



# General terms and conditions Hotel

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# Definitions



**Arrival:** the start date of the period for which the Agreement between the Holiday Lessee and the Operator has been entered into.

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

**Accommodation Provider:** the owner and/or manager (appointed by the owner) of the Accommodation to be leased out.

**General Terms and Conditions:** these general terms and conditions, which apply to all Agreements concluded between the Holiday Lessee and the Operator for the rental of an Accommodation with the Accommodation Provider.

**Facilities:** all facilities in or outside of the Parks of which use can be made based on the Agreement.

**Guests:** all persons covered by the definition of Holiday Lessee or Joint Holiday Lessee and who use the Accommodation and/or Facilities of the Parks, and additionally visitors to the Park.

**Joint Holiday Lessee:** the persons who the Holiday Lessee says will accompany him/her on the trip when he/she makes the booking and/or who form part of the travel party.

**Operator:** the party with whom the Holiday Lessee enters into an Agreement. The name of the operator appears at the bottom of the summary of costs.

**Agreement:** the Agreement for the rental of an Accommodation, along with the associated General Terms and Conditions.

**Park:** the Park in which the Hotel can be found.

**Park Rules:** the rules for staying at the park, as imposed by the Accommodation Provider.

**Holiday Lessee:** the person who or legal entity which has made the booking and is entering into the Agreement.

**Booking Total:** the fee for the rental of the Accommodation including any discounts and excluding any surcharges that may apply.

**In Writing:** by letter or email.

**Deposit:** a fee which may be charged up front to offset any damage caused directly or indirectly by the Guest during his/her stay, or any particularly dirty surfaces requiring additional cleaning. Any outstanding payments can also be deducted from the Deposit. The Deposit shall be deposited into the Holiday Lessee's bank account within 7 days of the Holiday Lessee's departure, provided that the bank account number is known and no damage (as referred to above) has been found.

**Website:** the website(s) of the Operator used to conclude the Agreement

Words used in these definitions in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

## Applicability



These General Terms and Conditions apply to all Agreements between the Operator and the Holiday Lessee in respect of the rental of Accommodations. These Terms and Conditions constitute an inextricable part of the agreement.

## Conclusion of the agreement and reservations

An agreement for the rental of an Accommodation is concluded by means of offer and acceptance. This Agreement may be concluded at the reception of the Park, but also by making a reservation.

Agreements can only be concluded by Holiday Lessees aged 21 or over. If the Holiday Lessee is under the age of 21, the Operator may impose additional conditions.

If the Holiday Lessee's Joint Holiday Lessees are under the age of 21, the Holiday Lessee must accompany these Joint Holiday Lessees for the entire duration of their stay.

An Accommodation may be reserved both online and by telephone. Both types of reservation are binding for both parties.

### Online reservation:

An agreement is concluded if:

- The Holiday Lessee agrees to these general terms and conditions;
- the Holiday Lessee enters all the data required to make an online reservation and then submits the reservation by clicking 'make your booking', and;
- the Operator has confirmed the reservation to the Holiday Lessee In Writing.

The receipt of all reservations made via the Website will be confirmed in an email to the Holiday Lessee or, at the urgent request of the Holiday Lessee, by post, which means that the reservation has been received and is being processed. Following confirmation the reservation becomes binding for the Holiday Lessee.

If the Holiday Lessee has not received confirmation of receipt by email there may have been a problem with the booking and the Holiday Lessee should contact the Operator, otherwise he/she will have no entitlement to the reservation.

### Telephone reservations:

The Holiday Lessee can also make a reservation over the telephone.

Where a reservation is made by telephone an Agreement is immediately concluded.

### Summary of costs

Once a reservation made via the Website or by telephone has been verified and processed, the Operator will send the Holiday Lessee a summary of costs by email (or by post at the Holiday Lessee's request). If the Holiday Lessee has not received this summary of costs within 5 days of making a reservation, he/she should contact the Operator otherwise he/she will have no entitlement to the reservation. The Operator must be notified of any inaccuracies in the summary of costs within 24 hours.



### **Right of withdrawal**

Reservations made are final and binding on the Holiday Lessee. The right of withdrawal (also known as the cooling-off period) as referred to in the Dutch Civil Code does not apply to services relating to the rental of Accommodation.

### **Holiday Lessee**

- The Holiday Lessee must be aged 21 or over at the time of booking.
- The Holiday Lessee is liable for all Joint Holiday Lessees who are named and who accompany him/her and for all Guests who visit the Holiday Lessee at the Park.
- All correspondence will take place using the Holiday Lessee's details.

## **Cancelling or amending the agreement**

### **Cancellation by the Holiday Lessee**

In some cases, a holiday must be cancelled due to unforeseen circumstances. In this case the Holiday Lessee or his/her alternate must notify the Operator In Writing or by telephone (during office hours). A fee shall be charged in the event of a cancellation of, or change to, an Agreement.

Following cancellation the Holiday Lessee will receive a cancellation notice from the Operator, which will state the fee charged for the cancellation.

The Holiday Lessee or Joint Holiday Lessee will owe the Operator the following amounts:

- 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 this amount will never exceed the original booking total.

In this case the Holiday Lessee will receive a cancellation notice from the Operator.

### **Cancellation by the operator**

The Operator is entitled to cancel the reservation in the event of force majeure or unforeseen circumstances. For the purposes of these General Terms and Conditions, 'unforeseen circumstances' and 'force majeure' shall be deemed to include (but not be limited to) the following:

The Accommodation no longer being suitable for rental (for example: due to flooding, fire or breach of contract on the part of the Accommodation Provider).

The Accommodation no longer being available (for instance, because the Accommodation was suddenly sold by the Accommodation Provider, because of a double booking or because the Accommodation Provider has been declared bankrupt).

The Operator will notify the Holiday Lessee of such situations immediately by telephone or In Writing, stating reasons. It shall also seek to offer the Holiday Lessee equivalent Accommodation at the same Booking Total. In the absence of any appropriate alternative Accommodation, or if the Holiday Lessee does not agree to the alternative offered, the Operator will refund the fully or partially paid Booking Total without any obligation on the part of the Operator to pay the Holiday Lessee compensation.

### **Changes**

The Holiday Lessee may make changes to an Agreement up to 1 day prior to Arrival.

### **Substitution:**

If the reservation is transferred in full to a third party, the Holiday Lessee must notify the Operator In Writing.

Any such changes will be subject to a rebooking fee.



Any amounts already paid will be deemed to have been paid by the acquiring party. The transferring party and the acquiring party must organise this between themselves.

## Financial provisions

### Payment

Upon receipt of the summary of costs, the following amounts must be paid: Within 14 days: 50% of the invoice. The Operator must receive the remaining amount 8 weeks prior to Arrival.

### Failure to pay within the payment term

If the Operator has not received the payments in good time, it is entitled to terminate (cancel) the Agreement and hold the Holiday Lessee liable for the cancellation fee. The cancellation fee shall be set off against previously made payments.

## Obligations of the (joint) holiday lessee

The Holiday Lessee, Joint Holiday Lessee and any Guests must comply with the obligations arising from these General Terms and Conditions and the Park Rules.

Failure to comply with these obligations will be considered an attributable failure to perform the Agreement leading to liability for compensation on the part of the Holiday Lessee vis-à-vis the Operator. The Operator shall also be entitled to terminate the Agreement.

## (Use of the) accommodation

### Condition of the Accommodation and nature of use

- The Accommodation will be made available to the Holiday Lessee and/or Joint Holiday Lessee in a good condition. If the Holiday Lessee and/or Joint Holiday Lessee feels that it is not in good condition, he/she must notify the Park's receptionists of this fact at once.
- The Holiday Lessee is obliged to treat the Accommodation and the objects in it with great care. Upon vacating the Accommodation, the Holiday Lessee shall leave it in a clean and tidy state.
- Prior to vacating the Accommodation, the Holiday Lessee must notify the hotel's receptionists of any damage to the Accommodation caused by the Holiday Lessee or Joint Holiday Lessee and pay for this damage immediately.
- If the Accommodation is left in an unclean or damaged state, the Operator is entitled to deduct its losses from the deposit.
- The Holiday Lessee is only permitted to use the Accommodation for recreational purposes, unless explicitly agreed otherwise In Writing. 'Recreational purposes' shall in any event not include use by the Holiday Lessee of the Accommodation during a period in which one or more of the users of this Accommodation or these Accommodations carry out work, whether paid or unpaid, and whether or not carried out under a contract of employment.

### Maximum number of persons permitted

The use of the reserved Accommodation by more than the maximum number of persons for the Accommodation (including children and babies) as stated on the Website is not permitted. In this case the Operator may refuse the Holiday Lessee or Joint Holiday Lessee access to the Accommodation. In such cases, the Tenant shall not be entitled to restitution of any payments already made.

Visitors cannot be received or stay overnight without the Operator's prior approval.

## Pets

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



# Facilities (inside or outside the park)

## Opening hours and costs

The description of the Accommodation on the Website provides information about the Facilities on offer, the relevant opening hours and any costs. If no costs are stated for the use of Facilities, this does not mean that these Facilities may be used free of charge.

# Travel information

## Arrival and departure

Arrival and departure times are stated on the hotel's website.

# Complaints procedure

If a Guest has a complaint during his/her stay at the Park, he/she can contact the Park's reception and/or manager to enable the Operator to resolve the complaint. If the complaint is not resolved to the Guest's satisfaction, he/she may submit the complaint In Writing, within two weeks of returning home, to the Quality Department via [kwaliteit@roompot.nl](mailto:kwaliteit@roompot.nl) or by post to Quality Department, PO Box 6, 4460 AA Goes. The email or letter must state the complaint, any booking number, the Guest's contact details and any other information that may be useful to the Operator when dealing with the complaint.

# Booking total and other costs

- Discounts cannot be combined.
- The Operator reserves the right to make changes to the Booking Total if an increase in government levies or taxes gives cause to do so. \* Any discount offers do not apply to existing Reservations.

# Liability

- The Operator and Accommodation Provider are not liable for loss and/or theft (including cash), damage to property, losses or injury sustained by the Holiday Lessee and/or Joint Holiday Lessee by whatever cause.
- The use of the Accommodation and of all the Facilities and services provided in the Park shall at all times be at the Holiday Lessee's and/or Joint Holiday Lessee's own risk.
- The Operator accepts no liability for unexpected construction activities in the vicinity of the reserved Accommodation, work on access roads and/or main roads, unwelcome levels of noise, for instance from neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance from vermin and environmental problems in the vicinity of the Park and/or the Accommodation.
- The Holiday Lessee and/or Joint Holiday Lessee is expected to familiarise himself/herself with the local laws and regulations. The Operator is not liable for the consequences of any infringement of such laws and regulations by the Holiday Lessee and/or Joint Holiday Lessee.

## Liability of the Holiday Lessee

While staying at the Accommodation, the Holiday Lessee shall be liable for any damage caused during his/her stay to the Accommodation, the furniture or any other objects belonging to the Accommodation booked by the Holiday Lessee, irrespective of who caused the damage. If any such damage arises, it must first and foremost be settled between the Accommodation Provider and the Holiday Lessee.

# Privacy



The Operator's privacy statement can be accessed via a link in the summary of costs and on the website.

## Applicable law and competent judge

- Agreements concluded, amended or expanded on the basis of these General Terms and Conditions are governed by the laws of the Netherlands, unless another country's laws apply pursuant to order-of-precedence rules.
- Disputes relating to the Agreement may only be brought before the competent court in Middelburg. If the Holiday Lessee is a natural person who is not acting in the course of his/her profession or business, the Holiday Lessee will be granted a period of at least one month of the date on which the Operator has invoked this provision In Writing in which to choose In Writing a legally competent court for the settlement of the dispute.

## Other provisions

The Holiday Lessee is responsible for providing the correct contact details and must immediately report any change in his/her contact details to the Operator.

## Park rules

As the Hotel is situated within a holiday park, these park rules also apply to guests of the Hotel.

The Park Rules form an integral part of the General Terms and Conditions that apply to the Agreement between the Holiday Lessee and the Operator. By adhering to the Park Rules, you are safeguarding the safety of our Guests. Therefore, we hope you will comply with these rules. Thank you in advance for your understanding.

All words used in the Park Rules are in line with the definitions provided in the General Terms and Conditions.

### Arrival and departure

The travel information includes the time at which the Accommodation will be available on the hotel's website.

### Visitors

Visitors are welcome at the hotel. They are expected to report to the hotel's reception upon arrival and to leave the hotel before 11 p.m. Deviations from this rule are only permitted with prior consent of the Park manager. The Operator reserves the right to refuse overnight guests. Visitors are required to comply with the rules and regulations laid down in the Park Rules. The rules and regulations that apply to Holiday Lessees apply equally to their guests. The Holiday Lessee is obliged to inform his/her Guests of the relevant regulations as included in the General Terms and Conditions and the Park Rules.

### Energy

Electric cars must only be charged in those parking spots which are specifically designated and designed for this purpose. If you violate this rule, a fine may be withheld from your deposit.

### The Park's facilities

The Facilities at the Park are used at your own risk. Football and other ball games are only permitted in the designated areas.



### **Use of the Accommodation**

The Accommodations all come with their own furniture. Tenants are not allowed to take furniture that belongs inside the Accommodation outside. Furniture must not be moved to other Accommodations.

Guests are obliged to keep the Accommodation tidy and in good order.

Drones must not be used without prior permission from the Park's manager or guards.

### **Pets**

Insofar as pets are allowed inside the Park, the following rules apply:

- Uncaged pets must always be kept on a leash, except inside an Accommodation, and must not cause any inconvenience whatsoever to the Park's other Guests.
- Pets must be walked in the designated zones. If no such designated dog-walking areas exist on the Park's premises, the pets must be walked in designated zones outside the Park. In the event that a pet defecates, the animal's owner must remove the faeces himself.
- Pets are not allowed to enter public facilities in the Park, such as swimming pools, cafés, restaurants, supermarkets, etc., unless explicitly stated otherwise.
- It is the Guest's responsibility to ensure that his/her pet meets all the legal requirements that apply to bringing a pet and allowing it to stay inside the Park.

### **Hygiene and maintenance**

Apart from pets, Tenants are not allowed to feed birds or other animals in the Park. Leaving food in the Park is strictly prohibited, both for reasons of hygiene and to control pests.

Rubbish must be placed in the designated rubbish or recycling bins. Rubbish must not be placed next to the bins, nor elsewhere in the Park. Rubbish must be placed in sealed plastic bags.

Bulky rubbish such as pallets, white goods, garden chairs, tarpaulins, etc., must not be left inside the Park, unless the Park's manager has granted permission for them to be left in a designated place.

Tenants are not allowed to place biodegradable waste (e.g. hedge clippings and mowed grass) in the wheelie bins.

Tenants are not allowed to pluck flowers, break tree branches, remove bushes (or parts thereof) or drive nails into trees. Nor are they allowed to dig holes and/or damage public lawns.

Public urination is prohibited and may result in a fine being withheld from your deposit.

### **Use and return of keys, access passes, etc.**

If you lose a key, access pass or something like that, you will be charged a fee. (For lost keys, this fee will amount to €115.) Keys and/or access passes must not be made available for use by anyone other than Holiday Lessees and/or Joint Holiday Lessees.

All keys issued to Guests for their Accommodation must be returned to the hotel's reception upon departure.

### **Night hours and nuisance**

Guests of the Park are expected to behave respectably and to refrain from doing anything that could reasonably be of nuisance or offensive to the Operator or other Guests.

Peace and quiet must be observed between 11pm and 7am so as to allow Tenants to get a good night's sleep. All Guests must abide by this rule. Among other things, this means that Tenants must not have loud conversations, listen to loud music or otherwise produce noise. Furthermore, Tenants are not allowed to use motor vehicles during these hours.



Tenants are not allowed to use portable audio players, musical instruments and other objects at such an unwelcome level of noise that other Tenants are inconvenienced. Guests are deemed to have inconvenienced others if we receive a complaint from another Guest.

Public drunkenness is prohibited. Guests are not allowed to carry opened bottles and/or cans of alcoholic beverages outside their Accommodation or outside the terrace belonging to their Accommodation.

Most Parks have teams of guards. Instructions given by staff (including the aforementioned guards) must be followed at once.

#### **Maintenance and cleaning work / service disruptions**

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

Urgent service disruptions reported to the Park's receptionists will be resolved as soon as possible.

The Operator is always authorised to enter the rented Accommodation for the purposes of inspection and/or maintenance, without entitling the Guest to a full or partial refund of the Deposit or rental or other 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. The Operator will announce such a visit in due time. In the event of an urgent problem, the Operator is permitted to refrain from such an announcement.

#### **Parking**

Generally speaking, Tenants of one Accommodation are allowed to use one motor vehicle, unless stated otherwise.

- Visitors' motor vehicles will not be allowed to enter the Park. The Operator reserves the right to change the parking policy that applies to the Park.
- Vehicles must be parked in the designated spots.
- They must never be parked on the roads.

If these parking regulations are violated the Operator reserves the right to remove the vehicle in question (or have it removed) and/or to affix a wheel clamp to the vehicle. The costs incurred will be charged to the Guest concerned.

#### **Mail/telephone**

Incoming mail is stored in the pigeonholes at the Park's reception in alphabetical order (by surname). Mail is sorted in the designated pigeonholes. Guests are responsible for picking up their mail themselves. The Operator cannot be held liable for damaged or lost mail items.

#### **Safety requirements**

Guests must comply with all traffic and security regulations and must follow all instructions given by staff at once.

To allow speedy help in the event of an emergency, paths, access roads and boom gates must never be blocked by motor vehicles or other obstacles.

Tenants are not allowed to perform repairs on motor vehicles and/or wash motor vehicles inside the park, unless specially designated places for such activities are explicitly provided.



It is not permitted to park or store on the Park grounds damaged or discarded cars, trailers or other vehicles or vessels, nor any other items or materials that have been decommissioned or discarded.

Standard traffic regulations apply at the park. In contravention of regular road rules, the maximum speed allowed for all vehicles inside the Park is 10 km per hour, unless explicitly stated otherwise. Roads must only be used by residents. Pedestrians and playing children always have right of way.

Tenants are not allowed to use scooters, mopeds, electric scooters and/or any other electric vehicles (with the exception of electric cars and/or mobility scooters) that they have brought on to the Park's premises themselves. In exceptional cases, these rules can be relaxed, at the discretion of the Park's manager. Permission to use such vehicles will only be valid if it is given in writing.

Open fire is strictly prohibited inside the Park. Due to the risk of fire, Tenants are not allowed to leave burning candles unattended, nor to throw away burning cigars, cigarettes or matches. Nor are they allowed to keep inflammable or explosive substances.

In the event of a fire, for whatever reason, the Guest is obliged to sound an alarm immediately to ensure that the fire is extinguished as soon as possible.

**The following things are prohibited, as well:**

- Drinking alcoholic beverages outside the Accommodation and/or outside pubs and restaurants.
- Using or carrying narcotic drugs.
- Having beer taps involving pressure cylinders in and around the Accommodation.
- Carrying weapons that are prohibited under the law.

**Lost and found**

Found objects may be dropped off at the Park's reception desk. Guests who have lost an item can request that such an item, when found, be sent to them at their own risk and expense (on a COD basis). The Operator can never be held liable for damage to a found item.

If the owner of a found item does not report within a month after the item has been handed in at reception, he/she will be assumed not to want the relevant item to be returned to them.

**Removal from the premises / revocation of access rights**

All Guests are obliged to strictly comply with the provisions of the General Terms and Conditions and the Park Rules and to follow the instructions of the Operator's staff and/or the security service, if applicable, in whatever form and in whatever context. The same is true for those rules that apply to the use of the Facilities.

In the event of violation of these Terms and Conditions and rules and in the event of failure to follow the instructions issued by staff members, the Operator is entitled to evict the Guest from the Park, with further access to the Park being denied and without entitling the Holiday Lessee to a full or partial refund of and/or discount on the Deposit or rental or other amounts paid or due, and without prejudice to the Operator's right to claim compensation for any damage arising from the violation. In general, a warning will be given first. In cases deemed urgent by the Operator, such a warning may be omitted and the Guest will be removed from the Park immediately and denied further access to the Park. If a warning is issued (first or otherwise) the Operator reserves the right to charge the Holiday Lessee an additional Deposit. If this additional Deposit is not paid immediately, the Operator is entitled to evict the Guest who has received the warning from the Park (or to have him/her evicted) and to refuse him/her access to the Park.

# Regulations for groups and/or specific situations



## General

The Operator reserves the right to demand an additional deposit in specific situations and periods. In this regard, the Operator is entitled to demand a deposit of at least €50 to €500 per person from every Group (or Family).

The Holiday Lessee who booked a reservation for a Group is requested at all times to report to reception upon arrival of the Group. The Operator may demand that this person produce valid proof of his/her identity and a list of the names of the members of the Group. Furthermore, the €50 to €500 deposit owed per person must be paid.

Every Guest is obliged to show legally valid proof of identity when requested to do so by the Operator or its staff and/or security staff.

Guests are expected to accept the common standards of behaviour and to refrain from performing any activities that are polluting, damaging, disturbing, unhealthy, or cause nuisance to the environment.

Most Parks have teams of guards. Instructions given by staff (including the aforementioned guards) must be followed at once.

If it is established on arrival or during the stay that a reservation booked by a Third Party over the age of 21 is actually being used by Unaccompanied Minors (persons under the age of 21 who are travelling without their parents and/or carers or other persons aged 21 or over), the Operator reserves the right to terminate the Agreement with immediate effect without any obligation to refund the Booking Total.

A Holiday Lessee booking a stay for Joint 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 and treated as such, in accordance with the General Terms and Conditions and the present Park Rules.

## Consequences of violating the rules and/or not following instructions

- In the event of a violation of these Park Rules and/or the General Terms and Conditions, an initial warning will, in principle, be given and an additional Deposit of at least €50 to €500 per person will be demanded (unless already paid upon arrival). This initial warning will be issued In Writing.
- Depending on the seriousness of the violation, but in any case after a second violation, the Holiday Lessee and any Joint Holiday Lessees accompanying this person will be fined a sum of at least €50 to €500 per person that can be set off against the Deposit or Additional Deposit already paid, without prejudice to the Operator's right to charge the Holiday Lessee or Joint Holiday Lessee additional compensation for damages. In cases where a Deposit has not yet been paid, this fine must be paid at the Park's reception/the security staff office. If the fine has not been paid prior to departure, the person(s) who have been fined will be sent an invoice.
- If, in the opinion of the Operator, a violation is so serious that it cannot reasonably be held to continue the Agreement, the Operator shall be entitled to terminate the Agreement with immediate effect (without prior warning). The entire Group (or Family) will then be expelled from the Park with immediate effect and denied access to the Park, without any obligation on the part of the Operator to refund the Booking Total including surcharges and/or any Deposits paid. In that case notification will be given In Writing on the spot.



When Holiday Lessees or Joint Holiday Lessees are issued a warning (initial or otherwise), they are required to sign for this (also on behalf of the entire Group or Family). A refusal to sign will be deemed a refusal to observe the Park rules and entitle the Operator to terminate the Agreement with immediate effect and deny the relevant persons access to the Park, without any obligation on the part of the Operator to refund the Booking Total and/or any Deposits paid.

**Unexpected circumstances**

In cases not provided for in the General Terms and Conditions or in these Park Rules, Dutch law will prevail.