

Good agreements make good fiends

General Conditions Opnoordbeveland.nl

These General Terms and Conditions apply to all reservations and agreements concluded between the proprietor of the accommodation and the tenant/guest. This includes in any case, though not exclusively, the stay at the **accommodation** and the use of facilities. In addition to these General Conditions, there are supplementary house rules of the accommodation which apply equally to the agreement, and belong to and form an integral part of these General Conditions.

- All Users are obliged to comply with the General Conditions and the house rules. All users are obliged to strictly observe the rules and regulations and follow any instructions given by the owner.

The owner reserves the right to make(interim) changes to the General Conditions and/or house rules.-

- **We**, the **owner/lessor**, may appoint a **representative/caretaker** to act on our behalf.

- **You**, the **tenant/lessee**, (by which we mean: the person with whom we have entered into the tenancy agreement) are responsible for consulting these general terms and conditions, (which can be found on the website www.opnoordbeveland.nl or are available through the owner/caretaker) and making them known to all **users** (by which we mean: your fellow travellers, fellow tenants, any guests)

1. Conditions of admittance.

- The accommodation, specified in the agreement, is made available to the tenant for recreational purposes for an agreed period.(i.e. not for of permanent residence). The tenant thereby derives the right to use the accommodation of the designated persons. The agreement will terminate by operation of law upon expiry of the agreed period without any notice of termination being required

- Users are obliged to have a permanent place of residence elsewhere. Not having a permanent home address is the responsibility of the tenant and can never be held against the us. Using the rented accommodation for any purpose (e.g. commercia, industrial, artificial purpose) other than its intended recreational purpose is prohibited.

- If there are fewer people finally in the accommodation than reserved, there will be no reduction in the rental.

-The maximum number of persons of the reservation may not be exceeded, unless explicitly agreed with us. This however involves extra costs.

-The rented Accommodation may not be transferred to third parties without the prior written permission of the proprietor.

- the administration of the owner is decisive in the event of a mutual disagreement unless the users can prove otherwise

2. Reservation & Payment

- After receipt of your application for reservation (by e-mail, post or telephone) you will receive as soon as possible our acknowledgement of receipt from us by e-mail or post. This acknowledgement/agreement is also the invoice.

- In this letter/mail, we will give you all payment details.

- The deposit for each reservation is 30% of the total amount of the invoice (unless otherwise agreed in individual cases) and has to be in our possession within 10 days after you receive the invoice. After we have received the deposit, the reservation is confirmed. If this deposit is not made within 10 working days of sending the confirmation, the reservation will be cancelled

- It is understood, that you automatically accept the general conditions and all confirmation details of the reservation /agreement when you make the booking and payment for our accommodation .

- The balance of the invoice must be paid not later than 8 weeks before the start of the rental period. Unless otherwise stated

- In case of reservations within 8 weeks before the start of the rental period the total amount has to be paid immediately after receipt of the invoice.

- The total amount has to be paid before the accommodation can be occupied.

3. Arrival and departure times:

- Generally, you can check in between 3 p.m. and 7 p.m. and check out before 10 a.m. Other times can be arranged in consultation. Please do not arrive earlier or depart later than these times. This gives us enough time to ensure that every guest has a clean accommodation to enjoy.

- If you arrive later or you depart earlier, for whatever reason, there will be no refund.

- You are expected to inform us if you are unable to arrive in time. If you have not arrived within 24 hours of the agreed date without contacting us, this will be considered a cancellation

- An extra night will be billed for any departure after these times!

- On their first visit, tenants and users are required to present identification at check-in. If they are unable to present identification, access may be denied.

4. Deposit and damage

For first-time bookings we can ask you to pay, on arrival, in cash a damage deposit. The deposit will be repaid at the end of your stay, less any necessary deductions. (e.g. Costs' for cleaning, extra heating, damage)

5. Cancellation

It may happen that the holiday has to be cancelled due to unforeseen circumstances. In most cases there are costs associated with the cancellation or change. After cancellation you will receive a cancellation note. This contains the costs of the cancellation, which you can send to your travel insurance

In the event of a cancellation, you are obliged to pay cancellation costs. The date of receipt determine the amount of the costs.

- When a cancellation takes place more than 8 weeks before the start of the rental period, your reservation will be cancelled. There will be no costs.

- When cancellation takes place 8 to 4 weeks before the start of the rental period, you will be liable to pay 50% of the total amount of the invoice.

- When the cancellation takes place 4 weeks or less before the start of the rental period, you will be liable to pay 100% of the invoice. This also applies to absence without notice.

- Restitution of (a part) of the rental price can only occur if we are able to make another booking in the same rental period. You can also (only in consultation with us) transfer the reservation to a third party

- When the official website of the Dutch government or your government announce that your holiday here in Zeeland cannot go ahead (A closed border or negative travel advice to Zeeland) we offer you the flexibility to a free annulation or to rebook your vacation to another period. If the new desired booking period is more expensive than the original holiday period, you will have to pay this difference.

6. Content, duration and termination of the agreement

- The owner/representative is entitled to take all necessary measures to maintain peace, order and cleanliness in the accommodation, and may warn any person (or all users), verbally or in writing, who behave inappropriately towards us or the neighbours or who violates the terms and conditions or house rules, to comply with them. Or, if necessary, remove them from the accommodation immediately (without further notice, without stating reasons) and terminate the agreement immediately.
- In the case of criminal actions he will call on the forces of law and order.
- If we are unable to fulfil the agreement, in part or in full, owing to circumstances beyond our control then we are entitled to cancel the reservation. Due to unforeseen circumstances and force majeure, this includes:
- that the accommodation is no longer suitable for rental (e.g. due to flooding, fire or default of the accommodation provider)
- that the accommodation is no longer available (e.g. due to sudden sale of the accommodation, a bankruptcy of the owner or a double-placed reservation)
- We will submit a proposal to you for an Amendment. This proposal may be rejected. You are deemed to have accepted the proposal if you don't reject the proposal in writing within 14 days after the date stated on the proposal. If you refuse the proposal we will provide a full refund of monies paid. We will not be held liable for restitution of any loss.

7. Linen

You can bring your own bedlinen and towels. There is also a possibility for bedlinen and towel rental.
Kitchen towels in the accommodation are included. Rented towels may only be used inside the accommodation)
Beds, cushions and duvets may only be used fitted with covers/bed linen.

8. Tourist tax

We are obliged to bill you with this tax by our community. The amount is calculated per person per night.

9. Domestic animals /Pets

Domestic animals are allowed by prior agreement (vaccinated, treated for fleas and parasites and meet the health and vaccination requirements that apply in the Netherlands). We trust that you will always keep an eye on your animal and never leave it alone in the accommodation, even if it is locked in. For hygiene reasons, your pet is not allowed on the furniture/beds under any circumstances. Please remember to bring your pet's blanket, basket or crate so that it has its own place to sleep. Do not allow your dog to urinate on the plants around the property. It attracts, unfortunately, other dogs to urinate.

10. Energy and water:

All prices include the normal level of use of hot water and electricity. We ask you to be energy and water conscious.
(e.g. by going outside: turn off the light and lower the heating). We reserve the right to request an additional surcharge for unforeseen price increases in energy prices or excessive consumption.

- taking and using electrical appliances that use a lot of energy (e.g. heater) are not allowed

11. Accommodation: State of accommodation and nature of use

- We have made every effort to ensure the accuracy of the property description, as well as other registered/attached information. All information is given in good faith and believed correct. We cannot accept responsibility for any mistakes on our internet site, on the brochures and on our price lists, which have been compiled in good faith.
- Notwithstanding the extremely meticulous construction of the accommodation we cannot accept responsibility for inconveniences due to unforeseen circumstances through no fault of ours and/or unbeknown to us..
- The user shall treat the accommodation and its contents with care and undertakes to leave the accommodation and its contents undamaged, clean and tidy upon departure.
- In the event of improper use or improper leaving of the accommodation, including but not limited to excessive soiling, additional costs will be charged, which you are obliged to pay immediately

12. Claims / Liability

- You are obliged to have a civil liability insurance.

We very strongly advise you to take out both travel insurance and cancellation insurance.

- We cannot accept any liability, claims or responsibility for loss or theft, neither for injuries, damages or inconveniences, in whatever form and originating from whatever cause arising from your stay (or the stay of other users), on the accommodation in general, arising from the use of the on site facilities/games/equipment or arising from your participation in an (by third party) organised activity/workshop. Unless it was done on purpose or through a gross mistake by us.

We decline all liability and claims for facilities and/or amenities that are out of order and/or out of use and also for bad service and/or mistakes, errors made by third parties.

- we accept no liability for inconvenience or nuisance caused by third parties outside the responsibility of the owner. Such as unexpected (construction) activities near the reserved accommodation, work on access and /or main roads, noise pollution from e.g. neighbours church bells, cars, nuisance from pests and environmental problems in the vicinity of the accommodation.

-Any damage caused to the accommodation by the tenant, co-users or pets must be reported by the main tenant before departure and must be paid at the owner for immediately

13. Privacy statement:

Only the information (name and address) which you have voluntarily provided on behalf of your reservation are collected and temporarily stored by us. We do not sell, lend, lease or hire our client lists, or any information related to these lists, to third parties. Unless we are forced by law, unless situations in which urgent help is needed, unless in situations when we call the police (e.g.: by a misbehaviour against our house rules, by suspicion of misuse and offence)

A reference to the owner's privacy statement can be found on the website <https://www.opnoordbeveland.nl/en/privacy-conditions/>

14. Applicable Laws and Disputes

For this agreement is governed by Dutch law. This document is a translation of the original Dutch "algemene voorwaarden" and is provided for information purposes only. In the event of any discrepancy between this version and the original, only the Dutch version shall be considered valid.

These general terms and conditions supersede all previous publications of general terms and conditions.

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