

# **TERMS AND CONDITIONS**

# **Najade Resort Loosdrecht**

# 1. Bookings

Najade Resort only accepts bookings from persons aged 18 and over. The tenant must be 18 years or older and must be present at the accommodation. Upon arrival, the tenant must identify himself. Najade Resort reserves the right to refuse a booking from a person younger than 18 years old, regardless of the right to compensation due to incorrect information from the tenant about his age. Najade Resort also reserves the right to refuse a booking at any time - without giving reasons. Najade Resort will digitally confirm and invoice the booking within 24 hours of receipt. You must check the confirmation/invoice for correctness immediately upon receipt.

# 2. Group bookings

Special conditions can be set for, among other things, the supervision and the location of the hotel apartments in relation to each other, while purpose and size can lead to a group not being accepted.

#### 3. Price

The prices in the Najade Resort brochure and on <a href="www.najaderesort.nl">www.najaderesort.nl</a> are not binding. Najade Resort reserves the right to change the prices and/or to charge a surcharge, for example as a result of (but not limited to) a change in energy prices. During the term of the Najade Resort brochure, which term is stated in the brochure, Najade Resort reserves the right to change the discount schemes. When booking you will be informed of the current price. The price stated on the confirmation/invoice is binding. Price discounts and/or special offers can no longer be used if the confirmation/invoice has been sent by Najade Resort.

## 4. Hotel Apartment Information

The rental price of each hotel apartment includes:

- Water consumption
- Gas and electricity
- VAT according to the guidelines of the VAT administration of the country of destination.

Najade Resort reserves the right to exclude (certain) additional components in the event of special promotions. The accommodations may differ in terms of furnishings and layout.

#### 5. Mandatory additional costs

Apart from the agreed rental price and any additional costs at the request of the tenant, the following costs will be charged:

- Final cleaning of € 125.00
- Intermediate cleaning for stays longer than 7 days on half of the stay € 75.00 and so on. These additional cleaning costs are not charged for hotelrooms
- Tourist tax or other taxes

# 6. Tourist tax and charges

The rental prices of the hotel apartments and hotel rooms are exclusive of tourist tax and other government levies. The amount depends on the municipality in which the Najade Resort is located. To determine the number of people per booking period, the maximum number of people staying at least one night in the hotel apartments applies. Earlier departure does not lead to a refund of tourist tax and charges.

#### 7. Pets

Pets are not allowed in Najade Resort! If permission is given to bring one or more pets, this will entail additional cleaning costs. We charge per pet  $\in$  16.50 per weekend/midweek and  $\in$  24.50 per week (only for holiday homes - not allowed in hotel rooms!) When booking and upon arrival at the resort, the pets must be registered. Pets are not allowed in the central areas and facilities. Your pet must be free of vermin. Outside your hotel apartment it is mandatory to keep your dog on a leash.

# 8. Payments

Within 2 weeks after confirmation of the booking, 50% of the booking amount must be paid. If credit card details have been provided and payment has not been made within two weeks after booking, Najade Resort is forced to charge the credit card. In case of credit card payments, Najade Resort is at all times entitled to inspect the original credit card and the corresponding proof of identity.

The remaining 50% must be paid two weeks before the arrival date. If a booking is made within a period of 2 weeks, 100% of the booking amount must be paid immediately.

Booking amounts up to € 150.00 must be paid immediately in full.

In the event of late or incomplete payment of the invoiced amounts, there is immediate default and Najade Resort is entitled to terminate the agreement. You are liable for all damage, including (extra) judicial costs due to the shortcoming in the fulfillment of the agreement, that Najade Resort suffers or will suffer as a result, including all costs that Najade Resort has in connection with your booking and the dissolution have to make. In any case, you owe a termination fee of 50% of the rent in the event of termination more than 4 weeks before the planned commencement date of the stay and equal to the total rent in the event of termination within 4 weeks before the start of the stay. Amounts already paid will be set off against the dissolution compensation to be paid and any compensation owed for other damage. If nothing has been paid yet or an amount remains despite payment, the above amounts will be charged.

# 9. Change fees

If, after the conclusion or confirmation of the booking, you wish to make changes to the booking, Najade Resort is not obliged to comply. It is at the discretion of Najade Resort whether, and to what extent, those changes are accepted. For every change up to a maximum of 4 weeks before arrival in connection with a booking that has already been made, Najade Resort charges € 49.50 for change costs. These costs are not charged if you make an additional booking or pass on a change that relates to a period in which the travel sum is higher as a result of the period of stay or if you change from a hotel room to a hotel apartment that has a higher rental price. In principle, changes within 4 weeks before arrival cannot be allowed. In case of a change to a cheaper period or hotel apartment/hotel room or (partial) cancellation within a period of 4 weeks before the start of the stay, you owe the full original rent. If you wish to reduce the number of booked hotel apartments or hotel rooms after the conclusion or confirmation of the booking of more than one hotel apartment or hotel room, the cancellation provisions as stated in Article 12 of these conditions apply.

#### 10. Cancellations

It is advisable to take out cancellation insurance when booking. In certain cases, this insurance offers coverage in the event of cancellation that cannot be attributed to Najade Resort. It is the tenant's responsibility to arrange for insurance. Failure to take out insurance is at the expense and risk of the tenant. With regard to cancellation, the following cancellation costs will be charged:

- A. In case of cancellation more than 4 weeks before the start, no costs will be charged.
- B. In case of cancellation between 4 to 2 weeks before the start of the stay, 25% of the full rent is due.
- C. If canceled 2 to 0 weeks of the stay, the total amount of the booking is due.

The payment of the provisions under A, B and C must be in the possession of Najade Resort within 14 days after the invoice date, whereby Najade Resort reserves the right to settle any amounts already paid with the cancellation costs as described under a. b and c.

# 11. Deposit

At check-in a deposit of  $\leqslant$  300.00 is charged for the apartments. There is no deposit for hotel rooms. When the hotel apartment/hotel room has been approved, the guest accepts it in the condition upon check-in or arrival, unless a defect has been reported within 24 hours after check-in.

## 12. Arrival and Departure

Pre-arrival procedure: You must communicate your arrival time at least one day before arrival via <a href="mailto:info@najaderesort.nl">info@najaderesort.nl</a>. On the day of arrival, please call 0031 35 6929 001 one hour before arrival. Only then can we quarantee that we will be there on time to check you in.

Arrival procedure: Upon arrival at the resort, you hand over your booking documents, including the documentation as referred to in Article 1, and after checking payment and deposit you will receive the key to the hotel apartment or hotel room. You can use the hotel apartments or the hotel room from 3 p.m. All facilities in the resort can be used from 3 p.m., unless there is a temporary resort closure prior to your stay. On the day of departure, you must leave the hotel apartment before 11:00 am, in connection with the cleaning of the hotel apartment/hotel room. You can still use all facilities in the resort for the entire day of departure, or at least the facilities that can be used during your stay at no extra cost, unless a temporary resort closure takes place immediately following your stay.

#### 13. House Rules

In order to make the stay at the resort as pleasant as possible for all guests, all guests must adhere to the rules of conduct and behavior set for the resort, as laid down in the House Rules. The House Rules can be requested upon arrival at the Reception and are <a href="here">here</a> added.

Management reserves the right to enter a room for reasonable purposes, such as an emergency, housekeeping, maintenance and verify that the room, its furnishings, and mechanical equipment are intact, or to address or prevent a violation of our Hotel Policies / House Rules. In the event of suspected illegal activity, management reserves the right to summon law enforcement to aid in eviction. The right to privacy ends when a Hotel Policy / House Rule are broken. Violation of the House Rules results in a shortcoming in the fulfillment of the agreement concluded between the parties and can result in removal from the resort, without refund of the rent or part thereof.

Najade Resort reserves the right to make changes to the layout and opening hours of the (central) facilities at the resort. Under special circumstances, we reserve the right to temporarily close a resort or to rent it out completely to one party. In that case we will give you the opportunity to make a rebooking to another resort or to cancel it free of charge if your booking cannot take place due to a resort closure or the rental. For the rest there is no right to any compensation. We also draw your attention to the fact that it is possible that maintenance work will be carried out in the resort during your stay without you being entitled to any compensation.

# 14. Water safety

Children under the age of 12 are not allowed at the jetty without being accompanied by an adult. Parents and/or supervisors must ensure that children who cannot swim wear armbands and/or a life jacket at the water's edge. An adult should always be in the immediate vicinity. Swimming in the lakes is not allowed.

## 15. Force majeure

Force majeure on the part of Najade Resort exists if the implementation of the agreement is prevented in whole or in part, whether temporarily or not, by circumstances beyond the control of Najade Resort, including danger of war, strikes, blockades, fire, floods and other disturbances or events.

## 16. Liability

- A. Najade Resort accepts no liability for:
  - o theft, loss or damage of any kind during or as a result of a stay at one of our resorts;
  - becoming inoperative or out of order and the failure or closure of facilities in the resort.
- B. The tenant and those accompanying him or her are jointly and severally liable for all loss and/or damage incurred by Najade Resort and/or any third party as a direct or indirect result of their stay, regardless of whether this was caused by acts or omissions on their part. or of third parties who are in the resort through their actions, as well as for all damage caused by an animal and/or property that they have or bring with them.
- C. Additional (cleaning) costs may be charged in the event of incorrect use or incorrect abandonment of the hotel apartment or hotel room. These costs are calculated in addition to the costs as described in Article 6 of these terms and conditions
- D. If it has been agreed that the guest checks out himself and afterwards there appears to be damage, Najade will report this within 2 days and Najade will settle this with the deposit. If there is no attributable damage, the guest will receive the deposit immediately after check-out or, if the guest checks out himself, within two weeks after departure, to an account number provided by him, or the deposit will be refunded to the credit card.

# 17. Complaints

If you have any complaints about the services of Najade Resort, this complaint must be reported during your stay. If the complaint is then not resolved to your satisfaction, you have the opportunity to submit the complaint to <a href="mailto:info@najaderesort.nl">info@najaderesort.nl</a>

#### 18. Photos and Videos

If either a guest or the person who accompanies him or her or is at the resort through his or her actions, or a day visitor, happens to be on a photo and/or a video that was (recorded) for images intended for a Najade Resort publication and/or for display on an internet site of Najade Resort, his/her consent to the use of the photo and/or video in the publication and/or the internet site is presumed, even if he/she is recognizable on the photo and/or video is. No rights can be derived from the images.

## 19. Maintenance

If there are goods/items in the rented property that, in the opinion of Najade Resort, must be maintained/repaired/replaced, the Najade Resort staff or companies engaged by Najade Resort can enter the rented property at any time to carry out this.

#### 20. Other Activities

When other services are purchased at the request of the guest, regardless of whether there is a reservation before or after the booking confirmation, the guest expressly agrees that Najade Resort will provide these services by virtue of a mandate within the meaning of Article 7:414 et seq. of the Dutch Civil Code. will organize/realise. Najade Resort will organize/realize the extra service/activity desired by the guest in the name of the guest. Najade Resort charges the costs for this service/activity to the guest. The prices for these services and the wages for the mandate are known to the guest in this context at the time that the extra service/activity will be organized/realized by Najade Resort under the mandate.

# 21. Distance buying

In the event of a sale or distance as referred to in Article 6:230m et seq. of the Dutch Civil Code, it expressly applies that all services of Najade Resort relate to the provision of accommodation and other leisure activities as referred to in Article 6:230p sub e of the Dutch Civil Code, so that the guest does not have the right to dissolve the agreement without stating reasons as referred to in Article 6:230m paragraph 1 under k of the Dutch Civil Code. All this unless otherwise described in these terms and conditions.

#### 22. General

These General Terms and Conditions apply to all bookings, made directly or indirectly at Najade Resort. Changes are reserved to the content of the (digital) publications of Najade Resort. The digital version of the General Terms and Conditions of Najade Resort (available at www.najaderesort.nl) is leading. If the digital version of the General Terms and Conditions therefore differs from the printed version, the digital version will take precedence. Obvious (digital) printing errors do not bind Najade Resort. This supersedes the previous (digital) publications.

## 23. Right

Dutch law applies to all our bookings and the Dutch court has jurisdiction.