

General conditions Auberge de Smockelaer

Article 1: Definitions

In these terms and conditions the following definitions apply:

- a. group accommodation/conference venue: the total or part of buildings, vessels and/or accommodations with all accessories, inventory and items rented with it;
- b. entrepreneur: the company, institution or association that makes the group accommodation or conference center available to the contractor;
- c. contractor: the person who concludes the agreement on behalf of a group;
- d. group: the group of individuals who, under the agreement, have the right to stay in the group accommodation or conference venue
- e. group members: those who are part of the group;
- f. agreed price: the fee paid for the use of the group accommodation/conference location;
- g. costs: all costs for the entrepreneur that are related to the exercise of the recreation business;
- h. information: information provided in writing or electronically about the use of the group accommodation/conference location, the facilities and the rules regarding the stay;
- i. cancellation: the written termination of the agreement by the contracting party before the commencement date of the stay.
- j. Wherever the terms and conditions refer to group accommodation below, this should also be read as conference venue(s).
- k. a dispute if a complaint submitted to the entrepreneur by the holiday maker has not been resolved to the satisfaction of the parties.

Article 2: Content of the agreement

1. The entrepreneur makes the agreed group accommodation available for recreational and/or business groups for the agreed period and the agreed price.
2. The entrepreneur is obliged to provide the holiday maker with the written information on the basis of which this agreement is also concluded in advance. The entrepreneur always informs the contractor in writing of changes in this in good time.
3. If the information deviates significantly from the information provided when the agreement was entered into, the holiday maker has the right to cancel the agreement without any costs.
4. The contractor is obliged to comply with the agreement and the rules contained in the accompanying information. He ensures that the group members comply with the agreement and the rules in the accompanying information.
5. The entrepreneur assumes that the contracting party enters into this agreement with the consent of the group members.
6. The contracting party is obliged to hand over a list of group members to the entrepreneur, no later than the day of arrival.

Article 3: Duration and termination of the agreement

The agreement ends by operation of law after the expiry of the agreed period, without notice being required.

Article 4: Price and price change

1. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.
2. If, after the agreed price has been determined, additional costs arise as a result of an increase in charges on the part of the entrepreneur as a result of a change in charges and/or levies that

relate directly to the accommodation or the contracting party and/or the group members , these can be passed on to the contractor, even after the conclusion of the contract.

Article 5: Payment

1. The contractor must make the payments in euros, unless otherwise agreed.
2. If, despite the prior written reminder, the contracting party does not or not properly comply with his payment obligation within a period of two weeks after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right upon full payment of the agreed price.
3. If the entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the contracting party and the group members access to the group accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price. .
4. The extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, will be borne by the contracting party. If the total amount is not paid on time, the legally determined interest rate on the outstanding amount will be charged after written demand.

Article 6: Cancellation

1. In the event of cancellation, the contracting party pays the entrepreneur a fee. This amounts to:
 - in the event of a cancellation more than twelve months before the commencement date, 10% of the agreed price;
 - in the event of cancellation within twelve to six months before the commencement date, 30% of the agreed price;
 - in the event of cancellation within four to six months before the commencement date, 70% of the agreed price;
 - in the event of cancellation within two to four months before the commencement date, 80% of the agreed price;
 - in the event of cancellation within two months before the commencement date, 95% of the agreed price;
 - in case of cancellation on or after the day of the commencement date, 100% of the agreed price.
2. In the event of a cancellation of the agreement, which has been entered into by or on behalf of a person other than a legal person or company, the compensation after deduction of administration costs must be refunded proportionally if the group accommodation is reserved by a third party for the same period or part of it. of them. In all other cases, the compensation will be refunded proportionally after deduction of administration costs if the group accommodation is reserved by a third party on the recommendation of the contracting party and with the written consent of the entrepreneur for the same period or part thereof.

Article 7: Use by third parties

1. Use by third parties of the group accommodation is only permitted if the entrepreneur has given written permission for this.
2. Conditions may be imposed on the permission given, which must then be established in writing in advance.

Article 8: Premature departure of the contracting party

The contractor owes the full price for the agreed period.

Article 9: Premature termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or unlawful act

1. The entrepreneur can terminate the agreement with immediate effect:
 - a. If the contracting party and/or the group members do not or do not properly comply with the obligations under the agreement, the rules from the associated information and/or government regulations, despite prior written warning, and to such an extent that according to the standards of reasonableness and fairness of the entrepreneur cannot be demanded that the agreement is continued;
 - b. If the contracting party and/or the group members, despite prior written warning, causes/provide nuisance to the entrepreneur and/or others, or if the contracting party and/or group members spoils/spoils the good atmosphere on or in the immediate vicinity of the site;
 - c. If the contracting party and/or the group members, despite prior written warning, act/act contrary to the purpose of the site by using the group accommodation;
3. If the entrepreneur wishes premature termination and eviction, he must inform the contracting party of this in a letter handed over personally. The written warning can be omitted in urgent cases.
4. After cancellation, the contracting party must ensure that the group accommodation has been vacated and that the group or the relevant group members have left the site as soon as possible, but no later than 4 hours.
5. If the contracting party fails to clear the group accommodation, the entrepreneur is entitled to clear the group accommodation at the expense of the contracting party.
6. In principle, the contracting party remains obliged to pay the agreed rate.

Article 10: Laws and regulations

1. The entrepreneur ensures at all times that the group accommodation, both internally and externally, meets all environmental and safety requirements that (may) be imposed on the group accommodation by the government.
2. The contracting party and the group members are obliged to strictly observe all safety regulations applicable in the group accommodation.

Article 11: Maintenance and construction

1. The entrepreneur is obliged to keep the group accommodation and the central facilities in a good state of repair.
2. The group is obliged to keep the group accommodation and the grounds around the group accommodation in the same condition during the term of the agreement.
3. The contracting party and the group members are not allowed to dig, cut trees, prune shrubs or carry out any other activity of such a nature in the area around the group accommodation.

Article 12: Liability

1. The legal liability of the entrepreneur for damage other than personal injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obliged to take out insurance for this.
2. The entrepreneur is not liable for an accident, theft or damage on his site, unless this is the result of a shortcoming attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather influences or other forms of force majeure.
4. The entrepreneur is not liable for disruptions in the utilities.
5. If the rented group accommodation has been destroyed through no fault of the entrepreneur or cannot be used temporarily, the entrepreneur and the contracting party have the right to terminate the agreement. If the destruction of the group accommodation or the temporary outage of the group accommodation is attributable to the entrepreneur, the contracting party can claim compensation.
6. The contracting party is liable towards the entrepreneur for damage caused by the actions or omissions of himself and/or (one of) the group members, insofar as it concerns damage caused to the contracting party and/or (one of the) the group members can be attributed.
7. In the event of force majeure, both permanent and temporary, the entrepreneur is entitled to dissolve or temporarily suspend the agreement in whole or in part, without the tenant being able to claim fulfillment and/or compensation. Under force majeure
8. includes, but is not limited to: danger of war, war, revolt, molestation, strikes, boycott, disruptions in traffic or transport, government measures, scarcity of raw materials, natural disasters and furthermore all circumstances, extraordinary weather conditions, death of the owner, divorce of the owner, unannounced sale and/or taking into use of the holiday home by the owner, etc., under which full or partial fulfillment of the agreement cannot be required of the lessor in reasonableness and fairness. If the force majeure occurs while the tenant has only been able to make partial use of the holiday home, the rental agreement must also be regarded as dissolved for the time already used.

Article 13: Dispute settlement

1. Dutch law applies to all disputes relating to the agreement. The (subdistrict) court in Maastricht has exclusive jurisdiction.