

TRAVEL AND CANCELLATION CONDITIONS VVV SCHIERMONNIKOOG

Article 1: INTRODUCTORY PROVISION

Article 1, paragraph 1

In these Travel Conditions the following definitions apply:

- A. **Accommodation provider**; the owner or manager of a holiday accommodation who, in the course of his business, offers a holiday accommodation to the public in his own name via the VVV Schiermonnikoog.
- B. **Travel agreement**; the agreement whereby an accommodation provider undertakes towards its counterparty to provide a holiday accommodation offered by it and any additional services or products.
- C. **Traveler**;
 - a. the other party of the accommodation provider, or,
 - b. the person for whose benefit the trip has been stipulated and who has accepted that stipulation, or,
 - c. the person to whom, in accordance with Article 7 of these terms and conditions, the legal relationship with the accommodation provider has been transferred.
- D. **Booking office**; the company that mediates between the traveler and the accommodation provider in concluding the travel agreement, being VVV Schiermonnikoog
- E. **Website**: the websites of the booking office, namely www.vvvschiermonnikoog.nl / www.vvvschiermonnikoog.de / www.vvvschiermonnikoog.com
- F. **Working days & office hours**; the days Monday to Saturday from 9 a.m. to 5 p.m., excluding recognized holidays.

Article 1, paragraph 2

These travel conditions apply to all travel agreements concluded through the mediation of the booking office.

Article 1, paragraph 3

Travel agreements can only be concluded if the traveler is 18 years or older. Travel agreements concluded by persons younger than that age are therefore not valid.

Article 1, paragraph 4

The travel agreement is exclusively governed by Dutch law.

Article 2: FORMATION AND CONTENTS TRAVEL AGREEMENT

Article 2, paragraph 1

The travel agreement is concluded at the moment that the booking office has sent the written confirmation of your reservation, also invoice, to the traveler.

Article 2, paragraph 2

The traveler will provide the information required for the conclusion of the agreement and its implementation regarding himself and any other traveler(s).

Article 2, paragraph 3

A person who enters into a travel agreement on behalf of or for the benefit of another person is jointly and severally liable for all obligations arising from the agreement. The (other) traveler(s) is (are) liable for his (their) own part.

Article 2, paragraph 4

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

Article 2, paragraph 5

If the booking office is prepared to process change requests, it has the right to charge the following costs:

- a. the organizational costs of €25.00 per booking linked to the request;
 - b. Any additional costs charged by the service providers involved in the execution of the trip.
- These requests require the express written consent of the booking office.

Article 2, paragraph 6

The days of departure and arrival are counted as whole days. The time that the traveler can move into and leave the holiday accommodation is determined by the accommodation provider. As a general guideline: arrival after 3 pm and departure before 10 am. If the use of the accommodation and/or camping site and/or other facility is terminated earlier than on the agreed date, as stated on the agreement, the traveler is not entitled to a refund of (part of) the rental price and/or costs, unless it participates in the cancellation scheme and the traveler meets the requirements set out therein.

Article 2, paragraph 7

Each accommodation may only be occupied by the number of persons agreed in the travel agreement. If the number of persons changes, the renter must report this to the accommodation provider. If the mentioned maximum number of persons the agreement is considered to be dissolved, without prejudice to the liability of the Lessee for the full rental price.

Article 2, paragraph 8

The booking office bears no responsibility for photographs, folders, prices and other information material, as far as under responsibility of third parties issued.

Article 3: TRAVEL DOCUMENTS**Article 3, paragraph 1**

When the booking office processes the reservation, the traveler will receive the travel agreement, also invoice, within 14 days after the reservation has been made. The traveler must check this for correctness immediately after receipt. Any inaccuracies must be reported immediately to the booking office.

Article 3, paragraph 2

If the traveler is not in possession of a written agreement within 14 days of making the reservation, the traveler must immediately contact the booking office, failing which the reservation cannot be invoked.

Article 4: PRICES

Article 4, paragraph 1 The published prices are per accommodation, unless stated otherwise (hotels, guest houses).

Article 4, paragraph 2

Price discounts and/or special offers can no longer be used if the confirmation of the reservation/invoice has been sent by the booking office.

Article 4, paragraph 3

All prices, insofar as applicable, include VAT, unless stated otherwise.

Article 5: PAYMENT**Article 5, paragraph 1**

30% of the travel sum must be paid no later than 2 days after the date of the confirmation. The remainder of the travel sum must be paid no later than 6 weeks before the start of the trip. When booking within 8 weeks before the start of the trip, the entire travel sum must be paid immediately. Deviating payment rules in case of short term bookings will be communicated at the time of booking.

Article 5, paragraph 2

Any remaining amount of the travel sum must be paid within the term indicated on the travel agreement. In the event of late payment, the traveler is in default. As a result, or on behalf of the booking office, he will be notified in writing or by e-mail and will then still have the option to pay the amount still due within 5 days, and at the latest on the day before arrival. If payment is still not forthcoming, the agreement will be deemed to have been canceled on the day of default. The booking office will then charge the cancellation costs owed for this bring. In that case, the provisions of Article 8 apply and the monies already paid will be settled with the cancellation fees.

Article 6: CHANGES BY THE TRAVELER

Article 6, paragraph 1

If the traveler submits a request to the booking office to change the travel agreement, this is only possible if the change relates to the booked holiday accommodation (see also Article 2, paragraph 5). If the traveler wants to change to a different holiday accommodation or a different period of stay, this is considered a cancellation and Article 8 applies.

Article 6, paragraph 2

After the agreement has been concluded, the traveler can request changes up to 8 days after booking and no later than 14 days before the arrival date. Change requests later than 8 days after booking will be considered a cancellation where Article 8 applies.

Article 6, paragraph 3

Requests for changes submitted to the booking office will be implemented if possible and in that case confirmed in writing by the booking office. This is subject to the condition that the traveler pays the changed travel sum in accordance with the provisions of Article 3 and after deduction of the monies already paid. He is also obliged to change costs of € 25.00 per change meeting.

Article 6, paragraph 4

The change request, as described in paragraph 2, will be decided as soon as possible. Rejection will be reasoned and the traveler notified without delay. The traveler can maintain or cancel the original agreement. In the latter case, Article 8 applies. In the absence of a response from the traveler to the rejection of his request, the original agreement will be executed.

Article 7: SUBSTITUTION

Article 7, paragraph 1

The traveler can be replaced by another person in good time before the start of the trip. The following conditions apply for this:

- a. the other complies with all conditions attached to the agreement;
- b. the request is submitted to the booking office no later than 7 days before departure, or in good time so that the necessary actions can still be performed;
- c. the conditions of the service providers involved in the implementation do not oppose this substitution
- d. however, the replacement traveler(s) must come from their own circle (friends or family). It is not permitted to recruit replacement travelers via the internet, such as other booking sites or sales/advertising sites.

Article 7, paragraph 2

The applicant, the traveler and the person who replaces him/her are jointly and severally liable towards the booking office for payment of the part of the travel sum still due, the amendment costs referred to in Article 2, paragraph 5 and any additional.

Article 8: CANCELLATION BY THE TRAVELER

Article 8 paragraph 1

If a reservation is cancelled, cancellation costs are due. These amount to 30% if canceled up to 42 days before arrival, from 42 days to 28 days before arrival 60% and if canceled from the 28th day before arrival or later, 100% of the total costs/agreed rental price.

Article 8, paragraph 2

If you have not arrived within 24 hours after the agreed date without further notice, this is considered a cancellation.

Article 8, paragraph 3

The cancellation costs referred to in this article will not exceed the travel sum. Article 8(4) In the event that no cancellation takes place, but the traveler opts for substitution, Article 7 applies.

Article 8, paragraph 4

In case no cancellation takes place, but the traveller opts for substitution, article 7 is applicable.

Article 9: CHANGES, POSSIBLY FOLLOWED BY CANCELLATION BY THE BOOKING OFFICE**Article 9, paragraph 1**

The booking office has the right to change the agreed services on one or more essential points due to serious circumstances. Among important circumstances are circumstances that are of such a nature that further alignment of the bookings to fulfill the contract cannot reasonably be expected. If the booking office saves money as a result of the change, the traveler is entitled to the amount of that saving for his part.

Article 9, paragraph 2

The booking office must, as far as possible, inform the traveler within 48 hours (2 working days) submit an amendment proposal in the form of an alternative offer after the serious circumstances have arisen. The traveler can reject the change(s).

Article 9, paragraph 3

The alternative offer must be offered for the booked period and must be at least equivalent. The equivalence of alternative accommodation must be assessed according to objective standards and must be determined according to the following circumstances, which must be apparent from the replacement offer:

- a. the location of the accommodation;
- b. the nature and class of the accommodation;
- c. the facilities that the accommodation offers.

The above assessment must take into account;

- a. the special properties of known to the booking office and confirmed by it in writing;
- b. at the time of registration and thereby recorded personal circumstances specified by the traveler(s) of substantial importance.

Article 9, paragraph 4

If the booking office's offer referred to in paragraph 2 is rejected by the traveller rejected or no such offer is made, paragraph 5 is applicable.

Article 9, paragraph 5

The traveler who makes use of his right to reject the change or the alternative offer pursuant to the previous paragraphs must make this known within 3 working days of receipt of the message about the change. In that case, the traveler has the right to cancel the agreement with immediate effect. In that case, the traveler is entitled to remission or refund of the travel sum (or, if the trip has already been partially enjoyed, to a refund of a proportional part thereof) within 2 weeks, without prejudice to any right to compensation as referred to in paragraph 6 of this article.

Article 9, paragraph 6

- a. If, after the arrival of the traveler(s), an important part of the services to which the agreement relates are not provided or the accommodation provider notices that he will not be able to provide an important part of the services, the accommodation provider will ensure that that appropriate alternative arrangements are made with a view to continuing the journey.
- b. The damage to the traveler resulting from this change is for the account of the accommodation provider, if the shortcoming in the execution of the agreement can be attributed to him in accordance with the provisions of Article 12.

Article 10: LIABILITY AND FORCE MAJEURE**Article 10, paragraph 1**

Without prejudice to the provisions of Articles 9, 11 and 12, the booking office is obliged to implement the agreement in accordance with the expectations that the traveler could reasonably have on the basis of the agreement.

Article 10, paragraph 2

If the trip does not proceed in accordance with the expectations referred to in paragraph 1, the traveler is obliged to inform the persons concerned as soon as possible as referred to in Article 15 paragraph 1.

Article 10, paragraph 3

If the trip does not take place in accordance with the expectations referred to in paragraph 1, it is the booking office is obliged to compensate any damage, unless the shortcoming in the performance is not attributable to him or to the person whose assistance he uses in the execution of the agreement, because:

- a. the shortcoming in the execution of the agreement is attributable to the traveller; or
- b. the shortcoming in the execution of the agreement could not be foreseen or could not be canceled and is attributable to a third party not involved in the delivery of the services included in the trip; or
- c. the shortcoming in the execution of the agreement is due to force majeure as referred to in paragraph 4 of this article.

Article 10, paragraph 4

Force majeure is understood to mean abnormal and unforeseeable circumstances that are independent of the will of the person who invokes them and the consequences of which, despite all precautions.

Article 11: AID AND ASSISTANCE

Depending on the circumstances, the accommodation provider is obliged to provide the traveller with help and assistance, if the trip does not go according to the expectations which the traveller could reasonably have had on the basis of the contract. The resulting costs shall be borne by the accommodation provider, if the failure in the performance of the contract is attributable to him in accordance with the third paragraph of article 12 can be attributed to him. If the cause is attributable to the traveller, the accommodation provider shall only be obliged to provide assistance and obliged to the extent that this can reasonably be demanded of him. The costs shall in that case for the account of the traveller.

Article 12: EXCLUSION AND LIMITATIONS OF LIABILITY BOOKING OFFICE**Article 12, paragraph 1**

If the booking office is liable on the basis of Article 11 for the damage suffered by the traveler, its liability will be limited or excluded in accordance with the relevant international treaties.

Article 12, paragraph 2

If the booking office is liable towards the traveler for loss of travel enjoyment, the compensation will not exceed the travelsum.

Article 12, paragraph 3

Without prejudice to the provisions of the previous paragraphs of this article, the booking office's liability for damage other than caused by death or injury to the traveler is limited to a maximum of three times the travelsum, unless there is intent or gross negligence on the part of the traveller booking office. In that case, his liability is unlimited.

Article 12, paragraph 4

The exclusions and/or limitations of the booking office's liability included in this article also apply to employees of the booking office and the service providers involved, as well as their staff, unless this is excluded by treaty or law.

Article 13: OBLIGATIONS OF THE TRAVELER**Article 13, paragraph 1**

During his/their stay, the traveler(s) is/are obliged to comply with all instructions from the booking office and accommodation provider to promote a proper execution of the trip and is/are liable for damage caused by his/their illicit behaviour, to be judged by the standard of the behavior of a correct traveller.

Article 13, paragraph 2

The holiday accommodation must be occupied before 9.30 pm on the day of arrival. Travelers who do not or cannot arrive at their holiday address on time are obliged to inform the accommodation provider in good time.

Article 14: INTEREST AND COLLECTION COSTS

The traveler who has not fulfilled a financial obligation towards the booking office in time, owes an interest of 1% on the amount still due for each month or part of a month of delay. He is also obliged to pay extrajudicial collection costs, with a minimum of € 45.40.

Article 15: COMPLAINTS**Article 15, paragraph 1**

A shortcoming in the implementation of the agreement as referred to in Article 10, paragraph 2, must be reported immediately on site to the accommodation provider, so that it can come up with a suitable solution. If the shortcoming is not resolved within a reasonable period of time and affects the quality of the trip, it must be reported immediately to the booking office.

Article 15, paragraph 2

If the shortcoming has not yet been satisfactorily resolved and gives rise to a complaint, the traveler must submit this in writing or by email to the booking office no later than 1 month after departure. If this also does not lead to a solution, the traveler has the option, up to 3 months after departure, to have the complaint handled by the Recreation Disputes Committee in The Hague or to submit the complaint to the competent court according to the law. The decision of this The committee has the power of a binding advice.

Article 16: GENERAL**Article 16, paragraph 1**

Obvious printing and typing errors in these conditions are not binding for VVV Schiermonnikoog. These terms and conditions supersede all previous publications. Article 16, paragraph 2 All data that you provide to us will be included in a file. The data file is used for our guest administration. This data can also be used to provide targeted information and offers about our 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.

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