

TERMS AND CONDITIONS

Article 1: Definitions

In the following it is understood by:

Hotel de Nieuwe Doelen: The owners of Hotel de Nieuwe Doelen, located in Middelburg.

Services: in the broadest sense of the word, the provision by Hotel de Nieuwe Doelen of accommodation and/or the provision of rooms with all associated activities and/or services.

Customer: the natural or legal person who has concluded an agreement with Hotel de Nieuwe Doelen for the provision of Services. Customer is also understood to mean the intermediary who has concluded an agreement for the provision of Services, whether or not in the name of his or her relationship.

Guest: the person to whom Hotel de Nieuwe Doelen must provide the Services on the basis of an agreement concluded with a Customer.

Where in these terms and conditions the term Guest is referred to, this also includes the person(s) accompanying or accompanying the Guest. Unless expressly stated otherwise, in this context Guest or Customer shall mean both the Guest and the Customer.

Hotel Agreement: the agreement concluded between Hotel de Nieuwe Doelen and the Customer under which Hotel de Nieuwe Doelen provides services for the benefit of that Customer and/or Guest against payment by the Customer or the Guest. Where in these terms and conditions are referred to as Hotel Agreement, this also includes any other agreement to which these terms and conditions have been declared applicable.

Reservation Value: the value of the Hotel Agreement.

Online reservation: the reservation made using the reservation form that is available on the website of Allyourz (www.allyourz.nl), whereby the Customer and Hotel de Nieuwe Doelen enter into an agreement, which stipulates for what period and under what conditions the Hotel Agreement will be executed.

Article 2: Applicability

2.1 The general terms and conditions apply in full to all offers, agreements and other commitments, by whatever name, arising from the agreement(s) to which these terms and conditions have been declared applicable, unless otherwise agreed in writing.

2.2 Offers or agreements or stipulations deviating from these general terms and conditions are only valid if expressly agreed in writing with Hotel de Nieuwe Doelen.

2.3 The applicability of the general terms and conditions used by the customer (by whatever name) is hereby excluded/rejected, unless otherwise agreed in writing. In the latter case, if there is a conflict between these terms and conditions and the terms and conditions used by the customer, these terms and conditions will prevail.

Article 3: Conclusion of the hotel agreement

3.1 Hotel de Nieuwe Doelen reserves all rights to waive the conclusion of a hotel agreement at any time.

3.2 Hotel de Nieuwe Doelen will never refuse a hotel agreement on grounds of discrimination, as referred to, among other things, in Article 429quater of the Criminal Code (discrimination).

3.3 All offers for the conclusion of a hotel agreement are without obligation and in any case only apply insofar as the capacity of Hotel de Nieuwe Doelen is sufficient.

3.4 Any hotel agreement entered into by a customer is deemed to have been concluded partly at the expense and risk of this customer. Any payment by a guest will free the customer to the same extent.

Article 4: Obligations of Hotel de Nieuwe Doelen

4.1 Hotel de Nieuwe Doelen will make the agreed accommodation available to the guest during the agreed period and/or provide the agreed service in accordance with the quality standards applicable within Hotel de Nieuwe Doelen.

4.2 The provisions as described above under 4.1 do not apply:

in case of force majeure, as described below in article 12;
if the guest does not appear;
if the customer does not, or does not fully meet, the obligations that the customer has towards Hotel de Nieuwe Doelen, for whatever reason.

4.3 Unless otherwise agreed in writing, Hotel de Nieuwe Doelen will make the accommodation available to the guest from 3:00 pm on the day of arrival, until 11:00 am on the day of departure.

4.4 Hotel de Nieuwe Doelen is entitled to offer the guest other hotel accommodation than would be made available according to the hotel agreement. In case this is inconvenient for the guest, the guest or customer has the right to terminate the hotel agreement with immediate effect. In the event that the hotel accommodation offered and accepted by the customer or guest is cheaper than the original accommodation, Hotel de Nieuwe Doelen will make the amount of the savings available to the guest or customer. Hotel de Nieuwe Doelen will under no circumstances be obliged to pay any further compensation.

Article 5: House rules

5.1 In order to maintain order and tranquility within Hotel de Nieuwe Doelen and to guarantee the good quality of service for all guests, Hotel de Nieuwe Doelen has so-called house rules. These house rules are located at the reception and are clearly perceptible to the guest.

5.2 Hotel de Nieuwe Doelen is entitled, without notice, to terminate the hotel agreement with a guest if a guest violates the house rules or behaves in such a way that order, peace or normal operation of the hotel can be disturbed as a result. The guest must leave the hotel upon first request. Hotel de Nieuwe Doelen is not obliged to motivate its request and it is also not obliged to refund the reservation value.

5.3 Hotel de Nieuwe Doelen strives to offer its guests and employees a smoke-free environment (including in the rooms). Violation of this rule will result in a fine of €100.00.

5.4 Hotel de Nieuwe Doelen is entitled to dissolve any hotel agreement due to (fear of) disturbance of public order. Dissolution will take place after consultation with the local authority. In those cases, Hotel de Nieuwe Doelen is not obliged to pay any compensation.

5.5 Hotel de Nieuwe Doelen will not add beds in rooms, unless an exception has been agreed in writing between the customer and Hotel de Nieuwe Doelen.

Article 6: Online reservations

6.1 When making the online reservation, the customer enters all the requested data on the reservation form on the website and confirms the correctness of the information transmitted.

6.2 The online reservation is established after Hotel de Nieuwe Doelen has received the reservation form and confirmed it to the customer.

6.3 If the arrival and/or departure date is changed, the original, definitive, online reservation will lapse and a new definitive online reservation will have to be made in mutual consultation.

6.4 The confirmation referred to in Article 6.2 will be sent by e-mail after receipt of the reservation form.

6.5 The customer pays the total amount of the online reservation at once when making the reservation via the secure payment module or leaves details of a credit card valid on arrival.

6.6 Cancellation of the reservation free of charge is possible up to 24 hours before the check-in date. After this time, 100% of the reservation value is due.

Cancellation of reservations via allyourz.nl is possible free of charge up to 5 days before the check-in date. After this time, 100% of the reservation value is due.

Groups from 10 people can cancel free of charge up to 4 weeks before the check-in date. After this time 100% of the reservation value is due.

Non-refundable rates are non-cancelable or changeable. In case of cancellation or no-show, 100% of the reservation value is due.

6.7 Hotel de Nieuwe Doelen compiles the information on its website with the greatest care. Nevertheless, during the transfer of data and/or due to technical failures or other circumstances, inaccuracies in the data and/or the data may be incomplete. All online reservations made are subject to changes and/or errors. If changes and/or errors as referred to in this article lead to a change in the price, the customer is entitled to cancellation free of charge. In that case, no rights can be derived from the online reservation made.

6.8 Hotel de Nieuwe Doelen cannot be held responsible for the non-execution or incorrect execution of the online reservation in the event of force majeure, or due to the fault of the customer, as well as the unavailability of the internet, inability to access the website and intrusion from outside, viruses or in case of prepayment, refusal of the bank.

Article 7: Cancellation

7.1 Cancellation must be dated, in writing or by e-mail. A customer cannot derive any rights from a verbal cancellation.

7.2 Non-refundable rates are not cancelable or changeable. In case of cancellation or no-show, 100% of the reservation value is due.

Article 8: Liability of Hotel de Nieuwe Doelen

8.1 Unless there is intent or gross negligence on the part of Hotel de Nieuwe Doelen, Hotel de Nieuwe Doelen does not accept any liability whatsoever.

8.2 Unless there is intent or gross negligence on the part of Hotel de Nieuwe Doelen, Hotel de Nieuwe Doelen accepts no liability for damage caused to or with vehicles of the guest.

8.3 Unless there is intent or gross negligence on the part of Hotel de Nieuwe Doelen, Hotel de Nieuwe Doelen accepts no liability for damage that arises directly or indirectly to anyone or anything as a direct or indirect result of any defect or by whatever name, in or on any immovable or movable property owned by Hotel de Nieuwe Doelen or otherwise at the disposal of Hotel de Nieuwe Doelen.

8.4 A liability of Hotel de Nieuwe Doelen will never go beyond the value of the Hotel Agreement, or the compensation for the damage, as covered by the insurance of Hotel de Nieuwe Doelen.

8.5 Unless there is intent or gross negligence on the part of Hotel de Nieuwe Doelen, Hotel de Nieuwe Doelen is not liable for damage to or loss of property of guests. The customer indemnifies Hotel de Nieuwe Doelen against claims from guests in this regard.

8.6 Hotel de Nieuwe Doelen is fully indemnified by the customer with regard to any claim, by whatever name, that a guest or third party asserts or may make against Hotel de Nieuwe Doelen with regard to the claims in the broadest sense of the word of the concluded hotel agreement. This indemnification obligation also applies to the hotel agreement if it has been dissolved in whole or in part for whatever reason.

Article 9: Liability of guest and/or customer

9.1 The customer and/or guest is/are jointly and severally liable for all damage that is or will arise for Hotel de Nieuwe Doelen or a third party as a direct or indirect result of breach of contract and/or an unlawful act committed by the customer and/or guest. .

9.2 This liability also applies with regard to the violation of the house rules committed by the guest.

9.3 This liability also applies to damage caused by any item and/or other property of which the customer and/or guest is the owner or who is under its supervision.

9.4 A liability of Hotel de Nieuwe Doelen will never exceed the value of the hotel agreement, or the compensation for the damage, as covered by the insurance of Hotel de Nieuwe Doelen.

9.5 Unless there is intent or gross negligence on the part of Hotel de Nieuwe Doelen, Hotel de Nieuwe Doelen is not liable for damage to or loss of property of guests. The customer indemnifies Hotel de Nieuwe Doelen against claims from guests in this regard.

9.6 Hotel de Nieuwe Doelen is fully indemnified by the customer with regard to any claim, by whatever name, that a guest or third party asserts or may make against Hotel de Nieuwe Doelen with regard to the claims in the broadest sense of the word of the concluded hotel agreement. This indemnification obligation also applies to the hotel agreement if it has been dissolved in whole or in part for whatever reason.

Article 10: Prices and payment

10.1 Prices may differ per type of accommodation, time of reservation, payment conditions and cancellation conditions.

10.2 The customer owes Hotel de Nieuwe Doelen the amounts stated in the hotel agreement. Hotel de Nieuwe Doelen may charge a fee to the customer and/or guest for special services, such as an extra room change.

10.3 All bills, including the bill for cancellation or no show, will be paid by the customer and/or the guest by internet payment. Middelburg is designated as the place of payment.

10.4 The customer and/or guest is/are jointly and severally liable for all claims that Hotel de Nieuwe Doelen has and/or will have against one or both of them for

whatever reason. Neither the customer nor the guest can/can invoke any privilege of enforcement.

10.5 The customer is expected to conclude the hotel agreement on behalf of each guest. By appearing, the guest indicates that the customer was authorized to represent him in this regard.

10.6 Hotel de Nieuwe Doelen has a right of retention on all goods brought by the guest, as long as the guest and/or customer has not fully met the payment obligation towards Hotel de Nieuwe Doelen.

10.7 Payments are made in euros.

Article 11: Provision of information and privacy

11.1 The guest is obliged, partly in connection with legal regulations, to provide personal information upon arrival and to complete the registration form for this purpose.

11.2 Hotel de Nieuwe Doelen will use this information in connection with the guest's stay.

11.3 For the rest, Hotel de Nieuwe Doelen will act in accordance with the provisions of the Privacy Protection Act and its own privacy statement available on the website.

Article 12: Force majeure

12.1 Force majeure includes illness among personnel that makes business operations reasonably impossible, war, threat of war, riot, strike or occupation, water damage, molestation, terrorism, fire, flood and/or government measures.

12.2 In case of force majeure, Hotel de Nieuwe Doelen can either cancel or suspend the hotel agreement. In that case, there is no obligation on the part of Hotel de Nieuwe Doelen to compensate any damage.

Article 13: Lost and Found

13.1 The guest is obliged to return any items found in the hotel that are lost or left behind in the hotel to Hotel de Nieuwe Doelen as soon as possible.

13.2 Hotel de Nieuwe Doelen acquires the ownership of objects of which the rightful claimant has not reported to Hotel de Nieuwe Doelen within 2 weeks of their return.

13.3 Lost items will be sent at the expense and risk of the guest. Hotel de Nieuwe Doelen can never be obliged to send it back.

Article 14: Applicable law and disputes

14.1 All agreements, by whatever name, are governed by Dutch law to the exclusion of foreign laws and treaties such as the Vienna Sales Convention.

14.2 All disputes, by whatever name, arising from an agreement to which these terms and conditions apply, will be submitted to the Court.

14.3 Any invalidity of one or more provisions in the conditions does not affect the validity of the other provisions. If a provision, for whatever reason, turns out to be invalid, Hotel de Nieuwe Doelen and the customer and/or guest are deemed to have agreed on a valid provision that approximates the invalid provision as closely as possible in scope and scope.