



GENERAL CONDITIONS (*Full version*).

*Commencing date: 01-11-2016*

## **1. Application**

1.1 These General Conditions apply to all offers, reservation requests and agreements which are made with HolidayTent and refer to accommodations let by HolidayTent.

1.2 HolidayTent explicitly declines the application of other General Condition

1.3 Exceptions with regard to these General Conditions are only allowed if parties have agreed them in writing

## **2. Reservations**

2.1 Upon reservation (by telephone, regular mail or e-mail) HolidayTent will sent you a confirmation reservation mentioning the total amount due. In case of inaccurate data you must immediately, within 3 working days at the latest, contact HolidayTent. In case you haven't received a reservation confirmation within 6 days upon your reservation, you must contact HolidayTent

2.2 In case you arrive later or leave earlier than agreed, restitution is not applicable

2.3 In case less persons than agreed actually stay in the accommodation, restitution is not applicable.

2.4 The max. allowed number of persons per accommodation is 4 persons, in principle from the same family, unless extra person/extra persons have been booked.

2.5 The number of persons spending the night in the accommodation must be in conformity with the reservation.

2.6 HolidayTent reserves the right to refuse reservations

2.7 It is possible and allowed to place an extra tent (dome tent/sleeping tent/side tent) next to your accommodation. A dome tent/sleeping tent/side tent is a tent with two sleeping places with a total surface under 4m<sup>2</sup>. It is not allowed to use these tents to accommodate more or other persons than the reservation.

2.8 The tent offers 4 beds. An extra bed can be placed for the 5th person. Besides, you can book an extra tent (sleeping tent) for the 6<sup>th</sup> person.

2.9 On the day of arrival, accommodations will be available from 03:00 pm.

2.10 Accommodations are assigned by Holiday/Tent and/or staff, or have been confirmed by E-mail. A change of place is only allowed with the consent of HolidayTent and/or staff.

2.11 On the day of departure you must leave the accommodation (clean) at 10:00 am at the latest.

2.12 A child's bed, highchair, party tent, sleeping tent, bath- and bed linen can only be guaranteed if booked.

2.13 Six weeks before arrival the remaining amount must have been transferred.

2.14 HolidayTent is entitled to regard the agreement as not being agreed, if HolidayTent has not received the agreed down payment/final payment within the prescribed time limit

2.15 One car is included in the reservation. For a second car an extra sum per day is charged.

2.16 The accommodation remains booked until 08:00 pm on the day of arrival. In case you have not arrived before 08:00 pm without any notification (telephone call), your reservation will be cancelled, reservation costs will not be refunded.



### **3. Payment**

- 3.1 Upon receipt of the reservation confirmation, 30% of the total costs must be paid, with a minimum of € 100,00 plus reservation costs.
- 3.2 Your reservation is only definitive upon receipt of your down payment.
- 3.3 The remaining amount must be paid 6 weeks before arrival at the latest
- 3.4 In case a reservation is made within 6 weeks before arrival, the total amount must be paid at once, upon receipt of the reservation confirmation.
- 3.5 In case a reservation is made within 2 weeks before arrival, the total amount must be paid by return, upon receipt of the reservation confirmation.
- 3.6 In case the down payment and/or final payment have not been received within the prescribed time limit, HolidayTent is entitled to cancel the reservation. In that case, the customer is liable for all cancellation costs (s. cancellation conditions).
- 3.7 In case payment is not received (in time), all costs, both judicial and extrajudicial costs, will be at customer's account, inclusive of statutory interest on the outstanding amount from the month following the payment date, as mentioned in the reservation confirmation.

### **4. Deposit**

- 4.1 The deposit is € 50,00 per accommodation and is paid to the representative of HolidayTent at arrival.
- 4.2. Before arrival, at the final check of the accommodation, this amount is totally or partially refunded by the representative of HolidayTent.
- 4.3 If you leave before the final check, the deposit will be transferred to your bank account afterwards. Possible, detected defects will be deducted from the deposit.
- 4.4 Damage, loss or destruction of the accommodation or other inventory, will be charged, based on the cost price. The amount will be balanced with the deposit, without prejudice to the obligation to pay the amount that exceeds the deposit.

### **5. Modifications with regard to confirmation reservation**

- 5.1 Modifications suggested by the customer will only be carried out upon written confirmation by HolidayTent. If modifications are impossible, the original reservations remains applicable.
- 5.2 Modifications which imply a partial cancellation, are subject to the cancellation conditions for that specific part.
- 5.3 If the booked period is extended during the stay, the extra amount must be paid on the campsite, according to the prices mentioned on the website. Possible special offers are not applicable.

### **6. Cancellation**

- 6.1 Reservations can be cancelled (free of charge) within 7 days upon date of reservation.
- 6.2 Reservations can only be cancelled in writing (letter/e-mail) with reason given.
- 6.3 In case of cancellation until 12 weeks before arrival 30% of the total amount is charged, with a minimum of €100,00.
- 6.4 In case of cancellation between 12 and 6 weeks before arrival, 70% of the total amount is charged, with a minimum of €100,00.
- 6.6 In case of a cancellation between 2 weeks and the day of arrival the total amount is charged.
- 6.7 We advise customers to take out an travel- and/or cancellation insurance.



## **7. Availability**

7.1 If HolidayTent can't offer the booked accommodation, the customer will immediately be notified and will receive a comparable alternative, without price increase. If customer doesn't accept this alternative, HolidayTent will immediately refund all amounts received.

7.2 In case HolidayTent cancels the reservation within 10 days before arrival, 10% of the total amount, with a maximum of € 100,00, will be refunded.

## **8. Liability**

8.1 HolidayTent cannot accept any liability for theft, loss, damage or injury caused to or by users of the accommodation offered by HolidayTent, irrespective of the cause of this damage or injury.

8.2 Participation in activities, organized by the campsite, is at own risk.

8.3 Users of the accommodation offered by HolidayTent must respect the rules of conduct, which have been drawn up by the campsite owner for guests who stay on his terrain.

8.4 The user of the accommodation offered by HolidayTent who causes or might cause nuisance, or doesn't respect the rules of conduct of the campsite can, possibly after a first warning, be removed from the campsite. No costs will be refunded.

8.5 HolidayTent is not liable for the behaviour of other guests on the campsite

8.6 In pre- and late season the campsite owner might be forced to close a couple of facilities.

8.7 Employees of HolidayTent are not entitled to make any statement with regard to the liability of HolidayTent

8.8 In case a representative of HolidayTent is not able, due to illness or other reasons, carry out his/her work HolidayTent will arrange a replacement as soon as possible. In case it can't be arranged immediately, HolidayTent doesn't accept any liability for costs which result from it.

8.9 Pets and smoking in the accommodations of HolidayTent are NOT allowed.

## **9. Complaints**

9.1 The travel program, the website and other forms of communication are composed with utmost care. HolidayTent can, however, not accept liability for changed circumstances.

9.2 In case you have a legitimate complaint you must initially report it to an employee of the campsite reception or to the representative of HolidayTent at the specific campsite. He/she will try to find an acceptable solution. If, nevertheless, a legitimate complaint remains, and a solution can't be offered, this complaint must be filed in writing (letter/e-mail) to HolidayTent within 3 weeks after the last night. 9.3 Nuisance caused by environmental factors, such as noise pollution, flooding and plague of insects, can't be influenced by HolidayTent. Of course the representative of HolidayTent will try to reduce nuisance to a minimum or solve it, but HolidayTent can't accept liability for this nuisance.

9.4 Dutch law is applicable to these General Conditions. In case of a lawsuit with regard to these General Conditions or the website, the Dutch judge will be competent.