

TERMS AND CONDITIONS

1 Application

1.1 These General Conditions apply to all offers, reservations and agreements relating to all accommodations rented by Verhuurbemiddeling de IJsvogel B.V. ('Recreatielandgoed de IJsvogel').

1.2 These Terms and Conditions apply regardless of your reference to any terms and conditions of your own or any other terms and conditions. Recreation Estate the Kingfisher rejects all Terms and Conditions to which you refer or which are used by you.

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

2 Reservations

2.1 Recreation Estate the Kingfisher only accepts reservations from principal bookers 18 years and older.

2.2 Between you and Recreatielandgoed de IJsvogel an agreement is when Recreatielandgoed de IJsvogel has sent you the written confirmation - also invoice.

2.3 You should check our written confirmation for accuracy. Any inaccuracies should be immediately communicated to Recreatielandgoed de IJsvogel.

3 Changes to the agreement

3.1 If, after the establishment of the agreement, you wish to make changes to the agreement, Recreation estate de IJsvogel is not obliged to comply. If a change is made, Landgoed de IJsvogel shall be entitled to charge modification costs, which shall be at least € 10,=.

4. In-the-Place

4.1 The renter is not allowed to give the accommodation under any name and on any account to any person other than those mentioned in the agreement.

5. Prices

5.1 Prices and additional costs are listed in the price list on the site and in the brochure of Recreatielandgoed de IJsvogel. Unforeseen government-imposed price increases may be passed on. On all prices in the price list are misprints and / or changes reserved.

5.2 Any discount offers do not apply to existing/previous bookings.

6. Payments

6.1 Rental fees plus charged costs, up to € 150,= you must immediately pay in full when booking. In case the rent exceeds € 150,=, you have to pay 50% of the within 14 days. Eight weeks before arrival the remaining 50% of the total amount must be paid.

6.2 Reservations made within eight weeks before arrival date require full payment within 14 days.

6.3 If you leave before the agreed departure date, no refund will be given.

6.4 When the payment term has expired Recreation estate the kingfisher has the right to cancel the reservation and release the accommodation for rent to others.

6.5 Recreatielandgoed de IJsvogel has the right to dissolve the agreement without notice of default or court intervention being required if:

- at the start of the rental period, the total rental amount has not been paid
- at the start of the rental period, the deposit has not been paid
- you as the tenant leave the leased property early
- you as a tenant fail to occupy the rented property on the day of commencement of the rental period before 6 p.m., without notice that you will occupy the rented property later during the rental period.

7. Arrival and departure

7.1 Changeover days for accommodations are Friday and Monday and on days when special packages take effect.

7.2 You can move into the accommodation on the day of arrival from 15:00. For group accommodations (> 12 persons) the arrival is from 16:00. On the day of departure you must leave the accommodation before 10:00 am. Except on Sunday, then departure is at 20:00 at the latest.

7.3 If you wish to continue the agreement with Recreatielandgoed de IJsvogel for longer the agreed duration and Recreatielandgoed de IJsvogel agrees to this, Recreatielandgoed de IJsvogel is always entitled to designate another accommodation.

8. (Rules and regulations).

8.1 All guests must comply with the rules established by the park, laid down in the park regulations. In case of violation of the regulations and/or not following the instructions of the staff, Recreation estate the kingfisher has the right to immediately remove you from the park (or have you removed), without restitution of the rent or any part thereof.

8.2 Employees of Recreatielandgoed de IJsvogel are entitled to access to the leased property at all times.

8.3 The tenant is not allowed to transfer the rented accommodation to third parties for rent and/or use or to have more people stay overnight than stated at the time of reservation and mentioned on the confirmation. If the stated number is exceeded, Recreatielandgoed de IJsvogel is entitled to dissolve the agreement.

8.4 You as the tenant will use the residence exclusively as a vacation rental.

8.5 The provision of the rented property is made by handing over the keys. Payment must be made before the keys are handed over. You are deemed to accept the rented property with the inventory contained therein in accordance with the inventory list, unless you have protested within three hours of occupying the rented property. The deposit paid by you will be returned to you after inspection, taking into account any expenses incurred.

8.6 In accordance with local regulations, if requested, guests are required to identify themselves at "check-in". If guests cannot show proof of identity, Recreation Estate the Kingfisher cannot or may not accommodate guests.

8.7 Recreation Estate the Kingfisher reserves the right to make changes in the set-up and opening hours of the park's facilities. To carry out necessary maintenance, you will allow work to be carried out on the accommodation or other facilities during your stay without entitlement to compensation.

8.8 For safety reasons, tents are not allowed near the accommodation.

8.9 The tenant must leave the accommodation broom-clean (i.e.: no dirty dishes left, bedding removed and folded, kitchen and refrigerator cleaned, garbage bag placed in container).

8.10 Tenant and users are required to rent bed linen from Recreation Estate the Kingfisher.

9. Pets

9.1 The price list indicates whether and, if so, how many pets are allowed.

9.2 If you wish to bring, up to two, pets, you must indicate this when booking. The costs involved are indicated on the price list.

9.3 On-site instructions must be followed. Pets must not be a nuisance to other guests and must be leashed outside the accommodation.

9.4 Pets do not have access to water features, pools and playgrounds.

10. Fracture, missing

10.1 The renter is responsible for orderly conduct in and around the rented accommodation or elsewhere in the park.

10.2 In addition, the lessee is always liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation. Any damage must be immediately reported by the tenant to Recreatielandgoed de IJsvogel and immediately compensated on the spot.

11. Deposit

11.1 Recreatielandgoed de IJsvogel may require a deposit of € 200,= per accommodation at the start of the stay. In the event that the deposit is not paid immediately, Recreatielandgoed de IJsvogel is entitled to deny the tenant and/or other users access to and use of the accommodation and to dissolve the agreement with immediate effect.

11.2 The deposit or any remainder thereof after payment of claims of Recreatielandgoed de IJsvogel against the tenant and/or users, will be refunded if you leave the accommodation properly, with due observance of the provisions of article 8. Any claims for compensation will not be cancelled by this restitution.

12. Cancellation fee

12.1. If a reservation is cancelled, cancellation fees are due if you have not purchased cancellation insurance. This amounts are for cancellation more than 3 months before the arrival date 15% the agreed price. For cancellation within 3 to 2 months before arrival date 50% of the agreed price. For cancellation within two to one month before arrival date 75% of the agreed price and for cancellation within one month before arrival date 90% of the agreed price. If you cancel within 7 days before arrival, you pay 100% of the agreed price in accordance with the HISWA-RECRON Industry standards.

12.2. You can insure against this risk by purchasing cancellation insurance at the same time as your reservation.

12.3. Failure to arrive within 24 hours of the agreed date without further notice will be considered a cancellation.

13. Force majeure and changes

13.1. In case Recreatielandgoed de IJsvogel is temporarily or temporarily unable perform the agreement in whole or in part due to force majeure, it will present you with a modification proposal (for other accommodation/other period etc.).

13.2. You are entitled to reject the amendment proposal. If you reject the change proposal, you must make this known within 14 days of receiving the change proposal. In that case Recreatielandgoed de IJsvogel is entitled to dissolve the agreement with immediate effect. You are then entitled to remission and/or restitution of (the already paid part of) the rent. Recreatielandgoed de IJsvogel will not be liable for any damages.

14. Termination

14.1. Recreatielandgoed de IJsvogel shall at all times be entitled to terminate the agreement with immediate effect, if when booking personal data of you and/or other users are incomplete and/or incorrectly specified. In such a case there will be no refund of the rent or part thereof.

15. Liability

15.1. Recreatielandgoed de IJsvogel accepts no liability for theft (including theft from pool lockers), loss of or damage to goods or persons, of any nature whatsoever, during or as a result of a stay on our park and/or rental/use of accommodation and/or other facilities of Recreatielandgoed de IJsvogel. Neither does Recreatielandgoed de IJsvogel guarantee that the stay does not meet the expectations you had.

15.2. Recreatielandgoed de IJsvogel shall not be liable for any damage or injury resulting from the stay on the premises or from the use of facilities provided on the premises.

15.3. Recreatielandgoed de IJsvogel is not liable for damage claims arising from noise nuisance caused by third parties.

15.4. Recreation Estate the Kingfisher is not liable for information provided verbally or by telephone.

15.5. Recreation estate the Kingfisher is not liable for the and/or out of use of facilities and/or amenities.

15.6. You are jointly and severally liable for all loss and/or damage to the rented property and other property of Recreatielandgoed de IJsvogel (or the private chalet owners), incurred during your use thereof regardless of whether this is the result of acts or omissions of yourself, your travel companions and/or third parties who are in the park with your permission.

15.7. If the accommodation is left incorrectly or not properly, including but not limited to excessive soiling, additional costs will be charged,

which you are then obliged to pay. These costs may also be deducted from the deposit.

15.8. You as tenant declare yourself familiar with location, furnishing and proper condition of the leased property on the basis of provided (written) information, brochure, etc.

15.9. It is possible that (some of) the park facilities open and/or closed on a limited basis during certain weeks of the year. To make sure that all facilities are accessible during your stay, we recommend that you check this when you make your reservation. This way you avoid possible disappointment upon arrival at the park.

16. Complaints

16.1. Despite the care and effort of Recreatielandgoed de IJsvogel it may happen that you have a complaint. Complaints should be reported immediately to the reception of Recreatielandgoed de IJsvogel. If the complaint cannot be resolved immediately or is not resolved to your satisfaction, you should put the complaint in writing during your stay. The complaint must be signed by an employee of the reception. You must then send your letter of complaint signed by the park within 8 days of your departure date to: Recreatielandgoed de IJsvogel, Attn: Guest Service Department, Kieftveen 18, 3781 PP Voorthuizen.

17. General

17.1. Obvious printing and typesetting errors do not bind Recreatielandgoed de IJsvogel. With these General Conditions all previous publications expire.