



General Terms and Conditions Kustpark Village Scaldia

1. Definitions

- 1.1 Kustpark Village Scaldia: the organization commissioned by the owners and their representatives to mediate in the rental of holiday homes.
- 1.2 property: all properties that are furnished for overnight stays.
- 1.3 the tenant: the (legal) person making the booking and thereby becoming the other party of Kustpark Village Scaldia.
- 1.4 user: the tenant and the persons specified by the tenant who use the accommodation and / or other facilities rented by the tenant.
- 1.5 accommodation provider: the owner and/or the manager appointed by him of the accommodation available to be rented out.
- 1.6 agreement: the lease between the accommodation provider and the tenant.
- 1.7 holiday park: the park in which an accommodation is located.
- 1.8 park regulations: the regulations that the accommodation provider applies to use of the accommodation and/or the park.
- 1.9 rent: basic rental costs including any discounts and exclusive of additional costs.
- 1.10 in writing: by letter or e-mail.
- 1.11 website: the website(s) representing Kustpark Village Scaldia used to offer the accommodation.

2. Applicability Terms and Conditions

- 2.1 These terms and conditions apply to all offers of Kustpark Village Scaldia and agreements regarding the rental of accommodations concluded with Kustpark Village Scaldia. These conditions are an inseparable part of the agreement.

3. Offer

- 3.1 The offer of Kustpark Village Scaldia is valid as long as Kustpark Village Scaldia actually has availability for the accommodation.

4. Creation and content of the agreement

4.1 Reservations

4.1.1 An accommodation can either be booked on sight, online or by phone. These reservation methods are binding for both parties.

4.1.2 Online reservation; an agreement under a suspensive condition will be established between the tenant and Kustpark Village Scaldia with regard to booking an accommodation explicitly offered by Kustpark Village Scaldia on the website when:

- a) the tenant agrees to the general terms and conditions of Kustpark Village Scaldia
- b) the tenant fills out all mandatory information to be able to make a reservation online and then makes the reservation definitive by using the button "confirm".

4.1.3 Each received booking which is made via the website is confirmed by email to the tenant by Kustpark Village Scaldia, which means the reservation is received and processed. With that the reservation is binding for the tenant.

4.1.4 Upon receipt of the reservation this will be checked on correctness by Kustpark Village Scaldia. If the reservation is correct, the suspensive condition, as referred to under 4.1.2, is fulfilled and the agreement is concluded.

4.1.5 If the tenant has not received acknowledgement by email, the tenant must take up contact with Kustpark Village Scaldia, failing this the tenant can not invoke the reservation.

4.1.6 Age: reservations can only be made by persons who are 21 years or older, reservations made by persons under that age are not valid. If a tenant makes a reservation for younger people and is not present the entire period, the booking is also not valid. An owner can refuse a reservation made by younger persons after the fact. In consultation with Kustpark Village Scaldia exceptions can be made.

4.1.7 Kustpark Village Scaldia also reserves the right to refuse a reservation if it is suspected that the accommodation will be used in violation of these terms and conditions.



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4.2 Right of withdrawal

4.2.1 Reservations will be legally binding for the tenant. A right of withdrawal (the so-called cooling-off period) as referred to in the Civil Code does not apply to services regarding the rental of accommodation.

5. Canceling or changing the agreement

5.1 Cancellation by the tenant

5.1.1 It may happen that due to unforeseen circumstances one has to cancel. In this case the tenant or his deputy must notify Kustpark Village Scaldia in writing. In most cases there are costs associated with cancellations or changes.

5.1.2 Upon cancellation the tenant receives a cancellation note from Kustpark Village Scaldia. It contains the costs of the cancellation.

5.1.3 Cancellation of a reservation by the tenant can be made free of charge up to 30 days before arrival. If canceled up to 14 days before arrival the tenant is payable 50% of the total rent, excluding the additional costs to Kustpark Village Scaldia. If canceled within 14 days before arrival, the tenant is payable the total rent, exclusive of the additional costs to Kustpark Village Scaldia.

5.1.4 If the tenant ends his stay before the departure date, there is no right to a refund.

5.2 Cancellation by Kustpark Village Scaldia

5.2.1 In the case of force majeure or unforeseen circumstances, Kustpark Village Scaldia is entitled to cancel the reservation. Unforeseen circumstances and force majeure include:

- a) that the property is not suitable for rental (for example due to flooding, fire or default of the accommodation provider).
- b) that the property is no longer available (for example, due to the sudden sale of the accommodation provided by the accommodation provider, a double placed reservation or a bankruptcy of the accommodation provider).

5.2.2 Kustpark Village Scaldia will immediately inform the tenant of this stating the reason, by telephone or in writing.

5.2.3 In this case Kustpark Village Scaldia will offer an equivalent accommodation at the same rent.

5.2.4 If no suitable alternative offer can be made, or the tenant does not agree with the offered alternative, Kustpark Village Scaldia will proceed to refund the rent already paid in whole or in part without Kustpark Village Scaldia owing any compensation to the tenant.

5.2.5 Kustpark Village Scaldia is not liable for the costs of any services the (co) tenant booked himself (for example airline tickets, car rental, excursions, etc.)

5.2.6 Kustpark Village Scaldia has the right at all times right to terminate the agreement with immediate effect to say and to demand that the holiday home be vacated, if the tenant seriously neglects his duty of care for the house among other things, if he places more or other persons and / or animals in the house than allowed under the agreement. In such case, no refund will be made of the rent and / or deposit or part thereof. Also the tenant is obliged to compensate the damage Kustpark Village Scaldia or the owner suffers resulting from the acts or omissions of the tenant.

5.3 Change of agreement

5.3.1 In case of change of the agreement the cancellation conditions as stated in article 5.1 are fully applicable where for the terms referred to in Article 5.1.3, the first reservation.

5.3.2 Kustpark Village Scaldia is not obliged to accept the request from a tenant to amend the agreement.

5.3.3 If a change is to be made, the tenant should notify Kustpark Village Scaldia in writing.

6. Payment of the rent

6.1 Payment

6.1.1 The deposit of 50% of the total reservation sum must be paid by the tenant to Kustpark Village Scaldia within 2 days after the reservation date.

6.1.2 The remainder must be paid by the tenant to Kustpark Village Scaldia 14 days before the arrival date.

6.1.3 For reservations made within 14 days before arrival, the tenant must transfer 100% of the reservation sum directly to Kustpark Village Scaldia.



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6.2 Failure to pay within the payment term

6.2.1 Once the tenant is in default, Kustpark

Village Scaldia is entitled to cancel the agreement and hold the tenant liable for the costs incurred.

6.2.2 In this case, the cancellation conditions apply in accordance with article 5.1.3 and the monies already paid will be settled with the cancellation costs.

6.2.3 Kustpark Village Scaldia reserves the right to hand over the claim to a third party (for example a collection agency). All judicial and extrajudicial costs involved, as well as the (legal) interest will then be recovered from the tenant.

7. Deposit

7.1 Before arrival at Kustpark Village Scaldia the tenant will pay a deposit of € 250,-

7.2 Damage to the accommodation, inventory thereof or the park inflicted during the rental period, extra cleaning costs due to not leaving the accommodation tidy and any costs to be paid locally will be settled with the deposit. If the deposit is not sufficient to cover this damage or to cover costs, the (co) tenant will have to pay this shortage on site.

7.3 Kustpark Village Scaldia will make the guarantee available within two weeks after departure when there is no further reason for deduction or settlement.

7.4 Kustpark Village Scaldia accepts no responsibility whatsoever for levying and / or refunding of this deposit and the costs referred to in this article.

8. Liability of the tenant

8.1 The tenant is liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation provided by himself and/or his traveling companions or visitors. During the rental period he is responsible for the accommodation and is committed to keep the accommodation neat and clean. Any damage must be reported immediately by the tenant to Kustpark Village Scaldia and to be reimbursed immediately on site, unless the tenant can demonstrate that the occurrence of the damage is not due to the fault of himself, other users or one of his travel companions. It is recommended in addition to your own liability insurance to take out a separate

travel insurance. Tenants must have a liability insurance.

8.2 It is not permitted to accommodate more or other persons or animals in the holiday home than those stated on the written confirmation. In that case, the owner may refuse the tenant.

9. Liability Kustpark Village Scaldia or owner

9.1 Any liability of Kustpark Village Scaldia is in any case limited to attributable shortcomings in the work of Kustpark Village Scaldia as an intermediary and is in any case limited to once the rent, unless there is intent or gross negligence at Kustpark Village Scaldia.

9.2 Kustpark Village Scaldia accepts no liability for theft, loss or damage of or to objects or persons, of whatever nature, during or as a result of a stay in one of the holiday homes and/or other facilities that Kustpark Village Scaldia offers, unless there is intent or gross negligence on the part of Kustpark Village Scaldia.

9.3 Kustpark Village Scaldia does not guarantee that the stay in one of the accommodations offered by Kustpark Village Scaldia meets the expectations you had of it. Liability for damage consisting of loss of travel pleasure and/or other consequential damage, is excluded under all circumstances.

9.4 Neither Kustpark Village Scaldia, nor the owner is under any circumstances liable for damage for which there is a claim for compensation under a travel and/or cancellation insurance or any other insurance.

9.5 Kustpark Village Scaldia is not liable for disruptions in the service or defects in the event of services provided by third parties.

9.6 Kustpark Village Scaldia accepts no liability for acts and/or omissions of an owner.

9.7 Any liability of the owner, regardless of the legal basis, is limited to a maximum of up to three times the rent, unless there is intent or gross negligence.

9.8 Exclusions and limitations of liability also apply to staff of Kustpark Village Scaldia, the owner and third parties engaged by him.

9.9 Kustpark Village Scaldia cannot accept any liability for unexpected (construction)activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance for example from



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neighbors, church bells, cars, trains or agricultural implements, nuisance from vermin and environmental problems in the proximity to the accommodation.

10. Pets

10.1 Pets are only allowed if explicitly indicated.

10.2 Bringing pets unannounced may be a reason for Kustpark Village Scaldia to refuse access to the accommodation.

10.3 There are extra (cleaning) costs associated with bringing pets.

10.4 Pets should not cause nuisance to other guests.

10.5 Pets must at all times demonstrably comply with the health and vaccination requirements that apply in the Netherlands. Failure to meet these requirements or not being able to demonstrate that these requirements are met may be a reason for Kustpark Village Scaldia not to allow the pet into the accommodation.

11. Substitution

11.1 Unless agreed in writing with Kustpark Village Scaldia, the tenant and his travel companions are not permitted to hand over the rented accommodation under any name and for whatever reason to third parties other than the persons mentioned in the agreement.

11.2 If you have agreed with Kustpark Village Scaldia that you and/or one or more users are replaced, in addition to the tenant and/or user who replace you and/or other users you remain jointly and severally liable towards Kustpark Village Scaldia for the payment of the rent, modification costs and any additional costs resulting from the replacement and any cancellation costs.

12. Shortcomings in the rented accommodation

12.1 Kustpark Village Scaldia makes every effort to make your stay as pleasant as possible.

Shortcomings in the rented accommodation need to be reported to Kustpark Village Scaldia immediately and at the latest within 24 hours after the discovery or occurrence of the shortcoming.

12.2 Kustpark Village Scaldia, will in the event of a timely notification of a deficiency endeavor to remedy this. If this fails and the shortcoming is so serious that the use of the accommodation is seriously impeded, the tenant is entitled to an alternative accommodation or compensation. Article 9 applies mutatis mutandis.

12.3 In retrospect, after departure, you can not claim allowances, declarations, etc.

13. Website

13.1 Kustpark Village Scaldia pays the utmost attention and care to the correctness of the data on its website. Kustpark Village Scaldia however can not be held responsible for any imperfections, inaccuracies and/or changes made at a later time. Apparent typos do not bind Kustpark Village Scaldia. Price changes reserved.

13.2 The website of Kustpark Village Scaldia may contain links to third party websites. Kustpark Village Scaldia is in no way responsible for the content or use of these internet sites, or for the possible consequences of a visit to one of these linked websites.

14. House rules and park regulations

14.1 The house rules and regulations of Kustpark Village Scaldia are part of these Terms and Conditions.

15. Privacy

15.1 Use of (personal) data

15.1.1 The personal data entered in relation to the reservation will be used to process the reservation. If a change occurs in the data already provided the (co)tenant is obliged to immediately notify Kustpark Village Scaldia in writing.

15.1.2 The entered information will also be included in the Kustpark Village Scaldia customer database for the purpose of being used for communication between Kustpark Village Scaldia and tenant with regard to the reservation (for example in connection with billing, sending the necessary information regarding the booking etc.) and for sending offers from and information about Kustpark Village Scaldia. Data of the (co)tenant are not provided to third parties who are not involved in our organization.



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16. Other provisions

16.1 Dutch law applies to the agreement. The Dutch court has jurisdiction.

16.2 In these terms and conditions "the tenant" also refers to the members of the travel group of the tenant/registrant. The tenant/registrant is jointly and severally liable for the payment obligation.

16.3 It is not permitted to sublet the rented accommodation.

16.4 By closing the agreement the tenant accepts the applicability of these General Terms and Conditions..

These general terms and conditions apply regardless of your reference to other Terms and Conditions.

Kustpark Village Scaldia rejects all General Terms and conditions to which you refer or which are used by you.

16.5 In the event that provisions of these terms and conditions or parts thereof are not legally valid (anymore) or are declared inapplicable, the other provisions remain in full force. The affected provision(s) will then be converted into comparable provisions that are legally valid.

16.6 Printing, typesetting and typing errors do not bind Kustpark Village Scaldia.

16.7 All previous publications expire with these Terms and Conditions.¹

¹ 28 okt. 2021