

GROEPSACCOMMODATIES NEDERLAND- CONDITIONS



These GROEPSACCOMMODATIES NEDERLAND – conditions have become effective since 1 January 2017. These conditions are applicable to all agreements concerning the use of group accommodations. The Dutch version is valid. In the event of any inconsistency between the English version of these conditions and the Dutch version, the Dutch version shall govern.

Article 1: Definitions

In these conditions the following definitions apply:

- a. **group accommodation:** the total or part of buildings and/or accommodation with all inventory and belongings;
- b. **owner:** the company, institution or association that offers the accommodation;
- c. **contracting party:** the person who signs the agreement on behalf of a group;
- d. **group:** the company of individuals who are entitled to stay at the accommodation;
- e. **group members:** those who make up the group;
- f. **agreed price:** the amount paid for the use of the group accommodation; what is or is not included in the price should be put in writing;
- g. **costs:** all costs for the owner connected with conducting this recreational business;
- h. **information and / or rental rules:** written or electronically communicated data and / or rules concerning use of and staying at the group accommodation;
- i. **cancellation:** the written cancellation of the agreement by the contracting party before the effective date of the stay;
- j. **arbitration committee:** Arbitration committee group accommodation Netherlands (Geschillencommissie Groepsaccommodaties Nederland), care of geschil@groepsaccommodaties-nederland.nl;
- k. **a dispute:** whenever a complaint addressed to the owner by the contracting party has not been solved to the satisfaction of the parties involved.

Article 2: Contents of agreement

1. The owner puts the agreed group accommodation at the disposal of the group for recreative and / or business purposes for the agreed period and price.
2. It is the owner's obligation to supply the contracting party with the written information on which this agreement is also based beforehand. The owner will always notify the contracting party of any changes in these matters in writing in time.
3. If the information substantially deviates from the information supplied at the start of the agreement, the contracting party has the right to cancel the agreement without cost.
4. The contracting party is under obligation to observe the agreement and the rental rules and sees to it that the group members observe these as well.
5. If the contents of the agreement, of the information and / or of the rental rules contradict these conditions, the GROEPSACCOMMODATIES NEDERLAND – conditions will apply. Nevertheless the contracting party and the owner can make individual additional agreements that deviate from these conditions in the interest of the contracting party.
6. The owner will assume that the contracting party accepts this agreement with the consent of the group members.
7. The contracting party is obliged to supply the owner with a list of group members on the day of arrival at the latest.

Article 3: Duration and termination of the agreement

The agreement will end by operation of law at the end of the agreed period without any notice.

Article 4: Price and price change

1. The price is agreed upon on the basis of the current rates, determined by the owner.

2. Should extra costs arise after determination of the agreed price, through an increased burden on the part of the entrepreneur as a result of a change in charges and / or taxes, that are directly related to the accommodation or the contracting party and / or the group members, these can be charged to the contracting party, even after the agreement has been signed.

Article 5: Payment

1. The contracting party has to make payment in euros unless otherwise agreed.
2. If, despite a previous written reminder, the contracting party fails to reasonably fulfil his financial obligation within a period of two weeks, the owner has the right to terminate the agreement with immediate effect, notwithstanding the right of the owner to payment of the full amount due.
3. If on the day of arrival the owner has not received the full amount due, he has the right to deny the contracting party and the group members access to the group accommodation, notwithstanding the right of the owner to payment of the full amount due.
4. All extrajudicial expenses reasonably incurred by the owner after default will be charged to the contracting party. If the full amount has not been paid in time, the statutory interest percentage to the amount still due will be charged after a written demand.

Article 6: Cancellation

1. In case of cancellation the contracting party pays the owner compensation. This compensation amounts to:
 - In case of cancellation more than twelve months before the effective date, 10% of the agreed price
 - In case of cancellation within twelve to six months before the effective date, 30% of the agreed price
 - In case of cancellation within four to six months before the effective date, 70% of the agreed price
 - In case of cancellation within two to four months before the effective date, 80% of the agreed price
 - In case of cancellation within two months before the effective date, 95% of the agreed price
 - In case of cancellation on or after the effective date, 100% of the agreed price .
2. In case of cancellation of the agreement, which has been signed by or on behalf of a person who is not a legal person or a company, the compensation will have to be repaid proportionally after deducting administration costs if the group accommodation is booked by a third party for the same period of time or part of it. In all other cases the compensation will be repaid proportionally after deducting administration costs if the group accommodation is booked by a third party for the same period of time or part of it, recommended by the contracting party and with written permission of the owner

Article 7: Use by third parties

1. Use of the group accommodations by third parties is only allowed if the owners has given written permission.
2. Conditions can be laid down for this permission, which will have to be put in writing beforehand.

Article 8: Premature departure of contracting party

The contracting party will owe the owner the total agreed amount.

Article 9: Interim termination by the owner and eviction in case of a non-accountable shortcoming and / or wrongful act

1. The owner has the right to terminate the agreement with immediate effect:
 - a. If the contracting party and / or group members does not or do not properly observe the obligations in the agreement, the rental rules as stated in the information and / or government regulations, despite advance written warning, in such a way that according to standards of reasonableness and fairness the owner cannot be demanded to continue the agreement;
 - b. If the contracting party and / or group members, despite advance written warning, causes / cause disturbance or spoils / spoil the atmosphere on or near the premises;
 - c. If during the use of the group accommodation the contracting party and / or group members, despite advance written warning, acts / act in breach of proper purpose of the premises;
2. If the owner wants an interim termination of the agreement and eviction, he has to notify the contracting party by way of a personally handed letter. In this letter the possibility of presenting the dispute to an arbitration committee will have to be pointed out to the contracting party. In urgent cases the written warning can be omitted.
3. If the contracting party is of the opinion that the owner has wrongly terminated the agreement, he will have to notify the owner immediately and present the dispute to the arbitration committee 30 days after the eviction at the latest.
4. After termination the contracting party has to make sure that the group accommodation is cleared and that the group or the group members concerned have left the premises without delay but not later than within 4 hours.
5. If the contracting party fails to clear the group accommodation, the owner is entitled to clear it at the contracting party's expense.
6. In principle the contracting party will be liable to pay the agreed amount.

Article 10: Laws and regulations

1. The owner makes sure that both the inside and the outside of the group accommodation meet all environmental and safety requirements (that may be) prescribed by the authorities at all times.
2. The contracting party and the group members have to strictly observe all safety regulations that apply to the group accommodation. Furthermore the contracting party and the group members will see to it that third parties visiting them or staying with him / them will strictly observe all safety regulations that apply to the premises.

Article 11: Maintenance and construction

1. The owner has to keep the group accommodation and central and central facilities in a good state of repair.
2. The group has to keep the group accommodation and the premises in a similar state during the period of the agreement.
3. The contracting party and the group members are not allowed to dig, cut trees, trim bushes or perform any such activities on the premises of the group accommodation.

Article 12: Liability

1. The owner's legal liability for other than personal injury or death is limited to maximum of €455.000,- per event. The owner needs to be insured against this.
2. The owner is not liable in case of accidents, theft or damage on his premises unless this is caused by failures he can be blamed for.
3. The owner is not liable for the consequences of extreme weather conditions or other forms of force majeure.
4. The owner is liable for failures of utilities unless they can recourse to force majeure.
5. If the rented group accommodation has been destroyed or cannot be used temporarily, outside the owner's control, the owner and the contracting party are entitled to terminate the agreement. If the destruction or temporary state of disuse is to be blamed on the owner, the contracting party can claim compensation.

6. 6. The contracting party is liable to the owner for damage caused by his own actions and / or neglect or by (one of) the group members, in so far that it is damage the contracting party or (one of) the group members can be blamed for.

Article 13: Dispute settlement

1. The contracting party and the owner are bound by rulings of the arbitration committee.
2. Dutch law applies to all disputes relating to the agreement. It is exclusively either the arbitration committee or a Dutch judge that has the authority to take note of these disputes.
3. In case of a dispute concerning the realisation or the implementation of this agreement the dispute will have to be submitted to the arbitration committee no later than 12 months after the date on which the contracting party filed the complaint with the owner in writing or any other form as determined by this committee. If the owner wants to submit a dispute to the arbitration committee, he will have to ask the contracting party to decide whether or not he wants to come to the arbitration committee. At the same time the owner has to announce that he will feel free to submit the dispute before a court after the aforementioned deadline has expired. In instances where the GROEPSACCOMMODATIES NEDERLAND - conditions mention the arbitration committee a dispute can be submitted to a court. If the contracting party has submitted the dispute to the arbitration committee the owner is bound to this option.
4. For the way disputes are dealt with reference is made to the 'Reglement Geschillencommissie Groepsaccommodaties Nederland' (Dispute GROEPSACCOMMODATIES NEDERLAND regulations). The arbitration committee has no authority to deal with a dispute concerning illness, injury, death or non-payment of an invoice based on a non-material complaint.
5. For handling disputes a fee will have to be paid.

Article 14: Changes

Changes in the GROEPSACCOMMODATIES NEDERLAND – conditions can only be made in agreement with the Stichting Groepsaccommodaties Nederland (GROEPSACCOMMODATIES NEDERLAND Foundation).