

general terms and conditions



1. INTRODUCTION

1.1 These General Terms and Conditions apply to all price quotations, bookings and agreements relating to all holiday homes let by Ridderstee B.V., by its affiliated enterprises or by its representing party (parties), to be referred to hereinafter as: **“Ridderstee”**.

1.2 These General Terms and Conditions apply, regardless of any (prior) reference to any own terms and conditions or to other general terms and conditions. Ridderstee rejects any Terms and Conditions referred to; its terms and conditions apply exclusively and solely.

1.3 **The concept of “tenant” in these General Terms and Conditions is understood to mean: tenant and/or the person with whom Ridderstee concludes an agreement relating to rent/use of the holiday home(s). The concept of “user”, also indicated hereafter as “guest”, is understood to mean: tenant and the persons stated by the tenant as those who (will) use the holiday home(s) rented by the tenant.**

1.4 Arrangements derogating from these General Terms and Conditions will only apply after they have been agreed in writing and the parties have signed in agreement with them.

2. BOOKINGS

2.1 Ridderstee exclusively and solely deals with bookings made by people 21 years of age or older. Bookings by people younger than the said age have no legal validity.

2.2 If Ridderstee deals with and accepts a booking, it will send the tenant a confirmation, as well as an invoice, within 14 days after the booking has been made. The tenant is obliged to check such confirmation immediately after he or she has received it to ensure that it is correct; to communicate any shortcomings and/or mistakes to Ridderstee without delay, failing which, it must be assumed that the confirmation correctly and comprehensively reflects what has been agreed. Ridderstee expressly reserves the right to refuse, without giving any reasons, any deviating bookings, i.e., groups, or to set special terms and conditions for these.

2.3 If the tenant does not have a confirmation/invoice within 14 days after the booking has been made, such tenant must contact Ridderstee without delay. It will no longer be possible to lay claim to the booking if this is not done.

2.4 An agreement is formed between the tenant and Ridderstee at the moment that Ridderstee has confirmed the booking to the tenant. However, Ridderstee expressly points out that the booking that the tenant makes is final for the tenant from the moment that the tenant makes the booking, which therefore means that the tenant does not have any right of revocation and/or reflection period.

2.5 The agreement relates to renting (a) holiday home(s), which may be used exclusively and solely for recreational purposes and, in keeping with its/their nature, for a short time span.

2.6 Ridderstee has the right at all times to cancel/terminate all or part of the agreement with immediate effect at its own discretion if personal data provided of the tenant and/or users are incomplete and/or incorrect when the booking is made. In such a case, the principle is that there is no reimbursement of the rental or a part thereof.

3. PRICES

3.1 The tenant owes Ridderstee the agreed rental price, as stated in the confirmation, which is also the invoice of the booking. Price reductions and/or special offers do not apply after Ridderstee has sent the confirmation. The prices include VAT, unless there is an explicit statement to the contrary. The costs for cleaning, bed linen, booking and final handling fees are included in the prices.

3.2 Ridderstee has the right to implement price changes pursuant to amendments to the statutory regulations and/or provisions (including, for example, change to tourist tax, VAT, and the like), even if they arose after the agreement had been concluded, and, in the case of price drops, to deduct them.

4. ADDITIONAL COSTS

4.1 The tenant will also owe the tourist tax in addition to the rental price referred to in Article 3. The tourist tax contribution is determined by the municipality of Goeree-Overflakkee.

4.2 The tenant/user is obliged to use/rent the bed linen provided by Ridderstee and the accompanying costs are included in the rental price, see Article 3, sub-paragraph 1.

5. PAYMENT

5.1 While duly regarding the provisions below, the tenant must make a down payment of 35%, increased by the (tourist) tax, when making the booking. Payment of the above-mentioned amounts must be made within 7 days after the date on which Ridderstee sent the confirmation of the booking, in which the amounts owed have been included. A credit card is taxed immediately upon payment.

5.2 Ridderstee must have received the balance for the rental no later than 8 weeks before the day on which the tenant will occupy the holiday home(s) in accordance with the confirmation.

5.3 For bookings that are made 8 weeks or fewer before the date on which the holiday home(s) is (are) occupied, the total amount owed (the rental increased by any costs as referred to above) must be paid immediately when making the booking. If, upon arriving at Ridderstee, it appears that the amount owed has still not been deposited in full into the bank account of Ridderstee, then the balance must be paid immediately before the holiday home(s) is (are) occupied, failing which, Ridderstee has the right to refuse the use of the holiday home(s), without thereby being obliged to compensate any damage. Where it subsequently appears that the tenant had indeed given payment instructions but, due to circumstances, such payment had not been deposited into the account of Ridderstee in good time, and Ridderstee had not yet received it after the effective date of the above, then Ridderstee will reimburse the overpaid amount.

5.4 If the amounts invoiced to the tenant have not been paid in good time, the tenant will be in default immediately after the period within which they should have been paid has expired. If no payment is made (in good time), Ridderstee will at all times be entitled to cancel (terminate) the agreement without being obliged to pay any compensation, whereas the tenant is liable for any damage that Ridderstee suffers or will suffer as a result of this, which includes any costs that Ridderstee needed to incur in connection with the booking and the termination. In any event, Ridderstee has the right to charge cancellation costs per holiday home. In that case, the provisions of Article 7 apply. Ridderstee always has the right to charge claims against the tenant on any grounds whatsoever.

6. GUARANTEE

6.1 Ridderstee may demand that the tenant pay a guarantee upon commencement of the accommodation, which will be in proportion to the duration of the occupation and which Ridderstee stated upon confirmation.

6.2 The guarantee serves to guarantee the payment of any damage and/or costs - in the broadest sense of the word - which Ridderstee or the owner of the holiday home suffers/incurs if the tenant/user/guests does or do not fulfil his/her/their obligations or does or do not take enough care and/or act carelessly, as a result of which damage or additional costs is or are caused.

6.3 If the guarantee amount is required and is not paid in good time, i.e. within the period stated by Ridderstee and/or in accordance with the payment instructions indicated, Ridderstee will have the right to terminate the agreement with immediate effect, without being obliged to compensate any damage.

6.4 The guarantee amount or any balance thereof after claims (damage to the inventory/holiday home and/or other costs) by Ridderstee against the tenant and/or user have been settled, will be reimbursed, yet such will not prejudice any (further) claims for compensation for damages.

7. CANCELLATION COSTS

7.1 Cancellation costs will be owed if a booking is cancelled. The costs amount to 35% of the total amount if the cancellation is made up to 8 weeks before arrival, and to the total amount if the cancellation is made within 8 weeks of arrival.

7.2 The tenant is well advised to take out a cancellation insurance policy.

7.3 Where the tenant/user has not arrived and/or has not reported without any more detailed notification within 24 hours, to be counted from the normal check-in time, Ridderstee may regard this as cancellation and is entitled to the entire amount owed.

8. ADJUSTMENT/AMENDMENT TO THE AGREEMENT

8.1 Ridderstee is not obliged to accept any amendments that the tenant wishes to make to the agreement after such agreement has been formed. Ridderstee is the one to decide whether it will accept the said amendments. If it accepts the amendment, Ridderstee has the right to charge the tenant for any costs accompanying such amendment.

8.2 If, due to circumstances, Ridderstee needs to make a change to a reservation booked by the tenant with regard to the location or the type and/or place where the holiday home(s) is (are) located, Ridderstee must offer the tenant a suitable alternative to be considered by the latter.

8.3 Unless there is a different written agreement with Ridderstee, the tenant and users are not allowed to let anyone other than the persons named in the agreement use the holiday home(s) under any circumstances whatsoever and for any reasons whatsoever. If Ridderstee has agreed to this (in writing), the tenant, in addition to the user, will remain severally liable vis-à-vis Ridderstee to pay the outstanding part of the rental amount, the costs that have been incurred pursuant to the amendment and any other (additional) costs, without any exception whatsoever.

8.4 If Ridderstee is not able to execute all or part of the agreement due to *force majeure*, it must present a proposal of change within 10 days after it has taken due note of such impossibility. This may concern a different holiday home, a different period or a voucher. *Force majeure* on the part of Ridderstee is concerned where the agreement cannot be executed at all or cannot be executed in good time due to circumstances beyond its control such as fire, flooding, collapse, risk of war, personnel strikes and the like, which prevent normal functioning, and/or due to directives by the government, pursuant to which one is not allowed to stay in the holiday home at all.

8.5 If Ridderstee has made a proposal of change, the tenant must communicate in writing within a period lasting no longer than 10 days after the proposal of change was received, which part of the proposal he or she accepts, failing which, this will lapse.
In that case (i.e. of the lapse), Ridderstee has the right to terminate the agreement without being obliged to pay any compensation of any amount and/or damage.

9. ARRIVAL AND DEPARTURE

9.1 The rented holiday home(s) can be occupied as from 3 p.m. on the agreed day of arrival as stated on the booking confirmation. The holiday home(s) must be vacated before 10.30 a.m. on the agreed day of departure as stated in the booking confirmation.

9.2 If the tenant wishes to continue the agreement with Ridderstee for a longer period than agreed and laid down in the confirmation and Ridderstee can agree to this, Ridderstee will have the right at all times to designate a different holiday home.

9.3 If the use of the holiday home is terminated earlier than on the agreed date, as stated in the booking confirmation, the tenant will not have any right to reimbursement of (a part of) the rental and/or the costs. Where the tenant has taken out a cancellation insurance policy and the conditions set by the insurance company have been fully met, the tenant can submit a loss claim with the insurance company on the grounds of early termination of the stay and it is then up to the insurance company to judge whether this qualifies for payment.

10. PETS

10.1 Ridderstee allows a maximum of two pets (dogs or cats) of the tenant and/or users in a holiday home during the stay and only in the holiday home for which it has been indicated that pets may be allowed to stay. If the tenant and/or other users wishes/wish to take pets along, the tenant must mention this immediately when booking, and state the type of pet concerned, and Ridderstee is then at liberty to charge a supplement for this, which must be paid simultaneously with the rental to be paid. Ridderstee expressly reserves the right to refuse pets to the park without giving reasons.

10.2 Pets must be on leash in the park, i.e. outside the holiday home, at all times and may never walk or run around loose. They do not have access to the ponds, playgrounds, centre facilities or hospitality facilities unless there is a clear indication on site that this is allowed.

10.3 If pets are allowed, then a dog basket and/or cat basket must be taken along and put in the holiday home and the dog/cat must be protected against fleas, ticks or the like and they may not sit, stand or lie on the beds, sofas, chairs and the like. It is mandatory that they be vaccinated against rabies and that they can be identified by means of a chip or tattoo. Pets may not give cause for any inconvenience whatsoever. Ridderstee will decide whether or not this is the case.

10.4 Visitors' pets are not allowed.

11. ACCOMMODATION REGULATIONS

11.1 All guests must duly respect the rules laid down by Ridderstee, which have been recorded in the user and accommodation regulations, a copy of which is attached to these general terms and conditions.

11.2 **If requested, everyone is obliged to identify himself or herself upon “check-in” by means of a valid** and commonly used proof of identity (passport, ID card or driving licence). Ridderstee can decide not to grant access if the user(s) cannot present any valid proof of identity.

11.3 Every holiday home may only be used by the maximum number of people indicated for the respective holiday home on the Ridderstee website.

11.4 Ridderstee reserves the right to make any changes to the set-up and opening times of the park facilities.

For the purposes of essential maintenance and without any right to any compensation, the tenant/user must allow work to be performed to the holiday home or other facilities during the stay.

11.5 For safety purposes, putting up tents or similar constructions at the holiday home is not allowed.

11.6 Upon departure, the tenant must ensure that the holiday home is swept clean, that the dishes have been done, the beds have been stripped and the linen folded up and, if indicated, deposited in a central place in the holiday home. The refrigerator must be empty and clean, and the litter bag(s) must be put in the skips provided in the park for this purpose.

11.7 If the rules included in these general terms and conditions and/or listed in the user and accommodation regulations, or if the instructions issued by or on behalf of Ridderstee are not followed up, Ridderstee has the right to immediately remove the tenant/user from the park and then it will not be obliged to reimburse all or part of the rental amount and/or costs. Furthermore, Ridderstee has the right to enter the holiday home if it suspects that the tenant/user of a holiday home acts in conflict with the law, the public order and/or common decency and/or if it judges that there are any urgent reasons, to do so.

12. USE OF THE INTERNET

12.1 Ridderstee provides the tenant/user and those accompanying them with access to the internet by means of a Wi-Fi network. It is not liable for any damage pursuant to the fact that the internet is not fully functional or does not function properly. The tenant is responsible for the practical use of the internet and for the essential hardware and software, configuration, peripheral equipment and supporting connections and measures to secure the computer or operating system.

12.2 The tenant/user and those accompanying him or her must behave in a manner that can be expected of a due and diligent internet user when using the internet and must duly and fully respect all the statutory rules. He or she must refrain from any behaviour that can cause other internet users to perhaps experience any inconvenience and/or pursuant to which any damage can be caused to Ridderstee, in the broadest sense of the word. The tenant/user and those accompanying the tenant will refrain from visiting the internet websites of an unlawful nature or that are not in keeping with the reputation of Ridderstee as a provider of holiday homes.

12.3 If there is a constitution of suspicion of inconvenience to third parties an/or (other) internet misuse by the tenant/user and those accompanying the tenant, Ridderstee has the right to completely or partly block access to the internet without any further notification.

12.4 The tenant will indemnify Ridderstee against third-party claims for compensation of damages that such third parties in any manner whatsoever might be able (to attempt) to recover, to the extent that such claim is founded on the use that the tenant/user and those accompanying the tenant, made of the internet.

13. USE OF THE ACCOMMODATION; INVENTORY

13.1 The tenant/user and those accompanying the tenant must care for the holiday home and the inventory and apparatus therein and will refrain from any actions that can cause any damage thereto. They are jointly and severally liable for this. They are also liable for the damage caused by breakage of and/or loss of and/or damage to the inventory/equipment of the holiday home. If a tenant/user establishes damage, he or she must immediately report this to Ridderstee and he or she must pay the costs for repair if he or she has caused such damage. If the tenant/user establishes any damage when he or she arrives, he or she must report this immediately, failing which, Ridderstee may presume that the entire inventory/all the equipment is in place without any damage and/or breakage.

13.2 If the holiday home is used incorrectly or is vacated incorrectly, which includes, yet is not restricted to, extraordinary dirtying, additional costs will be charged, which the tenant/user is obliged to pay whenever requested to do so and, to the extent that it is adequate, Ridderstee can set such costs off against the guarantee amount paid.

14. LIABILITY

14.1 Ridderstee is not liable for the consequences (damage) caused by theft (including theft from holiday home safes), loss or damage to objects or people, of any nature or capacity whatsoever, during or pursuant to a stay at Ridderstee, unless grave fault on the part of Ridderstee or of (one of) its employees is involved. Neither is it liable for any interruptions in the service provision or defaults caused by services provided by third parties.

14.2 The tenant/user is severally liable for any loss and/or damage of any nature whatsoever to the holiday home, the household effects in it and/or installations forming part of the holiday home and/or properties of Ridderstee, caused during the use/stay by the tenant/user, regardless of whether this is the consequence of an action or omission by the tenant/user himself or herself and/or third parties who are in the park with the consent of the tenant/user.

14.3 The tenant/user indemnifies Ridderstee against any claims regarding damage suffered by third parties which are the result of any action or omission of the tenant/user and/or those that are in the park with the consent of the tenant/user.

15. COMPLAINTS

15.1 If the tenant/user is of the opinion that he has a legitimate complaint regarding the holiday home rented or the stay at the park, then he or she must report this to Ridderstee without delay. The complaint will then be treated with the greatest care and, if this was not done within a period of 2 months, at the most, and/or if this was not done to the complainant's satisfaction, such complainant is at liberty to take the measures he or she deems necessary.

16. PERSONAL DATA PROCESSING

16.1 To the extent that personal data are processed within the framework of executing operations, such personal data will be processed properly and carefully and in accordance with the Personal Data Protection Act and the General Data Protection Regulation.

16.2 Technical and organisational measures will be taken to protect personal data against loss or any other form of unlawful processing, thereby considering the state-of-the-art, the nature of the processing and whatever can reasonably be expected of Ridderstee. The tenant can find an extensive description of the manner in which Ridderstee processes data on the Ridderstee website.

16.3 At the request of the tenant/user, Ridderstee will correct, supplement, remove or restrict data in the case where the data are factually incorrect, for example.

17. APPLICABLE LAW

17.1 Dutch law exclusively governs the agreement between you and Ridderstee, while the court of Rotterdam has jurisdiction to settle disputes.

18. CONCLUSION

18.1 Ridderstee will send its correspondence digitally unless it appears that this is impossible.

18.2 Obvious printing and type-setting errors do not bind Ridderstee.

18.3 The Conduct and Accommodation Regulations of Ridderstee B.V., of which a copy is attached to these terms and conditions, also apply in addition to the general terms and conditions.

18.4 By signing a renting/letting agreement, the signatory declares that he or she received and read the above-mentioned terms and conditions and the Conduct and Accommodation Regulations and that he or she will conduct himself or herself in accordance with them.

18.5 If and to the extent that one or more of the provisions of this agreement is or are invalid, null and void or subject to annulment, the other provisions of the agreement will continue to apply in full force. In such a case, the purview of the agreement will continue to be maintained as much as possible.

18.6 These general terms and conditions and rules of conduct have been translated from Dutch. The Dutch text will prevail if there are any differences between the Dutch and English versions.

November 2020

USE AND ACCOMMODATION REGULATIONS

Hundreds of guests are accommodated at De Ridderstee. For the purposes of safety, peace and quiet, hygiene, the environment and the like, it is necessary to lay down rules which everyone staying at De Ridderstee must duly respect.

Rules to facilitate proper operational functioning at De Ridderstee

1. The Holiday Home, located at De Ridderstee, is accessible by car exclusively and solely to the owners or the tenants of the Holiday Homes, on the understanding that the car(s) / motorbike(s) must be parked in the specially provided parking spaces provided after they have been unloaded. When these are full, cars/motorbikes must be parked in the general parking space(s) at the park entrance. It is forbidden to park at the Holiday Home.
2. Guests of owners and/or tenants must park their cars/motorbikes in the general parking spaces at De Ridderstee.
3. It is forbidden to drive/ride at a speed exceeding 10 km per hour.
4. De Ridderstee is exclusively accessible by way of the official entrances. The property owner and Administrator expressly reserve the right to put up (a) barrier(s) at the entrance(s) to De Ridderstee. In that case, the owners and tenants will be given a card to enter and leave, an access code or they will be provided access by means of registration number recognition.
5. For the purpose of preventing owners and tenants of De Ridderstee from being woken up at night, it is forbidden to make any type of noise that can disturb the peace between 11 p.m. and 7 a.m. It is also forbidden to drive cars or ride motorbikes or other vehicles making a noise at or across De Ridderstee during this time. The administrator can dispense with this prohibition where the arrival or departure of guests is concerned.
6. Every owner or tenant is obliged to keep the communal facilities clean and undamaged. All waste, without exception, therefore including paper, cans, cigarettes, ice-cream packets, crisps packets, etc., must be deposited in the special litter bins provided.
7. To prevent the landscaping from being damaged or adversely affected, it is forbidden to walk on or do any trimming, digging or grubbing-up work to the landscaping strips outside the constructed footpaths. The property owner/administrator is the sole person responsible for the maintenance of the landscaping and will make appropriate decisions in this regard, while the costs for any repair caused by any action in conflict with the provision in the first sentence of this article must be paid by the owner of any holiday home.
8. The plants on the ground lease site must organised in such a manner, and at the discretion of the property owner and administrator, that they form one harmonious unit together with the plants in general and the area.
9. At the exclusive and sole discretion of the administrator and the property owner, pets that can cause a disturbance of, or be a bother to, the users of De Ridderstee, may not be kept in De Ridderstee; dog(s) must kept on leash at De Ridderstee, also at the Holiday Home and must be let out outside De Ridderstee, in which case their faeces must be removed. It is forbidden to take dogs to places where it is clearly indicated that they are not allowed, such as the reception and the shop.
10. The following is forbidden:
 - a. making an open fire;
 - b. having a barbecue where this may cause any bother or inconvenience to co-occupants, which is to be decided by the administrator and property owner;
 - c. behaving in such a way that others experience bother or inconvenience, which is understood to include making music audible in such a manner that it is to be heard by others outside the Holiday Home during the period between 11 p.m. and 7 a.m.,
 - d. letting cats and/or dogs run loose at De Ridderstee;
 - e. fitting an aerial or satellite dish to the Holiday Home or in the garden;
 - f. parking (a) car(s) and/or other means of transport/accommodation in the roads, on slopes or at the Holiday Homes, with the exception of the provisions laid down in Article 1;

- g. hunting birds and/or other animals and/or disturbing them in any other manner;
 - h. causing offence to others, adversely affect others' safety and/or disturbing the peace by means of one's conduct and/or actions;
 - i. trespassing on third parties' property by providing oneself with access to the terrain without permission and by not using path easements;
 - j. damaging landscaping and dunes in any manner whatsoever;
 - k. leaving any form of waste lying around at De Ridderstee;
 - l. being in the ponds at De Ridderstee, unless it is expressly indicated that this is allowed in the respective pond. In that case, however, this is done at one's own expense and risk because no supervision of the ponds where one is allowed to enter them is exercised by or on behalf of De Ridderstee;
 - m. allowing dogs and/or other pets to enter the ponds.
11. Household waste must be taken to and deposited in the skips specially provided for this purpose. For hygienic and safety purposes, this may not be done by children. Household waste must be deposited in the skips specially provided for this purpose (which may or may not be underground).
12. Where a skip is full, the bag must be deposited in another skip. One must immediately contact the administrator if the other skips are also full. The skip must be closed immediately after the waste has been deposited.
13. Bulky waste may not be deposited in the skips. You must dispose of this yourself outside De Ridderstee. Chemical waste, glass, wood, paper and the like must be deposited in the skips specifically provided for these purposes.
14. Deep-frying fat, disposable nappies, menstruation pads and the like may not be flushed down the toilet. The tenant will be charged for the costs to repair any blockages if this does nevertheless occur.
15. It is forbidden to install any fences, in any form whatsoever, as well as/or permanent wind shields, rotary clothes lines or any other construction.

GENERAL PROVISIONS

1. Neither the administrator nor the property owner of the holiday home is liable for theft or damage to the property of the owner, his or her family members, tenants or users, neither is the administrator or property owner liable for accidents occurring to the owner, his or her family members, tenants or users and/or his pets, pursuant to any cause whatsoever at De Ridderstee.
2. The owner must ensure that the contents of these regulations are imposed on guests, tenants and/or users of the Holiday Home by providing guests with regulations containing at least the same regulations before the Holiday Home is used and in which it is also laid down that the Administrator or a letting organisation appointed by the Administrator supervises compliance with these regulations.
3. These regulations can be supplemented, amended or adjusted.
4. Dutch law governs these regulations. The court in Rotterdam has jurisdiction to take cognizance of any disputes.

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