

TRAVEL CONDITIONS Waddenreisburo

Article 1: INTRODUCTORY STIPULATION

Article 1, paragraph 1

In these Travel Conditions, the following definitions apply to the terms below:

- A.1 Accommodation provider: the owner of a holiday accommodation who, in the course of his business, in his own name, makes holiday accommodation available to the public through Waddenreisburo.
- A.2 Travel agreement: the agreement through which an accommodation provider binds himself in respect of his counterparty to make the holiday accommodation offered by him available, and to provide additional services and products (if any).
- A.3 Accommodation: bungalow, holiday home, mobile home or caravan and/or other facilities.
- B.1 Traveller: the counterparty of the accommodation provider, or,
 - B.2 the person for whose benefit the trip has been arranged, and who has accepted that agreement, or
 - B.3 the person to whom, in accordance with Article 7 of these conditions, the legal relationship with the accommodation provider has been transferred.
- C. Booking agency: the company that acts as an intermediary between the traveller and the accommodation provider in entering into the travel agreement, being Waddenreisburo.
- D. Website: the website of the booking agency, i.e. waddenreisburo.nl and/or beleaf-dewadden.nl
- E. Working days: monday to friday

Article 1, paragraph 2

These travel conditions apply to all the (travel) agreements entered into through the intermediary services of the booking agency.

Article 1, paragraph 3

Travel agreements can only be entered into with travellers who are over the age of 18. Therefore, travel agreements entered into with people under the age of 18 are not valid.

Article 1, paragraph 4

The travel agreement is exclusively subject to Dutch law.

Article 2: FORMATION AND CONTENT OF THE TRAVEL AGREEMENT

Article 2, paragraph 1

The travel agreement is formed when the booking agency or its authorised representative has sent the electronic confirmation of the reservation. This reservation confirmation will also serve as the invoice for the agreement.

Article 2, paragraph 2

The traveller will provide the information required for entry into and performance of the agreement.

Article 2, paragraph 3

The person who enters into a travel agreement on behalf of or for the benefit of another person is jointly and severally liable for all the obligations that arise from the agreement. If the agreement is entered into by multiple people, they are all jointly and severally liable for all the obligations that arise from the agreement.

Article 2, paragraph 4

The accommodation is only intended for recreational purposes, which means that it is not intended for permanent occupation and/or use. The accommodation made available to the traveller will be of the agreed type and nature, and will be made available for the agreed period and at the agreed price. The composition of the travel party is the responsibility of the traveler. Only the number of persons (and age categories) are relevant to the agreement and must be known to us.

Article 2, paragraph 5

If the booking agency is prepared to process changes, it will have the right to charge the following costs:

- a. the administrative costs attached to this request, amounting to € 15 per booking;
- b. any additional costs charged by the service providers involved in the execution of the trip;
- c. any changes in cleaning costs, tourist tax, deposits, linens, camping fees.

Article 2, paragraph 6

The accommodation provider determines the times at which the traveller may move into and must leave the holiday accommodation. The general guideline for this is: arrival after 3:00 p.m. and departure before 10:00 a.m. If the use of the accommodation and/or camp site and/or other facility is terminated before the agreed date as indicated in the agreement, the traveller will not be entitled to restitution of (part of) the rent and/or costs.

Article 2, paragraph 7

Every accommodation may only be occupied by the number of people as agreed in the travel agreement. Third parties may only make use of the holiday accommodation if the accommodation provider has given his written permission.

Article 2, paragraph 8

The booking agency is not responsible and/or liable for pictures, folders, prices and other information material insofar as this has been issued under the responsibility of third parties. The booking agency is only liable for the information stated on its own websites, Waddenreisburo and Beleef, and only insofar as such information comes from the agency itself.

Article 3: TRAVEL DOCUMENTS

Article 3, paragraph 1

When the booking agency processes the reservation, the traveller will receive the travel agreement, which also serves as the invoice, within two days of applying for the reservation. The traveller must verify the correctness of this document upon receipt. Any inaccuracies must be communicated to the booking agency in writing. If no written inaccuracies are reported within two days of receipt of the travel agreement, the travel agreement/invoice will be deemed to be correct.

Article 3, paragraph 2

If the traveller does not receive an agreement within two days of the reservation, the traveller must contact the booking agency immediately.

Article 4: PRICES

Article 4, paragraph 1

Unless otherwise indicated (hotels, boarding houses), the published prices are per accommodation.

Article 4, paragraph 2

Making use of new price discounts and/or special offers is not possible if the booking agency has already sent out the confirmation of the reservation/invoice.

Article 4, paragraph 3

Unless otherwise indicated, all prices are inclusive of VAT (if applicable).

Article 5: PAYMENT

Article 5, paragraph 1

In confirmation is mentioned when 50% of the total amount has to be paid. The remainder of the total amount must be paid no later than 4 weeks before the start of the trip. Reservations made within 4 weeks of the start of the trip must be paid in full immediately. In the confirmation you will find the payment dates for short term bookings.

Article 5, paragraph 2

Any balance of the travel costs must be paid within the term indicated in the travel agreement. If the traveller fails to pay on time, he will be in default. He will be informed of this by or on behalf of the booking agency, in writing or by email, and will be given five additional days to pay the amount owed, no later than on the day before the arrival. If the traveller still fails to pay, the lessee will not be entitled to move into the holiday accommodation and will continue to owe the balance of the travel costs.

Article 6: CHANGES MADE BY THE TRAVELLER

Article 6, paragraph 1

If the traveller requests that the booking agency amend the travel agreement, making the relevant changes will only be possible if these pertain to the booked holiday accommodation (also see Article 2, paragraph 5). If the traveller wishes to switch to another holiday accommodation or wishes to change the period of the stay, this will be considered a cancellation, and Article 8 will apply.

Article 6, paragraph 2

After formation of the agreement, the traveller may request amendment thereof for up to 8 days after the booking, as long as this is no later than 14 days before the date of arrival. Any amendment requests submitted more than 8 days after the booking will be considered a cancellation, to which Article 8 will apply.

Article 6, paragraph 3

Amendment requests submitted by the booking agency will, where possible, be processed and will, in such case, be confirmed by the booking agency by email or in writing. This is subject to the condition that the traveller pays the amended travel costs in accordance with the conditions of Article 3, after deduction of the sums already paid. In addition, he will be obliged to pay the amendment charges of € 15 per change.

Article 6, paragraph 4

Decisions on the amendment request as described in paragraph 2 will be made as soon as possible. Refusal thereof will be substantiated, and will immediately be communicated to the traveller. The traveller can either uphold the original agreement or cancel it. In the latter case, Article 8 applies. If the traveller does not react to the amendment being refused, the original agreement will be performed.

Article 7: SUBSTITUTION

Article 7, paragraph 1

The traveller can have himself replaced by another person in due time before the start of the trip. In such case, the following conditions apply:

- a. the other party must comply with all the conditions attached to the agreement;
- b. the request must be submitted to the booking agency at least seven days before departure, or at least with enough notice to allow for the required work to be performed;
- c. the conditions of the service providers involved in the performance may not stand in the way of this substitution. With the exception of the relevant personal name being marked as: no longer welcome.

Article 7, paragraph 2

The applicant, the traveller and the person replacing him are jointly and severally liable towards the booking agency for the payment of the outstanding balance of the travel costs, the amendment charges referred to in Article 2, paragraph 5 and any extra costs associated with the substitution.

Article 8: CANCELLATION BY THE TRAVELLER

Article 8, paragraph 1

If a reservation is cancelled, you must arrange this with your insurance company yourself. Please contact the travel agency for the possible alternatives.

Article 8, paragraph 2

You can cancel the reservation, free of charge, within 24 hours of the reservation confirmation drawn up by our office. This only applies to bookings of which the arrival date is more than 2 weeks after the relevant reservation. After 24 hours, cancellation is no longer possible.

Article 9: AMENDMENT, SOMETIMES FOLLOWED BY CANCELLATION BY THE BOOKING AGENCY

Article 9, paragraph 1

The booking agency is authorised to change one or more material aspects of the agreed services due to serious circumstances. Serious circumstances include circumstances, the nature of which is such that the booking agency cannot reasonably be expected to be bound by the agreement any longer. If the cancellation saves the booking agency money, the traveller will be entitled to his share in the amount of the relevant saving.

Article 9, paragraph 2

Where possible, the booking agency must present the traveller with an amendment proposal in the form of an alternative offer within 48 hours (2 working days) of the serious circumstances arising. The traveller may reject the change(s).

Article 9, paragraph 3

The alternative offer must be offered for the booked period, and must be at least equivalent to the original offer. The equivalence of the alternative accommodation must be assessed on the basis of objective standards and on the basis of the following circumstances as are evidenced by the alternative offer:

- a. the location of the accommodation;
- b. the nature and class of the accommodation;
- c. the other facilities offered by the accommodation. In the abovementioned assessment, account must be taken of:
 - I. the particular characteristics of the traveller(s) involved that are known to the booking agency and have been confirmed by it in writing;
 - II. any personal circumstances that were communicated and laid down upon application, and that the traveller(s) indicated were significant.

Article 9, paragraph 4

If the traveller rejects the offer of the booking agency as referred to in paragraph 2, or no such offer is made, paragraph 5 will apply.

Article 9, paragraph 5

The traveller who makes use of his right to reject the change or the alternative offer pursuant to the preceding paragraphs, must communicate this within three working days of being notified of the change. In such case, the traveller will have the right to cancel the agreement with immediate effect. In that case, the traveller will be entitled to remission or restitution of the travel costs (or, if part of the trip has already taken place, to restitution of a proportionate share thereof) within two weeks, without prejudice to any right to compensation within the meaning of paragraph 6 of this article.

Article 9, paragraph 6

- a. If, after arrival of the traveller(s), an important part of the services to which the agreement pertains is not provided or the accommodation provider finds that he will be unable to provide an important part of the services, the accommodation provider will see to it that fitting alternative arrangements are made with a view to continuation of the trip.
- b. The loss for the traveller arising from this change is at the expense of the accommodation provider if, according to the conditions of Article 12, the failure in the performance of the agreement can be attributed to him.

Article 10: LIABILITY AND FORCE MAJEURE

Article 10, paragraph 1

Without prejudice to the conditions of Articles 9, 11 and 12, the booking agency is obliged to perform the agreement according to the expectations the traveller may reasonably have based on the agreement.

Article 10, paragraph 2

If the trip does not go in accordance with the expectations referred to in paragraph 1, the traveller is obliged to inform the parties involved as referred to in Article 15, paragraph 1 of this as soon as possible.

Article 10, paragraph 3

If the trip does not go in accordance with the expectations referred to in paragraph 1, the booking agency is obliged to compensate any loss, unless the failure in the performance cannot be attributed to it, nor to the person it engages in the performance of the agreement, as:

- a. the failure in the performance of the agreement can be attributed to the traveller; or
- b. the failure in the performance of the agreement could not be foreseen or could not be remedied, and can be attributed to a third party not involved in the provision of the services included in the trip; or

c. the failure in the performance of the agreement can be attributed to force majeure as referred to in paragraph 4 of this article.

Article 10, paragraph 4

Force majeure must be understood to be abnormal and unforeseen circumstances that are not dependant on the will of the person invoking the force majeure, and the consequences of which, despite all the precautions, could not be prevented.

Article 11: HELP AND SUPPORT

Depending on the circumstances, the accommodation provider is obliged to provide the traveller with help and support if the trip does not go in accordance with the expectations the traveller may reasonably have based on the agreement. The costs arising from this are at the expense of the accommodation provider, if the failure in the performance of the agreement can be attributed to him in accordance with the third paragraph of Article 12. If the cause can be attributed to the traveller, the accommodation provider is only obliged to provide help and support insofar as this may reasonably be expected of him. In such case, the costs will be at the expense of the traveller.

Article 12: EXCLUSION AND LIMITATION OF LIABILITY OF THE BOOKING AGENCY

Article 12, paragraph 1

If, pursuant to Article 11, the booking agency is liable for the loss suffered by the traveller, its liability will be limited or excluded in accordance with the relevant international treaties, and the payments made by its insurer. The booking agency accepts no liability for loss in respect of which there is a claim to compensation on the basis of a travel and/or cancellation insurance. The booking agency and/or the accommodation provider are not liable for any accident suffered, thefts or loss suffered on the accommodation. The booking agency and/or the accommodation provider are not liable for (extreme) consequences of weather influences and/or breakdowns in the mains services.

Article 12, paragraph 2

If the booking agency is liable towards the traveller for loss of enjoyment of the trip, the compensation will amount to no more than the travel costs.

Article 12, paragraph 3

Without prejudice to the conditions of the preceding paragraphs of this article, the liability of the booking agency will always be limited to the amount its insurer pays out and, in the absence of such a payment, limited to three times the travel costs, unless in the event of wilful misconduct or gross negligence on the part of the booking agency.

Article 12, paragraph 4

The exclusions and/or limitations of the liability of the booking agency as contained in this article also apply to the employees of the booking agency, the travel agency and the service providers involved, as well as to their personnel, unless treaties or the law prohibit this.

Article 13: OBLIGATIONS OF THE TRAVELLER

Article 13, paragraph 1

During his/their stay, the traveller(s) is/are obliged to follow all the instructions of the booking agency and the accommodation provider to support the proper execution of the trip and is/are liable for damage caused by his/their unauthorised behaviour, which will be judged on the basis of the behaviour of a responsible traveller. The traveller is liable for damage to the accommodation caused by his own acts or omissions or the acts or omissions of third parties insofar as it concerns damage that can be attributed to the traveller and/or third parties.

Article 13, paragraph 2

The traveller must move into the holiday accommodation before 23.00 on the day of arrival. Travellers that do not (or cannot) arrive at their holiday address on time are obliged to inform the accommodation provider of this.

Article 13, paragraph 3

The booking agency and/or the accommodation provider can terminate the agreement with immediate effect:

- a. if, despite prior written and/or verbal warnings, the traveller does not comply with the obligations arising from the agreement, the associated information and/or government regulations, or does not comply with these properly;
- b. if, despite prior written and/or verbal warnings, the traveller causes a nuisance and/or ruins the pleasant atmosphere in the immediate surroundings of the accommodation;
- c. if, despite prior written and/or verbal warnings, the traveller uses the accommodation in contravention of the designated use of the accommodation.

Article 13, paragraph 4

Following termination, the traveller must vacate the accommodation quickly, though no later than within four hours of such termination, handing in the items provided by the accommodation provider and/or booking agency (keys, etc.).

Article 13, paragraph 5

In the event of termination as referred to in this article, the traveller will not receive a restitution of the travel costs.

Article 14: INTEREST AND COLLECTION COSTS

Travellers who do not meet a financial obligation in respect of the booking agency on time will owe a 1% interest on the amount owed for every month or part of a month of the delay. In addition, they will be obliged to compensate the extrajudicial collection costs, with a minimum of € 45.40.

Article 15: COMPLAINTS

Article 15, paragraph 1

An established failure in the performance of the agreement as referred to in Article 10, paragraph 2 must immediately be reported to the accommodation provider while on the location, to enable the accommodation provider to provide an appropriate solution. If the failure cannot be remedied within a reasonable term and has a negative effect on the quality of the trip, it must immediately be reported to the booking agency.

Article 15, paragraph 2

If, after that, the failure is still not remedied satisfactorily and is cause for a complaint, the traveller must submit this complaint to the booking agency no later than one month after departure. If this does not lead to a solution either, the traveller has the option within three months of departure to submit the complaint to the court which has jurisdiction according to the law.

Article 16: GENERAL

Article 16, paragraph

Manifest misprints and typesetting errors do not bind Waddenreisburo. These general conditions cause all previous publications to lapse.

Article 16, paragraph 2

All the details you provide to us will be included in a file. This data file will be used for our guest administration. These details may also be used to provide targeted information about and make targeted offers in respect of our products and services.