## **General condition Apartments Waterland**

#### 1. General

- 1.1 These General Terms and Conditions apply to all guests of Apartments Waterland, address 't Prooyen 4A in 1141VD Monnickendam.
- 1.2 The owners / managers of Apartments Waterland are Joke Middelbeek and Peter Hoins. The owners / managers can be replaced.
- 1.3 Guests of Apartments Waterland must comply with the Rules of Procedure that are provided to them when booking and that are also available for inspection at the accommodation. General Terms and Conditions and Internal Regulations can also be consulted via the Apartments Waterland website (www.apartments-waterland.com).
- 1.4 In case of violation of the General Terms and Conditions and / or the House Rules, or in case of inappropriate behavior, the owner (s) / manager (s) can deny and / or refuse access to 'Apartments Waterland' with immediate effect, without further notice. and statement of reasons and without refund of accommodation costs.
- 1.5 On request, a copy of the General Terms and Conditions / Internal Regulations will be provided free of charge.

## 2. Apartments Waterland

- 2.1 The accommodations of Apartments Waterland are described on the website www.apartments-waterland.com.
- 2.2 This website has been compiled with the utmost care, but there may be differences between the text and / or photos presented on the website and the current situation of Apartments Waterland at the time of the visit by the guests. No rights can be derived by guests from such differences.

## 3. Rates

- 3.1 The rates are described on www.apartments-waterland.com.
- 3.2 The rates of Apartments Waterland are without obligation and subject to interim price changes and obvious errors.
- 3.3 The rates include gas, water, electricity, heating, bed linen, towels, final cleaning and VAT.
- 3.4 The rates do not include tourist tax, the costs of cancellation and / or travel insurance and / or other costs.
- 3.5 Apartments Waterland is not bound by obvious errors on its website.
- 3.6 The confirmation of your reservation contains the corresponding final rate that was valid on the date of confirmation.

## 4. Reservation and confirmation

- 4.1 The reservation of a room / room (s) in Apartments Waterland can be made verbally (by telephone) and in writing.
- 4.2 In addition, reservations can be made online via www.apartments-waterland.com.
- 4.3 No reservation costs will be charged.
- 4.4 Guests must have a permanent residence or place to stay. It is impossible to provide a final confirmation without your contact details.
- 4.5 The person who has registered with us is the main guest and must be at least 18 years of age.
- 4.6 After receiving your reservation request Apartments Waterland will send a final confirmation by e-mail.
- 4.7 After commencement of the deposit, your reservation is final for both parties.

## 5. Payment

- 5.1 After the reservation has been confirmed by Apartments Waterland, you must transfer an advance of 50% of the total accommodation costs to the account of Apartments Waterland.
- 5.2 Unless otherwise agreed, the accommodation costs must be paid in full 14 days before the arrival of the accommodation.
- 5.3 Business guests receive an invoice on request. Private guests can also request this.
- 5.4 Apartments Waterland cannot accept payment by credit card or PIN.

#### 6. Cancellation / No-Show (do not come without cancellation)

- 6.1 In the unlikely event that you are unable to make use of the reserved room (s), you must report this to the owner (s) as soon as possible so that we can offer the vacated rooms to others as soon as possible. (if we manage to rent out the period or part of the period again, you will receive 75% return of the new rent)
- 6.2 In case of cancellation, the guest (s) pay a fee to the administrator:
- cancellation up to 30 days before the booked date / commencement date is free of charge
- cancellation between 30 and 0 days before the booked date / commencement date: 50% of the agreed price.
- 6.3 No-Show: if you are not present on the booked date / dates without cancellation, 100% of the agreed price will be charged.
- 6.4 To qualify for a refund of the amount already paid (if applicable), the cancellation must be done per mail of post.

## 7. Arrival and departure

- 7.1 Upon arrival you must first report to the owner. For legitimacy you will be asked to show your passport or ID.
- 7.2 The main guest receives a key from Apartments Waterland which must be handed in on departure.
- 7.3 Check-in is from noon to 8 p.m. at the latest.
- 7.4 Check-out is possible until 10 a.m. at the latest. Different times only in consultation with the owner / manager.
- 7.5 No refund will be made in the event of early departure.

# 8. Stay (house rules)

- 8.1 Guests must follow the owner / manager's instructions.
- 8.3 If items are missing or damaged on arrival, please report this to the owner (s) / manager.
- 8.4 Smoking and burning candles is not allowed in the entire house.
- 8.5 It is forbidden to consume, use, trade or carry narcotics.
- 8.4 Noise nuisance, especially between 22:00 and 07:00 and Sunday all day, must be avoided. Please consider our neighbors and other guests.
- 8.5 Radios, televisions, and other sound sources must not be a nuisance to others.
- 8.6 Possible visitors of guests are not allowed to stay in the accommodation without the permission of the owner (s) / manager and without additional payment.
- 8.7 Guests can park the car in the parking spaces in front of the door in accordance with local traffic regulations. Parking is at your own risk.
- 8.8 The accommodation must be in a clean condition upon departure.
- 8.9 Pets are not allowed.

## 9. Liability

9.1 The owner (s) / managers (s) cannot be held liable for personal injury resulting from the stay in our accommodation, nor can they be held liable for damage, loss or theft of guests' property. In case of disputes, all (legal) costs are for the account of the guests.

- 9.2 All risks related to a stay in Apartments Waterland are for the account of the guests.
- 9.3 Damage and loss of movable and immovable property of the owner must be reported immediately by the users to the owner (s) / manager (s) and reimbursed.
- 9.4 If keys of Apartments Waterland are lost, all resulting costs will be charged to the guest (s).
- 9.5 Apartments Waterland is not liable for malfunctions in and around the accommodation such as malfunctions and failure of electricity and water supplies and technical installations, construction work and / or road works in the vicinity of the accommodation that have not been announced or that have been announced prematurely.

## 10. Complaints, disagreements

- 10.1 The guest is always entitled to present his grievances by means of a complaint to the owner (s) / manager (s). These will always handle a complaint adequately and with expeditious speed, in such a way that the complaint is handled according to standards of reasonableness and fairness.
- 10.2 The administrators' administration is decisive in the event of a difference of opinion, unless the users can prove the contrary.

## 11. Force majeure

- 11.1 In case of force majeure, both of a permanent and temporary nature, the owner (s) / manager (s) are entitled to dissolve the agreement in whole or in part or to temporarily suspend it without the guest (s) being entitled to performance and / or can claim damages.
- 11.2 Force majeure includes, but is not limited to, the following: and furthermore all circumstances, extraordinary weather conditions, death of one of the owners or close relatives, etc., under which full or partial fulfillment of the agreement cannot reasonably be expected from the owner (s) / manager (s).

## 12. Privacy

12.1 The personal data provided or made known will be treated confidentially by the owner (s) / manager (s) and will not be made available to third parties. Our policy can be found in the privacy policy on the website.

## 13. Final provisions

- 13.1 Unless otherwise provided in rules of private international law, these terms and conditions are exclusively governed by Dutch law.
  - Also non-Dutch speaking guests are expected to agree to the terms and conditions.
- 13.2 All disputes arising from the user agreement or these conditions will be settled in the first instance by the competent court in the Netherlands, unless the rules of private international law provide otherwise.
- 13.3 Neither party can transfer its rights and obligations to third parties unless otherwise provided in the present conditions.