These Regulations form an integral part of these General Terms and Conditions and apply as such to the Agreement in full. These Regulations cover such items as payment of a supplementary Deposit (upon arrival at the park), the stipulation of a contractual penalty and the provision of a list of the names of all members of the Group. The Operator can, where appropriate, decide to deviate from this policy and set additional conditions.

Discounts

Any discounts must be mentioned immediately upon booking a reservation. Settlement or restitution after this will not be possible.

Discounts do not apply to special package deals, unless explicitly stated otherwise.

Special package deals and discounts apply exclusively to a limited number of Accommodations.

A combination of various discounts is excluded, unless explicitly stated otherwise.

Cancellations and no-shows

In the event of a cancellation, the Holiday Lessee shall owe a fee to the Operator. This fee amounts to:

- for cancellations on the date of arrival: the costs of the first night of the stay;
- for cancellations after the date of arrival: the costs of the period of the stay that has already elapsed plus the costs for one night, whereby the fee payable to the Operator pursuant to the cancellation shall never amount to more than the Total Sum.

During annual fair, bookings for Hotel Marinapark Volendam are subject to the following cancellation conditions (in 2018 from 07/09 till 10/09 and in 2019 from 06/09 till 09/09):

- in the event of cancellation more than three months before the cancellation date, 15% of the rent + 100% of the administration costs.
- in the event of cancellation within three months of the commencement date, 50% of the rent + 100% of the administrative costs.
- in the event of cancellation within one to two months of the commencement date, 75% of the rent + 100% of the administrative costs.
- in the event of cancellation within one month of the commencement date, 90% of the rent + 100% of the administrative costs.
- in the event of cancellation on the day of the commencement date, 100% of the rent + 100% of administration costs.

The cancellation fee will be refunded on a pro rata basis if the Accommodation is reserved by a Third Party in the name of the Holiday Lessee and with written permission from the Operator for the same period or part of this period and the Total Sum has been received by the Operator from this Third Party.

If the Guest does not utilise that to which the Operator has committed in the Agreement nor provides notice of cancellation, this will be treated as a no-show and the Holiday Lessee will be held to pay the Total Sum to the Operator whilst the Operator's obligation to keep the reserved and agreed Accommodation available for the Guest's use shall lapse.

If and insofar as the Agreement extends to the provision of additional services by the Operator for an agreed price, including services relating to the provision of meals and drinks, the foregoing cancellation clause also applies to these services. If and insofar as the Agreement or a supplementary booking extends to the provision of additional services by the Operator at an agreed time but without specifying the scope of the service to be provided and without a price having been agreed for the service (e.g. for booking a table in the restaurant at the Accommodation), the Operator reserves the right to charge the Holiday Lessee or Joint Holiday Lessee or Guest a fee of EUR 10 per person for whom the booking was made if one or more of the individuals for whom the booking was made fail to report to the Operator within 15 minutes after the reserved time for receipt of the relevant service.

Payment

The Holiday Lessee is obliged to pay in euros, unless agreed otherwise, with due observation of the agreed payment terms.

Any costs incurred during the stay must be paid prior to departure.

All reasonable extrajudicial costs incurred by the Operator after issuing the notice of default will be borne by the Holiday Lessee. If the total amount is not paid in due time following a written demand for payment, statutory interest will be charged over the amount still outstanding.

5. PRICES AND CHANGES IN PRICE

The price, or Total Sum, is agreed in accordance with the prevailing rates as set down by the Operator or communicated in some other manner.

If, after the price has been fixed, additional costs are incurred on the part of the Operator as a result of a rise in prices and/or taxes that are directly relevant to the Accommodation or the Holiday Lessee or Joint Holiday Lessee, these may be charged on to the Holiday Lessee, regardless of whether the Agreement has already been concluded.

All prices quoted in the Operator's communication and publicity are in euros and include VAT (MwSt in Germany) at the applicable rate. These prices do not include tourist tax, other taxes and/or levies, and other surcharges (whether or not imposed by the government), unless explicitly stated otherwise. The amount of tourist tax and the extent to which they are owed will vary according to the location of the Accommodation.

Unless otherwise indicated in the Operator's communication and publicity, all costs for the use of additional facilities connected with the Accommodation (e.g. the minibar, sports facilities, swimming pools, wellness facilities, etc.) are not included in the Total Sum.

6. AMENDMENTS OR ADDITIONS TO THE AGREEMENT

If the Holiday Lessee wishes to make any Amendments to the Agreement after it has been concluded, the Operator will be at liberty to determine if, to what extent and at which price these Amendments will be accepted.

If the Operator is willing to accept an Amendment, the Operator will be entitled to charge an Amendment administration fee of up to a maximum of € 17.50 per Amendment. This fee will not be charged if the Amendment concerns an add-on, extension or switch to a more expensive booking period or Accommodation.

If a switch is made to a cheaper booking period or Accommodation, the original Total Sum will still be owed.

In principle, an addition to an existing Agreement is possible, insofar as this does not constitute an Amendment. In the event of such an Amendment, the Operator has the right to agree a new price with the Holiday Lessee. This Amendment will be subject to these General Terms and Conditions, the Regulations and the supplementary rules and regulations as referred to in these General Terms and Conditions. The Operator will not charge any costs for the registration of such additions. The costs incurred for the addition itself do apply, such as the cost of hiring (extra) bed linen or children's furniture.

A stay can, in principle, always be extended if availability permits. The Operator is entitled at all times to refuse a request for an extension.

Amendments and additions can be requested in the same manner as used for booking a reservation. Please refer to the provisions of Article 3.

If the Operator is unable to fulfil the Agreement, in part or in full, owing to circumstances beyond the Operator's control, the Operator will submit a proposal to the Holiday Lessee for an Amendment. This proposal may be rejected. The proposal is deemed to have been accepted by the Holiday Lessee if the Holiday Lessee does not reject the proposal in writing within 14 days after the date stated on the proposal. The Operator will not be held liable for restitution of any loss.

7. ARRIVAL AND DEPARTURE

Arrival

The Accommodation will be available on the arrival date from the time stated on the notice of confirmation or, in default of this, from 3 p.m.

If the Holiday Lessee expects to arrive after the stated time, they must inform the relevant reception desk in good time.

On the departure date, the Accommodation must be vacated by no later than the time stated on the notice of confirmation or, in default of this, at 10 a.m.

If a Guest leaves early they will nevertheless owe the full Total Sum.

The Operator is entitled to terminate the Agreement with immediate effect:

- In the event of failure on the part of the Holiday Lessee, Joint Holiday Lessee(s) and/or Guest to satisfy, in full or in part, the obligations arising from the Agreement, the General Terms and Conditions, the Regulations, the accompanying information and/or government regulations and/or to follow the instructions of security and other staff in the employment of or working on behalf of the Operator, despite prior written or oral warning, to such an extent that it cannot be expected of the Operator, in accordance with the standards of reasonableness and fairness, to continue the Agreement;
- If the Holiday Lessee or Joint Holiday Lessee and/or Guest, despite prior warning, causes nuisance to the Operator and/or Joint Holiday Lessees and/or Guests or disrupts the pleasant atmosphere on or in the direct vicinity of the Accommodation or negatively influences it in any other way;
- If the Holiday Lessee or Joint Holiday Lessee and/or Guest, despite prior warning, acts in contravention of the purpose for which the Accommodation is intended;
- If, in the opinion of the Operator, the Operator is at risk of suffering loss or damage in the event the Agreement is continued.

After the Agreement has been terminated the Holiday Lessee will immediately leave the Accommodation and the park premises, taking along all of their personal possessions. In such a case the rules and regulations for leaving the Accommodation in good condition remain in full force. The Holiday Lessee will be held to pay the Total Sum.

8. THE ACCOMMODATION, PARK AND FACILITIES

General

Rights may only be derived from the room number on the reservation/confirmation if the preference surcharge has been paid as specified on the reservation and/or confirmation. The Operator reserves the right not to honour the request for a preference.

In the unlikely event that the room number specified on the booking receipt is unavailable, a suitable alternative will be offered.

The artist impressions/photos on the website and in the magazine or in other communication or publicity of the Operator provide the most truthful representation possible of the Accommodation. No rights may, however, be derived from these.

Use

Accommodations may never be inhabited as a primary residence. Guests are obliged to have a permanent place of residence elsewhere as registered in the municipal personal records database. Availability or unavailability of a permanent place of residence falls under the responsibility of a Guest and can never be held against the Operator.

Using the Accommodation for any purpose other than its intended recreational purpose is prohibited.

The Accommodation may not be made available to Third Parties without the prior written permission of the Operator. The Operator is entitled to grant permission subject to specific conditions that must be laid down in writing.

It is not permitted to use the Accommodation for more persons than it was furnished to accommodate. In deviation from this rule, some Accommodations permit the maximum number of persons to be extended by one or two children up to the age of three. The Accommodations have not been furnished to accommodate this as standard. Notification must be made when booking a reservation. The Operator will then notify the Holiday Lessee whether the request can be honoured.

In principle, children's furniture can be hired. However, not every Accommodation is suitable for the placement of additional children's furniture. Notification must be made when booking a reservation.

Cleaning/maintenance

The Holiday Lessee and/or Joint Holiday Lessee must notify the Accommodation's reception desk immediately or at least within two hours after arrival if, in the opinion of the Holiday Lessee and/or Joint Holiday Lessee, the Accommodation was not provided in impeccable or complete condition upon arrival. If such notification is not made, or not made in due time, no appeal can be made regarding an alleged deficiency in regard of the Accommodation.

During the term of the Agreement, Guests are obliged to maintain the Accommodation and its direct vicinity in the same condition in which it was found upon their arrival.

The Operator reserves the right to charge the Holiday Lessee and Joint Holiday Lessee additional cleaning and other costs if the Accommodation has not been used properly and/or not been vacated in a proper condition.

The Operator, or a party acting on its behalf, reserves the right to start cleaning activities in or around the Accommodation at 8 a.m.

Maintenance and other work may need to be performed to the Accommodation during the stay, without this leading to any entitlement to compensation. The Operator will make every effort to avoid or minimise disturbance.

The Operator, or a party acting on its behalf, is always authorised to enter an Accommodation for inspection and/or maintenance purposes, without entitling the Holiday Lessee or Joint Holiday Lessee to a full or partial refund of the amounts paid or due. Furthermore, the Operator is authorised to temporarily decommission buildings and systems for maintenance purposes, without entitling the Guest to a full or partial refund of the Deposit or rental or other amounts paid or due.

Facilities and organisation of the grounds

Not all Facilities at the Accommodation, including catering facilities, are open year-round. The Operator reserves the right to make changes to the set-up and opening hours of the Facilities in and around the Accommodation.

9. RULES IN REGARD TO THE ACCOMMODATION/PARK REGULATIONS/REGULATIONS FOR GROUPS AND/OR SPECIFIC SITUATIONS

Each Accommodation has its own house rules (e.g. the Park Regulations) with supplementary rules regarding a stay in the park and the use of the Facilities.

Violation of the General Terms and Conditions and/or the Park Regulations and/or the Regulations for Groups and/or Specific Situations (and the supplementary rules and regulations that apply to each Accommodation) and additionally any failure to follow the instructions of security and other staff employed by the Operator or working on the operator's behalf may lead to the expulsion from the Accommodation of the entire group (Family or Group), who will be denied access to the Accommodation without any right to a refund of the Total Sum.

A warning will generally be issued first. In cases deemed urgent by the Operator a warning may be omitted and the Holiday Lessee or Joint Holiday Lessee and/or Guest concerned will be removed from the park immediately and denied further access to the Accommodation. In such cases an initial warning may be omitted. The Operator reserves the right to charge a Deposit per person upon arrival at the Accommodation or after a warning (initial or subsequent) has been issued.

Depending on the seriousness of the violation, but in any case after a second violation, the Holiday Lessee or Joint Holiday Lessee will be fined a sum of € 50 per person that can be settled with the Deposit (if applicable), without prejudice to the Operator's right to charge the Holiday Lessee or Joint Holiday Lessee additional compensation for damages. In the event of a second or very serious violation, the Operator is entitled to expel the entire Group (or Family) from the Accommodation and deny access to the Accommodation to all persons specified in the Agreement. This penalty regulation applies to the entire Group, even if only part of the Group has acted in violation of the regulations.

10. LEGISLATION AND REGULATIONS

Accommodations

The Operator will ensure at all times that both the interior and the exterior of the Accommodation satisfy all environmental and safety regulations that are (and may be) imposed on Accommodations by government legislation.

Holiday Lessees are obliged to strictly observe all safety regulations that apply on the grounds. They will also ensure that Joint Holiday Lessees and/or Guests and/or Third Parties visiting or staying with them will also strictly observe the safety and other regulations that apply at the Accommodation.

11. PETS

Reservations for pet-friendly Hotel Rooms can only be made upon request by telephone or e-mail.

12. LIABILITY

- a. The Operator does not accept any liability whatsoever for:
1. Accidents, theft, loss or damage of whatever nature during or arising from a stay in the Accommodation or the Facilities offered. This liability extends to items left behind in the Accommodation by Guests.
 2. Technical equipment that breaks down or is taken out of operation and Facilities that are unavailable or closed in the Accommodation.
 3. Information provided orally.
 4. Nuisance and/or inconvenience caused by Third Parties outside of the Operator's scope of responsibility.
 5. Consequences resulting from participation in sports lessons, adventures and activities organised in or near the Accommodation.
 6. Errors (in print and otherwise) and mistakes on the website, in the magazine and otherwise, that can be recognised as such. These are not binding upon the Operator.
 7. Disruptions in the provision of services or faults in services provided by Third Parties, such as the care to be provided by a care provider within the context of a Care Arrangement.
 8. Services provided by Third Parties within the context of the Agreement concluded between the Operator and the Holiday Lessee and Joint Holiday Lessee, if applicable.
 9. Damage resulting from having the property of a Guest moved by the Operator's staff.
 10. Consequences of extreme weather conditions or other forms of force majeure, unless in the case of gross negligence or intent on the part of the Operator.
- b. The Operator is liable for disruptions to utility services, unless it is able to invoke force majeure.
- c. The Holiday Lessee indemnifies the Operator against all claims for damages by Third Parties that are attributable, in part or in their entirety, to any act or omission on the part of the Holiday Lessee and/or their fellow travellers and/or other Guests who are in the Accommodation at the invitation of or on behalf of the Holiday Lessee.
- d. Holiday Lessees, Joint Holiday Lessees and/or their Guests are severally liable for all damage to the Operator and/or any Third Party arising directly or indirectly from their stay. This includes, but is not restricted to, damage arising from acts or omissions attributable to these persons themselves or Third Parties who are in the Accommodation at their invitation and/or damage caused by any pets and/or items for which they are responsible. Damage must always be reported to Accommodation's reception desk immediately by the Holiday Lessee, Joint Holiday Lessee and/or their Guests and compensated for directly, unless it can be demonstrated that none of these parties can be blamed for the damage.
- e. If Holiday Lessees, Joint Holiday Lessees and/or their Guests have in any way caused damage to the Operator or the Operator's Guests (or to their property) and/or caused or were involved in a disturbance and/or have misbehaved in any other way at the Operator's Accommodation and/or acted in violation of the applicable regulations and/or standards and/or behaved in such a way or acted in a way that, in the opinion of the Operator, is contrary to its own or any Third Party's interests, the Operator may decide that these persons are no longer welcome at the Accommodations owned or managed by the Operator and may at all times deny such persons access to any and all of these Accommodations without rendering the Operator liable for compensation.
- f. If Holiday Lessees, Joint Holiday Lessees and/or their Guests as referred to in the previous section are nevertheless in any way involved in a reservation for which a definitive or non-definitive confirmation and/or invoice was issued, by the fully automatic processing program or otherwise, and/or if such persons attempt to gain access in any other way to an Accommodation as referred to in the previous section, this will be construed as an attributable shortcoming in their fulfilment of the Agreement, entitling the Operator to terminate the Agreement and/or deny such persons access to the Accommodation in which the reserved accommodation is located, without rendering the Operator liable for compensation and without any obligation on its part to refund any amounts already paid.

g. The Operator is obliged to take appropriate measures in response to a Holiday Lessee reporting a disturbance caused by other Guests.

h. Any liability on the part of the Operator is limited to the amount covered by the Operator's applicable third-party liability insurance policy. The Operator's statutory liability for any damage other than damage resulting in physical injury or death is limited to a maximum of € 455,000 per event. The Operator is obliged to take out insurance for this.

13. PRIVACY

a. The personal details of Guests are recorded in the Operator's address files. These details are used exclusively for responsible business operations and additionally for the advertisement by post or e-mail of special offers of a commercial nature by the Operator or Third Parties carefully selected by the Operator. The Operator does not provide information to Third Parties that violates the privacy of Holiday Lessees, Joint Holiday Lessees or Guests, save in cases in which the Operator calls in the police in connection with a violation of the Park Regulations and/or acts which, in the opinion of the Operator, potentially constitute a criminal offence, or in situations that demand emergency first aid.

b. Holiday Lessees who prefer not to receive advertising material from the Operator or object to the Operator passing their personal details on to Third Parties can notify Roompot Parcs accordingly by sending a written message to Roompot Parcs, P.O. Box 12, (NL) 4493 ZG Kamperland, The Netherlands or an e-mail to info@roompot.nl. The address file is registered with the Dutch Data Protection Authority (College Bescherming Persoonsgegevens, CBP) under No. m1012567.

c. By providing their e-mail addresses, Holiday Lessees who book their reservations by telephone consent to the Operator sending commercial special offers to those e-mail addresses.

d. Guests who are photographed by chance during their stay and whose photographs are used in a publication by or on behalf of the Operator are presumed to consent to such use.

14. DEPOSIT AND SETTLEMENT

The Operator reserves the right to charge an additional Deposit and/or fee for the hire of bed linen and/or cleaning fee in specific situations, such as upon the booking of a reservation or upon the arrival of a Group (pre-announced or not), per Group or per individual Guest in that Group.

The Operator is entitled at all times to settle claims (e.g. amounts due, fines and compensation for damages) on Holiday Lessees and the Guests included in the Agreement, for whatever reason, against all amounts paid by the latter, including the Deposit or additional Deposit. If necessary, an additional invoice will be sent.

The Deposit or additional Deposit or the remaining amount will be transferred to the Holiday Lessee's bank account within seven days after departure. Refunding the Deposit does not imply relinquishment of any right to claim damages or compensation in any form whatsoever.

The right to refunding of the Deposit expires one year after the departure date.

Amounts under € 10 are not refunded.

15. OTHER PROVISIONS

Choice of law

All Agreements concluded between the Operator and the Holiday Lessee are governed by Dutch law.

Complaints

Het vijf-sterren-resort Cape Helius wordt omringd door de natuur, grenst aan het Haringvliet én het historische centrum van Hellevoetsluis. Hier komt u even helemaal tot rust in een comfortabele hotelkamer. Met een jachthaven voor de deur is het hier een summum van luxe. Stap de deur uit en maak een heerlijke wandeling over het strand in de buurt of trek eropuit en verken het prachtige Zeeland.

Dispute settlement procedure

The Dutch court is solely competent to take cognisance of disputes. Disputes that are not prescribed by law to be submitted to a specific court may only be submitted to the District Court of Zeeland-West-Brabant, Middelburg location.