

06 February 2018

## **Vekabo terms of delivery for group accommodation**

These Vekabo terms of delivery were adopted by the management board of Vekabo Nederland on 06 February 2018 and they come into effect on 01 March 2018. These terms of delivery apply exclusively to Vekabo members when the contract of the proprietor with a group explicitly refers to these Vekabo terms of delivery. 06 February 2018.



### Article 1: Definitions

In these terms of delivery, the following terms are defined as stated below:

- a. accommodation: the total of or part of buildings, vessels and/or accommodation with all accessories, furnishings, fittings and objects included in the rental;
- b. proprietor: the business, organisation or Foundation that makes the group accommodation available;
- c. contracting party: the person who concludes the contract with the proprietor for himself or on behalf of a group;
- d. group: all the individuals who are entitled to stay at the accommodation by virtue of the contract. If this group claims the exclusive right to the accommodation, a group exists;
- e. standing orders: rules about the use of and the stay on, around and in the accommodation;
- f. complaints protocol: if a group has a complaint that cannot be resolved with the Vekabo proprietor in question, the group can submit the complaint to Vekabo Nederland (info@vekabo.nl). VeKaBo Nederland will process this complaint in accordance with its complaints protocol. This complaints protocol forms a part of the Standing Orders of Vekabo Nederland.

### Article 2: Content of the contract

1. The proprietor makes the agreed accommodation available for the agreed purpose or purposes, for the agreed period.
2. The contract is concluded on the basis of the information, brochures and/or other advertising material made available to the contracting party by the proprietor.
3. The contracting party is obliged to provide the proprietor with a list of group members no later than the day of arrival.

### Article 3: Reliability and safety

The proprietor guarantees the reliability and safety of the accommodation made available, which meets the conditions of the utility company in question, as well as relevant legislation, unless he can invoke force majeure.

### Article 4: Prices and price change

1. The agreed price includes the costs for mains services and other associated costs, with the exception of tourist tax, unless specified otherwise beforehand.
2. If after the price has been set, there is an increase in the tax burden on the part of the proprietor and this results in additional costs due to changes to taxes, levies or other charges that also relate to the contracting party, they can be passed on to the contracting party.
3. In the case of floating accommodation, additional costs may be charged to the contracting party. These additional costs must be announced to the contracting party in advance and they must be mentioned in the contract.

### Article 5: Payment

1. The contracting party must make his payments in Euros in accordance with the agreed payment terms. The total amount must have been received by the proprietor no later than the day of arrival, unless agreed otherwise.
2. If despite a prior written warning, the contracting party fails to fulfil his payment obligation, the proprietor is entitled to terminate the contract with immediate effect in accordance with the provisions of paragraphs 3 and 4.
3. If the proprietor cancels the contract, he has to announce this to the contracting party in a registered letter or a letter presented in person, reminding the holidaymaker of the fact that the cancellation can be reversed if the holidaymaker fulfils his payment obligation after all within 10 days of the notice of cancellation or to submit the dispute to the Disputes Committee or the

competent civil court.

4. If the proprietor has not received the total amount due on the day of arrival, he is entitled to deny the contracting party and the group members access to his accommodation.

5. If the agreed payment terms are exceeded, the contracting party owes statutory interest, counting from the day on which the payment term expires.

#### Article 6: Cancellation

1. The contracting party is entitled to cancel the contract in writing.

2. In the event of cancellation, the contracting party owes the proprietor the following payment:

a. Cancellation arrangement per group.

- in the case of cancellation up to six months before the inception date: 25 % of the agreed price;
- in the case of cancellation up to four months before the inception date: 50 % of the agreed price;
- in the case of cancellation up to two months before the inception date: 75 % of the agreed price;
- in the case of cancellation within two months of the inception date: 90 % of the agreed price;
- in the case of cancellation or a no-show on the inception date, the contracting party owes the agreed price.

3. The payment will be proportionally refunded after the deduction of administrative costs if the accommodation is booked by another contracting party for the same period or for a part thereof for the same number of people or fewer and no other part of the accommodation is available for that period. The administrative costs amount to 5% of the agreed price, subject to a minimum of €50.00 and a maximum of €75.00. For a smaller group, however, the minimum amount can never exceed the agreed price.

#### Article 7: Company rules

1. The contracting party and the group members are obliged to abide by the standing orders stipulated by the proprietor, including the rules about obligations to register.

2. The proprietor has to provide the contracting party with the standing orders.

3. If the standing orders stipulated by the proprietor and/or the contract violate the prevailing VeKaBo terms and if they disadvantage the contracting party, these terms will prevail.

4. The contracting party must notify the group members of the applicable standing orders.

#### Article 8: Liability

1. The proprietor is not liable for theft, accidents on or damage to, around and in his accommodation, particularly not if they are the result of incorrect, incompetent and improper use of the kitchen and equipment, unless they are the result of a shortcoming that can be attributed to the proprietor or his staff.

2. The contracting party is liable towards to the proprietor for damage caused by acts or omissions of himself and the group members, insofar as this concerns damage that can be attributed to the contracting party or the group members.

3. The statutory liability of the proprietor will at least encompass the risk that can, in all reasonableness, be covered by third-party liability insurance, subject to a minimum of €500,000.00.

#### Article 9: Term and termination of the contract

The contract terminates after the expiry of the agreed period.

#### Article 10: Premature termination by the proprietor and clearance in the event of a breach of contract

1. If the contracting party and/or (one of the) group members fail to fulfil the obligations from the agreement, the terms, the standing order or government regulations or fail to do so correctly, despite a prior warning to the extent that the proprietor cannot in all reasonableness and fairness be expected to continue the contract, the proprietor is entitled to terminate the contract with immediate effect. The contracting party and/or (one of the) group members subsequently have to clear the accommodation and leave the business premises as soon as possible. The warning may not be given in very serious cases.

2. If the contracting party and/or (one of the) group members fail to clear the accommodation, the proprietor is entitled to clear the accommodation at the expense of the contracting party.

3. If the contracting party and/or (one of the) group members are of the opinion that the proprietor terminated the contract wrongfully, they have to notify the proprietor thereof immediately.

4. In principle, the contracting party is still obliged to pay the agreed price.

#### Article 11: Collection costs

The extrajudicial costs reasonably incurred by the proprietor or the contracting party following a notice of default are payable by the contracting party or the proprietor respectively.

#### Article 12: Dissolution

1. If the rented accommodation is destroyed or can temporarily not be used through no fault of the proprietor, the proprietor and the contracting party are entitled to dissolve the contract. If the destruction of the accommodation or the temporary unavailability of the accommodation can be attributed to the proprietor, the contracting party can claim compensation.

2. If possible, the proprietor can offer the contracting party similar, alternative accommodation for a similar price. In that case, the contracting party can opt to dissolve the contract or to accept the alternative accommodation.

#### Article 13: Changes

Changes to the terms of delivery of Vekabo can be made only by the management board of VeKaBo Nederland. This does not affect the possibility of the contracting party and the proprietor to make additional individual arrangements which deviate in favour of the contracting party compared to these terms.

Uden, 06 February 2018

Vekabo Nederland

Chamber of Commerce no. 27176705