

# General Terms and Conditions

## DUTCHEN

DUTCHEN B.V. is a professional management and rental organization of luxury homes and villas in particular small-scale holiday parks along the coast, on the Wadden and in beautiful nature areas. Dutchen B.V. is established in Haarlem en registered under Chamber of Commerce number 34365953.

## Foundation Webshop Keurmerk

Dutchen B.V. is affiliated with the Foundation Webshop Keurmerk. This Foundation monitors the extent to which an organization complies with the relevant European and Dutch laws and regulations for distance selling and the Hallmark code.

For more information on the Webshop Hallmark see [www.keurmerk.info](http://www.keurmerk.info)

## General Terms and Conditions Foundation Webshop Keurmerk

The General Terms and Conditions Foundation Webshop Keurmerk can be found at <http://www.keurmerk.info/Home/Trustmark-Code> and are also applicable to the agreements of Dutchen.

## Article 1- Concepts

In these General Terms and Conditions shall be understood under:

1. *(Main)Tenant*: a (natural) person, who rents or wishes to rent a vacation home from the range offered by Dutchen.
2. *Co-tenant*: the one who stays with (main) tenant in the vacation home.
3. *Manager*: the one who, on behalf of the owner of a vacation home, performs the management tasks of the vacation home.
4. *Consumer*: a natural person who rents a vacation home, and who is not acting in the exercise of his profession or business.
5. *Third parties*: any other (legal) person other than DUTCHEN or tenant.
6. *Owner*: the rightful owner of a vacation home (or his representative), who has offered the vacation home for rental to DUTCHEN.
7. *Booking*: a reservation of a holiday home, accepted by DUTCHEN.
8. *Vacation home*: a house offered for rent as holiday accommodation by DUTCHEN.
9. *Stay*: the actual use of a holiday accommodation.

## Article 2- Applicability General Terms and Conditions

These General Terms and Conditions apply to all offers and quotations of, agreements with, deliveries and services of DUTCHEN. Deviating conditions, appointments or regulations apply only if and insofar as they are confirmed by DUTCHEN in writing. These General Terms and Conditions apply only to legal relationships between Dutchen and consumers and not to legal relationships between Dutchen and companies, respectively persons acting in the exercise of their profession.

### Article 3- Revocation right

DUTCHEN points out to tenant that reservations which he makes are legally final. The right of withdrawal does not apply to services/ agreements concerning the services/agreements relating to the provision of accommodation, if a specific date or period of performance and other than for residential purposes is provided in the agreement. These services are an exception to the 'Distance Selling Act' and therefore do not qualify for a right of withdrawal ('reflection period') of 14 days.

### Article 4- Prices and rates

1. Prices are from-prices, including VAT but excluding additional costs and optional additional costs.
2. The additional costs consist of (policy) costs of insurance, local fees set by the government (the so-called park charges) and additional costs such as booking fees, cleaning fees, and costs of (bed) linen.
3. Optional additional costs include the cost of cancellation insurance and the costs of additional booking items.
4. The prices and rates applicable at any time, are exclusively listed on the DUTCHEN website.

### Article 5- Payment conditions

1. Payment of (at least) 50% of the total rent including additional costs as indicated on the invoice, must be paid by return after making the booking/reservation and in any case have been received by DUTCHEN within five days after the booking date. The remaining amount must be received by DUTCHEN no later than six weeks before the date of arrival.
2. For reservations made within 6 weeks of arrival, payment must be made immediately and all at once and be received by DUTCHEN, no later than 5 days after the reservation date.
3. The key of the vacation home will not be released until after DUTCHEN has 100% certainty about the receipt of full payment. To this end, DUTCHEN can ask the tenant to submit a proof of payment.
4. When paying by bank, the date of transfer to the bank account of DUTCHEN shall apply as date of payment. Dutchen has the right to demand, both before and after the conclusion of the lease, a security for payment, under suspension of the execution of the rental agreement until the security is provided; without prejudice to the right of DUTCHEN to performance, compensation and/or total or partial cancellation, without judicial intervention and without DUTCHEN being liable for any compensation.
5. In case of failure to compliance with the payment terms set out in this article, DUTCHEN reserves the right to cancel the reservation and to offer the home again for rent.

## Article 6- Anullment conditions

1. If tenant for any reason, proceeds to the cancellation of a concluded lease agreement and has not made use of the cancellation insurance, offered via DUTCHEN, he forfeits compensation (cancellation charges) for the benefit of the lessor.
2. The cancellation charges amount to:
  - a. For cancellation more than three months before the start of the stay, the cancellation costs are 25% of the agreed net rent plus the booking fee;
  - b. For cancellation within three to two months before the start of the stay, the cancellation charges amount to: 50% of the agreed net rent plus the booking fee;
  - c. For cancellation within two to one month(s) before the start of the stay, the cancellation charges amount to 60% of the agreed net rent plus the booking fee;
  - d. For cancellation within 4 to 2 weeks before the start of the stay, the cancellation charges amount to 90% of the agreed net rent plus the booking fee;
  - e. Cancellations within 2 weeks before the stay or in case of cancellation during the stay, the cancellation charges amount to 100% of the agreed net rent plus the booking fee.
3. The fee will be refunded proportionately, after deduction of the reservation fee and the fee for the cancellation insurance, if the house is booked by a third party, nominated by the tenant and with the written consent of DUTCHEN, and paid for the same period or part thereof .
4. If tenant, via DUTCHEN, has concluded a cancellation insurance and cancels for a reason covered by the insurance, the costs can potentially be recovered via the insurance. The terms of the cancellation insurance can be found at:  
<https://www.dutchen.com/customerservice/cancellation>

## Article 7- Dissolution

Lessor is entitled to regard the booking as canceled without the need for notice of default or judicial intervention being required if:

- a. at the start of the rental period the full rent is not paid in accordance with the commitments set out in Article 5;
- b. tenant has failed to fulfill any of the obligations set out in Article 9, 'Rights and Obligations of tenant'.

## Article 8- Rights and Obligations of lessor (DUTCHEN)

1. Lessor is only bound to the rental agreement upon receipt of the (down) payment.
2. Lessor is obliged to deliver the leased property to tenant at the agreed time, clean and in good condition.
3. Lessor may visit the rented property at any reasonable time.

## Article 9- Rights and Obligations of tenant

1. Tenant shall, unless otherwise provided in the reservation confirmation, upon arrival, pick up at the Owner or Manager, the keys of the vacation home, within the times as indicated at <https://www.dutchen.com/your-stay>. Upon arrival outside the mentioned time, no later than 16:00 on the day the rental period begins, tenant must inform lessor that he wishes to occupy the leased property at a later time.
2. Tenant shall, unless otherwise provided in the reservation confirmation, have vacated the vacation home no later than at the time indicated in the booking confirmation. DUTCHEN is never responsible for the consequences of a later departure than the specified time. On departure later than indicated in the reservation, Tenant must pay an additional rental amount per day.
3. Tenant shall behave as a good Tenant and use the vacation home in accordance with the - by DUTCHEN or the owner / manager provided - reasonable instructions and bylaws, both of which can be found in the information folder in the home.
4. Tenant must use linen on the beds and is not entitled to use the beds without sheets.
5. Tenant is not allowed to give the leased property in use to third parties, nor allow more persons to spend the night there than agreed when making the reservation, except with the written consent of the lessor.
6. Pets are allowed only if so agreed in the reservation. If this is not the case, the refusal of the pet, or re-routing to another vacation residence can be the result.
7. Tenant will use the rented exclusively as a holiday residence and explicitly may not exercise a profession or business therein.
8. It is not allowed to smoke in the dwellings. If this is detected, fees will be charged for extra cleaning (for instance steaming curtains).
9. It is forbidden to use other appliances for cooking or washing purposes in the property, than those arranged or placed by lessor.
10. Tenant is prohibited, by making music or noise, to cause nuisance to other residents of the park.
11. It is not allowed to stay with youth groups in the vacation homes. DUTCHEN reserves the right to refuse or remove youth groups in case of trouble.
12. Renting multiple objects by groups other than youth groups, is only possible if the reservation is as such, stating the nature or the composition of the group. There is also an extra deposit per house to be paid. Failure to notify, as such, may have the effect of termination of the lease. DUTCHEN reserves the right to refuse or remove groups in case of trouble.
13. Tenant agrees to park his vehicles at the designated places. Parking in gardens and on lawns is prohibited.
14. On departure, Tenant must leave the holiday home in decent condition that is: swept clean. The objects, present in the home, must always be put back in its original position (on arrival). Dishes should be washed and stored in the proper location, kitchen and refrigerator should be left clean and garbage must be placed in the appropriate container. The Owner / Manager is entitled to make a final check at the time of departure. The Owner / Manager will observe whether (several) things have not been put back into their original place or if the holiday home is not swept clean, or otherwise not in order, the Owner / Manager will be entitled to charge Tenant extra ( cleaning) costs.
15. Tenant agrees to pay the cleaning fee agreed in the reservation, without prejudice to

- leaving the object after the rental period, swept clean and in good order.
16. In case of violation of one or more of the obligations referred to in Article 9 paragraph 1 up to and including 15, DUTCHEN reserves the right to remove tenant.

#### Article 10- Damage

1. Tenant is liable for damages caused by him or his co-tenants to the vacation home or the objects, therein (such as upholstery and furniture, but not limited thereto). This also applies for the loss of any of these objects.
2. Any damage should be reported immediately by Tenant to the Manager.
3. Repair or replacement costs should be reimbursed by Lessee immediately to the Owner / Manager, upon first request.
4. If the holiday home is not left swept clean or if damages have occurred, for example to the inventory, part or the total deposit, as referred to in Article 11, can be withheld.
5. Tenant shall be deemed to have accepted the rented property with the inventory contained therein, in accordance with the inventory present in the rented property, with no damage, unless he has lodged a complaint at lessor within two hours after occupying the rented property. Provided that the tenant is not liable for the occurrence of the damage, lessor will endeavor, as far as reasonably may be required of her, to repair the damage within 2 working days from the time the report was made. Tenant is not entitled to discount, settlement of rent, or compensation otherwise.
6. Should any damage be ascertained afterwards by lessor, for which Tenant has not complained, then the damage will be considered to have been caused by Tenant during his tenancy.

#### Article 11- Deposit

1. Upon arrival at the reception/ property manager, the Tenant will pay a security deposit or issue a written authorization for the collection of a deposit. The amount of the deposit depends on the holiday park where the Tenant is staying.
2. Damage to the holiday home, the park or its inventory that is inflicted during the rental period, extra cleaning costs due to not leaving the rented property tidy and any costs to be paid locally can be deducted from the deposit. The remainder of the deposit will be refunded to the Tenant.
3. Should the damage or the costs incurred exceed the amount of the deposit, then Lessor will claim from Tenant the remainder of the damage by sending an invoice.

#### Article 12- Other provisions

1. Lessor is not liable for theft or damage to properties of tenant.
2. Lessor is not liable for inconvenience caused by third parties.
3. In case the object booked by tenant unfortunately is not available, lessor is obliged to make available to Lessee equivalent alternative accommodation. All this at the discretion of Lessor. In this case, Tenant has no right to compensation or discount.

#### Article 13- Product description

DUTCHEN is responsible for the accuracy of the description of the vacation home. The

description and impressions of the vacation home and the surrounding area, which include facilities, equipment, facilities and recreation opportunities, can - by their nature or due to interim changes or seasonal influences or otherwise - be slightly different from the description on the DUTCHEN website. Hereto, no rights can be derived by Tenant. Tenant has no right to compensation or discount.

#### Article 14- Complaints

The notification of a complaint can be made by phone during office hours on telephone number DUTCHEN (+31 (0)23 7410061).

If a complaint, after consultation with the Owner / Manager and DUTCHEN, cannot be solved locally to tenant's satisfaction, the Tenant must send the complaint in writing, within 30 days of departure from the venue, to DUTCHEN to [info@dutchen.nl](mailto:info@dutchen.nl).

#### Article 15- Privacy

DUTCHEN will always treat all personal information, provided or become known to her, in accordance with the Data Protection Act. DUTCHEN will report a thereto eligible processing of personal data with the Dutch Data Protection Authority.