

TERMS & CONDITIONS

Article 1: Definitions.

In these conditions the following definitions apply:

1. Vacation residence: Roggeslootweg 125, 1795 JX De Cocksdorp.
2. Lessor: Niels van de Walle, residing at Watersnip 5 in 1191 TH Ouderkerk aan de Amstel, who puts the vacation residence at the disposal of the holiday maker.
3. Holiday maker: the person who enters into the agreement concerning the vacation residence with the lessor.
4. Fellow holiday maker: the person who together with the holiday maker makes use of the vacation residence.
5. Third party: any other person, not being the holiday maker and/or his fellow holiday maker(s).
6. Agreed price: the remuneration that is paid for the use of the vacation residence; herewith it must be indicated by means of a price list what is not included in the price.
7. Costs: all costs for the lessor related to the exercise of the rental.
8. Information: written/electronic data about the use of the vacation accommodation, the facilities and the rules concerning the stay.
9. Disputes Committee: the Recreation Disputes Committee in The Hague.
10. Cancellation: the written termination by the holiday maker of the agreement, before the starting date of the stay.
11. Dispute: when a complaint submitted to the lessor by the holiday maker has not been resolved to the satisfaction of the parties.

Article 2: General

1. The lessor shall put at the disposal of the vacation maker, for recreational purposes, i.e. not for permanent residence, a vacation residence of the type agreed upon, for the agreed upon period and the agreed upon price.
2. The lessor is obliged to provide the holiday maker in advance with the written information on the basis of which this agreement is also concluded. The written information can be found on the website kaapzilt.nl and in the General Terms and Conditions. When entering into the agreement, the holiday maker is expected to have taken note of that written information. The lessor shall always inform the holiday maker of any changes therein in writing through this website.
3. If the information deviates substantially from the information provided at the conclusion of the agreement, then the holiday maker shall be entitled to cancel the agreement without any costs. In case of unforeseen circumstances, closed park facilities are not considered as substantially deviating information.
4. In the event that, due to unforeseen circumstances, the swimming pool and/or indoor play hall at vacation park de Krim is closed for at least half of the rental period, a compensation of up to 3% of the rental sum may be given on request.
5. The holiday maker has the obligation to comply with the agreement and related information. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him observe the agreement and the information belonging thereto.
6. In the event that the provisions of the agreement and/or the accompanying information conflict with the general conditions, the general conditions shall prevail. This does not affect the fact that the holiday maker and the lessor can make individual additional agreements whereby these conditions are deviated from in favor of the holiday maker.
7. In the vacation residence it is allowed to stay overnight with a maximum of 6 holidaymakers, of which a maximum of 4 adults.
8. Pets are not allowed in the vacation accommodation.
9. Charging of electric cars at the vacation accommodation is not allowed. In case of demonstrable charging of an electric car, the right to return the deposit will immediately expire. Damage will be recovered from the holiday maker.

Article 3: Duration and expiration of the agreement

The agreement starts at the moment of confirmation of the reservation by the lessor. The agreement ends by operation of law after the expiration of the agreed period, without notice of termination being required.

Article 4: Price and price changes

1. The price is agreed on the basis of the rates valid at that time, which are determined by the Lessor.
2. In the event that after determination of the agreed price, because of an increase of the expenses on the side of the lessor, additional costs arise as a consequence of a change in charges and/or levies, which are directly related to the vacation residence or the holiday maker, then these may be passed on to the holiday maker, also after the conclusion of the agreement.

Article 5: Tourist tax and deposit

1. Tourist tax is not included in the rental price and is calculated separately for the period of stay. The rate for 2023 is €2.30 per recreant and for 2024-2025 €2.40 per recreant (all ages) per night.
2. The landlord charges a deposit of €200, unless otherwise agreed. The deposit is not included in the rental price.

3. The deposit is refunded within two weeks after departure. In case of damage, shortcomings or improper use of the rented property by the lessee, the lessor may reasonably determine to withhold part or all of the deposit.

Article 6: Payment

1. The holiday maker must make payments in euros in accordance with the agreed conditions.
2. The holiday maker owes the lessor a down payment of 30% of the total rental sum including deposit and tourist tax, to be paid within 7 days after receipt of the confirmation, after which the booking is final. The remaining 70% of the total rental sum must be paid no later than 8 weeks before the start of the rental period.
3. If the holiday maker, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of two weeks after the written demand, the lessor shall be entitled to dissolve the agreement with immediate effect, without prejudice to the right of the lessor to full payment of the agreed price.
4. If on the day of arrival the lessor is not in possession of the total amount due, he shall be entitled to deny the holiday maker access to the vacation residence, without prejudice to the right of the lessor to full payment of the agreed price.
5. The extrajudicial costs reasonably made by the lessor, after notice of default, shall be for the account of the holiday maker. In the event that the total amount has not been paid on time, statutory interest shall be charged on the outstanding amount after written summons.

Article 7: Cancellation

1. Cancellation can only be done in writing via hallo@kaapzilt.nl.
2. In case of cancellation, the holiday maker shall pay a compensation to the lessor. This amounts to:
 - a. in case of cancellation more than three months before the start date 25% of the agreed price;
 - b. in case of cancellation within three to two months before the commencement date, 50% of the agreed price;
 - c. for cancellation within two to one month before the commencement date, 75% of the agreed price;
 - d. in case of cancellation within one month to two weeks before the commencement date, 90% of the agreed price;
 - e. for cancellation within two weeks to the day of the commencement date, 100% of the agreed price.
3. The remuneration shall be refunded pro rata, after deduction of administration costs, in the event that the place is reserved by a third party for the same period or a part thereof on the recommendation of the holiday maker and with the written consent of the lessor.

Article 8: Use by third parties

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

Article 9: Late arrival and/or premature departure of the holiday maker

The holiday maker shall owe the full price for the agreed upon rate period.

Article 10: Premature termination by the lessor and eviction in the event of an attributable shortcoming and/or wrongful act

1. The lessor may terminate the agreement with immediate effect:
 - a. In the event that the holiday maker, fellow holiday maker(s) and/or third party/parties do not or do not properly observe or comply with the obligations under the agreement, the accompanying information and/or government regulations, despite prior written warning, and to such an extent that, by the standards of reasonableness and fairness, the lessor cannot be required to continue the agreement;
 - b. In the event that the holiday maker, despite prior written warning, causes nuisance to the lessor and/or fellow holiday makers, or spoils the good atmosphere on, or in the immediate vicinity of the grounds;
 - c. In the event that the holiday maker, despite prior written warning, by using the vacation residence acts contrary to the destination of the grounds.
2. If the lessor wishes interim termination and eviction, he must notify the holiday maker by handed letter. This letter must point out to the holiday maker the possibility of submitting the dispute to the Disputes Committee. The written warning can be left in urgent cases.
3. After termination, the holiday maker must ensure that the vacation residence is vacated and the grounds are left as soon as possible, but at the latest within 4 hours.
4. The holiday maker shall in principle remain obliged to pay the agreed rate.

Article 11: Laws and regulations

1. The lessor shall ensure at all times that the vacation residence, both internally and externally, complies with all environmental and safety requirements that are or may be imposed on the vacation residence by the authorities.
2. The holiday maker shall be obliged to strictly observe all safety regulations in force on the grounds. He shall also see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him strictly observe the safety regulations in force on the grounds.

Article 12: Maintenance and construction

1. The lessor shall be obliged to keep the holiday grounds and the central facilities in a good state of maintenance.
2. The holiday maker shall be obliged to keep the vacation residence and its immediate surroundings, during the term of the agreement, in the same state in which the holiday maker received it.
3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed to dig on the grounds, to cut down trees, to trim bushes or to carry out any other activity of a similar nature.

Article 13: Liability.

1. The lessor is not liable for any accident, theft or damage on its premises unless it is the result of a shortcoming attributable to the lessor.
2. The lessor is not liable for consequences of extreme weather conditions, pandemics, infectious disease, acts of nature, terrorism, serious conflicts (molestation), atomic nuclear reaction, political unrest, sudden unannounced strikes, negative travel advice, or other forms of force majeure.
3. The lessor is liable for utility failures on his property, unless he can invoke force majeure.
4. The holiday maker shall be liable towards the lessor for any damage caused by the acts or omissions of himself, the fellow holiday maker(s) and/or third party/parties, as far as it concerns damage that can be attributed to the holiday maker, the fellow holiday maker(s) and/or third party/parties.
5. The lessor shall not be liable for any nuisance caused by other holidaymakers, municipal work, or other work, but undertakes to take appropriate measures after notification by the holidaymaker of nuisance caused by other holidaymakers.
6. The lessor is not liable for whether or not an event takes place in event hall De Krim.
7. Whether or not the vacation accommodation is used with the group composition intended by the holiday maker is not a liability of the lessor.

Article 14: Settlement of disputes

1. The holiday maker and the lessor are bound by rulings of the Disputes Committee.
2. Dutch law shall apply to all disputes in connection with the agreement. Only the Disputes Committee or a Dutch court is authorized to take cognizance of these disputes.
3. In the event of a dispute regarding the conclusion or execution of this agreement, the dispute must be submitted to the lessor in writing or in another form to be determined by the Disputes Committee not later than 12 months after the date on which the holiday maker submitted the complaint to the lessor. If the lessor wishes to bring a dispute before the Disputes Committee, he must ask the holiday maker to decide within five weeks whether or not he wishes to come to the Disputes Committee. The lessor must thereby announce that he will consider himself free to bring the dispute before the court after the aforementioned period has expired. In those places where the conditions speak of Disputes Committee, a dispute can be submitted to the court. If the holiday maker has submitted the dispute to the Disputes Committee, the lessor shall be bound by this choice.
4. For the handling of disputes, please refer to the Regulations of the Recreation Disputes Committee. The Disputes Committee is not authorized to handle a dispute that relates to illness, injury, death or the non-payment of an invoice that is not based on a material complaint.
5. A fee is payable for handling a dispute.

Version: July 2023