

# Terms and Conditions (applicable to reservations made on or after 1 November 2025)

## DUTCHEN

DUTCHEN B.V. (hereinafter referred to as *DUTCHEN*) is a professional management and rental organisation of luxury holiday homes, villas, apartments and hotel rooms in unique, small-scale holiday parks along the coast, on the Wadden Islands and near beautiful nature areas. DUTCHEN is located at Bingerweg 8, 2031 AZ Haarlem, and is registered under Chamber of Commerce number 93646135. The telephone number is +31237410061

## Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

1. *Tenant*: a (natural or legal) person who rents or wishes to rent Accommodation from DUTCHEN's range.
2. *Co-tenant*: a person specified by the Tenant who stays in the Accommodation together with the Tenant.
3. *Reception/Manager*: the person who performs management tasks for the Accommodation on behalf of the Owner.
4. *Third parties*: any other natural or legal person other than DUTCHEN or the Tenant.
5. *Owner*: the rightful owner of an Accommodation (or their representative) who has offered DUTCHEN to rent out the Accommodation.
6. *Reservation*: a reservation for an Accommodation, accepted by DUTCHEN.
7. *Accommodation*: a holiday home, villa, apartment, hotel room or other accommodation offered for rent by DUTCHEN.
8. *Stay*: the actual use of an Accommodation.
9. *Group Reservation*: a group reservation of at least 3 Accommodations offered by DUTCHEN and accepted by the Tenant, confirmed in writing.

## Article 2 - Applicability of general terms and conditions and amendment clause

1. These general terms and conditions apply to all offers and quotations from, agreements with, deliveries and services provided by DUTCHEN. Deviating clauses, agreements or arrangements only apply if and insofar as DUTCHEN has confirmed them in writing. The applicability of any general terms and conditions or provisions of a Tenant is expressly excluded. These general terms and conditions prevail over the terms and conditions declared applicable by any intermediary, including online travel websites.

DUTCHEN is entitled to unilaterally amend provisions of these general terms and conditions if DUTCHEN has a compelling interest in doing so. Once these have been communicated to the Tenant, the amendments shall apply between DUTCHEN and the Tenant.

2. These general terms and conditions have been translated from Dutch into other languages. In the event of any discrepancies between the Dutch text and any other

language into which these general terms and conditions have been translated, the Dutch text shall prevail.

### Article 3 - Conclusion of an agreement

1. DUTCHEN only accepts reservations from persons aged 18 or older.
2. DUTCHEN reserves the right at all times to refuse deviating Reservations – in particular from groups – without stating reasons or to impose special conditions on them.
3. An agreement between DUTCHEN and the Tenant is concluded at the moment that DUTCHEN has confirmed the Reservation to the Tenant in writing.
4. DUTCHEN advises the Tenant that Reservations made by the Tenant are legally binding. The right of withdrawal does not apply to services/agreements with DUTCHEN. These services/agreements constitute an exception to the Distance Selling Act and are therefore not eligible for a 14-day right of withdrawal (also known as a 'cooling-off period').

### Article 4 - Prices and rates

1. The Tenant is liable for the rental price as stated in the reservation confirmation/invoice. After confirmation of the reservation by DUTCHEN, no further use can be made of subsequent price reductions and/or special offers. Rental prices are starting prices including VAT and mandatory additional costs, excluding optional additional costs.
2. The mandatory additional costs consist of local fees set by and on behalf of the government (the so-called park fees) and supplementary costs such as reservation costs, cleaning costs, costs of bed linen, towels and kitchen towels, and a general surcharge for the replacement of small inventory items as a result of use, wear and tear, and breakage.
3. Optional additional costs include, for example, the costs of cancellation insurance and the costs of additional items.
4. The prices and rates applicable at any given time are stated exclusively on the rental labels used by DUTCHEN.
5. DUTCHEN reserves the right to implement price increases resulting from interim legal regulations/provisions over which DUTCHEN has no influence (including VAT, tourist tax and insurance tax).

### Article 5 - Payment terms

1. **NON-REFUNDABLE RATE:** Payment of the total rental price including additional costs as indicated on the invoice must be made immediately after making the Reservation.
2. **FLEXIBLE RATE:** For arrival dates more than 55 days in advance, the Tenant must pay a 50% deposit immediately after making the reservation. The remaining 50% must be received by DUTCHEN no later than 6 weeks before the arrival date. For Reservations made within 6 weeks of arrival, payment must be made immediately and in one instalment.

3. The Tenant will only be granted access to the Accommodation after DUTCHEN has 100% certainty that full payment has been received. To this end, DUTCHEN may request the Tenant to provide proof of payment.
4. In the case of payment by bank transfer, the date of payment is the date on which the amount is credited to DUTCHEN's bank account. DUTCHEN is always entitled to demand security for payment both before and after the conclusion of the agreement, subject to suspension of the execution of the agreement until the security has been provided; all this without prejudice to DUTCHEN's right to performance, compensation and/or total or partial cancellation, all this without any judicial intervention and without DUTCHEN being liable for any compensation.
5. If the payment conditions set out in this article are not met – and in particular if DUTCHEN has not received the amount due within 5 days after payment is due – DUTCHEN reserves the right to cancel the Reservation and offer the Accommodation for rent again. The Tenant is liable for any costs and/or damage incurred as a result of such cancellation. The cancellation conditions of Article 7 (Cancellation Conditions) apply in full.

#### Article 6 - Cancellation by the Tenant

1. If the Tenant, for whatever reason, proceeds to cancel an agreement entered into and has not taken out cancellation insurance through DUTCHEN, cancellation costs may be payable.
2. The cancellation conditions for the Flexible rate are as follows:
  - a. A specific cancellation period is stated in the booking confirmation. If cancellation is made before this specific period, no cancellation fees will be charged.
  - b. If the Tenant cancels after the specific period, cancellation fees will be charged. These fees amount to 100% of the rental price plus the reservation fees.
3. In the event of cancellation at the Non-refundable rate, cancellation fees will be charged. These fees amount to 100% of the rental price plus the reservation costs.
4. If the Tenant has taken out cancellation insurance through DUTCHEN and cancels for a reason valid under the insurance, the Tenant can claim a refund from the insurance in accordance with the terms and conditions of the cancellation insurance.
5. In the event that the Tenant and Co-tenants are unable or unwilling to use the Accommodation themselves, the Tenant has the option of proposing a replacement tenant. If DUTCHEN agrees to this, the rights and obligations under the agreement will be transferred to the replacement tenant after written confirmation by DUTCHEN.
6. For Group Reservations, the cancellation conditions stated in the group offer apply.

#### Article 7 - Cancellation by DUTCHEN

DUTCHEN is entitled to cancel the Reservation without notice of default or intervention by the court if:

- a. at the start of the rental period, the full rental price has not been paid in accordance with the payment obligations stated in Article 5 (Payment Terms);  
or
- b. the Tenant has failed to comply with one of the obligations referred to in Article 9 (Rights and Obligations of the Tenant).

#### Article 8 - Rights and obligations of DUTCHEN

1. DUTCHEN is only bound by the agreement after receipt of the (down) payment.
2. DUTCHEN undertakes to deliver the rented property to the Tenant at the agreed time, clean and in good condition.
3. DUTCHEN may inspect the rented property at any reasonable time.
4. DUTCHEN reserves the right – if circumstances reasonably so warrant – to make changes to the regulations, layout and opening hours of the facilities of the parks, including their complete or partial closure, without the Tenant being entitled to compensation.

#### Article 9 - Rights and obligations of the Tenant

1. If the Accommodation has a physical key, the following applies: unless otherwise specified in the booking confirmation or in the arrival information provided by DUTCHEN, the Tenant must collect the keys to the Accommodation from Reception or the Manager upon arrival within the times stated on the relevant park page. If arriving outside the specified times, the Tenant must notify DUTCHEN no later than 4 p.m. on the day on which the rental period begins that they wish to move into the rented property at a later time.
2. If the Accommodation has a digital key, the following applies: the digital key will be sent to the Tenant digitally no later than the morning of the day on which the rental period begins. The digital key will be activated from the check-in time as stated on the relevant park page, unless otherwise specified in the booking confirmation.
3. The Tenant must have vacated the Accommodation by the time stated in the booking confirmation at the latest. If the Tenant leaves later than the specified time, the Tenant must immediately pay an additional amount charged by DUTCHEN, including for any damage or additional costs incurred by DUTCHEN or third parties as a result of the late departure.
4. The Tenant must behave as a good Tenant and use the Accommodation in accordance with the reasonable instructions for use provided by DUTCHEN or the Reception/Manager and the house rules.
5. The Tenant must comply with the House Rules at all times. Any hospitality services are subject to the Uniform Conditions for the Hotel and Catering Industry, which Tenants must comply with if they make use of these services.
6. The Tenant must use bed linen on beds and is not entitled to use beds without sheets.
7. The tenant may not allow third parties to use the Accommodation, nor may they allow more people to stay overnight than agreed in the reservation, unless with the written consent of DUTCHEN.

8. Pets may only be brought along if this has been agreed in the Reservation. If this is not the case, refusal of the pet or rebooking to another Accommodation may result.
9. The tenant shall use the rented property exclusively as a holiday home and may not use it for professional or business purposes.
10. For Reservations for business purposes, DUTCHEN applies a rule of 1 guest per bedroom for privacy reasons.
11. Smoking is not permitted in the Accommodation. If this is found to be the case, a fine of at least EUR 250 will be charged. If additional cleaning or repairs are required, EUR 500 will be charged plus the actual costs for odour and damage remediation.
12. It is prohibited to use any appliances for cooking or washing purposes in the Accommodation other than those provided or installed by DUTCHEN.
13. The Tenant is prohibited from causing nuisance to other residents of the park by making music or noise.
14. It is not permitted to stay in the Accommodation with youth groups. DUTCHEN reserves the right to refuse or remove youth groups in the event of nuisance, without the Tenant being entitled to a refund, settlement or compensation.
15. The Tenant undertakes to park vehicles in the designated areas. Parking in gardens and on lawns is prohibited.
16. Upon departure, the Tenant must leave the Accommodation in a decent condition, i.e. swept clean. Items present in the Accommodation must always be returned to their original place (as on arrival). Crockery must be washed and stored in the designated place, the kitchen and refrigerator must be left clean and rubbish must be disposed of in the designated container. The Reception/Manager is entitled to carry out a final inspection immediately after departure. If the Reception/Manager finds that one or more items have not been returned to their original place, or if the Accommodation is not swept clean or is otherwise not in order, the Reception/Manager is entitled to charge the Tenant additional (cleaning) costs.
17. The Tenant shall ensure that Co-tenants and/or visitors also comply with the obligations set out in this article.
18. In the event of a violation of one or more of the obligations referred to in points 1 to 17 of this article, DUTCHEN reserves the right to remove the Tenant and Co-tenants, without the Tenant being entitled to a refund, settlement or compensation.

## Article 10 - Damage

1. The Tenant is deemed to have accepted the rented property and its contents without damage, unless he has lodged a complaint with DUTCHEN within 2 hours of moving into the Accommodation. Insofar as the Tenant is not liable for the damage, DUTCHEN will endeavour, insofar as this can reasonably be expected of it, to repair the damage within 2 working days of the report being made. The Tenant is not entitled to a discount, settlement of rent or compensation in any other way.
2. The Tenant is liable for damage caused by him or his Co-tenants to the Park or to the Accommodation or the items present therein (such as, but not limited to, furnishings and inventory). This also applies to the loss of any of these items.

3. The Tenant must report any damage immediately to the Reception/Manager. Repair or replacement costs must be reimbursed by the Tenant immediately to the Reception/Manager upon first request.
4. If, after the end of the stay, the Reception/Manager or DUTCHEN discovers damage or loss (e.g. of inventory) for which the Tenant has not complained, this damage will be considered to have been caused by the Tenant during their rental period.

#### Article 11 - Liability of DUTCHEN

1. DUTCHEN is only liable for direct damage resulting from an attributable failure to fulfil its obligations under an agreement or on any other legal basis. DUTCHEN's total liability is limited to the amount paid out under its liability insurance. If the insurance does not pay out, DUTCHEN's liability is limited to the amount of the rental price.
2. DUTCHEN is not liable if a failure is the result of force majeure. Force majeure applies if DUTCHEN – in addition to the cases provided for by law – is unable to fulfil its obligations due to circumstances beyond its control, including government measures, strikes, fire, floods or epidemic diseases (such as COVID).
3. If a reserved Accommodation is unavailable due to force majeure or unforeseen circumstances, DUTCHEN has the right to terminate the agreement in whole or in part, without being liable for any compensation. DUTCHEN will inform the Tenant of this as soon as possible. If possible, DUTCHEN will in this case provide the Tenant with equivalent replacement accommodation, at DUTCHEN's discretion. In this case, the Tenant is not entitled to compensation or a discount.
4. The use of the Accommodation and all facilities and services at the park (including the playground, swimming pools and wellness centre) is at the risk of the Tenant, any Co-tenants and Third Parties. DUTCHEN is not liable for loss, injury, theft or damage to property belonging to the Tenant, Co-tenants or Third Parties.
5. DUTCHEN is not liable for nuisance caused by Third Parties, including unexpected construction activities in the vicinity of the Accommodation, work on access roads, noise nuisance caused by, for example, neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance caused by vermin or environmental problems in the vicinity of the Accommodation.

#### Article 12 - Product description

1. DUTCHEN guarantees the accuracy of the description of the Accommodation. The description and impressions of the Accommodation and its immediate surroundings, including amenities, facilities and recreational opportunities, may differ slightly from the description on the DUTCHEN website due to their nature or due to interim changes, seasonal influences or other factors. No rights can be derived from this by the Tenant. The Tenant is not entitled to compensation or a discount
2. Obvious errors or mistakes in the description or prices of Accommodations are not binding on DUTCHEN. DUTCHEN is not liable for damage resulting from interim changes in the information or prices or for printing and typesetting errors.
3. When the Tenant makes a definitive Reservation via one of DUTCHEN's rental labels, the email address and telephone number used for this purpose will be added to

DUTCHEN's database. The Tenant will receive emails and/or tekst messages regarding the Reservation, as well as newsletters, special offers and travel tips for a future holiday with DUTCHEN.

### Article 13 - Complaints

During the stay in the Accommodation, complaints must first be reported to the Reception/Manager of the park concerned.

If, after consultation with the Reception/Manager and DUTCHEN, a complaint cannot be resolved on site to the satisfaction of the Tenant, the Tenant must send the complaint in writing to DUTCHEN at [info@dutchen.com](mailto:info@dutchen.com) within thirty days of departure from the Accommodation. After the aforementioned period, all possible claims of the Tenant will lapse.

### Article 14 - Applicable law and dispute resolution

1. All legal relationships to which these general terms and conditions apply are governed by Dutch law, with the exception of Dutch private international law and the Vienna Sales Convention.
2. All disputes shall be submitted exclusively to the competent court of the district of North Holland.