



TERMS AND CONDITIONS

Article 1. Application

These General Conditions apply to all offers, reservations and agreements relating to all accommodations and other facilities which are let by De Flevohoeve.

In these General Conditions, the term "renter" means: the person who makes an agreement with De Flevohoeve regarding the rent/use of accommodation. The term "user" means: the renter and the persons specified by the renter who will make use of the accommodation and/or camping place and/or other facilities rented by the renter

These General Conditions apply regardless of your (prior) reference to any own conditions or to other general conditions. De Flevohoeve all general conditions to which you refer or which you use.

Agreements which deviate from these General Conditions are only valid if they are agreed in writing

Article 2. Reservations

De Flevohoeve will only deal with reservations made by persons 18 years or older. Reservation made by persons younger than 18 are not valid.

De Flevohoeve reserves the right at all times - without stating reasons - to refuse to handle a reservation.

If De Flevohoeve does handle your reservation, De Flevohoeve will send you a written confirmation, which will also be the invoice, within 14 days after the reservation is made. You must check the invoice for accuracy immediately after you have received it. De Flevohoeve must immediately be informed of any inaccuracies.

If you do not have a written confirmation/invoice within 14 days after the reservation is made, you must immediately contact your reservation office; if you fail to do so, you cannot make any claims on the basis of the reservation.

An agreement will be made between you and De Flevohoeve when De Flevohoeve has sent you the written confirmation/invoice of your reservation.

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

Article 3. Changes in the agreement

If, after the agreement is made, you wish to make changes to the agreement, De Flevohoeve is not obliged to accept such. It is at De Flevohoeve election to determine whether and to what extent it accepts such changes. In the event De Flevohoeve does accept your changes, De Flevohoeve can charge you alteration costs.



Article 4. Substitution

The company, the renter and other users are not permitted to allow persons other than those mentioned in the agreement to use the accommodation, howsoever called and under any heading whatsoever, unless otherwise agreed in writing with De Flevohoeve.

If you and De Flevohoeve have agreed that you and/or one or more users are to be replaced, you shall remain severally liable, in addition to the renter and/or users who replace you and/or other users, vis-à-vis De Flevohoeve for the payment of the part of the rent still due, alteration costs (see Clause 3.1) and any extra costs resulting from the replacement and any cancellation costs.

Article 5. Prices

You owe De Flevohoeve the agreed rent, as set out in the written reservation confirmation / invoice. If the costs of De Flevohoeve (personnel, electricity, taxes and the like) have demonstrably and unexpectedly increased after the agreement was made, De Flevohoeve has the right to increase its prices and to charge you the increased price. If this price increase is implemented within 3 months after the agreement has been made, this price adjustment will be a maximum of 5% of the previously agreed price and you will have the right to dissolve (cancel) the agreement on that ground.

Price discounts and/or special offers can no longer be used if De Flevohoeve has sent the reservation confirmation/invoice.

Insofar as applicable, all prices are inclusive of VAT, unless otherwise stated.

Article 6. Extra costs

In addition to the rent, you/the renter also owe the administration costs which include reservation and handling costs, bed linen, including a contribution to other levies.

Article 7. Payments

You must pay rent prices, increased by any costs, up to 40% immediately upon reservation. Payment of the aforementioned amount must be made within 14 days after the date of the reservation confirmation/invoice of De Flevohoeve to Rabobank account 109045203 (SWIFT en IBAN code XXXXXXXXXXXXxxx). The other 60% you pay at arrival. Additional costs can be paid at leave. Full payment in advance by bank is also possible. Payment must then be visual at the bank account by leave of the renter after his stay.

If you make reservations by telephone, you pay within 14 days after the invoice date. When the amount is not visual at the bank account when you arrive, then you can pay cash for the whole reservation at arrival. If you do not pay the full amount, De Flevohoeve can withdraw the reservation immediately. If it occurs later, that the payment actually was made, De Flevohoeve will pay back the amount paid too much.

If invoiced payment is not made in time, you are in neglect for payment the same day. In that case De Flevohoeve will offer you on written paper or by email the possibility of paying the full amount within 7 days. If you have not made payment after those 7 days De Flevohoeve has the right to cancel the agreement for rent of the accommodation immediately after the period of 7 days has passed. You will then also be responsible for any disadvantage De Flevohoeve will face in relation to this cancellation and the costs related being made. Also De Flevohoeve has the right to charge you for a cancellation fee of € 25,- per accommodation. In that case the conditions about cancellation are valid.



Article 8. Arrival and departure

The rented accommodation can be taken into use on the agreed day of arrival as set out in the reservation confirmation as of 15.00 hours. On the agreed day of departure as set out in the reservation confirmation, the accommodation must be vacated before 10.30 hours.

If you wish to continue the agreement with De Flevohoeve for longer than the agreed term and De Flevohoeve agrees to such, De Flevohoeve is at all times entitled to designate another accommodation.

If the use of the accommodation and/or other facility is terminated earlier than the agreed date, as set out on the reservation confirmation, the renter does not have any right to repayment of (a part of) the rent and/or costs.

Article 9. Regulations

All guests must comply with the rules established by De Flevohoeve for the property as laid down in the quality handbook.

In conformity with local by-laws, if so requested, ID must be produced when checking in. If the guests cannot show any ID, De Flevohoeve may not and cannot accommodate the guests.

Every accommodation may only be inhabited by the number of persons stipulated in the reservation for the relevant accommodation.

The renter must leave the accommodation swept clean (i.e.: no dirty dishes, in case of stay longer than 4 nights bed clothes removed and folded, kitchen and refrigerator clean, garbage bag in the container).

The renter and users are obliged to rent bed linen from De Flevohoeve.

In the event of breach of the rules, non-compliance with instructions of the personnel, De Flevohoeve has the right to immediately remove you, the renter and every other user from the property, without repayment of the rent or any part thereof.

Article 10. Pets

De Flevohoeve offers animal free accommodations to the guests. Therefore it is preferably not allowed to take pets with you into our accommodations.

Article 11. Breakage, loss

The renter, as set out on the reservation confirmation, is responsible, without prejudice to the responsibility or liability of the other users/guests, for an orderly conduct in and around the rented accommodation and/or facilities, insofar as such is influenced by the renter or his party/the other user.

In addition the renter is always liable, without prejudice to the liability of other users, for damage caused by breakage and/or loss and/or damage of inventory and/or accommodation. The renter must immediately report any damage to De Flevohoeve and must immediately compensate such on site, unless the renter can demonstrate that the arising of the damage is not attributable to the renter, other users or one of the members of his party.



Article 12. Cancellation costs

If a reservation is cancelled, cancellation costs are owed. The cancellation costs are: cancellation up to 28 days before the day of arrival, 30% of the total costs and in the event of cancellation as of the 28th day before arrival or later, the total costs/agreed rent.

If you have not arrived within 24 hours after the agreed date without notice, this shall be deemed to be a cancellation.

Article 13. Advance reservation

There is the option of making a preliminary reservation for the next year. The renter must make a deposit of € 30,-, which deposit can be set off against the final amount. If the preliminary reservation is not converted into the final reservation, the deposit shall be repaid.

Article 14. Force majeure and changes

In the event De Flevohoeve is not able to perform the agreement, in whole or in part, temporarily or otherwise, due to force majeure, it shall present you with a change proposal (for other accommodation/another time, etc.) within 14 days after it has become aware of the impossibility of performing the agreement.

There shall be force majeure on the part of De Flevohoeve if the performance of the agreement is hindered, in whole or in part, temporarily or otherwise, by circumstances beyond the control of De Flevohoeve, including war risk, personnel strikes, blockades, fire, floods and other disruptions or events.

You are entitled to reject the change proposal. If you reject the change proposal, you must give notice of such within 14 days after receipt of the change proposal. In such case De Flevohoeve has the right to dissolve the agreement with immediate effect. You are then entitled to waiver and/or return of (the part of) the rent already paid. In such case De Flevohoeve shall not be bound to pay compensation for any damage.

Article 15. Termination

De Flevohoeve is at all times entitled to terminate the agreement with immediate effect, if when making the reservation your personal details and/or the personal details of other users are incomplete and/or inaccurate. In such case there will be no repayment of the rent or a part thereof.

Article 16. Liability

De Flevohoeve does not accept any liability for theft (including theft from bungalow safes and swimming pool lockers), loss of or damage to goods or persons, of any nature whatsoever, during or as a result of a stay on our property and/or the rent/the use of accommodation and/or other facilities of De Flevohoeve, unless there is intent or gross negligence on the part of De Flevohoeve or (one of) its employees.

Liability for damage consisting of loss of travel enjoyment or trading loss and other consequential damage, is excluded under all circumstances. De Flevohoeve is furthermore in no event liable for damage for which there is a claim to compensation under the heading of travel and/or cancellation insurance or any other insurance.



De Flevohoeve is not liable for disruptions in the service or defects in services provided by third parties.

You are severally liable together with the user for all loss and/or damage to the rented accommodation and/or other property of De Flevohoeve, arising during the use thereof by your and/or other users, regardless of whether this is the result of actions or omissions of yourself and/or of third parties who are in the park with your permission.

You indemnify De Flevohoeve against all claims relating to damage of third parties which are (partly) the result of any action or omission of yourself, other users, your travel companions or third parties who are on our property and in our accommodation(s) with your permission.

In the event of incorrect use or failure to leave the accommodation in good condition, including but not limited to excessive untidiness, extra costs will be charged, which you will then be obliged to pay immediately.

Article 17. Internet

This website and our brochures have been made with the greatest attention and care for the accuracy of the information contained herein. However, De Flevohoeve cannot be held responsible for any inaccuracies and/or changes made at a later time. Apparent typing errors do not bind us. Price changes are reserved.

Our website can contain links to other websites. De Flevohoeve cannot be held responsible for the contact or use of these sites, or for the possible consequences of visiting such a site.

You may link your site to our site at any time. That is what internet is all about. However we do appreciate you informing us about this.

Article 18. Complaints

Despite the care and the efforts of De Flevohoeve you might be of the opinion that you have a justified complaint with regard to your accommodation. In the first instance, you must lodge this complaint directly and on site to the management. Should the complaint not be dealt with to your satisfaction, then up to a maximum of 1 month after departure, you can lodge your complaint in writing with: De Flevohoeve, Guest Services department, Boermansweg 5, NL-1761 LK Anna Paulowna. The complaint shall then be handled with due care.

Article 19. Applicable law

The agreement between yourself and De Flevohoeve is exclusively governed by Dutch law.

Article 20. Travel documents

You are personally responsible for being in possession of the valid travel documents required for your destination. De Flevohoeve accepts no liability for any consequences ensuing from your not being in possession of the correct travel documents.



Article 21. General

Apparent printing and typing mistakes do not bind De Flevohoeve. All previous publications are cancelled by these General Conditions.

Article 22. Privacy

All data which you provide us in order to make you an offer and agree on reservations will be recorded in an address and financial database. The database will be used for our guest administration, finances, tax obligations and other service needed handling.

These data can also be used to provide specific information and offers on our products and services. In order to align this information and these offers to your interest as much as possible, we can combine your data with data held by other companies. Though we do not provide your data to third parties without your permission.

If you do not want any information or offers to be sent to you either you want us to delete your data from our database or anonymize your personal data, please let us know by sending a card to: De Flevohoeve, Boermansweg 5, 1761 LK Anna Paulowna or by email service@flevohoeve.nl

We provide your personal information needed for reservation and agreement purposes to our administration, local government and personal assistant. Where possible we have agreements with these parties in which we protect the way your data will be used. The use is only permitted in order to underline our mutual agreements with you as our customer or business partner.

Your data will be saved as long as necessary.

De Flevohoeve has a separate privacy disclaimer which contains this privacy statement.

Anna Paulowna, 2018