

# OESTERDAM

## Oyster Dam

### General terms and conditions Oester dam

#### EXCLUSION OF RIGHT OF WITHDRAWAL

Oesterdam reminds you that reservations you make are legally final. A right of withdrawal (the so-called reflection period) of 14 days, does not apply to the contracts you conclude with Oesterdam.

#### 1. APPLICATION

1.1 These General Conditions apply to all offers, reservations and agreements regarding all accommodations and other facilities, which are rented by Oesterdam.

1.2 In these General Conditions the terms 'tenant' and 'you' mean: the person entering into an agreement with Oesterdam with regard to rental/use of accommodation and/or other facilities. The term 'user' (also called guest) : the tenant and the persons specified by the tenant who (will) use the accommodation and/or other facilities rented by the tenant.

1.3 These General Terms and Conditions apply regardless of your (prior) reference to any of your own terms and conditions or to other general terms and conditions. Oesterdam all General Terms and Conditions to which you refer or which are used by you.

1.4 Agreements differing from these General Terms and Conditions are valid only if agreed in writing.

#### 2. RESERVATIONS

2.1 Oesterdam only accepts reservations from persons 21 years of or older. Reservations by persons under that age are therefore not valid.

2.2 Oesterdam Resort's group villas are intended to accommodate family groups only. Non-family groups are not allowed due to the maintenance of peace and quiet at the .

Organizing club outings, student parties, bachelor parties and other group formation of a festive nature will not be allowed.

2.3 Oesterdam reserves the right to refuse or impose special conditions on non-standard reservations, especially groups, without giving reasons.

2.4 Reservations with business purposes can only be made through Oesterdam's business line and special conditions apply. Oesterdam reserves the right to refuse business guests if this is not according to the correct booking procedure.

2.5 If Oesterdam accepts your reservation, Oesterdam will send you a confirmation as well as an invoice within 14 days after the is made. This confirmation must be sent directly to accuracy. Any inaccuracies must be immediately communicated to Oesterdam.

2.6 If, within 14 days of the transaction of the reservation, you are not in possession of a confirmation/invoice, then you must contact the reservation department without delay, failing which the reservation cannot be .

2.7 A contract is established between you and Oesterdam when Oesterdam has confirmed the reservation to you.

2.8 The agreement concerns rental of accommodations and/or other facilities for recreational use, which by its nature of short duration.

#### 3. AMENDMENTS TO THE AGREEMENT

3.1 If, after the conclusion of the contract, you wish to make changes the contract, Oesterdam shall not be obliged to them. It is at the discretion of Oesterdam to determine whether and to what extent such changes are by it. In the event Oesterdam accepts your amendments, Oesterdam will you amendment costs.

3.2 Changes of arrival date and/or location from 28 days before arrival are not allowed. In these cases, the cancellation fees as described in Article 14. of these General Conditions will apply.

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3.3 If after the conclusion a contract of more one accommodation you wish to reduce the number of accommodations, the cancellation conditions, as described in Article 14 of our Terms and Conditions, apply.

3.4 Changes will be € 30.

3.5 If due to circumstances Oesterdam has to make a change in a reservation booked by you regarding location or the type and/or location of the accommodation, Oesterdam can you a suitable alternative.

## 4. IN-PLACE

4.1 The renter and other users are not allowed to assign the accommodation under any name and for any reason to any person other than the persons named in the agreement, unless otherwise agreed upon with Oesterdam.

4.2 If you and Oesterdam have agreed that you and/or one or more users will be replaced, you will remain jointly and severally liable to Oesterdam, in addition to the tenant and/or users who replace you and/or other users, for the payment of the part of the rent still due, the modification costs (see Art. 3.1) and any additional costs resulting from the replacement and any cancellation costs.

## 5. PRICES

5.1 You owe Oesterdam the agreed rent, as stated in the confirmation also invoice of the reservation.

5.2 Price discounts and/or special offers can no longer be used once confirmation of the reservation/invoice has been sent by Oesterdam

5.3 All prices are inclusive of VAT, where applicable, unless otherwise stated.

5.4 Oesterdam has the right to implement and deduct price increases as a result of interim adjustments of statutory regulations or provisions (including but not limited to VAT, tourist tax, insurance tax) beyond Oesterdam's control.

## 6. ADDITIONAL COSTS

6.1 You/the tenant will owe reservation and handling fees, service package including final cleaning and tourist tax in addition to the rent.

6.2 The tourist tax contribution is set by the relevant municipality of the resort's location. You/the tenant shall at all times owe Oesterdam the applicable tourist tax rate set by the relevant municipality.

## 7. PAYMENTS

7.1 When booking, a deposit of 25% of the total to be paid is required.

7.2 The balance of the rental price must be received by Oesterdam no later than 2 weeks before the day of commencement of the stay at Oesterdam as mentioned in the confirmation of the .

7.3 When making a reservation within 2 weeks before your stay, the total amount due must be paid immediately. If upon arrival at the resort it appears that the amount has not yet been credited (in full) to the bank account of Oesterdam, you must still pay the (remainder of the) amount on the spot. Failure to pay in accordance with the above may result in Oesterdam denying you the use of the accommodation and/or other facilities. If it later transpires that a payment order was given by you, but the amount was not yet credited Oesterdam's bank account upon arrival, the excess payment will be refunded afterwards.

7.4 If the amounts invoiced to you are not paid on time, you will be in default immediately after the expiration of the term for payment. If (timely) payment is not made, Oesterdam will be entitled to dissolve (cancel) the contract. You will be liable for all damages suffered or to be suffered by Oesterdam as a result, including all costs incurred by Oesterdam connection with your reservation and the cancellation. Oesterdam shall in any case be entitled to cancellation costs per accommodation. In that case the provisions of Article 14 shall apply

7.5 Oesterdam shall always have the right to set off claims against you on any account against any amounts paid by you on any account.

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## 8. ARRIVAL AND DEPARTURE

8.1 The rented accommodation can be from 3 p.m. on the agreed day of arrival as stated on the booking confirmation. On the agreed departure day as stated on the booking confirmation, the accommodation must be vacated before 10:00 am.

8.2 If you wish to continue the contract with Oesterdam for longer than the agreed duration and Oesterdam agrees, Oesterdam shall always be entitled to assign another accommodation.

8.3 If the use of the accommodation is terminated earlier than the agreed date as stated on the reservation confirmation, the tenant is not entitled to a refund of (part ) the rental price and/or costs by Oesterdam. If you have a travel insurance and you meet the conditions set by the insurance company, you can submit a claim for damages on account of earlier termination of your stay directly to the insurance company.

## 9. REGULATIONS

9.1 All guests must adhere to the rules set by Oesterdam for the resort, laid down in, among other things, the Resort Regulations which are at the reception desk.

9.2 In accordance with local ordinances, guests are required, if requested, to identify themselves at the "check-in". If guests cannot show proof of identity, Oesterdam may decide not to accommodate the guests.

9.3 Each accommodation may only be inhabited by the maximum number of persons on the Oesterdam website for the relevant accommodation.

9.4 If the restaurant, café and room rental companies present at the resort provide you with catering services or enter into catering agreements with you, these services and agreements are to the Uniform Catering Conditions. A copy of these terms and conditions is available on request from the resort reception.

9.5 Oesterdam reserves the right to make changes in the design and opening hours of the resort's facilities. To carry out necessary maintenance, you will allow work to be on the accommodation or other facilities during your stay without entitlement to compensation.

9.6 For safety reasons, it is not allowed to place tents near the accommodation

9.7 The renter must leave the accommodation broom clean (i.e.: no dirty dishes , garbage in the underground container).

9.8 The tenant and users are obliged purchase the service package from Oesterdam at the accommodation.

9.9 In case of violation of the rules contained in these General Conditions, Resort Regulations, failure to follow instructions of the staff, Oesterdam has the right to immediately remove you, the renter and any other user from the resort without refund of the rent or any part thereof.

9.10 If the resort management has serious suspicions that the tenant of an accommodation is acting in violation of the law and/or public order and/or morality, the resort management is authorized to gain access to the accommodation.

## 10. DOGS

10.1 Pets are allowed only in the designated villas. This must be indicated in advance when booking. Needs must be cleaned up neatly. Pets are allowed on the resort only on a leash. *See pet regulations*

## 11. USE OF ACCOMMODATION; INVENTORY

11.1 The renter/user and those accompanying the renter are jointly and severally liable for the orderly conduct of business in and around the rented accommodation or elsewhere on the , use of the accommodation and equipment therein

11.2 In addition, the tenant/user and those accompanying the tenant are always jointly and severally liable for damage due to breakage and/or loss and/or damage to inventory and/or

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accommodation. Any damage must be immediately reported by the renter to Oesterdam and immediately compensated on the spot, unless the renter can prove that the occurrence of the damage is not due to fault of himself, other users or any of the members of his company.

## 12. INTERNET USAGE

12.1 Depending on the accommodation, Oesterdam offers the tenant/user and those accompanying the tenant access to the Internet via a WiFi network.

12.2 The renter is responsible for the correct use of the Internet as well as the necessary hardware and software, configuration, peripherals and connections to support it and measures to secure computer or operating system.

12.3 Oesterdam is not liable for any damages resulting from the use of the Internet or from network failures.

12.4 The renter/user and the person accompanying the renter must behave in the manner expected from a responsible and careful Internet user and respect the legal rules. He will refrain from behavior whereby other internet users are hindered or whereby damage is caused to Oesterdam in the broadest sense of the word. The tenant/user and those accompanying the tenant will refrain from visiting internet websites that have an illegal character or are not in line with Oesterdam's reputation as provider.

12.5 Upon detection or suspicion of nuisance from third parties and/or (other) internet misuse by the tenant/user and those the tenant, Oesterdam has the right to block the access to the internet or not entirely without further notice.

12.6 The renter indemnifies Oesterdam against claims by third parties for compensation for damage that these third parties could (try to) recover from Oesterdam in any way, insofar as this liability is based on the use made of the internet by the renter/user and those accompanying the renter.

## 13. BORGSOM

13.1 Oesterdam may require a deposit from you at the beginning of your stay. The deposit depends on the size of the accommodation and amounts minimum € 350,- per accommodation. If circumstances warrant, the required deposit may be increased by Oesterdam.

13.2 The deposit serves to guarantee damage and/or costs -in the broadest sense of the word- that Oesterdam may suffer in case of non-compliance with the obligations of the tenant/user and those the tenant.

13.3 In case the deposit is not immediately paid, Oesterdam is entitled to deny the tenant and/or other users access to and use of the accommodation.

13.4 If you fail to pay the deposit, Oesterdam is also entitled to dissolve (cancel) the contract with immediate effect.

13.5 The deposit or any balance thereof will be refunded to the tenant and/or users after settlement of claims (damage to inventory/accommodation and/or other costs) by Oesterdam. Any (further) claims for damages will not be cancelled by this refund.

## 14. CANCELLATION FEE

14.1 If a reservation is cancelled, cancellation fees are due. The amounts depend on the date of cancellation relative to the date of arrival and can be requested at the reception desk.

0	Days for arrival	100 percent fro th rental price m e
31	Days for arrival	90 percent fro th rental price m e
62	Days for arrival	75 percent fro th rental price m e
93	Days for arrival	50 percent fro th rental price m e

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1000 Days before arrival	15 percent of the rent
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14.2 You can insure against cancellation risks by cancellation insurance.

14.3 If you have not arrived within 24 hours of the agreed date without further notice, this will be a cancellation. In that case, you will owe the full total amount.

## 15. FORCE MAJEURE AND MODIFICATION

15.1 In the event that Oesterdam is unable, temporarily or otherwise, to perform the contract in whole or in part due to force majeure, Oesterdam may, within 14 days of becoming aware of the impossibility of fulfilling the contract, submit a change proposal (for other accommodation/different period etc.).

15.2 Force majeure on the part of Oesterdam will exist if the performance of the contract is prevented in whole or in part, temporarily or otherwise, by circumstances beyond Oesterdam's control, including war risk, personnel strikes, blockades, fire, floods and other disturbances or events.

15.3 You are entitled to reject the amendment proposal. If you reject the change proposal, you must give notice within 14 days of receiving the change proposal. In that case Oesterdam is entitled to dissolve the contract with immediate effect. You will then be entitled to remission and/or restitution of (the part of) the rent already paid. Oesterdam will then not be obliged to compensate any damage.

## 16. NOTICE

16.1 Oesterdam has at all times the right to terminate the agreement with immediate effect, if at the time of reservation personal data of you and/or other users are incomplete and/or incorrect. In such a case there will be no refund of the rental fee or part thereof.

## 17. LIABILITY

17.1 Oesterdam accepts no liability for theft (including theft from lockers), loss or damage of or to property or persons of any nature whatsoever during or as a result of a stay at the resort and/or the rental/use of accommodation and/or other Oesterdam facilities, unless there is intent or gross negligence on the part of Oesterdam or (one of) its employees.

17.2 Oesterdam shall not be liable for service failures or defects in services provided by third parties.

17.3 You and the user are jointly and severally liable for all loss and/or damage to the rented accommodation other property of Oesterdam arising during its use by you and/or other users, whether or not it is the result of acts or omissions of yourself and/or third parties who are the resort with your permission.

17.4 You indemnify Oesterdam for all claims for damages from third parties resulting from any act or omission of yourself, other users, your travel companions or third parties who are at the resort with your permission.

17.5 In case of improper use or failure to leave the accommodation properly, including but not limited to excessive dirt, additional costs will be charged, which you are then obliged to pay immediately.

## 18. COMPLAINTS

18.1 Despite Oesterdam's care and effort, you may find that you have a justified complaint regarding your vacation accommodation. This complaint should in the first instance be reported locally and directly to the resort management of your stay. Should the complaint not be handled to your satisfaction than has you at the latest 1 month after check out the opportunity to submit the complaint in writing to: Oesterdam, Guest Services Department, Oesterdam 3 4691 PV Tholen or via the complaint form at [www.waterrijkoesterdam.nl/klachtenprocedure](http://www.waterrijkoesterdam.nl/klachtenprocedure)

The complaint will then be handled with the utmost care. Should this also fail to a satisfactory solution, you will have the opportunity until no later than 3 months after your departure from the resort to have the complaint handled by the Recreation Disputes Committee in The Hague or to bring the complaint before the court with jurisdiction under the law. The decision of this committee has the force of a binding opinion.

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## 19. APPLICABLE LAW

19.1 The agreement between you and Oesterdam is exclusively by Dutch law.

## 20. TRAVEL DOCUMENTS

20.1 You are responsible for having the valid travel documents for your destination. Oesterdam accepts no liability for the consequences of not having the correct travel documents.

## 21. PRIVACY

21.1 All data you provide to us will be included in a . The database is used for our guest administration. This data may also be used to targeted information and offers about our and related products and services, both by ourselves and by third parties. In order to tailor this information and benefit offers to your interests as much as possible, we may have your data combined with data known to other companies. A detailed description of how we process your data can be found on our website under the "privacy" section.

21.2 At your request we will correct, supplement, delete or shield your data, in case the data are for example factually incorrect. This may result in you no longer being able to use (part of) our services. You have the right request us to inform you whether personal data relating to you are being processed.

21.3 If you do not wish to be sent interesting information or offers, please let us know by sending an e-mail to [receptie@oesterdam.nl](mailto:receptie@oesterdam.nl).

## 22. GENERAL

22.1 Oesterdam will send its correspondence digitally unless this proves impossible.

22.2 Obvious printing and typesetting errors shall not bind Oesterdam.

22.3 These terms and conditions supersede all previous publications.