

# General Terms and Conditions Oasis Resorts

Status 15.06.2023

## I. General

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

## II. Definitions

- 2.1. Oasis Resorts: Oasis Holding B.V., registered with the Dutch Chamber of Commerce under number 57552452, 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 Oasis Resorts.
- 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 Oasis Resorts between the Booking Party and Oasis Resorts 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. Oasis Resorts will send a written booking confirmation as soon as possible after receipt of the booking.
  - 3.2. This booking confirmation from Oasis Resorts, together with these Terms and Conditions, constitutes the binding contract between the Booking Party and Oasis Resorts.
  - 3.3. Oasis Resorts 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 Oasis Resorts immediately, otherwise no claim can be made on the reservation.
  - 3.5. Oasis Resorts only accepts bookings from persons of legal age.
  - 3.6. Oasis Resorts 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. Oasis Resorts 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. If booking more than 30 days prior to arrival:
    - i. 30% of the total price is due as a deposit immediately upon booking; and
    - ii. the remaining 70% must be paid at least 30 days prior to arrival; this date will be indicated on the invoice.
  - b. If the booking is made less than 30 days prior to arrival, 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. Oasis Resorts may then, at its sole discretion, exercise any of the following rights:
  - a. Oasis Resorts 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 Oasis Resorts' bank account, the overpayment will be refunded by Oasis Resorts within 30 days of discovery); or,
  - b. Oasis Resorts may cancel (terminate) the booking if payment is not received. The Booking Party will then be liable (payable immediately) to Oasis Resorts 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 Oasis Resort 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 Oasis Resorts 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 Oasis Resorts.
- 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 Oasis Resorts, the Booking Party may have a legitimate complaint regarding the booking. The Booking Party is obliged to notify this complaint to the Oasis Resorts 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 Oasis Resorts 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 Oasis Resorts whether to accept these changes. If Oasis Resorts agrees to a change in the booking, Oasis Resorts may charge administrative costs and/or (additional) rent. Oasis Resorts 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 Oasis Resorts:
- I. Cancellation after receiving the booking confirmation and up to 3 days before the scheduled arrival date: free of charge;
  - II. Cancellation within 2 days prior to the scheduled arrival date: 90%;
  - III. Cancellation as of the day of arrival: 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 Oasis Resorts and the Booking Party only if confirmed by Oasis Resorts in writing (also: digitally).

## **VIII. Changes and cancellations by Oasis Resorts**

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

## **IX. Liability**

- 9.1. The liability of Oasis Resorts 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. Oasis Resorts 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 Oasis Resort; 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 Oasis Resorts also applies to the contract between the Booking Party and Oasis Resorts. Oasis Resorts 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 legal obligations (administration, etc.) and Oasis Resorts has a legitimate interest in the processing.