

## GENERAL CONDITIONS FOR THE LETTING OF CHALETS AT CHALETPARC KRABBENKREEK IN SINT ANNALAND.

### ARTICLE 1 - DEFINITIONS

- **Accommodation:** all holiday homes that have been furnished for recreational purposes.
- **Accommodation Provider:** the Owner and/or the Manager appointed by the Owner of the Accommodation made available for letting.
- **General Terms and Conditions:** these general terms and conditions relating to agreements concluded for the rental of the Accommodation made available by the Accommodation Provider
- **Booking form:** the form on which the Visitor fills in all the obligatory details for the purpose of making a reservation for the rental of an Accommodation
- **Third parties:** others than the Manager, Owner and/or the (Co-)Visitor.
- **Facilities:** all facilities within or outside the Park which may be used on the basis of the Agreement.
- **Visitor:** any (legal) person who makes a booking and therefore becomes a party to Chaletparc Krabbenkreek and therefore uses or will use the Accommodation and/or facilities of the Park, as well as their fellow Visitors and their visitors.
- **Owner:** The Owner of the relevant Accommodation
- **Manager:** The persons appointed to manage, maintain and issue the Accommodation at the Park.
- **Chaletparc Krabbenkreek:** the trade name and brand name/the computer system for reserving the Accommodation that has been given into management
- **Co-Visitor:** those persons who are registered by the Visitor when making the booking and/or are part of their travel party.
- **Agreement:** the Agreement on the letting of the Accommodation by the Accommodation Provider which Accommodation is offered by Chaletparc Krabbenkreek, together with the accompanying General Terms and Conditions
- **Park:** the Park in which the Accommodation is located
- **Park Regulations:** the regulations applied by the Accommodation Provider for the use of the Accommodation/the Park by the Visitor, Co-Visitor and any other visitors.
- **Travel sum:** total rental price of the Accommodation including any reductions and additional costs such as: bedding surcharge, cleaning costs, resort surcharge, service costs, tourist tax and security deposit. *Bed linen, tourist tax (linked to the number of persons actually staying) and deposit have to be paid on the spot at the reception.*
- **In writing:** by letter or e-mail.
- **Deposit:** an amount charged before the start of the stay as an advance for any damage caused during the stay by (the actions of) the Visitor. Any contractual fines which may have been forfeited may also be deducted from the deposit. The deposit will be returned after the completion of the holiday in good condition has been approved.
- **Website:** the Website (s) that Chaletparc Krabbenkreek uses to offer the Accommodation.

### ARTICLE 2 - APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made by Chaletparc Krabbenkreek and agreements on the rental of Accommodations that are concluded with Chaletparc Krabbenkreek. These Conditions are an indissoluble part of the Agreement.

### ARTICLE 3 - ESTABLISHMENT OF THE AGREEMENT

#### 3.1 Reservation

**3.1.1.** An accommodation may be reserved online through the Website, by e-mail and through third party booking parties (such as Booking.com, HeerlijkeHuisjes.nl, etc.). These ways of reservation are binding for both parties.

#### *Booking online*

**3.1.2.** An Agreement is concluded under a suspensive condition between the Visitor and the Accommodation Provider with respect to the booking of an Accommodation that is explicitly offered by Chaletparc Krabbenkreek on the Website if:

1. *the Visitor agrees with these General Terms and Conditions of Chaletparc Krabbenkreek.*
2. *the Visitor fills in all compulsory details in order to make the reservation online and then finalises the reservation by clicking on the "Confirm" button.*

**3.1.3.** Each receipt of a reservation made via the Website shall automatically be confirmed by the booking system by means of an e-mail to the Visitor, which indicates that the reservation has been received and processed. The reservation is therefore binding on the Visitor.

**3.1.4.** Upon receipt of the reservation, Chaletparc Krabbenkreek will check it for accuracy. If the reservation is correct, then the suspensive condition referred to under 3.1.2 has been fulfilled and the Agreement will be concluded.

**3.1.5.** If the Visitor has not received a confirmation of receipt by e-mail, then it is possible that something went wrong with the booking and the Visitor must contact Chaletparc Krabbenkreek, failing which the Visitor may not make a claim on the booking.

#### ***Booking by e-mail***

**3.1.6.** The Visitor may also make a reservation by sending an e-mail to Chaletparc Krabbenkreek. The e-mail address of Chaletparc Krabbenkreek will be stated on the Website.

**3.1.7.** A booking by e-mail will only become an Agreement if it has been confirmed by Chaletparc Krabbenkreek by return e-mail (see also 3.1.5).

#### ***Confirmation invoice***

**3.1.8.** After checking and processing a booking made via the Website, the Visitor will receive a confirmation invoice by e-mail from Chaletparc Krabbenkreek. If this confirmation invoice is not received within 5 days of making the reservation, the Visitor must contact Chaletparc Krabbenkreek, failing which the Visitor may not make a claim on the reservation. The Visitor must check the booking confirmation for accuracy. Any inaccuracies must be reported to Chaletparc Krabbenkreek within 24 hours of receipt of the confirmation.

#### ***Refusal to make a reservation***

**3.1.9.** There are Accommodation Providers who will not accept reservations from a travel group consisting of young people. Chaletparc Krabbenkreek therefore reserves the right to refuse such reservations.

**3.1.10.** Chaletparc Krabbenkreek also reserves the right to refuse a booking if it is suspected that the Accommodation will be used in contravention of these General Terms and Conditions.

### **3.2. Right of withdrawal**

**3.2.1.** Reservations made are legally binding on the Visitor. A right of withdrawal (the so-called cooling off period) as referred to in the Civil Code shall not apply to services relating to the letting of an Accommodation.

### **3.3. Visitor**

**3.3.1.** The Visitor in the rented Accommodation must be at least demonstrably 21 years old at the time of booking.

**3.3.2.** The Visitor is jointly and severally liable for all Co-Visitors who are registered and who accompany him.

**3.3.3.** The Visitor shall be liable for the fulfilment of all obligations arising from the Agreement.

**3.3.4.** All correspondence shall be conducted via the address of the Visitor.

## **ARTICLE 4 - CANCELLATION OR MODIFICATION OF THE AGREEMENT**

### **4.1. Cancellation by the Visitor**

It may happen that the holiday has to be cancelled due to unforeseen circumstances. In this case, the Visitor or his/her representative must inform Chaletparc Krabbenkreek of this in writing. In most cases, there will be a charge for any cancellation or change.

#### **4.1.1. Cancellation in accordance with general terms and conditions of sale**

The (Co-)Visitor must, if the need arises, take out cancellation insurance at his own expense. The reservation can be cancelled in accordance with the following conditions. In addition to the payable reservation- and professional costs, the (Co-)Visitor shall owe the following amounts:

- *In case of cancellation more than 30 days before the starting date, 0% of the rent*
- *In the event of cancellation less than 30 days before the commencement date, 100% of the rental price*

**4.1.2.** The calculation of the cancellation costs shall be based on the first date of reservation.

### **4.2. Cancellation by Chaletparc Krabbenkreek**

**4.2.1.** In the event of force majeure or unforeseen circumstances, Chaletparc Krabbenkreek may cancel a reservation on behalf of the Accommodation Provider. Unforeseen circumstances and force majeure include, but are not limited to:

1. *The Accommodation is no longer suitable for renting (for example: due to flooding, forest fire or default of the Accommodation Provider).*
2. *The Accommodation is no longer available (e.g., due to sudden sale of the Accommodation by the Accommodation Provider, a double booking or bankruptcy of the Accommodation Provider).*

**4.2.2.** Chaletparc Krabbenkreek shall immediately inform the Visitor of this by telephone or in writing, stating the reason.

**4.2.3.** In such an event Chaletparc Krabbenkreek shall endeavour to offer equivalent Accommodation at the same Travel price. The equivalence of the alternative Accommodation will be assessed by Chaletparc Krabbenkreek on the basis of the location, the category of the Accommodation and the facilities as specified at the time of booking.

**4.2.4.** In the event that Chaletparc Krabbenkreek is unable to provide a suitable alternative or the Visitor does not agree to the alternative offered, Chaletparc Krabbenkreek shall repay any Travel sum that has already been paid in full or in part without being liable to pay any compensation.

**4.2.5.** Chaletparc Krabbenkreek shall never be liable for the costs of any services booked by the (Co-)Visitor himself (for example: flight tickets, car hire, boat trips, bus trips, etc.).

### **4.3. Changing the Agreement**

**4.3.1.** After the invoice has been drawn up, the Visitor may request changes to the reservation made, insofar as, in the opinion of Chaletparc Krabbenkreek and/or the Accommodation Provider, these are possible.

**4.3.2.** Chaletparc Krabbenkreek, on behalf of the Accommodation Provider, will charge € 25 per reservation for any such changes.

**4.3.3.** In the event of changes to the Accommodation, the cancellation conditions as stated in Article 4.1. shall apply in full, whereby the periods stated in Article 4.1.1. shall apply in full.

**4.3.4.** If a Visitor wishes to make a change, then he/she must inform Chaletparc Krabbenkreek of this in writing.

**4.3.5.** If a change is not possible, then the old reservation will remain in force. Chaletparc Krabbenkreek shall inform the Visitor of this as soon as possible after the request for change has been made.

**4.3.6.** If a Co-Visitor in the travel group is unable to travel, the vacancy may be filled by another person, provided that this person fulfils all of the conditions attached to the Agreement.

**4.3.7.** If an additional Co-Visitor is added, it is possible that (if possible) additional costs will be charged. In the description of the Accommodation on the Website, the prices per person are given, if applicable.

**4.3.8.** In the event that the Visitor is unavailable, the vacancy may be filled by someone else. In this case, the reservation shall be taken over by this other person. Such a change shall be subject to the conditions concerning "taking over a reservation" as set out in Article 4.3.9.

**4.3.9.** If the reservation is entirely taken over by another person or group, Chaletparc Krabbenkreek can change the reservation if the relevant Accommodation and the Accommodation Provider permit this change. The following conditions shall apply:

1. *When taking over a reservation, a change fee of € 25, - will be charged.*
2. *The Visitor shall report the takeover in writing to Chaletparc Krabbenkreek.*
3. *Amounts already paid shall be deemed to have been paid by the acquiring party. The transferring and acquiring parties must settle this between themselves.*

## **ARTICLE 5 - FINANCIAL PROVISIONS**

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

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

**5.1.2.** In the case of special offers, whereby a number of nights are offered free of charge, the cheapest nights will be deducted from the Travel price.

**5.1.3.** A combination of discounts is not possible.

**5.1.4.** Chaletparc Krabbenkreek reserves the right to amend the Travel Sum if an increase in government levies or taxes should give rise to this.

**5.1.5.** Any discount offers do not apply to existing/ready made bookings.

**5.1.6.** Settlement of the booking takes place for the account and risk of and in the name of the relevant Accommodation Provider.

**5.1.7.** If the Visitor wishes to receive a VAT invoice for the rental sum, he/she must request this from the Chaletparc Krabbenkreek.

### **5.2. Other costs**

**5.2.1.** These are the fixed costs associated with the booking (such as the compulsory booking fee).

**5.2.2.** These other costs must be paid to Chaletparc Krabbenkreek upon booking.

### **5.3. Optional costs**

**5.3.1.** Optional costs are costs that are connected to an option such as the reservation of bicycles, baby bed, dog stay, etc.

**5.3.2.** Optional costs are paid to Chaletparc Krabbenkreek at the time of booking.

**5.3.3.** The costs specified on the booking confirmation shall be paid to the Accommodation Provider unless otherwise specified on the booking confirmation.

### **5.4. Costs to be paid on the spot / security deposit**

**5.4.1.** Charges payable on site include:

1. *The cost of any optional facilities booked for use on-site if indicated in the brochure. (e.g., cots, bicycles, taking pets).*
2. *Any taxes or charges payable (e.g., tourist tax, environmental levy).*

**5.4.2.** The exact information about the costs to be paid on site can be found on the Website, where it is not excluded that between the booking of the Accommodation and the arrival on site the amount of these costs has changed and/or new governmental taxes have come into force. The costs applicable at the time of arrival will be due. Chaletparc Krabbenkreek is not liable for any such changes as these fall outside of the sphere of influence of Chaletparc Krabbenkreek.

**5.4.3.** The Visitor shall pay a deposit upon arrival. The amount of the deposit varies per Accommodation. Chaletparc Krabbenkreek shall determine the manner in which the deposit must be paid by the Visitor.

**5.4.4.** Damage caused to the Accommodation, its inventory or to the Park during the rental period, extra cleaning costs due to the Accommodation not being left in good condition and any costs payable on-site may be deducted from the deposit. If the deposit is not sufficient to cover these damages or costs, the (Co-)Visitor must pay this shortfall on site.

**5.4.5.** It may happen that, in the event that the (Co-)Visitor departs outside the agreed period of time, he does not receive back the deposit.

**5.4.6.** Chaletparc Krabbenkreek does not accept any responsibility for the levy and/or refund of this deposit and the costs referred to in this article.

### **5.5. Structure of reservation confirmation**

**5.5.1.** The booking confirmation states the following costs:

1. The travel sum
2. The mandatory fixed costs, including the reservation fee
3. The optional costs

### **5.6. Payment**

**5.6.1.** Upon receipt of the confirmation invoice, the following charges must be paid:

1. *Has your reservation been made more than 30 days before arrival?*
  1. *100% of the total amount must be paid 30 days before arrival.*
2. *Is your reservation made within 30 days of your arrival?*
  1. *100% of the total amount is to be paid within 2 days after booking.*

**5.6.2.** The total amount of the confirmation invoice must always be paid in full before the start of the rental period.

**5.6.3.** After receipt of the full amount stated on the booking confirmation, the travel documents shall be sent to the Visitor as soon as possible. The Visitor shall normally receive the travel documents at the latest 2 weeks before arrival.

**5.6.4.** Exceptions to this article are last minute bookings.

#### **5.7. Non-payment within the payment period**

**5.7.1.** If the agreed payment terms are exceeded, Chaletparc Krabbenkreek reserves the right to cancel the booking and to hold the Visitor liable for any costs incurred.

**5.7.2.** In this case, the cancellation conditions shall apply in accordance with Article 4.1.2. and the funds already paid shall be deducted from the cancellation costs.

**5.7.3.** Chaletparc Krabbenkreek reserves the right to pass on the claim to a third party (e.g., a collection agency) on behalf of the Accommodation Provider. All judicial and extrajudicial costs involved, as well as the (legal) interest, shall then be recovered from the Visitor.

### **ARTICLE 6 – OBLIGATIONS OF CHALETPARC KRABBENKREEK**

**6.1.1** Chaletparc Krabbenkreek will make every effort to update the information that it provides on the Website as soon as possible, after receiving additional information from the Accommodation Provider, in accordance with the information provided.

**6.1.2** Chaletparc Krabbenkreek is not responsible for the absence of information on the Website that it has not received (on time) from the Accommodation Provider.

### **ARTICLE 7 - OBLIGATIONS OF THE VISITOR AND (Co-)VISITOR**

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

**7.1.1.** The Visitor and Co-Visitor and their possible guests undertake to duly observe all the obligations laid down in these General Terms and Conditions and the Park Regulations, unless it concerns an obligation which apparently rests with Chaletparc Krabbenkreek or the Accommodation Provider.

**7.1.2.** Prior to concluding the Agreement or application, the (Co-)Visitor is obliged to take note of the Park Regulations or other further rules pertaining to the Accommodation chosen by him/her as referred to in Article 8.3.

**7.1.3.** Non-fulfilment of these obligations shall be regarded as an attributable shortcoming in the fulfilment of the Agreement, which shall result in the Visitor being under an obligation to pay compensation to Chaletparc Krabbenkreek.

### **ARTICLE 8 - (USAGE) ACCOMMODATION**

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

**8.1.1.** The Accommodation shall be made available to the (Co-)Visitor in good condition. If the (Co-)Visitor is of the opinion that this is not the case, then he must report this immediately.

**8.1.2.** The Visitor shall be obliged to treat the rented object and its inventory with care. When leaving, the Visitor shall leave the rented object in an orderly and clean condition. Any damage caused to the rented object by the Visitor or Co-Visitor must be reported to the Accommodation Provider by the latter before departure. The damage must be immediately recorded, determined and settled (with the manager/reception).

**8.1.3.** If the Accommodation is left behind unclean or with damage to, e.g., the inventory, a part of or the total deposit, as referred to in article 5.4.3, may be retained.

**8.1.4.** The Accommodations may only be used for recreational purposes, unless explicitly agreed upon otherwise in writing. Recreational purposes shall in any case not be understood to mean the use of the Accommodation during the period that one or more of the users of that Accommodation are performing work, regardless of whether it is paid or unpaid and regardless of whether it takes place in employment or outside employment.

## **8.2. Maximum number of persons allowed to stay/visit**

**8.2.1.** It is not allowed to use the reserved Accommodation with more than the maximum number of persons (including children and babies) allowed in the Accommodation as stated on the Website (<http://www.chaletparckrabbenkreek.com/>). In that case, the Accommodation Provider may refuse the (Co-)Visitor access to the Accommodation. The latter is not entitled to any compensation.

**8.2.2.** It is not allowed to receive visitors or to let them stay overnight without prior approval of the Accommodation Provider (partly in connection with the regulations of the local fire brigade).

## **8.3. Further conditions of use**

**8.3.1.** If the Accommodation is located in the Park, in a building or in another environment that is not managed by Chaletparc Krabbenkreek, these general terms and conditions shall not apply.

**8.3.2.** The Accommodation Provider is entitled to set conditions (including rules of conduct and dress) 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 will be included in the (Park) Rules that apply to the relevant Accommodation.

**8.3.3.** The (Park) Regulations can be found on the Website and can be downloaded from there and/or will be sent free of charge to the (Co-)Visitor on request.

**8.3.4.** The (Co-)Visitor accepts the conditions of these (Park) Regulations and shall abide by all the rules laid down therein.

**8.3.5.** In the event that the (Co-)Visitor violates any of the provisions of the concluded Agreement, the General Terms and Conditions, the Park Regulations and/or the general rules of morality and decency, then the Accommodation Provider or Chaletparc Krabbenkreek, on behalf of the Accommodation Provider, shall be entitled to terminate the Agreement with the Visitor with immediate effect and to remove the (Co-)Visitor from the Accommodation and the Park (or have him/her removed), without Chaletparc Krabbenkreek being obliged at that time to refund any amounts paid by the Visitor and without prejudice to the right of Chaletparc Krabbenkreek to claim compensation.

## **8.4. Choice of Accommodation**

**8.4.1.** The Visitor is himself responsible for the choice of an Accommodation which meets his wishes or requirements or those of his Co-Visitor(s).

**8.4.2.** Chaletparc Krabbenkreek cannot be held liable for any lack of suitability and/or adaptation of the Accommodation and/or the Park to the wishes/requirements of the Visitor or Co-Visitor(s).

## **8.5. Pets**

**8.5.1.** Primarily, 1 pet (dog) is allowed in the offered Accommodations unless otherwise notified.

**8.5.2.** Pets must be registered at all times.



**8.5.3.** Notification of pets after the reservation will be considered as a modification, as referred to in article 4.3. and must meet the conditions set forth therein.

**8.5.4.** The undeclared taking of pets can be cause for the Accommodation Provider to refuse access to the Park and/or the Accommodation, even if it is stated on the Website that pets are allowed.

**8.5.5.** There are extra (cleaning) costs and conditions attached to bringing pets. The pet owner is responsible for the pet and its sanitary facilities at all times. The pet must be kept on a leash at the Park. Faeces must be cleaned up immediately. The pet must be "taken out" outside the Park for its needs.

**8.5.6.** Pets must at all times demonstrably satisfy the health and vaccination requirements of the country in which the Accommodation is located. Not meeting these requirements or not being able to demonstrate that these requirements are met may be cause for the Accommodation Provider not to allow the pet into the Accommodation or into the Park.

**8.5.7.** The Visitor is and shall at all times remain liable for any damage caused by the pet to the Accommodation Provider, Chaletparc Krabbenkreek and/or Third Parties, even if such damage is the result of the requirements referred to in 8.5.5 and 8.5.6 not being met.

## **ARTICLE 9 - FACILITIES (IN OR OUTSIDE THE PARK)**

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

**9.1.1.** In the descriptions of the Accommodations on the Website, information is provided regarding the facilities that are offered, including any costs that are known to Chaletparc Krabbenkreek. Chaletparc Krabbenkreek processes all known information about the presence, the costs and the opening hours of all facilities with great care. If Chaletparc Krabbenkreek is informed of any changes, then this will be indicated on the Website under the relevant Accommodation.

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

**9.1.3.** Chaletparc Krabbenkreek is not liable for any unexpected costs charged or changed on site for the use of facilities or services offered by third parties.

**9.1.4.** Chaletparc Krabbenkreek cannot guarantee that the facilities specified on the Website will always be available. Especially outside of the high season, it may occur that certain facilities are closed. In many cases, facilities in an accommodation are leased to third parties, so Chaletparc Krabbenkreek and/or the Owner of the relevant Accommodation do not have any mandatory influence on the opening hours. This applies, for example, to a restaurant, bar, swimming pool, supermarket and entertainment etc. This also applies to such facilities in the vicinity of the Accommodation.

## **ARTICLE 10 - TRAVEL INFORMATION**

### **10.1 Travelling to and from the Accommodation**

**10.1.1.** The travel to and from the reserved Accommodation shall be arranged by the (Co-)Visitor and is entirely at his own expense and risk.

### **10.2. Arrival and departure**

**10.2.1.** The times of arrival and departure may vary from one Accommodation to another and may be indicated on the itinerary or arrival voucher.

**10.2.2.** Early arrival is at your own risk.

**10.2.3.** In the event of an unexpected late arrival, the Visitor shall inform the manager of the booked Accommodation thereof directly by telephone.



**10.2.4.** If there is no answer, then the Visitor must contact Chaletparc Krabbenkreek by telephone.

**10.2.5.** If the provisions of 10.2.3 and/or 10.2.4 have not been complied with, then the Accommodation shall remain reserved for the Visitor for a maximum of 24 hours after the end of the period of arrival.

**10.2.6.** If the Visitor does not arrive within these 24 hours or otherwise reports to the Accommodation Provider or Chaletparc Krabbenkreek within this period, the booking shall be considered cancelled under the conditions of article 4.1. of these General Terms and Conditions.

**10.2.7.** In the event of late arrival or early departure the costs for the entire reserved period shall be payable by all reservations.

#### **(Travel) documents and other obligations**

**10.3.1.** The (Co-)Visitor is responsible for providing all the necessary (travel) documents and/or mandatory vaccinations for persons and (domestic) animals. Chaletparc Krabbenkreek does not accept any responsibility for the lack of proper travel documents and/or the lack of mandatory vaccinations or health certificates.

### **ARTICLE 11 – COMPLAINTS**

*Chaletparc Krabbenkreek makes a distinction between complaints prior to the holiday and complaints following the stay.*

#### **11.1. A complaint prior to your holiday**

**11.1.1.** Complaints about the booking process, the Website, the provision of information or service of Chaletparc Krabbenkreek must be submitted to Chaletparc Krabbenkreek at all times. Chaletparc Krabbenkreek will attempt to resolve the complaint as quickly as possible.

#### **11.2. Complaints about the Accommodation and/or the Park**

**11.2.1.** If the (Co-)Visitor has a complaint about the Accommodation, the Park or the facilities, he shall always first submit this complaint to the reception desk of the Park in order to enable it to resolve the complaint immediately.

**11.2.2.** If a solution cannot be found, the (Co-)Visitor can contact Chaletparc Krabbenkreek, so that it can try to find a solution as quickly as possible. Chaletparc Krabbenkreek will try to resolve the complaint within 48 hours.

**11.2.3.** Contacting Chaletparc Krabbenkreek outside of office hours is only intended for emergencies and serious complaints.

**11.2.4.** If the (Co-)Visitor fails to report his/her complaint to Chaletparc Krabbenkreek by telephone or in writing during his/her stay, as a result of which Chaletparc Krabbenkreek does not have the opportunity to resolve the complaint, the (Co-)Visitor shall not be able to make any claims on Chaletparc Krabbenkreek at a later date. Any right to compensation will then lapse.

#### **11.3. Complaint procedure**

**11.3.1.** A complaint (submitted by telephone) that has been submitted to Chaletparc Krabbenkreek and that is not resolved to the satisfaction of the (Co-)Visitor, must be submitted to Chaletparc Krabbenkreek in writing, within 4 weeks after the date of departure from the Accommodation, together with photos and/or other evidence.

**11.3.2.** Complaints that are submitted later will not be processed.

**11.3.3.** Upon receipt of the complaint by Chaletparc Krabbenkreek, the (Co-)Visitor shall receive a confirmation of receipt within one month. This confirmation states how the further procedure of the complaint will be.

## **ARTICLE 12 - LIABILITY**

### **12.1. Limitation of liability Chaletparc Krabbenkreek.**

**12.1.1.** Chaletparc Krabbenkreek is not liable for loss and/or theft (including money), damage to property, or any damage or injury caused to the (Co-)Visitor due to any cause whatsoever.

**12.1.2.** The use of all facilities and services at the holiday destination is at the risk of the (Co-)Visitor.

**12.1.3.** Chaletparc Krabbenkreek shall not be liable for any damage that is suffered because the rented Accommodation does not meet the requirements or wishes of the Visitor.

**12.1.4.** Chaletparc Krabbenkreek cannot accept any liability for any unexpected (building) activities in the vicinity of the reserved Accommodation, work that is being carried out on access roads and/or main roads, noise nuisance caused by neighbours, church bells, cars, trains or agricultural machinery, nuisance caused by vermin and environmental problems in the vicinity of the Accommodation.

**12.1.5.** Obvious errors or mistakes on the Website(s) are not binding on Chaletparc Krabbenkreek.

**12.1.6.** Chaletparc Krabbenkreek is not responsible for the accuracy of any (photo) material that is provided and/or compiled by a third party.

**12.1.7.** The Website contains hyperlinks to other websites. Chaletparc Krabbenkreek is not responsible for these websites and does not accept any liability in relation to the legality, availability or accuracy of any information contained on these websites. The content of these websites shall never form part of the Agreement.

**12.1.8.** The (Co-)Visitor is deemed to be aware of the local laws and regulations. Chaletparc Krabbenkreek shall not be liable for the consequences of any violation thereof by the (Co-)Visitor.

**12.1.9.** In all cases, the liability of Chaletparc Krabbenkreek for direct and indirect damage is limited to the amount that is paid out under the liability insurance of Chaletparc Krabbenkreek, less the excess paid by Chaletparc Krabbenkreek. The term 'indirect damage' in the previous sentence, as opposed to the term 'direct damage', includes: consequential damage, damage caused by delays, damage caused by delays, damage caused by having to stay longer than planned. If Chaletparc Krabbenkreek's insurance company does not pay out - regardless of the reason for the payment - the liability of Chaletparc Krabbenkreek is limited to the amount of the Travel sum less VAT, up to a maximum of EUR 1,500 (in words: fifteen hundred euros) per event or series of connected events.

### **12.2. Liability of the Visitor**

**12.2.1.** Notwithstanding the provisions of Article 7, the Accommodation Provider shall be free to make regulations available to the (Co-)Visitor concerning the use of the Accommodation and everything that belongs to it.

**12.2.2.** During the stay, the Visitor shall be liable for any damage caused during the stay to the Accommodation, its furnishings and all items belonging to the booked Accommodation, irrespective of who caused the damage. The settlement of this damage shall, in the first instance, be between the Accommodation Provider and the Visitor.

**12.2.3.** If the damage is not settled with the Accommodation Provider, Chaletparc Krabbenkreek is entitled to hold the Visitor (on behalf of the Accommodation Provider) liable for the (suffered) damage. All costs connected to this shall be borne by the Visitor and shall be specified on the confirmation invoice.

## **ARTICLE 13 - PRIVACY**

### **13.1. Use of (personal) data**

**13.1.1.** The personal details that are provided with respect to the reservation will be used to process the reservation. If there is a change in the information already provided, then the (Co-)Visitor is obliged to inform Chaletparc Krabbenkreek of this immediately in writing.

**13.1.2.** The information that is provided will also be included in the client database of Chaletparc Krabbenkreek for the purpose of communication between Chaletparc Krabbenkreek and the Visitor in relation to the booking (for example, in connection with invoicing, sending the necessary information in relation to the booking, etc.) and in order to send offers and information about Chaletparc Krabbenkreek.

**13.1.3.** On the Website, under the heading 'Privacy Policy', it is stated which details are required and how they will be used.

## **ARTICLE 14 - APPLICABLE LAW AND COMPETENT COURT**

**14.1.** Dutch law shall apply to the Agreements concluded, amended or supplemented on the basis of these General Terms and Conditions, unless another law is applicable on the grounds of mandatory rules.

**14.2.** Disputes concerning the Agreement may only be submitted to the competent court in the district of Zeeland-West-Brabant, unless it concerns a dispute in which the parties cannot choose a competent court, in which case the court declared competent by law will be competent.

## **ARTICLE 15 - OTHER PROVISIONS**

### **15.1. Changes**

**15.1.1.** Chaletparc Krabbenkreek reserves the right to make changes to the Website and/or its offer without prior notification.

### **15.2. Correspondence**

**15.2.1.** All correspondence to Chaletparc Krabbenkreek in relation to the Agreement must be addressed by post or by e-mail to:

**Chaletparc Krabbenkreek**

Attn. RUSA B.V.

p/a Telheidestraat

16006 SC - Weert

Netherlands

E-mail: [info@chaletparckrabbenkreek.com](mailto:info@chaletparckrabbenkreek.com)

**15.2.2.** Chaletparc Krabbenkreek is entitled to change the addresses specified in Article 15.2.1. The Website will always state the correct contact details.

**15.2.3.** The Visitor is responsible for providing the correct contact details and must immediately report any changes in his/her contact details to Chaletparc Krabbenkreek.

**15.2.4.** Chaletparc Krabbenkreek shall preferably send notifications to the Visitor by e-mail. The Visitor cannot claim that he is not receiving e-mail messages from Chaletparc Krabbenkreek because the contact details are not (or are no longer) correct or because the e-mail address is not (or is no longer) correct, or due to (technical) problems on the part of the Visitor and/or the provider of the Visitor.

**15.2.5.** Different conditions may apply to business bookings and long-term lets with respect to, inter alia, the rental price, deposit, cleaning and bed linen.

The content of this Website has been compiled with the greatest possible care. However, no liability for changes or omissions can be accepted. Unforeseen price increases imposed by the government may be passed on to the tenant. All prices in the price list are subject to change. Obvious (writing) errors and mistakes in this Website do not bind us.

**Last update: 21 July 2022**