



## **General terms and conditions and house rules**

On this page you can view Soof Retreats' terms and conditions and house rules

### **Internal regulations Soof Retreats**

#### **General**

- Overnight visitors are registered in the administration of Soof Heuvelrug in connection with the night register to be kept. It is therefore important to always indicate the correct number of overnight visitors during the booking process or afterwards.
- Anyone entering the Soof Heuvelrug premises must display socially acceptable behaviour.
- Day visitors do not pay any fees and are not allowed to use the pool facilities.
- If you are staying at the park for a certain period of time and receive visitors, please register them at reception. This visit does incur a fee when using our facilities.
- No pets are allowed in the park. The manager can deviate from this in case of special circumstances.
- Waste must be disposed of in the appropriate containers. There should be no visible rubbish and/or glassware around the Eco-Lodge.
- Sleeping hours start from 22:00 to 08:00. It is not permitted to cause radio, TV and/or other noise that may disturb other guests.
- Music is allowed outside the times of sleep, provided it is not audible to other guests.

#### **Cars and parking**

- Motorised traffic is only allowed to get to the Eco-Lodge or to leave the premises. You should drive at walking pace. The speed limit is 10 kilometres per hour.
- Mopeds, scooters, motorbikes, etc. have access only if the engine is switched off.
- One-way traffic applies on the park. This is indicated by traffic signs. Driving in the opposite direction is not permitted.
- In many cases, one car is permitted per Eco-Lodge; in some cases there is space for two cars at the lodge. The car(s) must be parked in the designated parking area next to or close to the Eco-Lodge. Parking cars in places not designated for them is not permitted.

Wrongly parked cars are subject to towing at the expense of the owner of the car. Please note that the main road should be available for emergency services at all times.

- Access times for park entrance/exit are between 07:00 and 00:00. Outside these times, you can park in the general car park at the park entrance.
- Car washing is not allowed at the park.

### **Barbecue/open fire/fire**

- It is forbidden to light open fires on the premises.
- Disposable barbecues are not permitted
- The use of a barbecue on the park is permitted provided it is at least 3 metres from trees, bushes, fences, buildings and the Eco-Lodge. The barbecue may not be placed on the veranda. A bucket with about 10 litres of water should also be kept within easy reach of the barbecue for emergencies. Only electricity, charcoal and briquettes may be used as fuel for the barbecue. We reserve the right to prohibit the use of a barbecue in special circumstances (e.g. extreme drought).
- If a fire occurs due to any cause, the guest must immediately raise the alarm so that the fire can be extinguished as soon as possible.

### **It is not permitted to:**

- Cut down and or prune trees or bushes without consultation and permission from Soof Heuvelrug.
- Being in the lodge with more than 6 people
- Airing beds etc., stretching drying lines or attaching any other material to trees.
- Playing football or other disruptive ball games, except at the locations indicated by Soof Heuvelrug.
- To set up tents, party tents and/or windbreaks.
- To park or store objects such as caravans, trailers and trailers on the general (parking) area.
- To carry out renovation work and/or other work that may cause nuisance and/or noise pollution.
- To smoke in the accommodation.

### **Other**

- The manager has no liability for personal injury, theft or damage to property of guests or visitors of guests.
- If property of the park is damaged, you may be held liable.

- The use or dealing of drugs in the park is strictly prohibited. The park has permission from the management to ask the relevant person about this in case of suspicion. If possession and/or use is detected, the person(s) concerned will be denied access to the park.
- Work-related stays are not permitted at Soof Heuvelrug.
- Any stay at Soof Heuvelrug must be booked by someone who will actually be staying at the park.
- In the event of non-compliance with these regulations, the management and the manager may decide to remove guests from the premises or deny them access, without refund of the rental fees due.
- All guests must strictly comply with the regulations and rules set out in the general terms and conditions, the Recron terms and conditions and the park regulations, and follow instructions given by staff and/or any security service present in any form or context. This also applies to the rules governing the use of the facilities.
- Violation of these conditions and rules and failure to follow the instructions of the staff may result in expulsion from the park whereby access to the park may be denied, without entitling you to a full or partial refund of the (rental) sums paid or still to be paid, without prejudice to the manager's right to claim compensation for the damage caused by the violation.
- As a general rule, a warning will be issued first. In urgent cases, at the discretion of the manager, this may be dispensed with and the holiday maker and/or guest will be denied access to the park. The manager reserves the right to charge an extra deposit in the event of a (first) warning.

## **Terms and conditions Vacation stay**

### **Article 1: Definitions**

In these conditions, the following definitions apply:

Vacation accommodation: tent, fold-out camping van, camping van, (permanent) caravan, bungalow, summer home, trekking cabin, and the like;

Entrepreneur/recreation maker: the company, institution, or association making available the vacation accommodation to the recreation taker;

recreation taker: the person entering into the agreement regarding the vacation accommodation;

co-recreation taker: the person(s) co-indicated on the agreement;

third party: any other person besides the recreation taker and/or his co-recreation taker(s);

established price: the compensation which is paid for the use of the vacation accommodation; It must thereby be indicated on a price list what is and what is not included in the price;

costs: all costs for the entrepreneur related to the exercise of the recreational business;

information: written/electronic information on the use of the vacation accommodation, the facilities and the rules regarding the accommodation;

arbitration committee: 'Geschillencommissie Recreatie', sectorial arbitration committee in The Hague, appointed by ANWB/Consumentenbond/ RECRON;

cancellation: the written termination of the agreement by the recreation taker prior to the effective date of the stay.

a dispute: if a complaint submitted by the recreation taker to the entrepreneur is not resolved to the satisfaction of parties.

## **Article 2: Content agreement**

The entrepreneur makes available for recreational purposes, that is, not for permanent residence, to the recreation taker, a vacation accommodation of the kind or type agreed on, for the established period and the established price.

The entrepreneur is obligated to provide the written information on the basis of which this agreement is also concluded to the recreation taker in advance. The entrepreneur always timely communicates changes to it to the recreation taker in writing.

If the information deviates substantially from the information which was provided upon adoption of the agreement, the recreation taker has the right to cancel the agreement free of charges.

The recreation taker has the obligation to comply with the agreement and the associated information. He makes sure that co-recreation taker(s) and/or third parties visiting him and/or staying with him comply with the agreement and the associated information.

If what is stipulated in the agreement and/or the associated information is in conflict with the RECRON conditions, the RECRON-conditions apply. This leaves unaffected that the recreation taker and the entrepreneur can make additional arrangements whereby, to the advantage of the recreation taker, these conditions are deviated from.

## **Article 3: Duration and end of the agreement**

The agreement legally ends after expiry of the established period, without requiring notice to that effect.

## **Article 4: Price and price change**

The price is established on the basis of the rates applicable at that moment, which are set by the entrepreneur.

If after determining the established price, due to increased burdening on the entrepreneur, extra costs occur as a result of a change to charges and/or levies, which regard the vacation accommodation or the recreation taker directly, these can be passed on to the recreation taker, also after conclusion of the agreement.

## **Article 5: Payment**

The recreation taker must take care of payments in euros, unless agreed otherwise, with due regard for the established terms.

If the recreation taker, despite prior written warning, does not or does not adequately fulfill his payment obligation within a two-week term after the written warning, the entrepreneur has the right to cancel the agreement with immediate effect, without prejudice to the right of the entrepreneur to full settlement of the established price.

If the entrepreneur is not in possession of the total amount owed on the day of arrival, he has the right to refuse the recreation taker access to the vacation accommodation, without prejudice to the right of the entrepreneur to full settlement of the established price.

Such extrajudicial costs as are reasonably incurred by the entrepreneur, after default notice, are borne by the recreation taker. If the total amount is not settled timely, after written warning the legally determined interest rate will be applied to the amount still outstanding.

## **Article 6: Cancellation**

In case of cancellation, the recreation taker pays compensation to the entrepreneur. It amounts to:

- In case of cancellation more than three months prior to effective date, 15% of the established price;
- In case of cancellation between three to two months prior to effective date, 50% of the established price;
- In case of cancellation between two to one months prior to effective date, 75% of the established price;
- In case of cancellation within one month prior to effective date, 90% of the established price;
- In case of cancellation from the effective date, 100% of the established price.

The compensation will be refunded proportionally, after deduction of administration costs, if the place is reserved by a third party, upon proposal of the recreation taker and with the written permission of the entrepreneur, for the same period or a part of it.

Cancellation applies to the original booking date, regardless of changes or relocations.

## **Article 7: Use by third parties**

Use of the vacation accommodation by third parties is only permitted if the entrepreneur has given its written consent for it.

The granting of permission may be subject to conditions, which in that case must be established beforehand in writing.

#### **Article 8: Premature departure recreation taker**

The recreation taker owes the full price for the established rate period.

#### **Article 9: Premature termination by the entrepreneur and evacuation in case of a culpable shortcoming and/or illegitimate act**

The entrepreneur can cancel the agreement with immediate effect:

- a. If the recreation taker, co-recreation taker(s) and/or third do not or do not adequately observe the obligations from the agreement, the associated information and/or government regulations, despite prior written, and to such a degree that, by standards of reasons and fairness, it cannot be demanded from the entrepreneur that the agreement is continued;
- b. If the recreation taker, despite prior written warning, causes disturbance to the entrepreneur and/or fellow recreation takers or to the good atmosphere on, or in the immediate surroundings of, the premises;
- c. If the recreation taker, despite prior written warning, uses the vacation accommodation in violation of the end-use of the premises.

If the entrepreneur wishes premature cancellation and evacuation, he must notify the recreation accordingly by personally handing over written notice. In this letter, the possibility must be pointed out to the recreation taker of submitting the dispute to the arbitration committee. The written warning can be foregone in urgent cases.

After cancellation, the recreation taker must make sure that the vacation accommodation is evacuated, and the premises left as soon as possible, though no later than within 4 hours.

The recreation taker remains bound in principle to pay the established rate.

#### **Article 10: Legislation and regulations**

The entrepreneur ensures at all times that the vacation accommodation, both on the inside and the outside, meets all environmental and safety standards which are (potentially) imposed on the vacation accommodation by the authorities.

The recreation taker is obliged to strictly observe all safety regulations which are effective on the premises. He also ensures that co-recreation takers and/or third parties who visit him and/or stay with him strictly observe the safety regulations which are effective on the premises.

#### **Article 11: Maintenance and installation**

The entrepreneur is obligated to maintain the recreational premises and the central facilities in proper conditions.

The recreation taker is obligated to keep the vacation accommodation and the immediate surroundings, during the effective time of the agreement, in the same state in which it was handed over to the recreation taker.

It is not permitted to the recreation taker, co-recreation takers and/or third parties to dig, fell trees, prune shrubbery, or conduct any such activity on the premises.

## **Article 12: Liability**

The legal liability of the entrepreneur for other than damage regarding injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obligated to take out insurance for this.

The entrepreneur is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which is attributable to the entrepreneur.

The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.

The entrepreneur is liable for malfunctions in the utilities facilities, unless he can make an appeal to force majeure.

The recreation taker is liable towards the entrepreneur for damage which is caused by the actions or failure to act on his part, the part of corecreation taker(s) and/or third parties, to the extent it regards damage which can be attributed to the recreation taker, the corecreation taker(s) and/or third parties.

The entrepreneur commits himself to take appropriate measures after the recreation taker reports disturbance caused by other recreation takers.

## **Article 13: Disputes arrangement**

The recreation taker and the entrepreneur are bound by rulings of the arbitration committee.

To all disputes regarding the agreement, Netherlands legislation is applicable. The arbitration committee, 'Geschillencommissie', or alternatively a Netherlands court, is exclusively competent to hear these disputes.

In case of a dispute regarding the adoption or the implementation of this agreement, the dispute must be submitted no later than 12 months following the date on which the recreation taker submitted the complaint to the entrepreneur in writing or in another form to be determined by the arbitration committee. If the entrepreneur wishes to submit a dispute to the arbitration committee, he must request the recreation taker to pronounce himself within five weeks on whether or not he wishes to present himself for the arbitration committee. The entrepreneur must thereby announce that he will consider himself liberated after expiry of said term. Wherever the conditions speak of arbitration committee, a dispute may be submitted to the court of law. If the recreation taker has submitted the dispute to the arbitration committee, the entrepreneur is bound by this choice.

For the handling of disputes, reference is made to the Regulation of said 'Geschillencommissie Recreatie'. This arbitration committee is not competent to take into consideration a dispute

which regards illness, injury, death or non-payment of an invoice which is not based on a material complaint.

For the treatment of a dispute, compensation is due.

#### **Article 14: Compliance guarantee**

RECRON will second the obligations of a RECRON-member vis-avis the recreation taker, imposed on the latter by a binding advice of the arbitration committee, under the conditions established between RECRON and 'Stichting Geschillencommissie voor Consumentenzaken', if the entrepreneur in question has not complied with it within the term established for it in the binding advice.

If the entrepreneur has submitted the binding advice for assessment to the civil court within two months after its date of issue, then the possible compliance with the binding advice is suspended until the civil court has pronounced a ruling.

For the application of the compliance guarantee it is required that the recreation taker makes a written appeal to it to RECRON.

#### **Article 15: Modifications**

Modifications to the RECRON-conditions can exclusively be adopted through consultation with consumer organizations, in the present case represented by ANWB and Consumentenbond.