



Terms and Condition accommodation Op de Horst

Article 1: Definitions

In these terms and condition is meant by:

- a. Holiday accommodation: Cottage rented at accommodation Op de Horst;
- b. Entrepreneur: the company which makes the holiday accommodation available to the recreational user, also know as Op de Horst;
- c. Recreational user: the person who is entering the agreement for the holiday accommodation with the entrepreneur;
- d. Co-founder: person who is indicated at the agreement;
- e. Third party: every other person who is not a part of the (fellow) recreational users;
- f. Agreed price: the compensation that is paid for the use of the holiday accommodation; this must be stated on the basis of a price list which is not included in the price;
- g. Costs: all costs for the entrepreneur associated with the exercise of the recreation business;
- h. Information: written / electronic information about the use of the holiday accommodation, the facilities and the rules concerning the stay;
- i. Cancellation: the written termination by the holiday maker of the contract before the start date of the stay.
- j. A dispute: if a complaint from the holiday maker submitted to the entrepreneur has not been resolved to the satisfaction of the parties.

Article 2: Content agreement

1. The accommodation is only available for recreational purposes, not for permanent residence. The entrepreneur will make the accommodation available to the recreational user of the type that has been agreed for the agreed period and the agreed price
2. The entrepreneur is obliged to provide the holiday maker with the written information on the basis of which this agreement is concluded in advance. The entrepreneur will always notify the recreational user in time in writing, if there are changes to the agreement.
3. If the information deviates significantly from the information as provided at the conclusion of the agreement, the recreational user has the right to cancel the contract without costs.
4. The recreational user has the obligation to comply with the agreement and the accompanying information. He ensures that co-founder (s) and / or third party (s) visiting and / or staying with him comply with the agreement and the related information.
5. If the conditions in the agreement and / or the associated information are in conflict with these conditions, these conditions apply. This does not detract from the fact that the recreational user and the entrepreneur can make individual supplementary agreements that deviate from these conditions in favor of the recreational user.

Article 3: Duration and expiry of the agreement

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

Article 4: Price and price change

1. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.
2. If after setting the agreed price, by an increase of the burden on the part of the entrepreneur, additional costs arise as a result of a change of charges and / or levies, which directly relate to the holiday accommodation or the recreational user, these can be charged to the recreational user, even after the conclusion of the contract.

Article 5: Payment

1. The recreational user must make the payments in euros, unless otherwise agreed, with due observance of the agreed deadlines.
2. If the recreational user fails to fulfill his payment obligation within a period of two weeks after the written reminder, despite prior written notice, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right 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 recreational user access to the holiday 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, are at the expense of the recreational user. If the total amount has not been paid in time, the statutory interest rate on the outstanding amount will be charged after written notice.

Article 6: Cancellation

1. In the event of cancellation, the recreational user pays a compensation to the entrepreneur. This amounts to:
 - if canceled more than three months before the commencement date, 15% of the agreed price;
 - upon cancellation within three to two months before the effective date, 50% of the agreed price;
 - in case of cancellation within two to one month before the commencement date, 75% of the agreed price;
 - in case of cancellation within one month before the commencement date, 90% of the agreed price;
 - in case of cancellation on the day of the commencement date, 100% of the agreed price.
2. The compensation will be refunded proportionally, after deduction of administration costs, if the place is made by a third party on the recommendation of the recreational user and with the written consent of the entrepreneur reserved for the same period or a part of it.

Article 7: Use by third parties

1. Use of the holiday accommodation by third parties is only permitted if the entrepreneur has given his written permission for this.
2. Conditions can be given to the consent given, which must then be recorded in writing.

Article 8: Premature departure of the recreational user

The recreational user owes the full price for the agreed tariff period.

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

1. The entrepreneur can cancel the agreement with immediate effect:

- a. If the recreational user, co-founder (s) and / or third party (parties) fulfill the obligations under the agreement, the accompanying information and / or the government regulations, despite prior written warning, not or not properly complying with or observing to such an extent that, according to the standards of reasonableness and fairness, the entrepreneur can't be required to continue the agreement;
 - b. If the recreational user, despite prior written warning, causes nuisance to the entrepreneur and / or co-creators, or the good atmosphere, or in the immediate vicinity of the accommodation spoils;
 - c. If the recreational user, in spite of prior written warning, acts contrary to the destination of the accommodation.
2. If the entrepreneur wishes interim termination and eviction, he must let the recreational user know by personally handed out letter. In that letter, the recreational user should be alerted to the possibility of submitting the dispute to the court . In urgency situation the written warning can be omitted.
 3. After termination, the recreational user must ensure that the holiday accommodation has been vacated and the grounds have been vacated as soon as possible, but no later than 4 hours.
 4. The recreational user will, in principle, keep the amount and pay the agreed rate.

Article 10: Legislation and regulation

1. The entrepreneur is obligated that the accommodation, both internally and externally, meets the government environmental and safety requirements at all times.
2. The recreational user is obliged to all safety rules on the site. In addition, he also ensures that co-founder (s) and / or third party (s) visiting and / or staying with him strictly comply with the safety regulations applicable in the field.

Article 11: Maintenance and construction

1. The entrepreneur is responsible for maintaining the recreational facilities and the central facilities in a good state of maintenance.
2. The recreational user is obliged to keep the holiday accommodation and the immediate surroundings during the term of the agreement in the same condition as the recreational user has received it.
3. It is not permitted that the recreational user, co-founder (s) and / or third party (s) are digging, trees to caps, to cut bushes or carry out any other activity of such a nature.

Article 12: Pets

1. It is not allowed, for the recreational user, co-founder (s) and / or third parties, to let pets stay in the holiday accommodation during the term of the agreement.

Article 13: Smoking

1. It is not permitted for the recreational user, co-creator (s) and / or third parties to smoke in the holiday accommodation during the term of the agreement.

Article 14: Liability

1. The legal liability of the entrepreneur for other than injury and death damage is limited to a maximum of €455,000. per event . The company is obliged to insure itself for it.
2. The entrepreneur is not liable for an accident, theft or damage on his property, whether this is the result of a shortcoming attributable to the entrepreneur.
3. The entrepreneur is not liable for damage to your property and / or loss of your property during your stay or during the stay of your goods in the building or on the premises.
4. The entrepreneur is not liable for consequences of extreme weather influences or other forms of force majeure.
5. The entrepreneur is liable for failures in the utilities, unless he can invoke force majeure.
6. The recreational user is liable to the entrepreneur for damage caused by doing or (leaving) himself, the co-founder (s) and / or third party (s), in so far as this concerns damage to the recreational user, the co-founder (s) and / or third party (s) may be imputed.
7. The entrepreneur is obligated, after notification by the maker of nuisance, that are caused by other recreational users to take appropriate action.

Article 15: Geschillenregeling

1. The recreational user and the entrepreneur are bound by judgments of the judge.
2. Dutch law applies to all disputes concerning the agreement. Only a Dutch court has jurisdiction in such disputes.
3. In case of a dispute over the conclusion or performance of this agreement, the dispute shall be within 12 months after the date of the maker to determine the complaint to the court submitted in writing or in another shape ruled by a judge. If the entrepreneur wants to submit a dispute to court, the entrepreneur is obliged to announce to the recreational user that, after the expiration of 5 weeks he will feel free to bring the dispute before the court.