

General Terms and Conditions Accommodation Puur & Sempel, established Dorpstraat 5, 5563 BC Westerhoven



Article 1: Definitions

In these terms and conditions, the following definitions shall apply:

- a. (group) accommodation: the total or part of buildings and/or accommodation with all accessories, inventory and co-tenants;
- b. entrepreneur: the company, institution or association that makes the (group) accommodation available to the contracting party;
- c. contracting party: the person who, whether or not on behalf of a group, concludes the agreement;
- d. group: the whole of individuals who pursuant to the agreement has the right to stay in the (group) accommodation;
- e. group members: those who are part of the group;
- f. agreed price: the fee that is paid for the use of the (group) accommodation; it must be stated in writing what is and what is not included in the price;
- g. costs: all costs for the entrepreneur that are related to the exercise of the recreation accommodation;
- h. information: information provided in writing or electronically about the use of the (group) accommodation, the facilities and the rules concerning the stay;
- i. cancellation: the written termination of the agreement by the contracting party before the commencement date of the stay.

Wherever these conditions refer to accommodation should also be read as group accommodation.

Article 2: Content of agreement

1. The entrepreneur makes available to the individual/group for recreational and/or business purposes, i.e. not for permanent residence, the agreed accommodation for the agreed period and the agreed price.
2. The entrepreneur is obliged to supply the written information on the basis of which this agreement is also concluded to the contracting party in advance. The entrepreneur shall always inform the contracting party in writing of any changes therein in a timely manner.
3. If the information differs substantially from the information provided at the time of entering into the agreement, the contracting party has the right to cancel the agreement without charge.
4. The contracting party has the obligation to comply with the agreement and the rules in the accompanying information. He shall also ensure that the group members also comply with the agreement and the rules in the accompanying information.
5. The entrepreneur assumes that the contractor enters into this agreement with the consent of the group members.
6. The contracting party is obliged to provide the entrepreneur, no later than the day of arrival, with a list of group members.

Article 3: Duration and expiration of the agreement

The agreement ends by operation of law after the expiration of the agreed period, without notice being required.

Article 4: Price and price change

1. The price is agreed on the basis of the then current rates, which are determined by the entrepreneur.
2. If, after fixing the agreed price, due to an increase in charges on the part of the entrepreneur, additional costs arise as a result of a change in charges and/or levies, which relate directly to the accommodation or the contracting party and/or the group members, these may be passed on to the contracting party, even after the conclusion of the contract.

Article 5: Payment

1. The contractor shall make payments in Euros, unless otherwise agreed.
2. If the contracting party, despite prior written demand for payment, does not or not properly fulfill his payment obligation within a period of two weeks after the written demand, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the right of the entrepreneur to full payment of the agreed price.
3. If on the day of arrival the entrepreneur is not in possession of the total amount due, he is entitled to deny the contracting party and the group members access to the accommodation, without prejudice to the right of the entrepreneur to full payment of the agreed price.
4. The extrajudicial costs reasonably incurred by the entrepreneur, following a notice of default, shall be borne by the contracting party. If the total amount is not paid on time, the legally determined interest rate on the outstanding amount will be charged after written summons.

Article 6: Cancellation

1. Upon cancellation, the contracting party shall pay a fee to the entrepreneur. This amounts to:
2. - If cancelled up to one month before the start date or within 24 hours of booking, 0% of the agreed price;
- In case of cancellation within one month up to 14 days before the start date, 50% of the agreed price ;
- For cancellation within 14 days before the start date, 100% of the agreed price.

Article 7: Third party use

1. Use by third parties of the accommodation is allowed only if the entrepreneur has given written permission.
2. The permission given may be subject to conditions, which must then be laid down in advance in writing.

Article 8: Premature departure of the contractor

The contractor shall owe the full price for the agreed period.

Article 9: Interim termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or wrongful act

1. The entrepreneur may terminate the agreement with immediate effect :
 - a. If the contracting party and/or the group members do not comply or comply properly with the obligations of the corresponding information and/or government regulations, despite prior written warning, do not comply or comply properly and to such an extent that according to the standards of reasonableness and fairness the entrepreneur cannot be required, that the agreement is continued;
 - b. If, despite prior written warning, cause nuisance to the entrepreneur and/or others, or if the contractor and/or the group members spoil/ruin the good atmosphere on, or in the immediate vicinity of the premises;
 - c. If the contracting party and/or group members, despite prior written warning, act by using the (group) accommodation in violation of the purpose of the premises;
2. If the contractor desires interim termination and eviction, he must notify the contractor by personally delivered letter. After cancellation, the contracting party must ensure that the accommodation is vacated and the group or the group members concerned have left the premises as soon as possible, but no later than four hours.
3. If the contractor fails to vacate the accommodation, the entrepreneur is entitled to vacate the accommodation at the contractor's expense.
4. In principle, the contractor remains liable to pay the agreed rate.

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Article 10: Law and regulations

1. The entrepreneur ensures at all times that the accommodation meets all environmental and safety requirements, both internally and externally, which are or may be imposed on the accommodation by the government.
2. The contractor and the group members are obliged to strictly observe all safety regulations in force in the accommodation. The contractor and the group members shall also ensure that third party/parties visiting him/her and/or staying with him/her shall strictly observe the safety regulations in force on the premises.

Article 11: Maintenance and construction

1. The entrepreneur is obliged to keep the accommodation and central facilities in a good state of repair.
2. The contractor is obliged to keep the accommodation and the grounds surrounding the accommodation in the same condition during the term of the agreement.
3. The contractor and/or group members are not allowed to dig on the grounds surrounding the accommodation, cut down trees, trim bushes or perform any other activity of such nature.

Article 12: Liability

1. The statutory liability of the entrepreneur for other than injury and death damage is limited to a maximum amount per event in accordance with the applicable statutory liability insurance of the entrepreneur. The entrepreneur is obliged to insure himself for legal liability.
2. The entrepreneur is not liable for any accident, theft or damage on his premises unless it is the result of a failure attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
4. The entrepreneur is liable for utility failures, unless he can invoke force majeure.
5. If the rented accommodation is destroyed or temporarily unfit for use through no fault of the entrepreneur, the entrepreneur and the contracting party have the right to terminate the agreement. If the destruction of the accommodation or its temporary inability to use is attributable to the entrepreneur, the contracting party may demand compensation for damages.
6. The contracting party is liable to the entrepreneur for damage caused by the acts or omissions of himself and/or (one of) the group members, insofar as the damage is attributable to the contracting party and/or (one of) the group members.

Article 13: Dispute resolution

1. All disputes relating to the agreement shall be governed by Dutch law. Only a Dutch court is authorized to take cognizance of these disputes. The contracting party must submit his complaint in writing to the entrepreneur within two weeks after it has arisen.