

General Terms and Conditions Dune Hotel

Status 26.04.2023

I. General

- 1.1. These General Terms and Conditions (hereinafter referred to as "Terms") apply to all offers and contracts of Dune Hotel.
- 1.2. Any general terms and conditions of the booking party, however named, are expressly contradicted by Dune Hotel and do not apply to contracts concluded by Dune Hotel.
- 1.3. Changes to the contract concluded between Dune Hotel and the Booking Party and/or deviations from this contract and the Terms and Conditions are effective only if confirmed in writing by Dune Hotel.

II. Definitions

- 2.1. Dunehotel Nieuwpoort B.V.: Oasis Resorts België, registered with the Belgian Chamber of Commerce under number 0800.083.516, and/or including affiliated companies.
- 2.2. booker: the person who enters into the agreement by means of a booking agreement (e.g., for the rental and/or use of accommodation, facilities, services) with Dune Hotel.
- 2.3. guests: the booker and the person(s) indicated by the booker in the booking process and who will use the rented accommodation, facilities and/or services.
- 2.4. Booking: the booking contract confirmed by Dune Hotel between the Booking Party and Dune Hotel for rented accommodation, facilities and/or services.
- 2.5. resort: the respective resort where the guests intend to stay based on the booking.

III. Booking

- 3.1. Dune Hotel will send a written booking confirmation as soon as possible after receipt of the booking.
 - 3.2. This booking confirmation from Dune Hotel, together with these Terms and Conditions, constitutes the binding contract between the Booking Party and Dune Hotel.
 - 3.3. Dune Hotel is not obliged to provide guests with access to the booked accommodation, facilities and/or services if the rental and reservation fees have not been paid in full and on time (according to Article IV.) by the Booking Party.
 - 3.4. If you have not received a written booking confirmation within 5 working days, please contact Dune Hotel immediately, otherwise no claim can be made on the reservation.
 - 3.5. Dune Hotel only accepts bookings from persons of legal age.
 - 3.6. Dune Hotel reserves the right to refuse a booking for the following reasons, for example, or to impose special conditions in the case of group bookings:
 - a. if the personal details of the person making the booking and/or the guest are incorrect, incomplete and/or inaccurate;
 - b. if a group is involved (e.g.: clubs, schools, companies and institutions).
- Advance payments made (rent, handling fees) will be refunded to the booking party.

IV. Prices, payment

- 4.1. Dune Hotel will send an invoice for the booking together with the booking confirmation.
- 4.2. The following payment terms apply to the booking (including facilities, services and/or activities):
 - a. The entire invoice amount must be paid immediately upon booking.
- 4.3. If the payment is not settled in time by the date specified in article 4.2, the booking party is in default by operation of law. Dune Hotel may then, at its sole discretion, exercise any of the following rights:
 - a. Dune Hotel may require payment of the balance on the day of arrival before granting access to the booked accommodation (if it is subsequently found that a payment order has been issued but the amount has not yet been transferred to Dune Hotel' bank account, the overpayment will be refunded by Dune Hotel within 30 days of discovery); or,
 - b. Dune Hotel may cancel (terminate) the booking if payment is not received. The Booking Party will then be liable (payable immediately) to Dune Hotel for the following damages:
 - i. the reservation costs; and,
 - ii. under the conditions regulated in Article 7.2.

V. Duties of the guest during the stay

- 5.1. In Dune Hotel facilities, guests are only allowed to stay in the booked accommodation. In addition, it is never allowed to stay with more people than the maximum number of people specified by Dune Hotel for the accommodation.
- 5.2. The booking party is obliged to leave the accommodation in a neat, clean, and tidy condition (e.g., without excessive dirt and damage). Violation of this obligation will result in the Booking Party being liable for all costs incurred by Dune Hotel.
- 5.3. The resort is entitled to request a deposit of up to € 500, - per accommodation upon arrival.

VI. Complaints

- 6.1. Despite the care and dedication of Dune Hotel, the Booking Party may have a legitimate complaint regarding the booking. The Booking Party is obliged to notify this complaint to the Dune Hotel management to give them the opportunity to resolve the complaint without delay.
- 6.2. If the complaint is not resolved to the Booking Party's satisfaction, the Booking Party has the possibility to submit the complaint in writing to Dune Hotel no later than 1 month after leaving the accommodation. The complaint must contain the booking data (name and address of the booker, date of stay, name of the resort and booking number).

VII. Changes and cancellation by the booker

- 7.1. If after confirmation of the booking (as mentioned in article 3.1.) the Booking Party wishes to make changes to the booking, it is at the sole discretion of Dune Hotel whether to accept these changes. If Dune Hotel agrees to a change in the booking, Dune Hotel may charge administrative costs and/or (additional) rent. Dune Hotel is not obliged to refund in case of reduction of the period and/or number of guests and/or services.
- 7.2. If the booking is cancelled by the booking party, the following cancellation fees are immediately payable to Dune Hotel:

- a. Cancellation after receiving the booking confirmation and up to 8 days before the scheduled arrival date: free of charge;
- b. Cancellation within 7 days prior to the scheduled arrival date: 100%;
- 7.3. If the Booking Party does not arrive within 24 hours after the agreed arrival date without further notice (no-show), this will be considered as a cancellation. Article 7.2. c of the present terms and conditions shall apply.
- 7.4. Changes or cancellations are binding between Dune Hotel and the Booking Party only if confirmed by Dune Hotel in writing (also: digitally).

legal obligations (administration, etc.) and Dune Hotel has a legitimate interest in the processing.

VIII. Changes and cancellations by Dune Hotel

- 8.1. Dune Hotel reserves the right to offer the booking party alternative accommodation in the same or equivalent Dune Hotel in case of force majeure as mentioned in article 9.2. under c.
- 8.2. Dune Hotel reserves the right to cancel the booking in the following circumstances (this does not affect the right of Dune Hotel to cancel the booking for other reasons mentioned in these conditions and/or the right of Dune Hotel to receive compensation):
 - a. If the Guest, despite prior written warning, breaches the Booking, these Terms and Conditions and/or the applicable rules of Dune Hotel; or,
 - b. If the guest causes inconvenience to Dune Hotel and/or the other guests despite prior written warning; or,
 - c. If the guest, despite prior written warning, violates the provision of the accommodation and/or facilities.
- 8.3. If Dune Hotel cancels the booking due to article 8.2. Dune Hotel is not obliged to refund the Booking Party.

IX. Liability

- 9.1. The liability of Dune Hotel towards the booking party for damages other than those resulting from injury or death is limited to a maximum amount of € 15.000,00.
- 9.2. Dune Hotel is not liable for any damages or claims of the guests due to:
 - a. Theft (including in relation to theft from the accommodations and/or pool lockers) or damage to guests' personal belongings and equipment; or,
 - b. Failure or disabling of technical equipment and failure or closure of facilities at Dune Hotel; or,
 - c. Force majeure due to (for example) international conflict, (civil) war, threat of war, riot, terror, civil unrest, strikes, occupations, lockout, fire, environmental and/or water damage, floods and/or other extreme weather conditions, governmental action, and pandemics; or,
 - d. deficient performance or disruption by third parties or in the services provided by third parties.

X. Final provisions

- 10.1. Dutch law is applicable to all bookings unless this conflicts with the legal norms of the booking party's country.
- 10.2. The Privacy Policy of Dune Hotel also applies to the contract between the Booking Party and Dune Hotel. Dune Hotel processes personal data of the Guests, and the processing of personal data is carried out in accordance with the principles of the General Data Protection Regulation. The processing is necessary for the performance of the contract with the Booking Party, it is necessary for compliance with