

# GENERAL CONDITIONS



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## GENERAL TERMS AND CONDITIONS ROOMPOT TRAVELS & ROOMPOT PARTNERS

1. Definitions
2. Applicability of the General Terms and Conditions
3. Realization of the Agreement
4. Cancellation or change of the Agreement
5. Financial provisions
6. Obligations of Roompot Travels & Roompot Partners
7. Obligations of Holidaymaker and Fellow Holidaymaker
8. (use of) Accommodation
9. Facilities (in or outside the Park)
10. Travel information
11. Complaints
12. Liability
13. Privacy
14. Applicable Law and Competent Judge
15. Other provisions

# 1. DEFINITIONS

**Accommodation:** All holiday homes equipped for recreational purposes (such as, for instance, tent, mobile home, bungalow, apartment and the like).

**Accommodation provider:** the owner and/or the manager appointed by him or her of the Accommodation to be rented, not being Roompot Travels & Roompot Partners.

**General Terms and Conditions:** these general terms and conditions of Roompot Travels & Roompot Partners pertaining to agreements concluded concerning the rent of accommodation made available by an accommodation provider, not being Roompot Travels & Roompot Partners.

**Booking form:** the form on which the Holidaymaker fills in all required details with the aim of making a booking for the rent of an Accommodation.

**Third Parties:** others than Roompot Travels & Roompot Partners and/or the (Fellow) Holidaymaker.

**Facilities:** all facilities within or without the parks that can be used on the basis of the agreement.

**Guests:** all persons falling within the notion of holidaymaker and Fellow holidaymaker and using the accommodation and/or facilities of the parks, as well as visitors of the park.

**Roompot Travels & Roompot Partners:** the trade and brand names for the booking of Accommodation that is managed by third parties.

**Fellow holidaymaker:** the persons that are signed up by the holidaymaker upon booking and/or are part of the travelling party.

**Agreement:** the agreement to rent an Accommodation by the Accommodation provider, which Accommodation is offered through Roompot Travels or Roompot Partners with the accompanying General terms and conditions.

**Park:** the park where the Accommodation is located.

**Park regulations:** the regulations used by the Accommodation provider for the use of the Accommodation and/or the Park.

**Holidaymaker:** the (legal) person that makes the booking, thus becoming the other party of Roompot Travels or Roompot Partners.

**Travel sum:** basic rent costs including any discounts and additional costs, excluding any expenses incurred in situ.

**In writing:** by letter, fax or email.

**Guarantee deposit:** an amount that is charged prior to or during the stay as an advance to cover the costs of any damage caused by or on account of the guest. Any claimable contractual penalties can also be settled with the guarantee deposit.

**Website:** the website(s) that Roompot Travels & Roompot Partners use for offering Accommodations.

## 2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all offers made by Roompot Travels of Roompot Partners and to all agreements concerning rent of accommodations concluded with the Accommodation provider through the mediation of Roompot Travels or Roompot Partners. These conditions are an inseparable part of the agreement.

## 3. REALIZATION OF THE AGREEMENT

### 3.1 Booking

3.1.1. Accommodation can be booked both by phone and online. These two ways of booking are binding to both parties.

#### Booking online

3.1.2. An agreement under suspending condition is made up between the Holidaymaker and the Accommodation provider concerning the rent of an Accommodation that is offered explicitly through Roompot Travels or Roompot Partners on the websites if the Holidaymaker agrees with the General Terms and Conditions (of Roompot Travels & Roompot Partners)

the Holidaymaker fills in all details required for making the booking online and then makes the booking permanent using the button 'confirm'.

3.1.3. Each booking received through the Websites is confirmed by Roompot Travels or Roompot Partners with an email to the Holidaymaker, which means that the booking has been received and processed. This makes the booking binding for the Holidaymaker.

3.1.4. After receipt of the booking, it is checked for correctness by Roompot Travels & Roompot Partners. If the booking is correct, the suspending condition as mentioned under 3.1.2. has been fulfilled and the Agreement is realized.

3.1.5. If the Holidaymaker did not receive a confirmation of receipt by email, something may have gone wrong with the booking, and the Holidaymaker should contact Roompot Travels or Roompot Partners; if he or she fails to do so, he or she cannot make a claim on the booking.

#### Booking by phone

3.1.6. The Holidaymaker can also make a booking through the call centre of Roompot Travels & Roompot Partners. The Phone number is mentioned on the website.

3.1.7. An Agreement is realized through a booking by phone.

#### Confirmation invoice

3.1.8. After the booking through the website or by phone has been checked and processed, the Holidaymaker will receive the confirmation invoice from Roompot Travels or Roompot Partners by email (or by mail, on request of the Holidaymaker). If this confirmation email is not received within five days of booking, the Holidaymaker should contact Roompot Travels or Roompot Partners; if he or she fails to do so, he or she cannot make a claim on the booking. The Holidaymaker must check the booking confirmation for correctness. Errors must be reported to Roompot Travels or Roompot Partners within 24 hours of receipt of the confirmation at the latest.

#### Refusal of booking

3.1.9. Some Accommodation providers do not accept bookings made by a travelling party consisting of youngsters. Roompot Travels & Roompot Partners therefore reserves the right to refuse these bookings.

3.1.10. Roompot Travels & Roompot Partners also reserves the right to refuse a booking if it is suspected that the Accommodation will be used in breach of these General Terms and Conditions.

### 3.2. Revocation Right

3.2.1. Bookings made are legally definitive for the Holidaymaker. A revocation right (the so-called right of return) as referred to in the Dutch Civil Code, does not apply to services concerning the rent of Accommodations.

### **3.3. Holidaymaker**

3.3.1. The Holidaymaker of the trip must be at least 21 years of age at the moment of booking.

3.3.2. The Holidaymaker is severally liable for observance of his or her obligations, emanating from the Agreement.

3.3.4. All correspondence is conducted via the Holidaymaker's address.

## **4. CANCELLATION OR CHANGE OF THE AGREEMENT**

### **4.1. Cancellation by the Holidaymaker**

A holiday may have to be cancelled due to unforeseen circumstances. In that case the Holidaymaker or his/her replacement must report this to Roompot Travels or Roompot Partners in writing or by phone (during office hours). In most cases, cancellation or change involves additional costs.

4.1.1. Cancellation with a cancellation insurance. Taking out a cancellation insurance through Roompot Travels & Roompot Partners.

- a) An option is offered on the confirmation invoice for taking out a cancellation insurance.
- b) The costs of this insurance are mentioned on the confirmation invoice.
- c) If the (Fellow) Holidaymaker wishes to take out a cancellation insurance, he/she will pay the costs in the first instalment payment; if he/she fails to do so, the (Fellow) Holidaymaker cannot make any (claim) on the cancellation insurance offered.

In case the cancellation insurance offered was taken out correctly:

If the reason of cancellation falls under the conditions of the cancellation insurance, the Holidaymaker will receive a cancellation invoice from Roompot Travels & Roompot Partners on behalf of the Accommodation provider and an accompanying letter.

4.1.2. Cancellation in accordance with the general conditions of sale

If the (Fellow) Holidaymaker has not taken out a cancellation insurance, or if the reason for cancellation does not fall under the insurance conditions referred to in 4.1.1., the booking is cancelled in accordance with the conditions below. In addition to the booking and preference costs owed (and any costs of the cancellation insurance), the (Fellow) Holidaymaker owes the following amounts:

- In case of cancellation up to the 42th day (exclusive) prior to the day of departure: 30% of the travel sum;
- In case of cancellation from the 42th day (inclusive) up to the 28<sup>th</sup> day (exclusive) prior to the day of departure: 60% of the travel sum;
- In case of cancellation from the 28<sup>th</sup> day (inclusive) up to the day of departure: 90% of the travel sum;
- In case of cancellation on the day of departure or later: the entire travel sum.

### **4.2 Cancellation by Roompot Travels & Roompot Partners**

4.2.1. In case of force majeure or unforeseen circumstances, Roompot Travels or Roompot Partners can cancel the booking on behalf of the Accommodation provider. Unforeseen circumstances include, but are not confined to:

- a) The Accommodation being no longer suited for rent (for instance: due to flooding, forest fire or non-performance of the accommodation provider).
- b) The Accommodation being no longer available (for instance due to unexpected sale of the Accommodation by the Accommodation provider, a double booking or bankruptcy of the Accommodation provider).

4.2.2. Roompot Travels or Roompot Partners will inform the Holidaymaker immediately of and give reasons, by phone or in writing.

4.2.3. In this case, Roompot Travels or Roompot Partners will try to offer an equivalent accommodation for the same travel sum. This equivalence of the alternative Accommodation will be gauged by Roompot Travels or Roompot Partners on the basis of location, the category of the Accommodation and the facilities notified upon booking.

4.2.4. If Roompot Travels or Roompot Partners cannot make a fitting alternative offer or the Holidaymaker does not accept the alternative offered, Roompot Travels or Roompot Partners will refund the travel sum wholly or partly paid, without being bound to pay any compensation.

4.2.5. Roompot Travels & Roompot Partners are never responsible for the costs of any services booked by the (Fellow) Holidaymaker him/herself (for instance: airplane tickets, car rent, ferry crossing, bus travels etc.).

### **4.3. Change of the Agreement**

4.3.1. After the booking confirmation has been made, the Holidaymaker can apply for changes in the booking made, insofar as these are possible according to Roompot Travels & Roompot Partners and/or the Accommodation provider.

4.3.2. Roompot Travels & Roompot Partners will charge € 25 per booking for such changes on behalf of the Accommodation provider.

4.3.3. In case of change of Accommodation, the conditions for cancellation as referred to in article 4.1. apply in full, with the terms referred to in article 4.1.2. being based on the first booking.

4.3.4. If the Holidaymaker wants to make a change, he/she must inform Roompot Travels or Roompot Partners of this in writing or by phone.

4.3.5. If a change is not possible, the original booking continues to apply. Roompot Travels or Roompot Partners will inform the Holidaymaker of this as soon as possible after the change request.

4.3.6. If a Fellow Holidaymaker from the travelling party is unable to participate, the vacant spot can be filled by another person, provided that this person meets all conditions of the Agreement.

4.3.7. If another Fellow Holidaymaker is added, it may be that this involves additional costs. The rates per person are mentioned on the Websites, if applicable.

4.3.8. If the Holidaymaker is unable to participate, the vacant spot can be filled by another person. In that case the booking is taken over by another person. For such a change the conditions concerning 'taking over a booking' as referred to in article 4.3.9.

4.3.9. If a booking is taken over wholly or partly by another group, Roompot Travels or Roompot Partners can change the booking, if the Accommodation and Accommodation provider permit this change. In that case the following conditions apply:

- When a booking is taken over, modification costs of € 25 will be charged.
- The Holidaymaker will report the takeover to Roompot Travels or Roompot Partners in writing.
- Amounts already paid will be considered as being paid by the party taking over. The transferring party and the party taking over must arrange this by mutual agreement.

## **5. FINANCIAL PROVISIONS**

### **5.1. Travel sum and costs**

5.1.1. The prices mentioned are per Accommodation per week, weekend or midweek unless otherwise stated (where applicable).

5.1.2. In the case of special offers, in which a couple of nights free stay is offered, the cheapest nights will be deducted from the travel sum.

5.1.3. A combination of discounts is not possible.

5.1.4. Roompot Travels, Roompot Partners and the Accommodation provider reserve the right to change the Travel sum if increases in government levies or taxes justify this.

5.1.5. Any discount actions do not apply to existing bookings/bookings already made.

5.1.6. Settlement of the booking takes place on the expense and risk, and in the name of the Accommodation provider concerned.

5.1.7. If the Holidaymaker wishes to receive a VAT invoice for the rent sum, he must apply for this with the Accommodation provider.

### **5.2. Other costs**

5.2.1. These are the fixed costs connected to the booking (such as obligatory reservation costs)

5.2.2. These other costs must be paid upon booking to Roompot Travels or Roompot Partners.

5.2.3. The costs included in the booking confirmation will flow to the Accommodation provider, unless otherwise stated on the booking confirmation.

### **5.3. Optional costs**

5.3.1. Optional costs are costs connected to an option such as a cancellation insurance.

5.3.2. Optional costs are paid upon booking to Roompot Travels or Roompot Partners.

5.3.3. The costs included in the booking confirmation will flow to the Accommodation provider, unless otherwise stated on the booking confirmation.

#### **5.4. Costs to be paid on site / guarantee sum**

5.4.1. The costs that must be paid on site include:

- The obligatory additional costs (for instance for electricity, heating and gas).
- Any costs for booked optional facilities to be used on site must be indicated on the website (for instance children's bed, bed linen, taking a pet)
- Any taxes or levies owed (such as tourist tax, environmental tax)

5.4.2. The exact information on the costs to be paid on site can be found per Park/Accommodation on the Website, and it is not excluded that the height of these costs may have changed between the booking of the Accommodation and arrival on site and/or that new government levies have taken effect. The costs applicable on the moment of arrival will be owed. Roompt Travels or Roompot Partners are not liable for this type of changes, as they fall outside the influence of Roompt Travels or Roompot Partners.

5.4.3. Holidaymaker will pay a guarantee sum to the Accommodation provider upon arrival, or hand over a written authorisation for the cashing of a guarantee sum. The method of payment of the guarantee sum can be different with each Accommodation provider. Roompt Travels or Roompot Partners will decide in what way the guarantee sum must be paid by the Holidaymaker.

5.4.4. Any damage to the Accommodation, inventory or Park caused during the rental period additional cleaning costs due leaving the Accommodation not tidied up and any costs to be paid on site can be offset against the guarantee sum. If the guarantee sum is not sufficient to cover this damage or these costs, the (Fellow) Holidaymaker will have to pay the deficit on site.

5.4.5. It may occur that if the (Fellow) Holidaymaker leaves outside the departure times agreed, he/she will not get the guarantee sum back.

5.4.6. Roompt Travels or Roompot Partners take no responsibility whatsoever for charging and/or repay of this guarantee sum and the costs referred to in this article.

#### **5.5. Layout of the booking confirmation**

5.5.1. The following costs are mentioned on the booking confirmation:

- The Travel sum
- The obligatory fixed costs including booking costs
- The optional costs (for the cancellation insurance)

#### **5.6. Payment**

5.6.1. The following costs must be paid upon receipt of the booking confirmation:

*Up to 71 days prior to arrival*

Within 14 days: 50% of the travel sum

2 months before arrival the remaining amount

*Between 24 and 70 days prior to arrival:*

Within 14 days after booking the entire amount

*Between 15 and 23 days prior to arrival:*

Within 5 days after booking the entire amount

*Between 4 and 14 days prior to arrival:*

Within 1 day after booking the entire amount

*Between 0 and 3 days prior to arrival:*

Payment must be received on the day of arrival (transfer immediately)

5.6.2. The total amount of the booking confirmation must always have been fully paid before the rental period starts.

5.6.3. After receipt of the entire amount mentioned on the booking confirmation, the travel documents are sent to the Holidaymaker as soon as possible. The Holidaymaker will receive the travel documents not later than 2 weeks prior to arrival.

5.6.4. Last-minute bookings are exceptions to this article.

### **5.7. No payment within the payment term**

5.7.1. If the payment terms agreed upon are exceeded, Roompot Travels & Roompot Partners reserve the right to cancel the booking and hold the Holidaymaker responsible for the expenses made.

5.7.2. In this case, the conditions of cancellation apply in accordance with article 4.1.2. and the amounts already paid will be offset against the cancellation costs.

5.7.3. Roompot Travels or Roompot Partners reserve the right to hand over the claim on behalf of the Accommodation provider to a third party (e.g. a collection agency). All legal and extrajudicial costs involved, as well as the (legal) interest will be charged to the Holidaymaker.

## **6. OBLIGATIONS OF ROOMPOT TRAVELS & ROOMPOT PARTNERS**

6.1.1. Roompot Travels & Roompot Partners will make an effort to update the information they provide on the Website as soon as possible after receiving additional information from the Accommodation provider, in accordance with the information provided.

6.1.2. Roompot Travels & Roompot Partners are not responsible for any lack of information on the Website not received (in time) from the Accommodation provider.

## **7. OBLIGATIONS OF HOLIDAYMAKER AND FELLOW HOLIDAYMAKER**

### **7.1. Compliance with obligations from the General Terms and Conditions and Park Regulations**

7.1.1. The Holidaymaker and Fellow Holidaymaker and any guests undertake to comply properly with all obligations included in these General Terms and Conditions and Park Regulations, unless it is an obligations apparently belonging to Roompot Travels, Roompot Partners or the Accommodation provider.

7.1.2. The (Fellow) Holidaymaker is obliged to inform him/herself, before entering into the Agreement, of the Park Regulations or other specific regulations belonging to the Accommodation chosen by him/her as referred to in article 8.3.

7.1.3 Non-compliance with these obligations will be considered an imputable failure in the compliance of the Agreement, leading to liability of the Holidaymaker to Roompot Travels or Roompot Partners.

## **8. (USE OF) ACCOMMODATION**

### **8.1. Condition of the Accommodation and nature of use**

8.1.1. The Accommodation is made available by the Accommodation provider to the (Fellow) Holidaymaker in good condition. If the (Fellow) Holidaymaker thinks that this is not the case, he must report this immediately.

8.1.2. The Holidaymaker is obliged to treat the rented property and its inventory with care. Tenant will leave the rented property in an orderly and broom-clean state upon departure. All damaged caused to the rented property by the (Fellow) Holidaymaker, must be reported by the Holidaymaker to the Accommodation provider prior to departure, and must be paid immediately (to the manager/reception).

8.1.3. If the Accommodation is left not clean or with damage to, for instance, the inventory, part of the total guarantee sum, as referred to in article 3.5., can be deducted.

8.1.4. The Accommodation may exclusively be used for recreational purposes, unless expressly otherwise agreed in writing. In any case, recreational purposes are not understood to be using the Accommodation during the period that one or several of the users of this/these Accommodation(s) carry/carries out work, regardless if this is paid or unpaid, or takes place inside or outside an employment relationship.

## **8.2. Maximum number of persons/visitors permitted**

8.2.1. Use of the booked Accommodation with more than the maximum number of persons intended for that Accommodation (including children and babies) as mentioned on the Website ([www.roompot.nl](http://www.roompot.nl)) is not permitted. In that case, the Accommodation provider can refuse the (Fellow) Holidaymaker access to the Accommodation, and the Holidaymaker will have no right to compensation.

8.2.2. It is not permitted to receive visitors or let them spend the night without prior approval by the Accommodation provider.

## **8.3 Detailed conditions for use**

8.3.1. The Accommodation is located in a Park, building or other environment not managed by Roompot Holidays.

8.3.2. The Accommodation provider is entitled to set conditions (such as rules of behaviour and dress codes) for the use of the Accommodation and/or the Park or the building in which it is located. This also applies to the use of the facilities offered. These conditions are included in the (Park) regulations belonging to the Accommodation concerned.

8.3.3. The (Park) regulations can be found and downloaded from the Website and/or is sent to the (Fellow) Holidaymaker free of charge on his/her request.

8.3.4. The (Fellow) Holidaymaker accepts the conditions of these (Park) regulations and will comply with the rules laid down in them.

8.3.5. If the (Fellow) Holidaymaker acts in conflict with the provisions in the Agreement, the General Terms and Conditions, the Park regulations and/or the general rules of morals and decency, the Accommodation provider, on behalf of Roompot Travels or Roompot Partners, is entitled to terminate the Agreement with the Holidaymaker with immediate effect and remove the (Fellow) Holidaymakers from the Accommodation and the Park or have them removed, without Roompot Travels or Roompot Partners being obliged to refund any amounts paid by the Holidaymaker and without prejudice of the right of Roompot Travels or Roompot Partners to compensation for damages.

## **8.4 Choice of Accommodation**

8.4.1. The Holidaymaker him/herself is responsible for the choice of an Accommodation that meets his wishes or demands or those of his Fellow Holidaymaker(s).

8.4.2. Roompot Travels & Roompot Partners are not liable for an Accommodation and/or the Park not being sufficiently suited and/or adjusted to the wishes/demands of the (Fellow) Holidaymaker(s).

## **8.5. Pets**

8.5.1. As a general rule, pets are not permitted in the Accommodations offered, unless it is expressly indicated that they are.

8.5.2. If pets are permitted in the Accommodation, they must be reported at all times.

8.5.3. Reporting of pets after the booking will be considered a change as referred to in article 4.3., and must meet its conditions.

8.5.4. Taking pets without reporting them may be cause for the Accommodation provider to refuse access to the Park and/or the Accommodation, even if the Website indicates that pets are permitted.

8.5.5. Additional (cleaning) costs and conditions may be involved in the taking of pets.

8.5.6. Pets must at all times verifiably meet the health and vaccination requirements of the country where the Accommodation is located. Not meeting these requirements or not being able to prove that the requirements are met, may be cause for the Accommodation provider to not admit the pet in the Accommodation or the Park.

8.5.7. The Holidaymaker is and remains liable at all times for any damage caused by the pet to the Accommodation provider and/or Third Parties, even if this damage is the consequence of not meeting the requirements referred to under 8.5.6.

# **9. FACILITIES (IN OR OUTSIDE THE PARK)**

## **9.1. Opening hours and costs**

9.1.1. In the descriptions of the Accommodation on the Website information is given about the facilities offered, indicating any costs known to Roompot Travels & Roompot Partners. Roompot Travels & Roompot Partners process all data known to them about presence, costs and opening hours of all



facilities with great care. If Roompot Travels & Roompot Partners is informed of any changes, these will be indicated on the Website at the Accommodation concerned.

9.1.2. If no costs are mentioned for the use of facilities, this does not mean that use of these facilities is free.

9.1.3. Roompot Travels & Roompot Partners are not liable for any costs unexpectedly charged or changed on site for the use of facilities or services offered by third parties.

9.1.3. Roompot Travels & Roompot Partners cannot guarantee that the facilities mentioned on the Website are always available. Especially outside the peak season some facilities may be closed. In many cases facilities at an Accommodation are leased to third parties, so Roompot Travels, Roompot Partners and/or the owner of the Accommodation concerned has no imperative influence on the opening hours. This applies, for instance, to a restaurant, swimming pool, supermarket and animation etc. It also applies to such facilities in the environment of the Accommodation.

## 10 TRAVEL INFORMATION

### 10.1. Travelling to and from the Accommodation

10.1.1. Travelling to and from the booked Accommodation is arranged by the (Fellow) Holidaymaker him/herself, and is entirely at his/her expense and risk.

### 10.2. Arrival and departure

10.2.1. The times of arrival and departure are different for each Park or Accommodation and are indicated on the route description or travel voucher.

10.2.2. Arriving earlier is at one's own risk.

10.2.3. If a belated arrival is expected, the Holidaymaker must report this immediately by phone to the manager of the booked Accommodation.

10.2.4. If the phone is not answered, the Holidaymaker must contact Roompot Travels or Roompot Partners by phone.

10.2.5 If the provisions under 10.2.3. and/or 10.2.4. are not met, the Accommodation will remain booked for the Holidaymaker for a maximum of 24 hours after the arrival time expires.

10.2.6. If the Holidaymaker does not arrive within 24 hours or reports otherwise to the Accommodation, Roompot Travels or Roompot Partners within this period, the booking is considered to be cancelled under the conditions of article 4.1. of these General Terms and Conditions.

### 10.3. (Travel)documents and other obligations

10.3.1. The (Fellow) Holidaymaker must take care of all required (travel)documents and/or obligatory vaccinations for persons and pets. Roompot Travels & Roompot Partners take no responsibility whatsoever for any faults in the travel documents or lack of obligatory vaccinations or declarations of health.

## 11. COMPLAINTS

Roompot Travels & Roompot Partners distinguish between complaints prior to the holidays and complaints arising from your stay.

### 11.1. A complaint prior to your holiday

11.1.1. Complaints about the booking process, the Website, information provision or service by Roompot Travels & Roompot Partners are always submitted to Roompot Travels or Roompot Partners. They will try to solve these complaints as soon as possible.

### 11.2. A complaint about the Accommodation and/or the Park

11.2.1. If the (Fellow) Holidaymaker has a complaint about the Accommodation, the Park or the facilities, he/she must always submit this to the Accommodation provider or the reception of the Park in question first, enabling them to solve the complaint immediately.

11.2.2. If a solution is not reached, the (Fellow) Holidaymaker can contact Roompot Travels or Roompot Partners, so they can try to reach a solution as soon as possible. Roompot Travels or Roompot Partners will try to solve the complaint within 48 hours.

11.2.3. Contacting Roompot Travels & Roompot Partners outside office hours is exclusively intended for emergencies and serious complaints.

11.2.4. If the (Fellow)Holidaymaker fails to report his/her complaint by phone or in writing to Roompot Travels or Roompot Partners during his/her stay, so they are not enabled to solve the complaint, the (Fellow) Holidaymaker cannot make a claim to Roompot Travels or Roompot Partners at a later stage. Any right to compensation will lapse in that case.

### **11.3. Complaint Procedure**

11.3.1. A complaint (by phone) submitted to Roompot Travels or Roompot Partners which is not solved to the satisfaction of the (Fellow) Holidaymaker, must be submitted in writing and with motivation to Roompot Travels or Roompot Partners within 2 weeks after the date of departure, with photos and/or other evidence.

11.3.2. Complaints submitted later will not be taken into account.

11.3.3. After receipt of the complaint by Roompot Travels or Roompot Partners, the (Fellow) Holidaymaker will receive a confirmation of receipt within a month. This confirmation states how the further procedure of the complaint will be.

## **12. LIABILITY**

### **12.1. Limitation of liability of Roompot Travels & Roompot Partners**

12.1.1. Roompot Travels & Roompot Partners are not liable for loss and/or theft (including money), damage of properties, damage or injuries caused to the (Fellow) Holidaymaker through whatever cause.

12.1.2. The use of all facilities and services at the holiday destination is for the (Fellow) Holidaymaker's own risk.

Roompot Travels & Roompot Partners cannot accept any liability for unexpected (construction) activities in the vicinity of the booked Accommodation, work on access and/or main roads, noise nuisance from, for instance, neighbours, church bells, cars, trains or agricultural machinery, pest infestations and environmental problems in the vicinity of the Accommodation.

12.1.5. Evident mistakes or errors on the Website(s) do not bind Roompot Travels & Roompot Partners.

12.1.6. Roompot Travels & Roompot Partners are not responsible for the correctness of (photo) materials provided and/or composed by third parties.

12.1.7. The Websites contain hyperlinks to other websites. Roompot Travels & Roompot Partners are not responsible for these websites and accept no liability whatsoever for the legality, availability and correctness of data from these websites. The contents of these websites is never a part of the Agreement.

12.1.8. The (Fellow) Holidaymaker is deemed to be informed of the local laws and regulations. Roompot Travels & Roompot Partners are not liable for the consequences of any violation of these by the (Fellow) Holidaymaker.

### **12.2. Liability of the Holidaymaker**

12.2.1. Without prejudice to article 7, the Accommodation provider is free to hand over regulations to the (Fellow) Holidaymaker about the use of the Accommodation and what belongs to it.

12.2.2. During the stay the Holidaymaker is liable for any damage caused to the Accommodation during his/her stay, the interior and all things belonging to the booked Accommodation, no matter who caused the damage. This damage must primarily be settled between the Accommodation provider and the Holidaymaker.

12.2.3. If the damage has not been settled by the Accommodation provider, Roompot Travels & Roompot Partners will be entitled to hold the Holidaymaker liable (on behalf of the Accommodation provider) for the damage (suffered). All costs involved will be on the expense of the Holidaymaker, and will be mentioned on the confirmation invoice.

## 13. PRIVACY

### 13.1. Use of (Personal) Data

13.1.1. The personal details filled in for the booking will be used for processing the booking. If there are any changes in the details already given, the (Fellow) Holidaymaker is obliged to report these immediately in writing to Roompot Travels or Roompot Partners.

13.1.2. The information entered will also be incorporated in the customer database of Roompot Holidays, with the aim of using them for the communication between Roompot Holidays and the Holidaymaker in connection with the booking (for instance, concerning the booking confirmation to be sent, sending the required information about the booking etc.) and for sending special offers from and information about Roompot Travels & Roompot Partners.

13.1.3. Under 'Privacy' it is indicated on the Website which data are required and in what way they will be used.

## 14. APPLICABLE LAW AND COMPETENT JUDGE

14.1.1. Dutch law applies to the Agreement concluded, changed or supplemented on the basis of these General Terms and Conditions, unless other laws apply on the basis of imperative rules.

14.1.2. Any conflicts concerning the Agreement will only be submitted to the competent judge in Middelburg, unless it is a conflict in which parties cannot choose a competent judge; in that case the judge who is declared competent by the law will be authorized.

## 15. OTHER PROVISIONS

### 15.1. Changes

15.1.1. Roompot Travels & Roompot Partners reserve the right to make changes in the Website and/or its services without prior notifications.

### 15.2. Correspondence

15.2.1. All correspondence to Roompot Travels & Roompot Partner pertaining to the Agreement must be sent by mail or e-mail to:

Roompot Travels and/or Roompot Partners  
Postbus 12  
4493 ZG Kamperland  
E-mail: [info@roompot.nl](mailto:info@roompot.nl)

15.2.2. Roompot Travels & Roompot Partners are entitled to change the addresses under article

15.2.1. The Website will always state the correct contact details.

15.2.3. The Holidaymaker is responsible for providing the correct contact details and must report any changes in his contact details immediately to Roompot Travels or Roompot Partners.

15.2.4. Roompot Travels & Roompot Partners will send notices to Holidaymakers preferably by e-mail. The Holidaymaker cannot claim not to have received e-mails from Roompot Travels or Roompot Partners because the contact details are not/no longer correct or the e-mail address is not/no longer correct, or due to (technical) problems with the Holidaymaker and/or the provider of the Holidaymaker.

15.2.5. In the case of business and long-term rent bookings, other conditions may apply for, among others, the rent price, guarantee sum, cleaning and bed linen.

The content of this website has been compiled with the utmost care.

Any liability for changes or incompleteness can however not be accepted. Unforeseen price increases imposed by the government can be charged to the tenant. All prices on the price list are subject to change. Any apparent writing errors or mistakes in this website do not bind us.