

TERMS & CONDITIONS Z'ANDVILLAS

1. APPLICATION

- 1.1 These general terms and conditions apply to all offers, reservations and agreements relating to accommodation rented under the business name Z'ANDVILLAS.
- 1.2 In these general conditions the following definitions shall apply:
 - Agreement: agreement concluded directly or indirectly between Z'ANDVILLAS and a tenant concerning the rental of an accommodation, exclusively for short-term recreational use, whereby the accommodation is in fact made available by the owner thereof.
 - Tenant: the (legal) person(s) who, directly or indirectly, has/have concluded an agreement with Z'ANDVILLAS and the person(s) specified by the tenant who is/are making use of the rented accommodation;
 - 1.3 Agreements deviating from these General Terms and Conditions are only valid if agreed upon in writing.

2. RESERVATIONS

- 2.1 Z'ANDVILLAS only processes bookings made by persons aged 25 years or older. Bookings made by individuals under the age of 25 are therefore not legally valid. Z'ANDVILLAS reserves the right to refuse, without stating reasons, any deviating bookings, particularly those made by groups, or to impose special conditions on such bookings. Z'ANDVILLAS is entitled to request a copy of a valid ID.
- 2.2 Z'ANDVILLAS will send the tenant a written confirmation with an invoice within 2 working days after the reservation has been processed by Z'ANDVILLAS. The tenant must check the invoice for correctness as soon as it is received. Any inaccuracies must be communicated to Z'ANDVILLAS immediately, but in any case, within 2 days of receipt.
- 2.3 If the tenant is not in possession of a written confirmation/invoice within 2 working days after the reservation, he must immediately contact the reservation department of Z'ANDVILLAS, failing which the reservation cannot be invoked.
- 2.4 An agreement is concluded between the tenant and Z'ANDVILLAS as soon as Z'ANDVILLAS has confirmed the reservation to him in writing. However, Z'ANDVILLAS is entitled to dissolve the agreement or to terminate it within 2 working days after written confirmation to the lessee. In that case, what the tenant has paid will be refunded to the hirer by Z'ANDVILLAS. Z'ANDVILLAS is not obliged to pay further compensation for damage.
- 2.5 For a stay of more than 21 nights, a mandatory interim cleaning fee of €150.00 will be charged; energy usage will be charged based on subsequent calculation and the deposit will be increased to €750.00.

3. CHANGES TO THE AGREEMENT

- 3.1 Z'ANDVILLAS is not obliged to accept a request from the tenant to change the agreement.
- 3.2 In the unlikely event that the object reserved by the tenant is or becomes unavailable, Z'ANDVILLAS is entitled to provide the tenant with an equivalent replacement accommodation, to be determined by Z'ANDVILLAS, which the tenant is obliged to accept, without the tenant being entitled to a discount, compensation or otherwise.
- 3.3 The tenant is forbidden to allow the accommodation to be used by others than the persons mentioned in the agreement, under any name whatsoever and for any reason whatsoever, unless otherwise agreed in writing with Z'ANDVILLAS.

4. PRICES

- 4.1 You owe Z'ANDVILLAS the agreed rental price, as stated in the written confirmation as well as the invoice of the reservation.
- 4.2 Discounts and / or special offers can no longer be used if the confirmation of the reservation / invoice that has been sent by Z'ANDVILLAS.
- 4.3 All rental charges are, unless otherwise described, including administration costs and cleaning costs.
- 4.4 All prices are, where applicable including VAT, unless otherwise stated. However, Z'ANDVILLAS is entitled to set off excessive energy consumption against the deposit paid by the tenant.

5. PAYMENTS

- 5.1 At reservation you must pay a deposit of 50% of the rent and additional costs. This deposit must be made within 14 days after the date of the confirmation / invoice of the reservation by Z'ANDVILLAS.
- 5.2 The remaining amount of the rent must be received by Z'ANDVILLAS at least 4 weeks before the day the stay begins as stated in the confirmation of the reservation.
- 5.3 Notwithstanding the foregoing, when a reservation is made within 4 weeks before the start of your stay, the amount must be paid immediately. If on arrival it appears that the amount has not yet been (fully) credited to the bank account of Z'ANDVILLAS, you must still pay the (remainder of the) amount on-site. Failure of a payment in accordance with the above Z'ANDVILLAS can deny the use of the accommodation. If later it appears that you have received a payment order, but the amount has been added to the bank account of Z'ANDVILLAS after arrival, then restitution of the too much paid afterwards.
- 5.4 In case of overdue payment of the amounts invoiced to you, you will be immediately in default after expiration of the term for payment. In that case, Z'ANDVILLAS will give you the possibility to still pay the amount owed within 7 days. If payment is not forthcoming, Z'ANDVILLAS reserves the right to cancel the agreement from the day that the 7-day period has expired, and you are liable for all damage that Z'ANDVILLAS suffers or will suffer as a result of this. Z'ANDVILLAS is in any case entitled to charge cancellation costs per accommodation. In that case, the provisions of Article 13 apply.
- 5.5 Z'ANDVILLAS always has the right to settle claims on you for whatever reason with the amounts paid by you for whatever reason.

6. ARRIVAL AND DEPARTURE

- 6.1 The rented accommodation can be booked on the agreed day of arrival from the confirmation of the reservation, from 4:00 pm onwards. On the agreed day of departure as stated on the confirmation of the reservation the accommodation must be left before 10:00 AM.
- 6.2 Upon arrival you will receive the keys, after full payment, together with the other documents at our office, which is located at the Duinvallei 21 in Kampen.
- 6.3 If 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 refund of the rent and additional costs. If you have a cancellation insurance and you meet the requirements, you can submit a claim directly to Z'ANDVILLAS.
- 6.4 The tenant must leave the accommodation clean and tidy on departure. The housework that the tenant must take care of himself is included in the 'Cleaning Guide'.

7. REGULATIONS; PARKREGULATIONS

- 7.1 The accommodation shall only be rented out for short-term recreational use by the tenant and the users specified by him. Any other use, including labour-related use, is prohibited.
- 7.2 Each accommodation may only be occupied by the maximum number of persons as stated in the brochure of the accommodation. If the maximum number of persons is exceeded (without permission) Z'ANDVILLAS can terminate the agreement immediately.
- 7.2 For necessary maintenance you will allow work to be carried out on the accommodation or other facilities during your stay without the right to compensation.
- 7.3 Z'ANDVILLAS may view the rented accommodation at all reasonable times.
- 7.5 The tenant is prohibited of making music or noise inconvenience to other residents on the park.
- 7.6 The tenant has to park his vehicles at the designated places. Parking in gardens or on the lawn is not allowed.
- 7.7 In case of violation of the rules included in these General Terms and Conditions, non-compliance with instructions of the staff, Z'ANDVILLAS has the right to remove you, the tenant and every other user immediately, without refund of the rent or part of it.
- 7.8 In the event that a Park regulation applies to the holiday park on which the accommodation is located, the tenant and users also undertake to comply with it.

8. USE ACCOMMODATION; INVENTORY

- 8.1 The tenant shall be deemed to have accepted the accommodation and its inventory without damage, unless he has complained to Z'ANDVILLAS within 2 hours of moving into the accommodation. If the tenant is not liable for the occurrence of the damage, Z'ANDVILLAS will, insofar as this can reasonably be expected of it, endeavour to repair the damage within 2 working days after the working day on which the report was made. The tenant is not entitled to any discount or compensation.
- 8.2 The tenant and users are jointly and severally liable towards Z'ANDVILLAS for an orderly course of events in and around the rented accommodation or elsewhere in the park, the use of the accommodation and the inventory, equipment and additional items contained therein.
- 8.3 In addition, the tenant and those who accompany the tenant are jointly and severally liable for damage caused by breakage and / or loss and / or damage to inventory, (extra) booked articles and accommodation. Any damage must be immediately reported to Z'ANDVILLAS by the tenant and be paid immediately on the spot, unless the tenant can prove that the damage was not due to fault of himself, other users or one of the members of his / her party.
- 8.4 In the event of loss of a (non-certified) key to the accommodation rented by the tenant, the tenant will owe an amount of € 100,-. If it concerns a certified key, the costs of a new lock including keys will be charged to the tenant.

9. PETS

- 9.1 Depending on the accommodation, a maximum of one or two pets from the tenant or users is allowed. If you and / or other users wish to bring pets, it must be specified immediately upon reservation. In that case, Z'ANDVILLAS will charge an additional fee, which will be fulfilled by you.
- 9.2 The pets must not cause any inconvenience to the other guests.
- 9.3 A flea collar for dogs / cats is mandatory.
- 9.4 Pets of visitors are not allowed.

10. INTERNET USE

- 10.1 Depending on the accommodation, Z'ANDVILLAS offers the tenant and those who accompany the tenant access to the internet via a Wi-Fi network or via cable.
- 10.2 The tenant is responsible for the correct use of the internet as well as the necessary hardware and software, configuration, peripherals and connections for support thereof and measures to protect the computer or operating system.
- 10.3 Z'ANDVILLAS is not liable for damage resulting from the use of the internet or due to network failures.
- 10.4 The tenant and those who accompany him must use the internet as expected from a responsible and careful internet user. He will refrain from behaviour causing other internet users nuisance or where damage is caused to Z'ANDVILLAS in the broadest sense of the word.
- 10.5 The tenant indemnifies Z'ANDVILLAS against claims by third parties for compensation of damage that these third parties could (in any way) claim on Z'ANDVILLAS, insofar as this claim is based on the use made by the tenant or those accompanying him internet has been created.
- 10.6 In the event of the (insufficient) functioning of the internet via a Wi-Fi network or via the cable in the rented property, the tenant is not entitled to compensation.

11. DEPOSIT

- 11.1 Z'ANDVILLAS charges a deposit of € 250, - / € 300,- to the tenant.
- 11.2 The deposit serves to guarantee damage and / or costs - in the broadest sense of the term word that Z'ANDVILLAS may suffer in the event of non-compliance with the obligations of the tenant and those who accompany the tenant.
- 11.3 If you default on payment of the deposit, Z'ANDVILLAS is entitled to terminate the agreement with immediate effect (cancel).
- 11.4 The deposit or any remainder thereof will be settled after settlement of claims (damage to inventory / accommodation and / or other costs) of Z'ANDVILLAS on the tenant and / or users refunded. Any (further) claims for compensation will be paid by this refund not to be done.

12. CANCELLATION COSTS

- 12.1 In the event of a cancellation of the reservation, the tenant is liable for cancellation costs. These cancellation costs amount to:
 - € 50 administration fee, regardless of the time of cancellation;
 - 50% of the total rental price for cancellations made between 60 and 30 days prior to the agreed arrival date;
 - 90% of the total rental price for cancellations made between 30 and 14 days prior to the agreed arrival date;
 - 100% of the total rental price for cancellations made less than 14 days prior to the agreed arrival date.
- 12.2 The tenant may participate in the cancellation fund simultaneously with the reservation.
- 12.3 If the tenant has not arrived within 24 hours after the agreed arrival date, without prior notification, this will be considered a cancellation, in which case 100% of the rental price is due.

13. CANCELLATION FUND

- 13.1 Participation in the cancellation fund is only possible with a direct booking through Z'ANDVillas. Participation can be added up to 7 days after the reservation, provided this is at least 4 weeks before the agreed arrival date. The costs for participation amount to 5.5% of the rental price with a minimum of € 10 per reserved period.
- 13.2 The cancellation fund provides coverage, provided that sufficient supporting documents are submitted to the satisfaction of Z'ANDVillas, in the following cases:
 - a. death or serious illness of the tenant (COVID-19 is explicitly excluded), their first- or second-degree relatives or housemates;
 - b. complications during pregnancy of the tenant, their first- or second-degree relatives or housemates.
- 13.3 Cancellation under the cancellation fund is only covered if it takes place before or on the day of arrival. The cancellation, together with the required documentation, must be reported to Z'ANDVillas as soon as possible and no later than on the agreed arrival date.
- 13.4 If a cancellation is covered by the cancellation fund, the tenant shall in all cases remain liable for a € 50 administration fee.

14. PRERESERVE

- 14.1 The possibility exists to make a pre - reservation for a period in which the rates and the availability has not yet been published. To this pre-reservation to both tenant and Z'ANDVILLAS, no rights are derived. If the pre-reservation cannot be converted into a definitive reservation, the tenant will never be able to address Z'ANDVILLAS in court.

15. LIABILITY

- 15.1 Z'ANDVILLAS accepts no liability for theft, loss or damage of or to property or persons, of whatever nature, during or as a result of a stay in one of our accommodation, unless there is intent or gross negligence of Z'ANDVILLAS or (one of) her employees.
- 15.2 The use of all facilities and services at the holiday destination is at the risk of the tenant and users.
- 15.3 Z'ANDVILLAS is not liable for damage suffered because the rented accommodation does not meet the requirements or wishes of the tenant.
- 15.4 Z'ANDVILLAS accepts no liability whatsoever for unexpected (construction) activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance caused by, for example, neighbours, cars, agricultural machinery, etc., nuisance caused by pests and environmental problems in the vicinity of the accommodation.
- 15.5 Evident errors or mistakes on its website do not bind Z'ANDVILLAS.
- 15.6 The tenant and users are deemed to be aware of local laws and regulations. Z'ANDVILLAS is not liable for the consequences of a possible violation thereof by the tenant and users.
- 15.7 Z'ANDVILLAS is not liable for damage, injury, theft, personal injury, etc. To the tenant, the user or others in respect of services purchased by the tenant from third party providers, which are offered by these third-party providers via Z'ANDVILLAS, such as bicycle rental, the rental of beach houses, etc. etc. In that context, the tenant shall fully indemnify Z'ANDVILLAS against liability, all this in the broadest sense of the word.
- 15.8 If the accommodation is not used with due diligence or if it is not left in a good condition, and also in the event of, albeit not limited to, excessive pollution, the associated (extra) costs will be charged to the tenant, which the tenant is obliged to pay immediately.

16. CANCELLATION BY Z'ANDVILLAS

- In the event of force majeure or unforeseen circumstances, Z'ANDVILLAS is entitled to cancel the reservation. Unforeseen circumstances and force majeure are understood to mean:
 - a. That the Accommodation is no longer suitable for rental (for example: due to water nuisance, fire or failure of the Accommodation Provider);
 - b. That the Accommodation is no longer available (for example, due to a sudden sale of the Accommodation by the Accommodation Provider, a duplicated reservation or bankruptcy on the part of the Accommodation Provider).

Z'ANDVILLAS will inform the hirer of this immediately, stating the reason, either by telephone or in writing. Z'ANDVILLAS will in this case try to offer an equivalent Accommodation at the same Travel Fee. If no suitable alternative offer can be made, or the Renter does not agree with the alternative offered, Z'ANDVILLAS will refund the Renter the Travel sum already paid in full or in part, without Z'ANDVILLAS being liable to pay any compensation to the Renter.

17. COMPLAINTS

- 17.1 Despite the care and effort of Z'ANDVILLAS you may consider that you have a justified complaint regarding your holiday accommodation and / or the services provided by Z'ANDVILLAS. Complaints about the cleaning of the accommodation must be reported within 2 hours after the accommodation has been entered.
- 17.2 Complaints should first be reported on the spot and directly to the management of Z'ANDVILLAS. Should the complaint not be handled to your satisfaction, you will have the opportunity to file the complaint in writing at the latest 1 month after departure: Z'ANDVILLAS, Duinvallei 21, 4493 MA Kamperland or via info@zandvillas.nl with mention of your reservation number, name and address details and date of stay.

18. APPLICABLE LAW

- 18.1 The agreement between the tenant and Z'ANDVILLAS is exclusively governed by the Dutch law of application.
- 18.2 All disputes that may arise between Z'ANDVILLAS and the tenant in connection with or arising from any reservation or agreement shall be exclusively adjudicated by the court of Zeeland-West-Brabant, location Middelburg, without prejudice to Z'ANDVILLAS' right to summon the tenant to appear before the competent court according to the law or the convention. A dispute exists as soon as one of the parties has informed the other of this in writing.

19. PRIVACY

- 19.1 All data you provide to us will be included in a file. This data can also be used to provide targeted information and offers about our products and services. Your data will not be transferred to third parties. Our privacy regulations apply to the processing of all data.
- 19.2 At your request we will correct, supplement or delete your data.
- 19.3 If you do not appreciate the sending of interesting information or offers, you can let us know by sending a card to: Z'ANDVILLAS, Duinvallei 21, 4493 MA Kamperland or e-mail to info@zandvillas.nl

20. GENERAL

- 20.1 Obvious printing and typing errors do not bind Z'ANDVILLAS.
- 20.2 With these general terms and conditions, all previous publications expire.