De Coulissen-Conditions of stay

Article 1: Definites

In these conditions:

a. Holiday home: bungalow, summer house, hiker's hut and the like;

b. entrepreneur: owner who owns the holiday accommodation, and available makes to the holiday maker;

c. holiday maker: the person who enters into the holiday accommodation agreement with the entrepreneur;

d. holiday maker: the person (s) specified on the agreement;

e. third party: any other person, not being the holiday maker and / or his co-creator (s);

f. agreed price: the compensation that is paid for the use of the holiday accommodation; in this case a price list must state what is not included in the price;

g. costs: all costs for the entrepreneur associated with the exercise of the recreation accommodation;

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 date of commencement of the stay.

Article 2: Content agreement

1. For recreational purposes, not for permanent residence, the entrepreneur makes available to the holiday maker a holiday accommodation of the type or type that has been agreed for the 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 always makes changes to this known in writing to the holiday maker in time.

3. If the information deviates significantly from the information as provided at the conclusion of the agreement, the holiday maker has the right to cancel the contract without costs.

4. The holiday maker 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 stipulated in the agreement and / or associated information is in conflict with De Coulissen conditions, De Coulissen shall apply requirements.This does not detract from the fact that the holiday maker and the entrepreneur can make individual supplementary agreements that deviate from these conditions in favor of the holiday maker.

Article 3: Duration and expiry of the agreement

1. 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 are determined by the entrepreneur.

2. If, after the agreed price has been determined, additional costs will arise as a result of a change in charges and / or additional costs on the part of the entrepreneur. levies, which are directly on the holiday accommodation or the holiday maker relates, these can be passed on to the holiday maker, even after the conclusion of the contract.

Article 5: Payment

1. The holiday maker must make the payments in euros, unless otherwise agreed, with due observance of the agreed deadlines.

2. If the holiday maker 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 right of the entrepreneur to full payment of the agreed price.If on the day of arrival the entrepreneur is not in possession of the total amount due, he is entitled to deny the holiday maker access to the holiday accommodation, without prejudice to the right of the entrepreneur to full payment of the agreed price.

3. The extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, are at the expense of the holiday maker.If the total amount has not been paid in time, the statutory fixed interest rate will be charged on the outstanding amount after written summons.

Article 6: Cancellation

1. In the event of cancellation, the holiday maker pays a compensation to the entrepreneur.This amounts to:

- If canceled more than three months before the starting date, 15% of the agreed price;

- In the event of cancellation within three to two months before the commencement 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 the event of cancellation within one month before the effective date, 90% of the agreed price;
- in the event 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 reserved by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur, for the same period or a part thereof.

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 given consent, which they must be recorded in writing in advance.

Article 8: Premature departure of holiday maker

The holiday maker owes the full price for the agreed tariff period.

Article 9: Interim termination by the entrepreneur and eviction at accountable shortcoming and / or deed.

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

- If the holiday maker, co-creator (s) and / or third party (s) fail to comply or comply with the obligations arising from the obligations in the agreement, the related information and / or the government regulations, in spite of prior written warning, and to such extent that, according to the standards of reasonableness and fairness, the entrepreneur can not be required to continue the agreement;
- If the holiday maker, despite prior written warning, causes nuisance to the entrepreneur and / or co-creators, or the good atmosphere, or in the immediate vicinity of the site;
- If the holiday maker, in spite of prior written warning, by using the holiday accommodation in violation of the destination of the site.

2. If the entrepreneur wishes interim notice and eviction, he must let the holiday maker know by personally handed out letter.

3. After termination, the holiday maker must search for the holiday accommodation to be vacated and the grounds have been vacated as soon as possible, but no later than 4 hours.

4. The holiday maker remains in principle bound to pay the agreed rate.

Article 10: Law and regulations

1. The entrepreneur takes care of it at all times that the holiday accommodation, both internally and externally, complies with all environmental and safety requirements that can be imposed on the holiday accommodation by the government.

2. The holiday maker is obliged to strictly comply with all safety regulations that apply on the grounds.He also ensures that co-founder (s) and / or third party (s) visiting and / or staying with him strictly comply with the safety regulations that apply in the field.

Article 11: Maintenance and construction

1. The entrepreneur is obliged to enter the recreation area and the central facilities maintain a good state of maintenance.

2. he holiday maker is obliged to the holiday accommodation and keep the immediate vicinity, during the term of the agreement, in the same condition as the holiday maker has received it.

3. The holiday maker, co-creator (s) and / or third parties are not permitted to dig on the site, to cut trees, to shrub bushes or to perform any other activity of such a nature.

Article 12: Liability

1. The entrepreneur is not liable for an accident, theft or damage on his property, unless this is the result of a shortcoming attributable to the entrepreneur.

2. The entrepreneur is not liable for consequences of extreme weather influences or other forms of force majeure.

3. The entrepreneur is liable for failures in the utilities, unless he can invoke force majeure.

4. The holiday maker is liable to the entrepreneur for damage caused by doing or (leaving) his own, the co holiday maker (s) and / or third party (s), in so far as this concerns damage that can be attributed to the holiday maker, the co holiday maker (s) and / or third party (parties).

5. The entrepreneur undertakes to take appropriate measures after notification by the holiday maker of nuisance caused by other holiday makers.