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## **1. APPLICATION**

These terms and conditions are applicable to all bookings and agreements with respect to all accommodations let by BHVK Leisure BV.

In this, the term "tenant" is explained and seen as the person closing an agreement regarding the rent/use of the accommodation concerned.

In this, the term "user" is explained and seen as the person renting the concerned accommodation together with possible other people using the rented accommodation and/or other facilities as specified and rented by the tenant.

The terms and conditions of BHVK Leisure BV are applicable regardless of any references to other terms and conditions. BHVK Leisure BV declines all other terms and conditions you may refer to or use.

Deviant conditions or agreements are solely valid if they have been agreed upon in writing or in case of written consent.

## **2 APPLICABLE LAW**

The agreement closed between you, the tenant, and BHVK Leisure BV is exclusively governed by Dutch law.

## **3. ONLINE RESERVATIONS**

Reservations can only be made and occur by people aged 25 or older. Reservations made by people under the age of 25, at the moment of booking, are not valid.

People aged 25 or older are not allowed to make reservations for people under the age of 25.

BHVK Leisure BV reserves the right to refuse bookings at all times and without giving reasons.

After completing the (advanced) payment for an online reservation, you will directly receive a confirmation of your reservation on the e-mail address you specified in "My BHVK Leisure". You can always find this confirmation by going to "My BHVK Leisure". Whenever you make an online reservation, you always need to agree with the terms and conditions of BHVK Leisure BV first. Without agreeing to the terms and conditions, it is not possible to make or complete an online reservation.

In case you do not receive a confirmation of your reservation on the correct e-mail address or you cannot login to "My BHVK Leisure", please contact BHVK Leisure BV.

The agreement regarding the rent of accommodations and/or other facilities for recreational use, bearing in mind the often limited duration of this agreement.

## **4. TRAVEL DOCUMENTS**

You are responsible for having valid travel documents required for your travel destination at all times. BHVK Leisure BV does not hold itself accountable for the consequences of not having the right travel documents.

## **5. PAYMENTS**

When making an online reservation, an advanced payment of +/- 30% of the total rental sum multiplied with possible booking costs is required. Payments need to be completed directly, by means of one of the online payment options. The residual amount of the rental sum (excluding the deposit) needs to be completed and received by BHVK Leisure BV 56 days before the day of arrival at the latest. For bookings made less than 56 days before the day of arrival, the total rental sum (excluding the deposit) needs to be completed at once. The deposit needs to be paid 7 days prior to your arrival at the latest.

When not completing the payments of the invoiced amounts in time, you are in default from the moment the set payment term has been expired. In this case, BHVK Leisure BV will offer you the possibility to complete the residual amount within 7 days by means of a written notification. If the payment is also not completed after this set period, BHVK Leisure BV reserves

the right to dissolve (cancel) the agreement as of the day that the set term of 7 days has been expired. In this case, you are held accountable for all damage BHVK Leisure BV suffers or will suffer from as a result, including all costs regarding your booking and the dissolution of the agreement BHVK Leisure must make. BHVK Leisure BV reserves the right to at least charge a cancelation fee. In this case, the conditions set in Article 15 are applicable. BHVK Leisure BV always reserves the right to set off receivables from you for any reason whatsoever with completed payments under any heading whatsoever.

## 6. PRICES

You owe BHVK Leisure BV the agreed rental price, as specified both in the confirmation of your reservation and in the invoice of your booking. In case costs on BHVK Leisure BV's side (think of personnel, energy costs and taxed) have risen demonstrably and adventitiously after closure of the agreement, BHVK Leisure BV reserves the right to increase its prices and charge you the increased price. In case this price increase will be implemented within three months after closing the agreement, this price increase will count for a maximum of 5% of the earlier agreed rental price and you will reserve the rights to dissolve (cancel) the agreement on these grounds. All prices, if applicable, are displayed inclusive taxes and/or surcharges unless otherwise specified.

## 7. EXTRA COSTS

Next to the rental price, administration (including reservation- and processing costs) and service costs and the tourist taxes including contribution and other charges are raised and charged for the tenants account.

## 8. DEPOSIT

BHVK Leisure BV requires a deposit for all accommodations. The amount of the deposit is specified on your booking confirmation. The deposit needs to be paid 7 days prior to your arrival at the latest. The deposit, or the remainder of this, will be refunded on your bank- or giro account within two weeks after your departure, providing that the accommodation is left behind properly and in compliance with Article 9 and on the condition that the invoice has been fully paid. Possible claims for compensation do not set off by this restitution. Bear in mind that we can only refund the deposit when you have provided us with your IBAN-number in "My BHVK Leisure". It is your own responsibility to provide us with your IBAN number in "My BHVK Leisure". You can provide us with your IBAN number until 12 months after your departure. After these 12 months, you cannot reserve any rights to a restitution of the deposit.

## 9. ARRIVAL AND DEPARTURE

The rented accommodation is available from 3 p.m. on (**in the months July and August this is 4 pm**), on the agreed date of arrival as set in the booking confirmation. On the departure day, the accommodation must be vacated before 9.30 am as specified in the booking confirmation. If the rent of the accommodation is terminated before the agreed date of arrival, as specified in the booking confirmation, the tenant is not entitled to a restitution of (or a part of) the rental price and/or costs unless you meet the cancellation terms of your cancellation insurance. If you do not comply with the regulations as specified in the welcome pack/directory when departing, additional costs will be set off with the deposit.

## 10. PETS (DOMESTIC ANIMALS)

- \* It differs per accommodation whether it is allowed to bring pets along. Make sure you are well informed about your accommodation and whether pets are allowed here by reading the house description.
- \* BHVK Leisure cannot guarantee that holiday homes have always been pet-free.
- \* Your pet needs to be free of/treated against fleas and ticks. Also think of possible necessary vaccinations.
- \* BHVK Leisure BV charges an extra fee for bringing pets to an accommodation. In case the tenant and/or other users want(s) to bring along dogs during the holiday, this needs to be reported during the completion of the reservation directly. Dogs cannot cause any disturbance.
- \* Whenever a dog is observed in a house that does not allow dogs, you need to vacate the holiday home immediately. There will be no restitution of costs in this case.
- \* The specified number of dogs allowed in an accommodation cannot be exceeded. Whenever pets are not reported or the maximum of pets allowed is exceeded, BHVK Leisure is forced to charge you additional costs, cancel the rental agreement and/or take other measures.
- \* Visitors are not allowed to bring any dogs
- \* It is absolutely prohibited to walk your dog in the garden of the rented house. Whenever dog excrement is being observed in the garden, BHVK Leisure is authorised to hold back your deposit.

## 11. INSECTS/MICE/ALLERGIES

- \* Please take into account that, despite a house being pet-free, allergies (like dust mites) in the holiday homes cannot always be prevented.
- \* In- and around holiday homes that are located in a woody area, insects like silverfish, ants, wasps, bedbugs, woodlice and marten can be found.
- \* Despite proper cleaning of the holiday homes, cob webs can easily and quickly be formed. BHVK Leisure cannot be held

accountable for these.

\* Mice and rats that show up cannot be prevented at all times. Whenever you experience major problems with this, you can contact BHVK Leisure for possible help.

\* Allergies in general: BHVK Leisure is not responsible and accountable for an allergic reaction a tenant might experience.

## **12. SMOKING**

Smoking is not allowed in all of BHVK Leisure BVs accommodations. If you do not comply with this smoking ban, BHVK Leisure BV reserves the right to end the agreement with immediate effect and to not refund the deposit. Whenever the rental agreement is terminated, BHVK Leisure reserves the right to not refund the deposit. BHVK Leisure cannot guarantee a holiday home to stay fully smoke-free. We kindly ask all guests to respect the smoking ban.

## **13. KEYS**

You standardly receive 2 keys (key cards), despite the travel company. When a key is lost or stolen, € 15,00 per key will be charged.

## **14. DESIGN/INVENTORY**

\* Towels, tea towels, table cloths, cleaning projects, bath mats, kitchen rolls, toilet paper, cushions for the garden chairs etc. are not standardly present in the holiday home and therefore need to be brought along with the tenant. Sunchairs dot also not standardly belong to the inventory of a holiday home.

\* The kitchen equipment is based upon the amount of people the accommodation is suited for. The holiday homes are private houses and are therefore designed and equipped by the owners themselves (and their wishes and capabilities). This also goes for the garden. Sunscreens etc. are not standardly included in all holiday homes.

\* Barbecues and parasols: we like to point out to you that barbecues and parasols are not a standard part of the inventory of a holiday home. Yet, BHVK Leisure offers guests the opportunity to hire these. This to make sure good quality is offered. It could be that a barbecue or parasol is present despite of the house description and inventory list. BHVK Leisure is not responsible for this. Barbecues hired at BHVK Leisure need to be cleaned by the tenant after use. Cleaning costs are not included in the rental sum. In case the barbecue is not cleaned after departure, we charge € 50,00 cleaning costs. This will be settled when processing the deposit.

\* Bathroom and toilet: clogged drains are often caused by diapers, cottons or sanitary towels etc. that are being dropped in the toilet. Make sure this does not happen.

## **15. CANCELLATION COSTS**

Once a reservation is being cancelled, cancellation costs are owed. When cancelling your reservation up to 28 days before the day of arrival, this amount concerns 30% of the total costs plus the reservation costs. When cancelling your reservation 28 days or less than 28 days before the day of arrival, this amount concerns the total cost sum. When cancelling a reservation, the paid deposit is being returned within 14 days. In case you cancel your reservation within 3 days (72 hours) after the rental agreement was made, no costs will be charged regardless of the (advanced) payment. A condition in the latter situation is, that the day of arrival is not taking place within 28 days.

## **16. CHANGE OF THE AGREEMENT**

Whenever you want to make changes in the agreement after it has been closed, the following conditions are applicable: The rental agreement can be changed into a different period in the same year and the same house until 28 days before the arrival date. In this case, no costs will be charged for the changes made. The rental agreement can be changed in the same or a different period in the same year but in a different house until 28 days before the arrival date. In this case, the costs for the changes made count €50,- in both situations. The agreement cannot be changed within 28 days of the arrival date, unless it concerns a prolongation of the agreement. Ordering extra options for your reservation is only possible until 3 nights before the arrival date. The chosen extra options can also be changed without being charged until 3 nights before the arrival date.

## **17. FORCE MAJEURE AND/OR EXTRAORDINARY EVENTS OR CIRCUMSTANCES**

In case BHVK LEISURE BV and/or the Homeowner are not able to live up to, prevented from or significantly hindered in living up to and/or carrying out the obligations stated in the Agreement as set by both parties due to force majeure and/or other extraordinary events or circumstances including, but not limited to war, natural disasters, pollution disasters, drought, other extraordinary weather conditions, epidemics, pandemics, quarantine measures, the closing of borders or geographical areas, food shortages and/or rationing, traffic conditions, the interruption of currency trading, strikes, lockouts, and regardless of whether or not those force majeure events and/or other extraordinary events or circumstances were foreseeable at the time the booking was made, BHVK LEISURE BV and/or the Homeowner are entitled to cancel the Agreement. In this case neither BHVK LEISURE BV nor the Homeowner shall be liable for the non-fulfilment of the Agreement. In case of force majeure events and/or other extraordinary events and circumstances BHVK LEISURE BV is entitled to retain all amounts paid to BHVK LEISURE BV by the tenant.

## **18. RIGHT OF SUBSTITUTION**

The tenant and other users of the accommodation and/or facilities are not allowed to let other people who are not registered or specified in the agreement use the accommodation under any denomination and for any reason whatsoever, unless otherwise specified or agreed upon by BHVK Leisure BV. In case you and BHVK Leisure BV agree upon users being substituted, you will always remain responsible for the payment of the owed amount of the rental sum, alteration costs and possible additional costs as a result of the substitution and possible cancellation costs, apart from the substituted users that are agreed upon.

## **19. TERMINATION**

In case personal data of the tenant and/or other users are provided incompletely or incorrectly when making a booking, BHVK Leisure BV reserves the right to terminate the agreement with immediate effect at all times. In such a case, restitution of the rental sum or a part of this does not occur.

## **20. BREAKAGE/DAMAGE/LOSS**

The tenant, specified on the booking confirmation, is responsible (without altering or detracting the responsibility and liability of other users and guests) for a normal and orderly state of affairs in- and around the rented accommodation and/or campsite, as far as such is being influenced by the tenant and his/her company and/or other users. Besides, the tenant is always responsible and liable (without altering or detracting the responsibility and liability of other users and guests), for damage caused by breakage, loss and/or defects to the inventory and/or accommodation. The tenant is obliged to immediately report possible damage to BHVK Leisure BV and to compensate costs as a result of this immediately unless the tenant can demonstrate that the damage is not caused by the tenant itself and/or other users part of the company.

### **21.1. LIABILITY**

BHVK Leisure BV cannot be held liable for theft, loss or damage done to objects, affairs or people of any kind occurring during or as a consequence of the stay in one of the accommodations and/or other facilities of BHVK Leisure BV, unless it is proven to be the result of intent or gross fault on the part of BHVK Leisure BV or (one of) its employees. Neither does BHVK Leisure BV ensure that your stay in one of the accommodations complies with the expectations you had. Liability for damage, consisting of a lack of enjoyment of the journey and/or other consequential damages, is excluded under all circumstances. Moreover, BHVK Leisure BV cannot be held liable for damage that entitles a remuneration on the account of travel- and/or cancellation insurances or any other insurance. BHVK Leisure BV cannot be held accountable for malfunctions in the services or shortcomings of third parties involved. The tenant and/or users are severally held liable for all loss and/or damage to the rented accommodation and/or other properties of BHVK Leisure BV that arose or occurred during the rental period of the tenant and/or other users, despite of the fact whether the loss or damage was caused by the tenant, other users or third parties using or accessing the accommodation. BHVK Leisure BV is indemnified for all claims regarding damage caused by third parties that are the (partial) consequence of any act or neglect on your and/or other users, company and third parties' side while using and/or accessing the accommodation. In case of incorrect use of or an incorrect way of leaving behind the accommodation, including excessive pollution or contamination, extra costs will be charged on your account which need to be paid immediately.

### **21.2 INTERNET USE**

The internet connection in your holiday home is being provided by the home owner, BHVK Leisure cannot be held responsible for malfunctions, limitations and/or instable connections. Depending on the accommodation, the tenant and/or other users is/are offered access to the internet through a Wi-Fi network or cable connection. The tenant is responsible for the correct use of the internet, as well as for the necessary hard- and software, configuration, peripheral equipment and connections for the support of the equipment and measures for the security of the computer or operating system. BHVK Leisure BV cannot be held accountable for damage as a consequence of the use of internet or network malfunctions. When using the internet, the tenant and/or other users need to behave in a way that can be expected from a responsible and careful internet user and respect the law. Behaviour including hindering other internet users or damaging BHVK Leisure BV in the broadest sense of the word, is excluded in all circumstances. The tenant indemnifies BHVK Leisure for all claims made by third parties that concern compensation for damage that the third parties might try to indemnify on the account of BHVK Leisure BV, as far as this claim is justified on the internet use of the tenant and/or other users. When the internet in the rented accommodation is not (sufficiently) functioning through the Wi-Fi network or cable connection, the tenant has no right at compensation.

### **21.3. SWIMMING POOL/PLAYGROUND**

Whenever a pool or playground is present at the rented accommodation, the tenant is obliged to use these in a responsible and safe manner and to always follow the operating instructions as provided by the home owner or BHVK Leisure BV. The tenant is obliged to solely let children (without sufficient swimming skills) use the pool under the supervision of an adult. BHVK Leisure BV is indemnified for all claims regarding damage caused by third parties that are the (partial) consequence of any act or neglect on your and/or other users, company and third parties' side while using and/or being in or around the swimming

pool and/or playground. In case of incorrect use of material damage to a swimming pool or playground, including excessive pollution or contamination, extra costs will be charged on your account which need to be paid immediately.

## **22. REGULATIONS**

All guests are obliged to follow the regulations and conditions set for the concerned accommodation as set by BHVK Leisure BV. At the check-in, it is required to bring and show valid proof of identity. Every accommodation can solely be occupied by the amount of people as specified for the concerned accommodation in the brochure. It is not allowed to place any tents, caravans or camper vans next to the accommodation without permission of BHVK Leisure BV. Electric cars may only be charged at the holiday rental in case a charging station is present.

## **23. WEBSITE BHVK LEISURE BV**

The website of BHVK Leisure BV is built with care to ensure the validity and correctness of all data that is provided. BHVK Leisure BV values provision of information that is up to date and confidential. Yet, BHVK Leisure BV cannot be held liable for possible deficiencies, inaccuracies and/or changes made at a later time. Printing-, typesetting- and/ or typing errors do not bind BHVK Leisure BV. Any and all prices presented shall be with the reservation of price changes. The website of BHVK Leisure may contain links referring to websites of third parties. BHVK Leisure BV is not responsible for the content provided on- or the use of these websites, including possible consequences related to your visit of one of the websites you were referred or redirected to.

\* Differences between photos and/or descriptions and holiday homes in reality.

However the pictures and description of the holiday homes are carefully selected and made, we cannot accept any responsibility for possible minor differences or mistakes in the used visuals and descriptions. The owner has the right to make necessary changes to the accommodation for maintenance. Also, for the continuous improvement of the holiday home, the owner has the right to make changes to the design, inventory, lights, facilities or activities that have been advertised and/or were previously present, without reporting this beforehand.

Photos taken in the holiday homes cannot be used commercially without consent of the owner of the accommodation.

\* Distances mentioned

The distances that are mentioned have been measured as the crow flies and solely serve as an orientation. Distances to the nearest swimming facility for instance, is the distance estimated from the house to the coast and not to the beach or pool necessarily.

## **24. COMPLAINTS**

Naturally, BHVK Leisure BV is fully committed to make your stay as pleasant as possible. Whenever you notice any type of deficiency to your accommodation, please report this immediately so that the problem can be solved. Always make sure that problems and/or remarks arising during your stay are reported immediately. Changing your reservation to a different accommodation is not possible without payment. Furthermore, it is not possible to make any claims for compensation or declaration after your check-out. Complaints, remarks and/or given advice can be send to [support@bhvkleisure.com](mailto:support@bhvkleisure.com). With this, it is necessary to report the complaint, the reservation number, contact details of the tenant and all other information that could be helpful when processing the complaint. Complaints revealed after 14 days of the departure date, are not taken in hand by BHVK Leisure BV any longer. Also, feedback can be noted on the evaluation form that was provided at the check-in.

## **25. CONSTRUCTION ACTIVITY/NOISE POLLUTION**

BHVK Leisure cannot constantly control and observe possible construction activities in the surroundings of holiday homes. It could therefore be that construction activities (new building/renovation) are taking place in the neighbourhood of the holiday homes. This might cause noise pollution. Please also take into account the residents who are permanently living in the area of holiday homes. BHVK Leisure cannot be held accountable for this.

## **26. GENERALITIES**

\* Printing- and typesetting errors do not bind BHVK Leisure BV. These terms and conditions replace all publications and versions drawn up and published before. All (personal) data that is provided around your stay, is included in a datafile. This datafile is used to set up a clear guest administration. The data is naturally not disclosed or passed on to third parties, unless governed and/or obligated by the government or law. In case you are not interested in receiving up to date information around bookings or booking offers, you can let us know any time.

\* Found objects

BHVK Leisure returns found objects on request of the tenant. The costs of returning found objects count at least € 17,50 (depending on the size and weight of the package). All packages are returned at the tenants own risk. BHVK Leisure does not take any responsibility in this matter. Found objects are stored for a maximum of 2 months after departure.

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