

# General Terms and Conditions

Camperyard Buitenplaats Molenwei

The general terms and conditions apply to all bookings, made directly or indirectly at Buitenplaats Molenwei.

# **Article 1: Definitions**

A. Camping spot: temporary space / camping pitch for camper or tent;

B. Entrepreneur: the company, institution or association that makes camping pitch available to the guest;

C. Main guest: the person who has made an agreement with Buitenplaats Molenwei regarding the rental of camping pitch;

D. Co-guest: traveling party of the main guest;

E. Visitors: those who are received by the main guest;

F. Logee: visitors who are received by the main guest and stay overnight in own camping equipment

G. Agreed price: the fee that is paid for the use of the space;

H. Third: any other person, not being a guest;

I. Costs; all costs for the entrepreneur that are related to the exercise of the nature and recreation farm;

J. Information: written / electronic data about the use of the facilities and the rules regarding the stay.

# Article 2: Content agreement / reservation

A. Reservations can be made on the basis of availability and by persons over 21 years old.B. The lead guest is obliged to show proof of identity upon arrival. A copy of this can be made by the entrepreneur.

C. The entrepreneur offers the guest access to a camping spot of the kind or type that has been agreed for recreational purposes, i.e. not for permanent residence, for the agreed period and the agreed price. The maximum period of stay is 7 days.

D. The entrepreneur is obliged to provide the guest in advance with the written information on the basis of which this agreement is also concluded. The entrepreneur will always notify the guest in writing of any changes to this in writing.

E. The reservation is only final after receipt of the (down) payment. After payment you will receive a payment confirmation with the agreed rental period for camping spot, the number of people and the extras booked.

F. The maximum number of people stated at the camping spot is the maximum number of guests allowed for the camping spot.

E. When making the reservation, the mandatory costs will be charged immediately, these costs concern on or camping pitch, reservation costs, bicycles and the tourist tax. These costs can be found at the reservation.

F. The main guest, fellow guests and / or are visitors are obliged to adhere to the regulations / house rules as applicable at Buitenplaats Molenwei.

# Article 3: Duration and expiry of the agreement

The agreement ends by operation of law after the expiry of the agreed period, without any notice being required.



#### Article 4: Price and price change

A. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.

B. If, after the agreed price has been determined, additional costs arise due to an increase in the burden on the part of the entrepreneur as a result of a change in charges and/or levies that directly relate to the holiday home or the guest, these can be passed on to the guest, even after the conclusion of the agreement.

## **Article 5: Payment**

A. The guest must make payments in euros, unless otherwise agreed, with due observance of the agreed terms.

B. If the guest, despite written / electronic reminders, does not fulfill his payment obligation within 14 days after reminder, the entrepreneur has the right to cancel the reservation immediately.

C. If the entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the guest access to the camping spot, without prejudice to the entrepreneur's right to full payment.

D. The extrajudicial costs reasonably incurred by the entrepreneur, after notice of default, will be borne by the guest. If the total amount is not paid on time, the legally established interest rate on the outstanding amount will be charged after written summons.

E. After booking a camping pitch, payment must be made within 8 days. After receipt of this deposit of 50 % the booking is final. The remaining amount must be paid no later than 8 days before arrival date. F. All amounts are stated in euros and include VAT.

## Article 6: Arrival and departure

A. The days of arrival are standard friday, saturday and sunday. Other days check-in is possible after contact bij phone or e-mail. During holidays 7 days a week check-in. Check-in 15 – 19 pm.
B. On the day of arrival you are welcome at the outdoor area from the reserved check-in time onwards. On the day of departure, you are asked to vacate the camping spot before 12 am.
C. Camping pitches are left clean

E. If the camping spot is left earlier than the agreed rental period, we cannot give a refund for this. This also applies to the arrival period.

#### **Article 7: Rebooking and cancellation**

A. After booking your stay you can rebook it free of charge up to 31 days in advance B. If a payment has already been made within this period, the booking can be rebooked free of charge to another date.

B. When rebooking 30 - 8 days in advance, 25% of the booking price will be charged extra. Cancellation is possible free of charge up to 61 days before the start of your stay, except if your stay starts within 31 days after booking

C. If the entire booking is canceled, the guest pays a fee to the entrepreneur. This amounts to:

- if canceled up to 61 days before the reservation 0% costs;

- if canceled 60 - 15 days before the start of the stay, 25% of the total booking price;

- if canceled 14 4 days before the start of the stay, 50% of the total booking price;
- if canceled 3 day (s) before the start or on the day of arrival, 100% of the total booking price.

## **Article 8: Visitors**

A. Receiving 4 visitors in own camping equipment is allowed, but they must be registered at the reception and pay the visitor's rate.

Visitors may stay on the premises of the entrepreneur between 11 am and 9 pm B. Logees must always be registered at the reception and tourist tax is payable for the number of nights they stay.



## **Article 9: Pets**

- A. Pets are not allowed on the location of the entrepreneur
- B. Pets of Campsite visitors are not allowed
- C. Pets have no access to the water, green spaces, meadows and the play areas

#### Article 10: Premature termination of the agreement

The entrepreneur has the right to cancel the agreement with immediate effect in the following situations:

A. If the main guest, co-guest and/or visitors violates the rules included in these general terms and conditions and in the house rules of the entrepreneur.

B. If the main guest, co-guest and/or visitors continue to cause nuisance to the entrepreneur and/or other guests after a warning and if the good atmosphere on the immediate vicinity of the site is spoiled.

C. If the main guest, co-guest and/or visitors violate the legal rules.

D. In the above situations, the entrepreneur will first give a warning, unless the violation is so serious that it demands immediate cancellation.

E. If the situation does not improve and the entrepreneur wishes an interim cancellation, the main guest will be informed personally.

F. After cancellation, the main guest must ensure that the accommodation or camping spot is cleared and leave the grounds as soon as possible, no later than 4 hours.

G. The guest is obliged to pay the fully agreed rate.

#### Article 11: Laws and regulations

A. The guest is obliged to strictly comply with all safety regulations applicable on the premises and to ensure that his fellow guests and or visitors also comply with these safety regulations.B. The main guest, co-guest and/or visitors must be in possession of a valid ID.

#### Article 12: Maintenance and construction

A. The entrepreneur is obliged to keep the recreation area and the central facilities in a good state of maintenance.

B. The guest, co-guest and/or visitors are not allowed to dig, cut down trees, prune shrubs or carry out any other similar activity on the site.

C. The entrepreneur is not liable for an accident, theft, loss or damage on his site, unless there is gross negligence on the part of the entrepreneur or (one of) its employees

D. The entrepreneur is not responsible for the consequences of extreme weather conditions or other forms of force majeure.

E. The entrepreneur is responsible for failures in the utilities, unless it can rely on force majeure.

F. The guest is liable towards the entrepreneur for damage caused by the actions or neglect of himself, co-guests and/or his visitors, in so far as it concerns damage that can be attributed to the guest, co-guest and/or visitors.

G. The entrepreneur is obliged to take appropriate measures after a guest has reported nuisance caused by other guests.

# Article 13: Use of facilities

A. The entrepreneur has various facilities terasses and a jeu de boule court.

B. Entering these facilities is at own risk. The entrepreneur is not liable for any damage by entering and/or using these facilities.

C. Fishing is allowed along the canal on the dike. For the welfare of the fish only use defenseless hooks

D. Bicycles, e-bikes and Kickbike steps can be rented at the reception, for which a separate agreement is concluded.

E. No internet avallable.



F. There are power supply for private camping equipment on the camping field. Extra costs.

## **Article 14: House rules**

By entering the premises of the entrepreneur, the main guest, co-guest and visitor agree to *the regulations/house* rules of Campsite Molenwei.

## Article 15: Applicable law and disputes

On the agreement between the entrepreneur and the main guest only Dutch law applies. Disputes arising from the concluded between the parties agreement and/or these general terms and conditions, below including the mere collection of the amount due, will be brought before a civil court in Amsterdam, this only insofar as the law allows

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