

OESTERDAM

Oesterdam

[General Terms and Conditions Oesterdam & Resort Regulations](#)

EXCLUSION OF THE RIGHT OF WITHDRAWAL

Oesterdam would like to point out that any reservations you make are legally binding. The typical 14-day withdrawal period ("cooling-off period") does not apply to agreements made with Oesterdam.

1. APPLICATION

1.1 These Terms and Conditions apply to any and all offers, reservations, and agreements concerning the accommodations and other facilities, which are rented out by Oesterdam.

1.2 In these General Terms and Conditions, the terms "tenant" and "you" are understood to mean: the person who enters into an agreement with Oesterdam regarding the rental/use of accommodation and/or other facilities. The term "user" (hereinafter also referred to as guest) means: the tenant and the persons specified by the tenant who (will) make use of the accommodation and/or other facilities rented by the tenant.

1.3 These General Terms and Conditions shall apply regardless of your (prior) reference to any terms of your own or to any other general terms and conditions. Oesterdam rejects any Terms and Conditions referred to or used by you.

1.4 Any agreements which deviate from these Terms and Conditions are only valid if agreed to in writing.

2. RESERVATIONS

2.1 Oesterdam will only accept reservations from persons who are 21 years of age or older. Reservations made by persons younger than that age are therefore not valid.

2.2 The group villas of Oesterdam Resort are exclusively intended to accommodate family groups. Non-family groups are not admitted due to the need to maintain the peace and quiet of the resort.

Club outings, student parties, bachelor parties, and other group activities of a festive nature are not permitted.

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

2.4 Reservations for business purposes can only be made through the business line of Oesterdam and are subject to special conditions. Oesterdam reserves the right to refuse corporate guests if their reservation has not been done through the proper booking procedure.

2.5 When Oesterdam handles your reservation, Oesterdam will send you a confirmation that includes an invoice within 14 days after the reservation has been made. You should check this for correctness immediately upon receipt. Any inaccuracies should be reported to Oesterdam immediately.

2.6 Should you not receive a confirmation/invoice within 14 days of making the reservation, please contact the reservation department without delay, otherwise your reservation may be invalidated.

2.7 An agreement between you and Oesterdam enters into force when Oesterdam has confirmed the reservation.

2.8 The agreement applies to the rental of accommodations and/or other facilities for recreational use, which by its very nature is short term.

3. CHANGES TO THE AGREEMENT

3.1 Should you, after the conclusion of the agreement, wish to make changes to the agreement, Oesterdam is not obliged to accept them. It is at Oesterdam's discretion to determine whether or not and to what extent it will accept such changes. In case Oesterdam accepts your changes, Oesterdam will charge you for the costs of these changes.

3.2 Alterations of the date of arrival and/or the location are not permitted within 28 days prior to your arrival. In these cases, the cancellation charges as set out in Clause 14 of these Terms & Conditions shall apply.

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3.3 If you wish to reduce the number of rented accommodations after the conclusion of a contract for more than one accommodation, the cancellation charges as set out in Clause 14 of these Terms & Conditions shall apply.

3.4 In case of any alterations, € 30,- will be charged.

3.5 In case Oesterdam, due to force majeure, needs to make a change to a reservation concerning the location or the type and/or position of the accommodation, Oesterdam is able to offer you a suitable alternative.

4. SUBSTITUTION

4.1 The tenant and other users are not allowed to let anyone other than the persons mentioned in the agreement, under any denomination or for any reason whatsoever, use the accommodation, unless agreed otherwise with Oesterdam.

4.2 In case you and Oesterdam have agreed that you and/or one or more users are to be replaced, in addition to the tenant and/or users replacing you and/or other users, you will remain jointly and severally liable towards Oesterdam for the payment of the outstanding part of the rent, the alteration costs (see Art. 3.1), and any additional costs incurred as a result of the replacement as well as any cancellation costs.

5. PRICES

5.1 You are due to pay Oesterdam the agreed rental price, as stated in the confirmation/invoice of the reservation.

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

5.3 All prices, where applicable, include VAT, unless stated otherwise.

5.4 Oesterdam is entitled to charge and settle price increases as a consequence of interim adjustments to legal regulations or provisions (including, but not limited to VAT, tourist tax, insurance tax) over which Oesterdam has no influence.

6. EXTRA COSTS

6.1 Besides the rental price, you/the tenant also owe reservation and handling fees, fees for the service package which includes the final cleaning, and tourist tax.

6.2 The tourist tax contribution is determined by the relevant municipality in which the resort is located. You/the tenant shall at all times owe Oesterdam the applicable tourist tax rate set by the relevant municipality.

7. PAYMENT

7.1 Upon reservation, a deposit of 25% of the total payable amount is required.

7.2 The remaining amount of the rent must be received by Oesterdam at least 2 weeks before the day of the beginning of the stay at Oesterdam, as stated in the confirmation of the reservation.

7.3 For reservations made within 2 weeks before the start of your stay, the total amount payable must be settled immediately. If, upon arrival at the resort, it appears that the amount has not yet been (fully) credited to the bank account of Oesterdam, you are required to pay the (remainder of the) payable amount on the spot. In case of non-payment in accordance with the above, Oesterdam may deny you the use of the accommodation and/or other facilities. In cases where it should later turn out that a payment order was issued by you, but the amount had not yet been credited to Oesterdam's bank account upon arrival, a refund of the excess payment will take place afterwards.

7.4 In case of late payment of the amounts invoiced to you, you will be in default immediately after the expiry of the term for payment. If (timely) payment is not made, Oesterdam is entitled to dissolve (cancel) the agreement. You are liable for any and all damages that Oesterdam suffers or will suffer as a result, including all costs that Oesterdam has had to incur as a result of your reservation and the cancellation thereof. In any case, Oesterdam is entitled to charge a cancellation fee for each accommodation. In this case the provisions set forth in Article 14 shall apply.

7.5 Oesterdam is always entitled to settle claims against you for whatever reason with the fees paid by you for whatever reason.

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8. ARRIVAL AND DEPARTURE

8.1 The rented accommodation can be occupied from 3 PM on the agreed day of arrival as stated on the reservation confirmation. On the agreed day of departure, as stated on the reservation confirmation of the accommodation, must be vacated before 10 AM.

8.2 In case you wish to continue the agreement with Oesterdam for a longer period than initially agreed upon, and Oesterdam agrees, Oesterdam is always entitled to designate another accommodation.

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

9. REGULATIONS

9.1 All guests must adhere to the rules for the resort set by Oesterdam. These have been recorded in the Resort Regulations which can be obtained at the reception.

9.2 According to local regulations, one is obliged, if asked, to identify oneself at the "check-in". If guests are unable to 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 people that is stated on the Oesterdam website for the relevant accommodation.

9.4 If the restaurant, bar and room rental companies on the resort provide you with catering services or enter into catering agreements with you, the Uniform Conditions for the Hotel and Catering Industry will apply to these services and agreements. A copy of these conditions is available at the reception of the resort on request.

9.5 Oesterdam reserves the right to make changes to the structure and opening hours of the resort facilities. For the purpose of necessary maintenance, you will permit, without the right to compensation, that work is carried out on the accommodation or other facilities during your stay.

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

9.7 The tenant must leave the accommodation clean and tidy (i.e.: no dirty dishes, waste deposited in the underground container).

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

9.9 When violating the rules and regulations in these Terms and Conditions, Resort Regulations, not following the instructions of the staff, Oesterdam has the right to remove you, the tenant and any other user from the resort immediately, without restitution of the rent or a portion thereof.

9.10 When 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 has the right to access the accommodation.

10. DOGS

10.1 Pets are only allowed in the appropriate villas. This must be indicated in advance indicated at the reservation. Their needs must be neatly cleaned up. Pets are only allowed on a leash at the resort. See pet regulations

11. USE OF ACCOMMODATION; INVENTORY

11.1 The tenant/user and those who accompany the tenant are jointly and severally liable for an orderly course of affairs in and around the rented accommodation or elsewhere on the resort, as well as for the use of the accommodation and the equipment present therein.

11.2 In addition, the tenant/user and those who accompany the tenant are always jointly and severally liable for damages resulting from breakage and/or loss and/or damage to the inventory and/or accommodation. Any damages should be reported immediately to Oesterdam by the tenant and must be compensated immediately on the spot, unless the tenant can prove that the occurrence of the damage is not due to any fault of his own, of other users, or of one of the members of his group.

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12. INTERNET USE

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 tenant is responsible for the correct use of the Internet as well as the necessary hardware and software, configuration, peripherals, and connections to support this as well as safety measures to protect the computer or operating system.

12.3 Oesterdam is not liable for damages resulting from the use of the Internet or as a result of malfunctions in the network.

12.4 The tenant/user and those accompanying the tenant, when using the Internet, should behave as would be expected from a responsible and careful internet user and must respect the legal rules. He will refrain from behavior that bothers other Internet users and causes damage to Oesterdam in the broadest sense of the word. The tenant/user and those accompanying the tenant, will refrain from visiting Internet websites that are illegal in nature or those not in line with the reputation of Oesterdam as a provider of accommodation.

12.5 Upon detection or suspicion of causing nuisance to third parties and/or (other) Internet abuse by the tenant/user and those accompanying the tenant, Oesterdam may without further notice block access to the Internet or block it entirely.

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

13. DEPOSIT

13.1 Oesterdam may require a deposit at the beginning of your stay. This security deposit depends on the size of the accommodation and is at least € 350,- per accommodation. The required security deposit can be raised by Oesterdam when the circumstances require it.

13.2 The security deposit is to cover damages and/or costs - in the broadest sense of the word - that Oesterdam may suffer as a result of non-compliance with the obligations of the tenant/user and those accompanying the tenant.

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

13.4 In case you fail to pay the deposit, Oesterdam is also entitled to dissolve (cancel) the agreement effective immediately.

13.5 The deposit or any remaining balance will be refunded after settling the claims (damage to the inventory/accommodation and/or other costs) on the tenant and/or users by Oesterdam. Any (further) claims for damages are not invalidated by this refund.

14. CANCELLATION COSTS

14.1 If a reservation is cancelled, a cancellation fee is due. The amount depends on the date of cancellation in relation to the date of arrival and can be requested from the reception.

- | 0 days before arrival | 100 per cent of the rental price
- | 31 days before arrival | 90 per cent of the rental price
- | 62 days before arrival | 75 per cent of the rental price
- | 93 days before arrival | 50 per cent of the rental price
- | 1000 Days before arrival | 15 per cent of the rental price

14.2 You can insure yourself against cancellation risks by taking out cancellation insurance.

14.3 If you have not arrived within 24 hours of the agreed date without further notice, this will be regarded as a cancellation. In this case, you will be liable for the full amount due for your stay.

15. FORCE MAJEURE AND CHANGES

15.1 In the event that Oesterdam is, whether temporarily or not, unable to fulfill the agreement, in whole or in part, due to force majeure, Oesterdam may, within 14 days after it has become aware of the impossibility to fulfill the agreement, propose a change (for a different accommodation/another period etc.).

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15.2 Force majeure on the part of Oesterdam exists when the performance of the agreement, in whole or in part, temporarily or otherwise, is prevented by circumstances beyond the control of Oesterdam, including but not limited to risk of war, personnel strikes, blockades, fire, floods and other disturbances or events.

15.3 You are entitled to reject the proposed changes. If you reject the proposed changes, you should make this known within 14 days after having received the proposed changes. In that case, Oesterdam is entitled to dissolve the agreement with immediate effect. You will be entitled to remission and/or a refund of (the already paid part of) the rent. Oesterdam shall not be held liable for any damages.

16. TERMINATION

16.1 Oesterdam is at all times entitled to terminate the agreement with immediate effect, in case personal data of you and/or other users are incomplete and/or incorrectly provided upon placing your reservation. In such a case, there shall not be any refund of the rent or any part thereof.

17. LIABILITY

17.1 Oesterdam does not accept liability for theft (including theft from lockers), loss or damage of or to goods or persons, of whatever nature, 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 malice or gross negligence on the part of Oesterdam or (one of) its employees.

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

17.3 You are jointly and severally liable together with the user for all losses and/or damages to the rented accommodation and other properties of Oesterdam that occur during the use thereof by you and/or other users, whether or not this is the result of acts or omissions by yourself and/or third parties that are on the resort with your permission.

17.4 You will indemnify Oesterdam for all claims for damages from third parties that are the result of any acts or omissions by yourself, other users, your travel companions or third parties who are in the resort with your permission.

17.5 In case of improper use of the accommodation or leaving it behind in a poor condition, including but not limited to excessive filthiness, extra costs will be charged, which you are obliged to pay immediately.

18. COMPLAINTS

18.1 Despite the care and effort of Oesterdam, you may find that you have a justified complaint regarding your holiday accommodation. This complaint should, in the first instance, be reported on site directly to the management of the resort where you are staying. If the complaint is not handled to your satisfaction, you have 1 month after check-out

the opportunity to complain in writing to: Oesterdam, Guest Service Department, Oesterdam 3 4691 PV Tholen, or via the complaint form on: <https://www.resortoesterdam.com/complaint-procedure>

The complaint will then be handled with the utmost care. Should this also not lead to a satisfactory solution, you have, until no later than three months after departure from the resort, the opportunity to have your complaint handled by the Recreation Disputes Committee in The Hague or to bring the complaint before the court which has jurisdiction under the law. The decision of this committee has the force of a binding opinion.

19. APPLICABLE LAW

19.1 The agreement between you and Oesterdam is governed exclusively by the law of the Netherlands.

20. TRAVEL DOCUMENTS

20.1 You are responsible for having the valid travel documents required for your destination. Oesterdam will not accept liability for any consequences resulting from not being in possession of the correct travel documents.

21. PRIVACY

21.1 All data that you provide to us will be recorded in a database. The data file is used for the purpose of our guest administration. This data can also be used to provide targeted information and offers concerning our and related products and services, both by ourselves and by third parties. In order to tailor this information and these special offers to your interests, we may combine your data

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with data known by other companies. A detailed description of how we process your data can be found on our website under the heading "Privacy".

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

21.3 If you do not wish to receive interesting information or offers, please let us know by sending an email to receptie@oesterdam.nl.

22. GENERAL

22.1 Oesterdam will send all its correspondence digitally, unless this should prove impossible.

22.2 Obvious printing and typesetting errors are not binding for Oesterdam.

22.3 These General Terms and Conditions supersede all previous publications.