

# Terms and Conditions

## 1. APPLICATION

- 1.1 These General Terms and Conditions apply to all offers, reservations and agreements regarding all accommodations rented by Ruitenplaat Vakanties. Ruitenplaat Vakanties is part of Ruitenplaat Recreatiebeheer B.V. established in Kamperland.
- 1.2 In these General Terms and Conditions the term 'tenant' is understood to mean the person whom with Ruitenplaat Vakanties an agreement is made with regard to rent / use of accommodation and people specified by the tenant who (will) make use of the accommodation rented by the tenant.
- 1.3 Agreements deviating from these General Terms and Conditions are only valid if agreed upon in writing.

## 2. RESERVATIONS

- 2.1 Ruitenplaat Vakanties only accepts reservations from persons of 30 years or older. Reservations by persons younger than that age are therefore not valid, unless this is in agreed upon in writing.
- 2.2 Ruitenplaat Vakanties reserves the right to change anything without giving reasons, refuse reservations, especially groups, or to set special conditions. The reservation for (youth) groups is only possible if reserved as a group. If not reserved as such might lead to termination of the agreement.
- 2.3 If Ruitenplaat Vakanties accepts your reservation, Ruitenplaat Vakanties sends you a written confirmation as well as an invoice within 14 days after making the reservation. You should check this for accuracy immediately. Any inaccuracies must be immediately communicated to Ruitenplaat Vakanties.
- 2.4 If you are not in possession of a conformation within 14 days after the reservation has been made, you should immediately contact the reservation department, failing which the reservation cannot be claimed.
- 2.5 An agreement is made between you and Ruitenplaat Vakanties at the moment that Ruitenplaat Vakanties has confirmed the reservation to you.

## 3. CHANGES TO THE AGREEMENT

- 3.1 If you, after the conclusion of the agreement, want changes in the agreement Ruitenplaat Vakanties is not obliged to accept this. Ruitenplaat is free of choice to determine whether and to what extent these changes are accepted.
- 3.2 In case the object reserved by the tenant will not be available, the landlord is entitled the tenant to make an equivalent alternative accommodation available. All this after judgment by the owner. The tenant will never be able to appeal to the landlord in this case.
- 3.3 The tenants are not allowed to give the accommodation for whatever reason to others, other than the persons mentioned in the agreement in use, unless otherwise agreed in writing with Ruitenplaat Vakanties.

## 4. PRICES

- 4.1 The renter owes Ruitenplaat Vakanties the agreed rental price, as specified in the written confirmation of the booking.
- 4.2 No further use can be made of price discounts and/or special offers once confirmation of the booking/invoice has been sent by Ruitenplaat Vakanties.
- 4.3 All prices include VAT, where applicable, unless otherwise stated.
- 4.4 All prices include energy consumption, unless stated otherwise. However, Ruitenplaat Vakanties is entitled to offset excessive energy consumption against the deposit paid by the renter. If energy prices rise above the price level of September 2022, Ruitenplaat Vakanties is entitled to charge an energy surcharge.

## 5. PAYMENTS

- 5.1 At reservation you must pay a deposit of 50% of the rent and additional costs. This deposit must be made within 14 days after the date of the confirmation / invoice of the reservation by Ruitenplaat Vakanties.
- 5.2 The remaining amount of the rent must be received by Ruitenplaat Vakanties at least 4 weeks before the day of the stay begins as stated in the confirmation of the reservation.
- 5.3 Notwithstanding the foregoing, when a reservation is made within 4 weeks before the start of your stay, the amount must be paid immediately. If on arrival it appears that the amount has not yet been (fully) credited to the bank account of Ruitenplaat Vakanties, you must still pay the (remainder of the) amount on the spot. Failure of a payment in accordance with the above Ruitenplaat Vakanties can deny the use of the accommodation. If later it appears that you have received a payment order, but the amount has been added to the bank account of Ruitenplaat Vakanties after arrival, then restitution of the too much paid afterwards.
- 5.4 In case of overdue payment of the amounts invoiced to you, you will be immediately in default after expiration of the term for payment. In that case, Ruitenplaat Vakanties will give you the possibility to still pay the amount owed within 7 days. If payment is not forthcoming, Ruitenplaat Vakanties reserves the right to cancel the agreement from the day that the 7-day period has expired, and you are liable for all damage that Ruitenplaat Vakanties suffers or will suffer as a result of this. Ruitenplaat Vakanties is in any case entitled to charge cancellation costs per accommodation. In that case, the provisions of Article 13 apply.
- 5.5 Ruitenplaat Vakanties always has the right to settle claims on you for whatever reason with the amounts paid by you for whatever reason.

## 6. ARRIVAL AND DEPARTURE

- 6.1 The rented accommodation can be booked on the agreed day of arrival from the confirmation of the reservation, from 4:00 PM. On the agreed day of departure as stated on the confirmation of the reservation the accommodation must be left before 10:00 AM.
- 6.2 Upon arrival you will receive the keys, after full payment, together with the other documents at our office, which is located at the Veerweg 3 in Kamperland.
- 6.3 If the use of the accommodation is terminated earlier than on the agreed date, as stated on the confirmation of the reservation, the tenant is not entitled to a refund of the rent and additional costs. If you have a cancellation insurance and you meet the requirements, you can submit a claim directly to Ruitenplaat Vakanties.
- 6.4 The tenant must deliver the accommodation "broom clean" on departure (do not leave dirty dishes, picking up and folding bed linen, cleaning the kitchen and fridge, garbage bag in the container).

## 7. REGULATIONS

- 7.1 Each accommodation may only be occupied by the maximum number of persons as stated in the brochure of the accommodation. If the maximum number of persons is exceeded (without permission) Ruitenplaat Vakanties can terminate the agreement immediately.
- 7.2 For necessary maintenance you will allow work to be carried out on the accommodation or other facilities during your stay without the right to compensation.
- 7.3 Ruitenplaat Vakanties may view the rented accommodation at all reasonable times.
- 7.5 It is forbidden to sleep on the beds without sheets and pillowcases. Tenant will, unless packages are ordered at Ruitenplaat Vakanties, bring your own linen, sheets and pillowcases.
- 7.6 The tenant is prohibited by making music or noise inconvenience to other residents on the park.
- 7.7 The tenant has to park his vehicles at the designated places. Parking in gardens or on the lawn is not allowed.
- 7.8 In case of violation of the rules included in these General Terms and Conditions, non-compliance with instructions of the staff, Ruitenplaat Vakanties has the right to remove you, the tenant and every other user immediately, without refund of the rent or part of it.

## 8. USE ACCOMMODATION; INVENTORY

- 8.1 The tenant is deemed to have accepted the accommodation with the inventory contained therein, without any damage, unless he has complained to the landlord within 2 hours after the accommodation has been moved. Insofar as the tenant is not liable for the occurrence of the damage, Ruitenplaat Vakanties shall, insofar as this can reasonably be required of it, repair the damage within 2 working days after the working day thereafter. The tenant is not entitled to a discount or compensation in any other way.
- 8.2 The tenants are jointly and severally liable for an orderly course of affairs in and around the rented accommodation or elsewhere in the park, use of the accommodation and the inventory, equipment and articles included therein.
- 8.3 In addition, the tenants are jointly and severally liable for damage caused by breakage and / or loss and / or damage to inventory, (extra) booked articles and accommodation. Any damage must be immediately reported to Ruitenplaat Vakanties by the tenant and be paid immediately on the spot, unless the tenant can prove that the damage was not due to fault of himself, other users or one of the members of his / her party.
- 8.4 In the event of loss of a (non-certified) key to the accommodation rented by the tenant, the tenant will owe an amount of 100€.-. If it concerns a certified key, the costs of a new lock including keys will be charged to the tenant.

## 9. PETS

- 9.1 Depending on the accommodation, a maximum of one or two pets from the tenants is allowed. If you wish to bring pets, it must be specified immediately upon reservation. In that case, Ruitenplaat Vakanties will charge an additional fee, which will be fulfilled by you.

## 10. INTERNET USE

- 10.1 Depending on the accommodation, Ruitenplaat Vakanties offers the tenants access the internet via a Wi-Fi network or via cable.
- 10.2 The tenant is responsible for the correct use of the internet.
- 10.3 Ruitenplaat Vakanties is not liable for damage resulting from the use of the internet or due to network failures.

10.4 The tenants must use the internet as expected from a responsible and careful internet user. He will refrain from behaviour causing other Internet users nuisance or where damage is caused to Ruitenplaat Vakanties in the broadest sense of the word.

10.5 The tenant indemnifies Ruitenplaat Vakanties against claims by third parties for compensation of damage that these third parties could (in any way) claim on Ruitenplaat Vakanties, insofar as this claim is based on the use made by the tenant or those accompanying him internet has been created.

10.6 In the event of the (insufficient) functioning of the internet via a Wi-Fi network or via the cable in the rented property, the tenant is not entitled to compensation.

## 11. DEPOSIT

- 11.1 Ruitenplaat Vakanties may require a deposit from you at the start of the stay. The deposit varies from 150€.- to 850€.- per accommodation.
- 11.2 The deposit serves to guarantee damage and / or costs - in the broadest sense of the term word that Ruitenplaat Vakanties may suffer in the event of non-compliance with the obligations of the tenant and those who accompany the tenant.
- 11.3 If you default on payment of the deposit, Ruitenplaat Vakanties is entitled to terminate the agreement with immediate effect (cancel).
- 11.4 The deposit or any remainder thereof will be settled after settlement of claims (damage to inventory / accommodation and / or other costs) of Ruitenplaat Vakanties on the tenant and / or users refunded. Any (further) claims for compensation will be paid by this refund not to be done.

## 12. CANCELLATION COSTS

- 12.1 If a reservation is cancelled, cancellation costs are due. These cancellation costs are: 25% of the total rent if the cancellation is more than 3 months before the arrival date. 50% of the total rent if the cancellation falls within 3 to 2 months before the arrival date. 60% of the total rent if the cancellation falls within 2 to 1 month (s) before the arrival date. 90% of the total rent if the cancellation falls within 4 to 2 weeks before the arrival date. 100% of the total rent if the cancellation is less than 2 weeks before the arrival date.
- 12.2 You can insure yourself against this risk at the same time as your reservation with cancellation insurance.
- 12.3 If you have not arrived within 24 hours of the agreed arrival date without further notice, this is considered a cancellation.

## 13. CANCELLATION FUND

- 13.1 The tenant can only participate in the cancellation fund in case of direct reservation with Ruitenplaat Vakanties. This can be added up to 7 days after booking if the agreed day of arrival is more than 4 weeks in the future. The costs are 5,5% of the rent with a minimum of € 10,- per reserved period. In the event of cancellation, the cancellation fund will provide the tenant with cover in the event of cancellation, if this is proven by documents that are sufficient in the opinion of Ruitenplaat Vakanties:
- a. In case of death or serious illness (covid 19 infection is not covered) of tenant, family members or housemates
- b. In complications in pregnancy
- 13.2 The cancellation fund will pay 100% of the rental amount from the day of participation (dispatch confirmation) until the Monday before arrival date. In case of notification after this day, 80% of the rental amount will be paid. If there is a report after the arrival date, there is no cover for the period already expired.
- 13.3 In the event of early departure, 80% of the rental amount will be paid over the remaining full days of the rental period.

## 14. PRERESERVE

- 14.1 The possibility exists to make a pre - reservation for a period in which the rates and the availability has not yet been published. To this pre-reservation to both tenant and Ruitenplaat Vakanties, no rights are derived. If the pre-reservation cannot be converted into a definitive reservation, the tenant will never be able to address Ruitenplaat Vakanties in court.

## 15. CANCELLATION BY RUITENPLAAT VAKANTIES

- In the event of force majeure or unforeseen circumstances, Ruitenplaat Vakanties is entitled to cancel the reservation. Unforeseen circumstances and force majeure are understood to mean:
- a. That the Accommodation is no longer suitable for rental (for example: due to water nuisance, fire or failure of the Accommodation Provider);
- b. That the Accommodation is no longer available (for example, due to a sudden sale of the Accommodation by the Accommodation Provider, a duplicated reservation or bankruptcy on the part of the Accommodation Provider).

Ruitenplaat Vakanties will inform the tenant of this immediately, stating the reason, either by telephone or in writing. Ruitenplaat Vakanties will in this case try to offer an equivalent Accommodation at the same Travel Fee. If no suitable alternative offer can be made, or the tenant does not agree with the alternative offered, Ruitenplaat Vakanties will refund the tenant the travel sum already paid in full or in part, without Ruitenplaat Vakanties being liable to pay any compensation to the tenant.

## 16. LIABILITY

- 16.1 Ruitenplaat Vakanties accepts no liability for theft, loss or damage of or to property or persons, of whatever nature, during or as a result of a stay in one of our accommodation, unless there is intent or gross negligence of Ruitenplaat Vakanties or (one of) her employees.
- 16.2 Ruitenplaat Vakanties is not liable for malfunctions in the services or defects in services provided by third parties.
- 16.3 You are jointly and severally liable with the user for all loss and / or damage to the rented accommodation that occurred during the use by you and / or other users.
- 16.4 In case of improper use or not leaving behind, including but not limited to excessive pollution, the accommodation will be charged extra, which you are then obliged to pay immediately.

## 17. COMPLAINTS

- 17.1 Despite the care and effort of Ruitenplaat Vakanties, you may consider that you have a justified complaint regarding your holiday accommodation and / or the services provided by Ruitenplaat Vakanties. Complaints about the cleaning of the accommodation must be reported within 2 hours after the accommodation has been entered.
- 17.2 Complaints should first be reported on the spot and directly to the management of Ruitenplaat Vakanties. Should the complaint not be handled to your satisfaction, you will have the opportunity to file the complaint in writing at the latest 1 month after departure: Ruitenplaat Vakanties, Veerweg 3, 4493 AL Kamperland or via [info@ruitenplaat.nl](mailto:info@ruitenplaat.nl) with mention of your reservation number, name and address details and date of stay.

## 18. APPLICABLE LAW

- 18.1 Dutch law applies exclusively to the agreement between you and Ruitenplaat Vakanties.

## 19. PRIVACY

- 19.1 All data you provide to us will be included in a file. This data can also be used to provide targeted information and offers about our products and services. Your data will not be transferred to third parties.
- 19.2 At your request we will correct, supplement or delete your data.
- 19.3 If you do not appreciate the sending of interesting information or offers, you can let us know by sending a card to: Ruitenplaat Vakanties, Veerweg 3, 4493 AL Kamperland or e-mail to [info@ruitenplaat.nl](mailto:info@ruitenplaat.nl)

## 20. GENERAL

- 20.1 Obvious printing and typing errors do not bind Ruitenplaat Recreatiebeheer.
- 20.2 With these general terms and conditions, all previous publications expire.