

Article 1: Definitions

In these general terms and conditions, the following is understood by:

- a. In the Hei B&B meeting room: the manager who manages the Bed & Breakfast of In the Hei B&B meeting room.
- b. the main guest / tenant: the person who has reserved with In de Hei B&B by means of a contact form, e-mail or by telephone contact. The main guest must be 19 years of age or older and is responsible for his or her co-guests and must have a permanent residence
– or place of stay.
- c. guests/users: the main guest / tenant and any (co-)guests.
- d. the room: the Bed & Breakfast (B&B) rooms and cabins of In the Hei B&B-meeting room located at Schaapsdijk 6 in (5738 RR) Mariahout.
- e. third parties: any other legal entity that is not a guest, manager or owner.
- f. stay: the entire period between check-in and check-out.
- g. cancellation: withdrawing or terminating the final booking within the applicable period.
- h. booking value (the value of the agreement): the total expected turnover of In de Hei B&B meeting room, consisting of the costs for the B&B.
- i. contact details: In de Hei B&B meeting room

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Article 2: Applicability

2.1 These general terms and conditions apply to all agreements concluded between In de Hei B&B meeting room and the main guest, with regard to the rental/letting of (B&B) rooms and cabins in the accommodation of In de Hei B&B meeting room

2.2 If, in addition, other terms and conditions are also applicable, in the event of any conflict, these general terms and conditions shall prevail.

Article 3: our website

In De Hei B&B is described on the website: <https://www.indehei.nl> and <https://www.facebook.com/Indehei/>. These websites have been compiled with the greatest care, but there may be differences between the text and/or photos presented on the websites and the current situation at In de Hei B&B at the time of the visit by our guests. All entries on the website are deemed to have been provided in good faith and always take place subject to interim changes. Guests cannot derive any rights from such differences or obvious errors. In the Hei B&B meeting room is not bound to obvious errors on its website

Article 4: Formation of the agreement through booking

4.1 The rental agreement for the room may, if available, be entered into in writing via the booking system on our website <https://www.indehei.nl>. For further information, you can contact us by email via info@indehei.nl or by telephone via 06-40205065

4.2 These General Terms and Conditions apply to the booking. By placing your reservation via our booking system, the agreement comes into effect. You will receive from us by email a receipt confirmation as proof that your reservation has been received by us and approved

Article 5: Payment

5.1 Payment of the rent for the room must be made within the agreed period(s). The accommodation costs for the room must be transferred in advance at the time indicated by In de Hei B&B meeting room to an IBAN account number to be specified by In de Hei B&B- meeting room

5.2 Last-minute bookings must be paid in cash or by card (PIN) upon arrival. In the Hei B&B meeting room, after consultation with the tenant, may decide in certain cases to deviate from these conditions

5.3 In de Hei B&B meeting room, instead of what is stated in paragraph 1, you may demand an advance payment up to a maximum amount equal to the reservation value

5.4 As soon as the period given in paragraph 1 has been exceeded, the tenant is in default, after which the tenant owes 1% interest per month or part of a month on the full invoice amount. The tenant is also liable for all extrajudicial collection costs. These costs are calculated in accordance with the following

collection rate according to the schedule of the Act on standardizing extrajudicial collection costs:

- for the first – 2.500 15% with a minimum of – 40;
- for the amount exceeding this up to and including – 5.000 10%;
- for the amount exceeding this up to and including – 10.000 5%;
- for the amount exceeding this up to and including – 200.000 1%;
- for the amount exceeding – 200.000 0,5%.

In addition, the tenant is liable for all legal costs and the costs associated with legal assistance

5.5 Payments made by the tenant are applied first to reduce all costs owed, then to the interest owed, and then to the outstanding invoices that are due and have been open the longest, even if the tenant states that the payment relates to a later invoice.

5.6 Without prejudice to the provisions in the preceding paragraphs, In de Hei B&B meeting room is entitled to claim full compensation for damages from the tenant if the tenant

fails to comply with the obligations under the agreement.

Article 6: Check-in and check-out

6.1 Upon arrival, you must report to the reception. For identification, you will be asked upon arrival to show your identity document.

6.2 On the day of arrival, your room will be available to you from 15.00. Check-in for the room is possible between 15.00 and 19.00. For the Cabins, check-in is between 16.00 and 19.00

6.3 If you are unable to be present at the indicated time, you are asked to inform us as soon as possible. For later check-in, extra costs may be charged be incurred.

6.4 Deviating times are only possible in consultation. If you arrive earlier or much later, you run the risk that there is nobody from In the Hei B&B meeting room present. However, we can ensure that you can enter at all times. 6.5 Because of cleaning of the rooms, you must leave on the day of departure before 10:30 a.m. Check-out is possible between 7:00 a.m. and 10:30 a.m., unless otherwise agreed.

Article 7: Breakfast

Breakfast takes place in the breakfast room, on weekdays from Monday to Friday from 7:30 a.m. to 10:00 a.m. and on weekends on Saturday and Sunday from 8:30 a.m. to 10:00 a.m.

If you have special wishes for breakfast, gluten-free, low-salt, vegetarian, etc., please indicate this when you make the reservation with us. We do charge an additional fee per person, depending on your wishes. It is not possible to add this retroactively to the reservation

Article 8: Use of room(s), cabins and accommodation

With regard to the use of the rooms and accommodations, the following rules apply: a. The principal guest named in the reservation confirmation is responsible for orderly conduct in and around the respective room(s). b. All rooms are suitable for two people. Please ask about possibilities if you are more people. c. The accommodation must be kept clean and tidy. Upon departure, the accommodation / room must also be left neat and proper. d. The belongings of In the Hei B&B meeting room must be handled with care. Please do not move the furniture. This can result in unnecessary damage and wear to furniture and floors. In case of careless use, the owner may charge you extra costs.

e. Pets are not allowed. f. Breakage, damage or loss of items from In the Hei B&B meeting room must be reported to the owner by the guest immediately.

g. Any repair and/or replacement costs must be paid by the guest immediately to the

owner to be reimbursed at their first request.

h. If after checking out it turns out that items are left damaged or missing and this has not been reported to In de Hei B&B meeting room, In de Hei B&B meeting room is entitled to charge repair and/or replacement costs anyway.

i. Vehicles must be parked in the designated parking spaces on the premises. Parking is entirely at your own risk.

j. Bicycles can be rented through In de Hei B&B meeting room. Feel free to ask us about the options.

k. The administrator will inform you which spaces at In de Hei B&B meeting room are available and usable for you.

l. The outdoor area has divisions of communal and private use. It is highly appreciated that you do not enter these private sections.

m. Use of the B&B by third parties is not allowed, unless prior permission is granted by In de Hei B&B meeting room. Visitors may not stay overnight in the accommodation without In de Hei B&B meeting room's permission and without additional payment.

n. In de Hei B&B reserves the right at all times to refuse access to individual persons.

o. Emergency exits, emergency lighting, fire extinguishing equipment, and fire alarms may not be blocked or removed. In case of fire and/or evacuation, you must follow the instructions of the BHV officer and assemble at the designated assembly point.

p. The administrator may, for violations of these Terms and for inappropriate behavior, which is solely at the discretion of the administrator, immediately deny access to B&B In de Hei and/or refuse service, without further notice and reasons provided and without refund of stay costs.

q. The administrator's records are decisive in case of disagreement, unless users can prove otherwise. For all deviations not included in these Conditions, the owner decides.

r. All risks related to a stay in In de Hei B&B meeting room are borne by the users.

s. It is not allowed to feed the animals on the property.

Article 9: Prices

9.1 The current rates can be found on our website: www.indehei.nl. Prices include the use of towels and bed linen, water and electricity,

tourist tax, VAT. The prices are exclusive of costs of a cancellation and/or travel insurance and/or other costs.

9.2 The rates of In de Hei B&B meeting room are always non-binding. In de Hei B&B meeting room reserves the right to modify the prices in between.

9.3 If you wish to check in earlier or check out later, please inquire with In de Hei B&B meeting room about the possibilities.

Article 10: Cancellation conditions

10.1 When a final reservation for the Bed & Breakfast or Cabin has been made and confirmed, the following applies to cancellation of that reservation:

Rooms

- For cancellations more than 5 days before the start of the rental period, cancellation is free.

- Cancellations 5 days or less before the arrival date or if the guest does not show up (no show), the guest is liable for 100% of the reservation value. To be eligible for a refund of the amount paid, please notify us of the cancellation as soon as possible by e-mail or telephone.

Cabins/Tinyhouse

- Cancellations more than four weeks before the start of the rental period are free.
- Cancellations between four and two weeks before the start of the rental period, the renter owes 50% of the reservation value.
- Cancellations two weeks or less before the arrival date or if the renter does not show up (no show) are 100% of the reservation value.

To be eligible for a refund of the amount paid, please notify us of the cancellation as soon as possible by e-mail or telephone.

10.2 After consultation, the agreed amount will be transferred to you as soon as possible, but no later than 21 days.

10.3 You must arrange your own cancellation and/or travel insurance.

Article 11: Force Majeure

11.1 Under force majeure on the part of In de Hei B&B meeting space, in these terms and conditions, is understood any circumstance independent of the will of In de Hei B&B meeting space - even if it was foreseeable at the time of entering into the agreement - that permanently or temporarily prevents performance of the contract. In the event of hindrance to the performance of the agreement due to force majeure, In de Hei B&B meeting space is entitled, without court intervention, to either suspend the performance of the agreement or to dissolve the agreement wholly or partly, without being obliged to pay any compensation.

11.2 The guest at the In de Hei B&B meeting space will be informed as soon as possible if a force majeure situation as referred to in article 11.1 occurs and the guest will be offered an alternative. If an alternative is not possible or the guest does not accept the offered alternative, the full amount will be refunded. Any other damage resulting from the termination will not be compensated by the owner.

11.3 A force majeure situation on the part of the tenant generally has no consequences for the performance of the agreement. The payment obligation remains in effect. The tenant must arrange a cancellation insurance that covers such risks. The tenant will inform In de Hei B&B meeting space as soon as possible if such a situation occurs. In the Hei B&B meeting space, where possible, will think along and provide a suitable solution.

Article 12: Complaints

We try to make your stay as pleasant as possible. Despite our good care, it is still possible that you have a complaint or remark. To be able to resolve it properly, we ask you to make your opinion about the stay known to us on-site, by email or by phone contact.

Article 13: Liability

13.1 In the Hei B&B cannot be held liable by the guest or third parties as a result of staying in the respective room and/or the accommodation of In de Hei

B&B meeting room previously damaged. The guest indemnifies In de Hei B&B against claims related thereto.

13.2 In the In the Hei B&B meeting room is not liable for breakdowns in and around the accommodation such as power outages, Wifi, water facilities and technical installations as well as not or untimely announced construction and/or road works in the vicinity of In de Hei B&B.

13.3 In the Hei B&B there is no liability and can never be held liable for loss, theft, damage or accidents caused to persons and/or goods during or as a result of staying in the respective room(s), the common areas or elsewhere on the premises of In de Hei B&B meeting room.

Article 14: Safety

14.1 For your own safety and that of the Bed & Breakfast it is forbidden to smoke in the rooms or to use open fire, also on balconies. This is only allowed in the outdoor area at the designated places. Misuse of fire extinguishers and/or extinguishing agents or tampering with the smoke detector is not allowed.

14.2 Other facilities on the premises should be used with care and in accordance with their purpose by the guests. The safety of any small children must be ensured by the parents or guardians. This includes the trampoline, pets, locks, cars, tractors, snow shovel, lawn mower, horses with wagons – surrounding roads, bicycle lanes, etc.

Article 15: Nuisance

Make sure you do not cause any nuisance in the evenings. Adhere to the rule that after 10:00 PM everyone's rest should be respected. In the accommodation where the rented B&B is located, there is also a meeting room that is rented by In de Hei B&B meeting room. In the Hei B&B meeting room insulation provisions have been installed between the different spaces. All guests are requested to keep the volume of audio equipment, voices or otherwise, at an acceptable level at all times.

Article 16: General power to give instructions

In general, the tenant is (and the tenant's guests are) obliged to follow the instructions/orders of (staff of) In the Hei B&B meeting room with regard to the use of the rented premises

Article 17: Final provision

17.1 Dutch law applies.

17.2 Only the Dutch civil court that has jurisdiction at the place of establishment of the contractor shall hear disputes, unless this is contrary to mandatory law. In the Hei B&B meeting room, this jurisdiction rule may be deviated from and the statutory jurisdiction rules shall be applied.

17.3 Neither party may transfer its rights and obligations to third parties, insofar as nothing to the contrary is specified in these terms and conditions.

17.4 If and to the extent that any provision in the user agreement and these terms and conditions should prove to be void, the remaining provisions will remain in effect and the void provision shall be deemed to have been converted so that it is brought into line with the apparent intentions of the parties.