



Terms and Conditions of Résidence Terschelling Wellness Waddenresort

1. USE

1.1 These Terms and Conditions apply to all offers, reservations and agreements relating to all accommodations and other facilities, which are rented by Residence Terschelling Wellness Waddenresort. (Waddenresort Terschelling B.V., Kamille 34, 8252 CA Dronten)

1.2 In these General Terms and Conditions, the term 'tenant' refers to a person who enters into an agreement with Residence Terschelling Wellness Waddenresort regarding the rent / use of accommodation. The term "user" (below also referred to as guest) means the tenant and the use of persons specified by the tenant who (will) make use of the tenant rented accommodation and / or other facilities.

1.3 These Terms and Conditions apply regardless of your (prior) reference to own conditions or other general conditions. Residence Terschelling Wellness Waddenresort rejects all General Conditions to which you refer or are used by you.

1.4 Deviations from these General Terms and Conditions are only valid if agreed to in writing.

2. RESERVATIONS

2.1 Residence Terschelling Wellness Waddenresort only deals with reservations made by persons who are above the age of 18. Reservations by persons under that age are invalid.

2.2 Residence Terschelling Wellness Waddenresort reserves the right, without giving reasons, to refuse different reservations, especially groups, or to impose special conditions.

2.3 If Residence Terschelling Wellness Waddenresort will handle your reservation, Residence Terschelling Wellness Waddenresort will send you a confirmation and invoice within 14 days after the reservation has been made. This should be checked immediately upon receipt for accuracy. Any errors must be immediately communicated to Residence Terschelling Wellness Waddenresort.

2.4 If you are not in possession of a confirmation / invoice within 14 days after the reservation, you should immediately contact the reservations department, failing which no appeal can be made to the reservation.

2.5 Between you and Residence Terschelling Wellness Waddenresort an agreement is concluded at the time Residence Terschelling Wellness Waddenresort has confirmed the reservation to you.

2.6 The agreement relates to the letting of accommodations and / or other facilities for recreational use, which by its nature is short term.

3. CHANGES TO THE AGREEMENT

3.1 If, after conclusion of the agreement, you wish to make amendments to the agreement, Residence Terschelling Wellness Waddenresort is not obliged to accept this. It is at the discretion of Residence Terschelling Wellness Waddenresort to determine whether and to what extent these changes are accepted. In case Residence Terschelling Wellness Waddenresort accepts your changes, Residence Terschelling Wellness Waddenresort will charge the costs of the change.

3.2 Changes of the date and / or location 28 days prior to the arrival are not allowed. In these cases, the cancellation costs apply as described in Article 14 of these General Terms and Conditions.

3.3 If after the conclusion of a contract for more than one accommodation, the amount of accommodations want to be reduced, the cancellation conditions apply. These are described in Article 14 of our Terms and Conditions.

4. IN THE ARGUMENT

4.1 The renter and other users are not allowed to cede the property, under any name and for any other reason, other than the persons named in the contract, unless otherwise agreed with Residence Terschelling Wellness Waddenresort.

4.2 If you and Residence Terschelling Wellness Waddenresort have agreed that you and / or one or more users are replaced, you continue alongside the renter and / or users that you and / or other users replace liable towards Residence Terschelling Wellness Waddenresort for the payment of the outstanding amount for the rent, the change fee (see Art. 3.1) and any additional costs resulting from the replacement and any cancellation fees.

5. PRICES

5.1 You owe Residence Terschelling Wellness Waddenresort the agreed rent, as stated in the confirmation and invoice of the reservation.

5.2 Discounts and / or special offers can not be used if the confirmation of the booking / invoice has been sent by Residence Terschelling Wellness Waddenresort.

5.3 All prices are including VAT where applicable, unless otherwise stated.

5.4 Residence Terschelling Wellness Waddenresort has the right to increase prices as a result of interim adjustments, statutory regulations or provisions (including, but not limited to VAT, city tax, insurance tax) which Residence Terschelling Wellness Waddenresort can not influence, to implement and settle.

6. ADDITIONAL COST

6.1 You / the tenant, besides the rent, reservation and handling costs, bed linen and tourist tax are due.

6.2 The tourist tax is determined by the municipality on the location of the park. You / tenants of Residence Terschelling Wellness Waddenresort are at all times obliged to pay the tax set by the relevant municipality.

7. PAYMENTS

7.1 The guest needs to make the payments in euros, unless otherwise agreed, in accordance with the agreed terms.

7.2 If you, despite prior written reminder, do not complete the payment within two weeks after written notice, Residence Terschelling Wellness Waddenresort has the right to terminate the contract immediately, without prejudice to the right of Residence Terschelling Wellness Waddenresort on full payment of the agreed price.

7.3 If Residence Terschelling Wellness Waddenresort, on the day of arrival, is not in possession of the entire amount, Residence Terschelling Wellness Waddenresort is entitled to deny you access to the holiday, without prejudice to ensuring full payment of the agreed price.

7.4 By Residence Terschelling Wellness Waddenresort reasonably incurred extrajudicial costs, after giving notice, shall be borne by you. If the total amount is not paid in time and after written reminder, the statutory interest on the outstanding amount will be charged.

8. ARRIVAL AND DEPARTURE

8.1 The booked accommodation can be checked-in from 15:00 on the agreed day of arrival as stated on the confirmation of the reservation. On the agreed day of departure as shown on the confirmation of the reservation the accommodation must be departed before 10:30.

8.2 If you wish to extend the agreement with Mechelerhof for longer than the agreed duration and Mechelerhof agrees, Mechelerhof is always entitled to designate a different accommodation.

8.3 If the use of the accommodation/other facility is terminated before the agreed date, as stated on the confirmation of the reservation, the tenant is not entitled to reimbursement of (part of) the rent and/or any other costs. If you have a cancellation insurance and you meet the conditions imposed by the insurance company, you can file a claim directly at the involved insurance company as a result from finishing your stay earlier.

9. REGULATIONS

9.1 All guests must adhere to the rules established for the parks by Residence Terschelling Wellness Waddenresort, captured in the Park Regulations and the Swimming Pool Regulations. These regulations can be obtained on arrival at the reception.

9.2 In accordance with the local regulations, if so requested, you are obliged to identify yourself at 'check-in'. If the guests can not show any ID, Residence Terschelling Wellness Waddenresort retains the right to decide not to accommodate the guests.

9.3 Each accommodation may only be occupied by the maximum people specified by Mechelerhof for the relevant accommodation.

9.4 If the on-site restaurant, café and reception room provide you with catering services or trade agreements, the Uniform Conditions apply to these services. A copy of these conditions is available on request at the reception of the park.

9.5 Residence Terschelling Wellness Waddenresort retains the right to make changes to the design and opening of the facilities of the parks. Residence Terschelling Wellness

Waddenresort points out that it is possible that maintenance is performed at the park during a stay, hereby the booker is not entitled to any compensation.

9.6 For safety reasons it is not permitted to posts tents near the accommodations.

9.7 The tenant must leave the accommodation in clean condition (no dirty dishes, pick up and fold linens, kitchen, clean refrigerator and put garbage bag in the container).

9.8 The tenant and users are obliged to hire Residence Terschelling Wellness Waddenresort bed linen at the property.

9.9 In violation of the rules contained in these Terms and Conditions, Park Regulations and / or Swimming Rules and / or Regulations and /or failure to follow instructions of the staff, Residence Terschelling Wellness Waddenresort retains the right to remove the booker and its party immediately from the accommodation and park, without refund of rent or any part thereof.

9.10 If Residence Terschelling Wellness Waddenresort has the serious suspicion that the tenant of a property acts in violation of the law and / or public order and / or morality, Residence Terschelling Wellness Waddenresort is authorized to access the booker's property.

10. PETS

10.1 Depending on the accommodation, up to two pets of the booker and / or party are authorized by Residence Terschelling Wellness Waddenresort. If you and / or other users wish to bring pets, please specify this at booking. Pets are charged per night. Residence Terschelling Wellness Waddenresort reserves the right to refuse pets without reason.

10.2 Pets have no access to water features, pools, restaurants, indoor central facilities and other public places in the park (unless otherwise stated). Pets must be leashed outside the accommodation at all times. Instructions on site must be followed. The pets must not disturb the other guests.

10.3 Dog basket should be taken with and for dogs / cats protection against fleas is required, both drops, pills or a band suffice.

10.4 Caged animals are free of charge (to be requested when booking).

10.5 Pets of visitors are not allowed.

10.6 For the transport of animals to countries within the EU, it is obliged to have a passport and vaccination booklet, according to the European model (as of July 3, 2004). The animals must be vaccinated against rabies and identification through a chip or tattoo is required. You are responsible for having the right travel documents for your destination.

11. USE OF ACCOMMODATION; INVENTORY

11.1 The tenant / user and the person accompanying the tenant, are jointly liable for an orderly state of affairs in and around the rented accommodation or elsewhere in the park, use of the property and the equipment contained therein.

11.2 In addition, the tenant / user and the person accompanying the tenant, are jointly liable for damage by breakage and / or loss and / or damage to inventory and / or accommodation. Any damage must be immediately reported to Residence Terschelling

Wellness Waddenresort and to be paid immediately on site by the tenant unless the tenant can demonstrate that the occurrence of the damage is not due to the fault of himself, other users or one of the members of his company.

12. INTERNET

12.1 Depending on the accommodation, Residence Terschelling Wellness Waddenresort offers the tenant / user and those who accompany the tenant access to the Internet via a WiFi network.

12.2 The booker is responsible for the proper use of the Internet as well as the necessary hardware and software configuration, peripherals and connections to support them and measurements to protect computer or operating system.

12.3 Residence Terschelling Wellness Waddenresort is not liable for damages resulting from the use of the Internet or as a result of faults in the network.

12.4 The booker and party should behave as a responsible and careful internet user, as may be expected. He will refrain from behaviour which harms other Internet users or where damage to Residence Terschelling Wellness Waddenresort is caused, in the broadest sense of the word. The tenant / user and the person accompanying the tenant will refrain from visiting internet websites which have an unlawful character or inconsistent with the reputation of Residence Terschelling Wellness Waddenresort as a provider of accommodation.

12.5 Any evidence or suspicion of nuisance of third parties and/or (other) internet abuse by the booker and/or its companions gives Residence Terschelling Wellness Waddenresort the right, without further notice, to block access to the Internet.

12.6 The booker shall indemnify Residence Terschelling Wellness Waddenresort against third party claims to Mechelerhof for compensation of damage that these third parties encounter, insofar as it is based on the Internet use by the bookers and its companions.

13. DEPOSIT

13.1 Residence Terschelling Wellness Waddenresort may require a deposit at the start of the stay. The deposit is € 200, - for a 2-persons to a 6-persons accommodation, but if the circumstances warrant it (le groups) the amount will be increased by Residence Terschelling Wellness Waddenresort.

13.2 The deposit is intended to ensure damage and / or costs -in the broadest sense of the word that Residence Terschelling Wellness Waddenresort can suffer in case of non-fulfillment of the obligations of the tenant / user and the person accompanying the tenant.

13.3 If the deposit is not paid immediately, Residence Terschelling Wellness Waddenresort is entitled to deny access to the property.

13.4 If you fail to pay the deposit, Residence Terschelling Wellness Waddenresort is also entitled to terminate the agreement immediately.

13.5 The deposit, or any remainder thereof after settlement of claims (damage to inventory / accommodation and / or other costs) of Residence Terschelling Wellness Waddenresort, will be refunded to the renter. Any (further) claims for compensation can not be canceled by this restitution.

14. CANCELLATION

14.1 If you pay a cancellation fee to Residence Terschelling Wellness Waddenresort. This amounts to:

- Cancellation more than three months before the arrival date, 15% of the agreed price;
- For cancellation within three to two months before the arrival date, 50% of the agreed price;
- For cancellation within two to one month before the arrival date, 75% of the agreed price;
- For cancellation within one month before the arrival date, 90% of the agreed price;
- Cancellation on the day of arrival, 100% of the agreed price.

14.2 The fee will be refunded, after deduction of administrative costs, if the site by a third party nominated by you and by the written agreement of Residence Terschelling Wellness Waddenresort, is reserved for the same period or part thereof.

15. ADVANCE RESERVATIONS

15.1 The possibility exists to make a reservation for a period in which the rates are not yet published. The tenant is required to pay a deposit of €25, - , which deposit the final amount to be settled. If the preliminary reservation is not converted into the final reservation, the deposit will be refunded.

16. FORCE AND AMENDMENT

16.1 In the case Residence Terschelling Wellness Waddenresort is (temporarily) unable to perform the agreement in whole or in part in case of odds, Residence Terschelling Wellness Waddenresort will notify the booker within 14 days after it became aware of the impossibility to fulfil the agreement and will propose a change for another accommodation/other period.

16.2 Odds arise for Residence Terschelling Wellness Waddenresort if the performance of the agreement in whole or in part, whether or not temporarily, is prevented by circumstances beyond the control of Residence Terschelling Wellness Waddenresort, including (but not limited to), threat of war, strikes, blockades, fire, flood and other disruptions or events.

16.3. The booker is entitled to reject the proposed booking change. If you want to reject the change, then you must inform Residence Terschelling Wellness Waddenresort about the rejection in writing by mail or post, within 14 days of receipt of the proposed booking change. In that case Residence Terschelling Wellness Waddenresort has the right to terminate the agreement with immediate effect. You are then entitled to remission and/or return of (the already paid part of) the invoice amount. Residence Terschelling Wellness Waddenresort will not be bound to pay any damages.

17. TERMINATION

17.1 Residence Terschelling Wellness Waddenresort always has the right immediately to terminate the agreement, if when booking your personal data and / or of other users are incomplete and / or incorrect. In such a case there is no refund of the rent or a part thereof.

18. LIABILITY

18.1 Residence Terschelling Wellness Waddenresort are not liable for a) theft (including from accommodation and pool lockers) and loss or damage to property or its people, of whatever nature, during or following a stay in one the park and b) breaking down or disabling of technical equipment and the failure or closure of facilities in the park unless there is intent or gross negligence of Residence Terschelling Wellness Waddenresort or (one of) its employees.

18.2 Residence Terschelling Wellness Waddenresort is not liable for disruptions in the service or defects in services provided by third parties.

18.3 The tenant is liable for all loss and / or damage to the rented accommodation and / or other property of Residence Terschelling Wellness Waddenresort caused during use by you and / or other users, whether or not the result by acts or omissions of yourself and / or others who are using your permission at the park.

18.4 You indemnify Mechelerhof from all claims in respect of damage to third parties arising from any act or omission of yourself, your companions and any other user who are with your permission at the park.

18.5 When not using or leaving the holiday accommodation properly, including but not limited to excessive dirt, additional (cleaning) costs are passed, which you are required to pay immediately.

19. COMPLAINTS

19.1 Despite the care and effort of Residence Terschelling Wellness Waddenresort, you can have a legitimate complaint regarding your holiday. First, you should report this complaint to Residence Terschelling Wellness Waddenresort in order to give them opportunity to solve it immediately. If the complaint is not handled to your satisfaction, you have opportunity to submit your complaint to Mechelerhof in writing latest 1 month after leaving the accommodation. The complaint can be sent to: Residence Terschelling Wellness Waddenresort, Heereweg 5, 8891 HS Midland or via info@waddenresortterschelling.nl ovv reservation number, name and address, date of stay and accommodation number. The complaint will be handled with the greatest care.

20. GOVERNING LAW

20.1 The relationship resulting from these General Conditions, is governed exclusively by Dutch law.

21. TRAVEL DOCUMENTS

21.1 You are solely responsible for the possession of valid travel documents required for your destination. Outside Residence Terschelling Wellness Waddenresort accepts no responsibility for the consequences arising from it not in possession of the correct travel documents.

22. PRIVACY

22.1 All data you provided during your booking and stay might be collected in a database. The database will be used for our customer administration. . This file is registered with the Dutch Data Protection Authority in The Hague. The database is used for our guest

administration. This data can also be used to display targeted Residence Terschelling Wellness Waddenresort information and offers. To use this information and these offers as much as possible and tailor to your interest, we can combine our data with databases of other companies.

22.2 At your request we will correct your data, add, delete, or block, for example, if the data are factually incorrect. This may mean that you cannot use (part of) our services any more. You have the right to request your processed information related to you.

22.3 If you do not wish to receive information or offers, please let us know by sending a postcard to: Residence Terschelling Wellness Waddenresort, Heereweg 5, 8891 HS Midsland, or an e-mail to info@waddenresortterschelling.nl

23. GENERAL

23.1 Residence Terschelling Wellness Waddenresort will send its digital correspondence, unless this proves impossible.

23.2 Obvious printing errors are not binding

23.3 This latter publication replaces all previous publications.

Omboekgarantie

Zeker zijn dat u uw vakantie naar een ander moment kunt omboeken? Maak dan gebruik van onze omboekgarantie.

In dit geval kunt u uw reservering op een later tijdstip naar een ander moment (in hetzelfde kalenderjaar) verplaatsen (indien de gewenste accommodatie beschikbaar is).

Let op: indien u gebruikmaakt van de omboekgarantie en de nieuwe periode duurder is dan de eerder gemaakte reservering, dient u het extra bedrag bij te betalen. Indien de nieuwe periode goedkoper is dan de eerder gemaakte reservering blijft het betaalde bedrag hetzelfde. Er wordt geen geld teruggegeven.

Omboeken kan tot 7 dagen voor aanvang van de gereserveerde vakantie.