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### **General Terms of Business**

#### **1.Application**

**1.1** With reference to all lodgings and equipment which is rented by "Tulp and Zee " or from with her associated enterprise, these general terms of business are applied to all offers, reservations and arrangements.

**1.2** In these general terms of business the person who concludes with " Tulp and Zee " a contract to rent or to the use of the lodging is understood by the concept "Tenant".

**1.3** One understands by the concept of "users" also "guest" called the tenant and the persons announced by the tenants who will use the lodging leasehold by the tenants and/or other equipment.

**1.4** These general terms of business are to be applied in spite of your preliminary indications or possible own conditions or other general terms of business. All general terms of business to which you refer or are used by you are declined by "Tulp & Zee".

**1.5** The arrangements which deviate from these general terms of business are valid only if they were agreed in writing.

#### 2. Reservations

**2.1** "Tulp & Zee" accepts reservations only from persons who are 18 years or older. Reservations carried out by persons who are younger than 18 years are not valid.

**2.2** "Tulp & Zee" reserves the right - without information of reasons - to refuse divergent reservations; in particular groups.

**2.3** If "Tulp & Zee" works on your reservation, "Tulp & Zee" will send you a written confirmation/bill (also by email) within 15 work days after confirmation of the reservation. On receipt of this confirmation you should verify this immediately if it is correct. You should inform "Tulp & Zee" immediately of possible errors.

**2.4** Should you not have a written confirmation/bill within 15 work days after reservation, you should immediately get in touch with the reservation department to inquire, why the reservation can not be carried out.

**2.5** At that moment, in which "Tulp & Zee" has sent you the written confirmation/bill the contract between you and "Tulp & Zee" has taken place.

**2.6** The contract refers to the rent of the lodging and or other facilities to for use, and or temporary habitation of a short duration.

#### 3. Contract changes

**3.1** If you want to attach changes in the contract, "Tulp & Zee" is not obliged to accept the changes. It is "Tulp & Zee" who will determine, to what extent the changes are accepted. In case "Tulp & Zee" accepts your changes, "Tulp & Zee" will confirm this in writing and can charge to you for change costs.

#### 4.Claim

**4.1** It is not permitted for the tenant and other users to sublease the lodging for use to other persons not identified in the contract; unless this was agreed in writing with "Tulp & Zee".



**4.2** If you and "Tulp & Zee" have agreed that you will sublease to one or more users you remain the tenant and primarily responsible to "Tulp & Zee" for the payment of the rent price, the change costs (see article 3.1) and possible additional costs as a result of the representation and cancellation fees.

#### 5. Prices

**5.1** You are obliged towards "Tulp & Zee" to pay the agreed rent as mentioned in the written reservation confirmation (at the same time the bill). If the costs from "Tulp & Zee" (staff, energy, taxes etc.) after the end of the contract provably and unexpectedly have risen, "Tulp & Zee" has the right to raise costs and pass the raised cost to you. If this price increase was concluded within 3 months after the contract is carried out and this price increase is more than 5% of the before agreed price amount you have the right to cancel this contract.

**5.2** If the contract about the reservation/bill was sent off by "Tulp & Zee" price reductions and or special offers cannot be used anymore.

**5.3** All prices include value added tax, unless other information was provided.

#### **6** Special costs

**6.1** You, the tenant, are responsible for added costs such as linen/bedding, health resort rate and the costs of the final cleaning including contributions for other deliveries.

#### 7. Payment

**7.1** With reservations which have been confirmed in writing by a bill 2 months before the beginning of the period of rental lease a deposit can be required by means of a deposit bill. This deposit should be immediately transferred to "Tulp & Zee";

**7.2** The rent, which is raised by charged costs after deduction of a possible deposit bill, as mentioned in the concerning bill, has to be paid to "Tulp & Zee" in a extreme number date.

**7.2** With the reservations which are affected within 2 months before your stay the whole reservation amount has to be paid immediately and all at once with reservation; unless a extreme number date was given or you have booked by telephone; then the payment counts within 14 days after the date of issue of the contract/bill. If after your arrival in our park we find that the reservation amount was not been deposited (completely) into the account of "Tulp & Zee" you have to pay (part or the whole amount) immediately. With lack of payment "Tulp & Zee" can prohibit you the use of the lodging and or other facilities. Should we find out later that you had given a payment order to your bank, but the amount had not been deposited on time before the arrival on the account of "Tulp & Zee", the restitution of overpayment will be credited back afterwards.

**7.3** By delay of payment on the amount that was charged to you, you will be immediately considered in delay of payment. In this case "Tulp & Zee" will provide a written possibility for you to pay the outstanding amount within 7 days. Is the payment missing furthermore, "Tulp & Zee" reserves the right to cancel the contract at the beginning of the day at which the appointment of 7 days has been passed by. You will be responsible for damages which "Tulp & Zee" suffers or will suffer as a consequence of this ( this includes



# all costs which "Tulp & Zee" have had in connection with your reservation and the cancellation) in any case "Tulp & Zee" has the right to charge for cancellation fees per lodging. In this case reaches the regulation of article 13.

**7.4** Tulp & Zee retains the right at any time to demand (for whatever reason) any future payments created by your use.

#### 8 Arrival and departure

**8.1** Check in time per reservation confirmation at the day of arrival will be at 16.00 o' clock. Check out time for the agreed upon departure date will be at or before 10.00 o'clock (as informed on the reservation confirmation)

**8.2** If you wish to extend your stay passed the original arrangement date with "Tulp & Zee" for a longer time than the agreed period of rent and "Tulp & Zee" agrees, "Tulp & Zee" is entitled to assign you to lodging.

**8.3** If the use of the lodging and/ or the equipment is finished earlier than to the date agreed on the reservation confirmation, the tenant has no rights on restitution of the rent and / or costs which are charged by "Tulp & Zee". If you have concluded before a resignation assurance and you perform to the conditions put by contract, you can submit a damage complaint on grounds of the former ending of your stay immediately at the insurance society.

#### 9. Regulations

**9.1** All guests have to comply with the rules put up by "Tulp & Zee", which are fixed in the park rules. You can request these rules upon arrival.

**9.2** In agreement with the local orders you are obliged to identify yourself at check-in. If the guests are not able to submit an identity card "Tulp & Zee" can and may not accommodate the guests.

9.3 Every lodging may be inhabited only by the number of persons which is given in the pamphlet.

**9.4** "Tulp & Zee" reserves the right to attach changes in the plan with regard to the opening times of the facilities in the park. For the care of the necessary maintenance you approve without right on reimbursement that during your stay in the lodging or equipment the working measures are carried out.

**9.5** For safety reasons it is not allowed to put up tents near the lodging.

**9.6** The tenant has to leave the lodging well- swept: leave no washing, draw off bed linen, fold it and lay it in the hall, clean the kitchen and decontaminate garbage in the concerning containers.

9.7 The tenants are obliged to rent bed linen from "Tulp & Zee".

**9.8** With regard to the rules taken up in general terms of business, park rules and/ or rules, which do not follow the instructions of the staff, "Tulp & Zee" has the right to expel the tenant and any other users right away from the park without a restitution of the rent price or a part of it.



**9.9** If the park management has serious reason to believe that the tenant in a lodge has a conflict or a quarrel with the law and or the public order and/ or the good customs, the park management is entitled to get access to the holiday apartment.

#### **10. Domestic animals**

**10.1** Depending on the lodging, one or two domestic animals of the tenant or user of "Tulp & Zee" are admitted at most. If you and or other users like to take domestic animals you have to announce this directly by reservation. In this case a surcharge which must be paid is charged to you by "Tulp & Zee". "Tulp & Zee" reserves the right – without information of reasons - to refuse domestic animals on the park. Anyone in single lodgings, domestic animals are not admitted.

**10.2** Domestic animals have no access to the water fountains and to the facilities of the centre. Domestic animals are to be led beyond the lodging in the park in a dog's lead. Order instructions must be obeyed. Domestic animals are to be controlled in public ways and must perceive the possibilities of the public disposal of the excrement.

**10.3** You have to take your dog basket and flea- ribbons and are a duty for dogs and cats.

**10.4** Animals held in cages are free (nevertheless, they have to be announced by reservation.)

**10.5** Domestic animals of visitors are not admitted.

**10.6** Counts to the animal transport within the lands of the EU that you are in possession of an identity card according to the European model from the  $3^{rd}$  July, 2004. The animals must be inoculated against great fury and the identification by means of a chip or tattoo is a duty. You are responsible yourself for the fact that you dispose of the right travel documents which are necessary for your regulation.

#### 11. Break and missing

11.1 The tenant, who is named on the reservation confirmation, is responsible for taken care of all Items and equipment in and around the leased lodging and the park; in so far as this is influenced by him or his society. 11.2 The tenant is consider the responsible party, and carries all the liability for him/herself and is responsible for others users in his party, for damages by break and or the damage of the inventory and or lodging. The tenant must announce possible damages immediately to "Tulp & Zee" he has to pay for this immediate the tenant must prove that he has not originated the resulted damage on grounds of his guilt, the guilt of another user or by another member of his society.

#### 12. Amount of security deposit

**12.1** At the beginning of your stay "Tulp & Zee" can require a security deposit in the amount of 150 Euros or an agreed upon amount per lodging. In the case that the security deposit is not paid immediately, "Tulp & Zee" has the right to prohibit any access to the lodging and the use of the lodging for the tenant and other users.

**12.2** If you remain in delay with the payment of the security deposit, "Tulp & Zee" can furthermore exercise their right to cancel the arrangement effective immediately.



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**12.3** The return of any security deposit if any will be refunded to the tenant after settlement demand from damages to "Tulp & Zee", after the lodging was vacated – Lodging needs to be vacated in the same condition as it was before it was occupied as per regulations in article 9. Possible claims to damage substitute are not affected by this restitution.

#### 13. Cancellation fees

**13.1** If a reservation is cancelled, your cancellation fees are as follows: If you cancel to 28 days (4 weeks) before your arrival, 30% of the whole costs and by cancellation from the  $28^{th}$  day before arrival or later the whole costs of the agreed rent plus additional costs are due.

13.2 You can insure yourself against such loss by purchasing a travel insurance policy at the time of reservation.

**13.3 You** have the right to cancel after written confirmation of reservation or if reservation was done via phone call within 3 working days from time of reservation per article 13.1 comes into force.

**13.4** If you have not arrived within 24 hours after the agreed appointment without communication, this reservation is considered cancelled.

#### 14. Book in Advance

**14.1** There is the possibility to create a reservation for a period in which the rates are not announced yet. A deposit of 75 Euros is required in advanced which will be credited at time of reservation approval. If the temporary reservation cannot be finalized, there will be no refund of the deposit. However, as soon as "Tulp & Zee" accept the reservation and is made final, the tenant can within 15 work days shift the reservation, free of charge, to another period.

#### **15. Mother Nature and Changes**

**15.1** In case that "Tulp & Zee" is by higher power not able to accept on time the reservation completely or in part, "Tulp & Zee" will within have 14 days after that to notify you that it is impossible for the arrangement and will present an amendment (for another lodging, other time etc.)

**15.2** Mother nature may on part of "Tulp & Zee" exist, when the execution of the arrangement all or a part, even if it is not preventable by time or by circumstances which do not allow the terms of "Tulp & Zee"; Examples of these are by war, danger, personnel strikes, blockades, fires, floods and other disturbances or events.

**15.3** You are entitled to reject the amendment. If you reject the amendment, it must be within 10 work days on receipt of the amendment. In this case "Tulp & Zee" has the right to cancel the arrangement with immediate effect. You have the right on decree and or return of (the already partly paid) rent. "Tulp & Zee" will not be obliged to compensate for single damages.

#### **16.** Cancellation

**16.1** "Tulp & Zee" has the right at any time to discontinue with immediate effect the arrangement if it turns out that with the reservations were made under false pretences/uncompleted or incorrect personal data by you and or other users. In such a case no restitution of the rent or from parts of it will take place – No refund of any kind will be made.



#### 17. Liability

**17.1** "Tulp & Zee" doesn't take liability for theft (including theft from bungalow safe deposits and other), loss or damage from or in things as well as persons, during or as a result of a stay in one of our parks and or the renting the use of the lodging and or other facilities from "Tulp & Zee", unless it is in the course of carelessness on the part of "Tulp & Zee" or (one) of his employees.

**17.2** The liability of damages which result from the loss of a travelling companion or a company, as well as other secondary damages, are excluded under every fact. More importantly "Tulp & Zee" is not responsible for damages for claims to reimbursement existing on grounds of travel insurance and/ or resignation insurance or any other insurance.

17.3 "Tulp & Zee" is not responsible for disturbances or errors of the services done by third party.

**17.4** The liability on grounds of a wrongful action is limited, in any case, to maximum 75,000 Euros per personal mishap, per guest, per lodging. The liability is in any case limited for material damages to maximum 1,500 Euros per tenant/ user per lodging.

**17.5** Together with the user, you are primarily responsible for every loss/damage in the leased lodging and or other owners of "Tulp & Zee" which have originated during your use or the use of other users. In spite of that, whether this is the result of actions or reductions of yourselves and or from third party who are with you in the park.

**17.6** "Tulp & Zee" is not responsible for damage claims of third party who are the result of only your action or reductions to other users, your fellow-passengers or third party who are with your approval in the park.

**17.7** With inappropriate use or left behind items, including, but not restricted on extraordinary fulfilment of the lodging, additional costs will be charged which you are obliged to pay immediately.

#### **18.** Complaints

**18.1** In spite of the care and strains on the part of "Tulp & Zee" you may believe that you have a justified complaint with reference to your holiday lodging. You must first inform immediately and directly this complaint to the management of the park and your lodging. Should the complaint not be treated to your contentment, you have at latest one month, after your departure to submit the complaint in writing to: "Tulp & Zee" Attention to: Department of Customer Service, Randweg 10, 2204 AL, Noordwijk, zh, o.v.v. reservation number/billing number, information NAW, date of stay, name of park and lodging number. The complaint will be treated with the biggest care for you. Should this also not lead to an adequate solution, you have 3 months after your departure time to present the complaint by the objection committee in Den Hague with a judge authorized according to the law. The regulations of this committee have the effect of an obliging certificate.

#### **19. Applicable right**

19.1 The Dutch right reaches exclusively on the arrangements between you and "Tulp & Zee".



#### 20. Travel documents

**20.1** You are responsible to be in possession of valid travel documents yourselves. "Tulp & Zee" takes over no liability for the results which devote from the non- possession of travel documents.

#### 21. Universal

**21.1** Visible printing and type graphical errors do not bind "Tulp & Zee". With these general terms of business all preceding publications purge.

**21.2** All information which you deliver to us will be placed in our database. The data continuance is used for the company management. At the same time this information can be used to offer specific information and offers about our products and services; by ourselves as well as by third party. To provide this information and take advantage of offers, we provide your information with other companies. If you are not interested in us sharing your personal information, you can inform in writing and send to: "Tulp & Zee", Department of Customer Service, Randweg 10, 2204 AL, Noordwijk, zh.

#### **Special conditions**

Last minute prices are valid exclusively for new reservations. The given prices do not include final cleaning, energy costs and exclude reservation fees, bed linen (obliged) health resort rate, other deliveries and possible preferential costs; we reserve the right to change prices. The price you receive on a bill is binding. The lower prices in the last minute overview are not valid in combination with other reductions, actions, offers, all in arrangements or saving programs; the availability is limited and can vary per lodging type and date of arrival. All last minute offers counts the general terms of business of "Tulp & Zee".