

1. Application

- 1.1 These General Conditions apply to all offers, reservations and agreements relating to all accommodations which are let by Poolster Holding B.V. ("Poolster").
- 1.2 In these General Conditions, the term "the Customer" means: the person who makes an agreement with Poolster regarding the rent/use of accommodation. The term "user" means: the Customer and the persons specified by the Customer who will make use of the accommodation rented by the Customer.
- 1.3 These General Conditions apply regardless of (prior) reference of the Customer to any own conditions or to other general conditions. Poolster rejects all general conditions to which the Customer refers or which the Customer uses.
- 1.4 Agreements which deviate from these General Conditions are only valid if they are agreed in writing.

2. Reservations

- 2.1 Poolster only accepts reservations made by persons 18 years or older.
- 2.2 Poolster reserves the right at all times to refuse a reservation without stating reasons.
- 2.3 When Poolster has accepted your reservation, Poolster will send you per E-mail a confirmation and one or more invoices within 14 days after the booking was made by the Customer. The Customer should check the information in the confirmation and in the invoice(s) and inform Poolster without delay of any possible errors.
- 2.4 If the Customer does not receive a confirmation within 14 days after booking, the Customer must contact Poolster without delay. If the Customer fails to do so, no claim on the basis of the reservation can be made.
- 2.5 An agreement will be made between the Customer and Poolster when Poolster has sent the confirmation/invoice per E-mail.
- 2.6 Poolster is at all times entitled to terminate the agreement with immediate effect, if when making the reservation the Customer's personal details and/or the personal details of other users are incomplete and/or inaccurate. In such case there will be no repayment of the rent or a part thereof.
- 2.7 The agreement relates to the letting of accommodations for recreational use, which by its nature is short term.
- 2.8 If, after the agreement is made, the Customer wishes to make changes to the agreement, Poolster is not obliged to accept such. It is at Poolster's election to determine whether and to what extent it accepts such changes. In the event Poolster does accept the requested changes, Poolster can charge the Customer alteration costs.

3. Substitution

- 3.1 The Customer and other users are not permitted to allow persons other than those mentioned in the agreement to use the accommodation, howsoever called and under any heading whatsoever, unless otherwise agreed in writing with Poolster.
- 3.2 If the Customer and Poolster have agreed that the Customer and/or one or more users are to be replaced, the Customer shall remain severally liable, in addition to the Customer and/or users who replace the Customer and/or other users, vis-à-vis Poolster for the payment of the part of the rent still due, alteration costs and any extra costs resulting from the replacement and any cancellation costs.

4. Prices

- 4.1 You owe Poolster the agreed rental price, as set out in the confirmation and the invoice(s).
- 4.2 All prices communicated are including VAT, unless clearly stated otherwise.
- 4.3 If such was agreed, the Customer also owes, besides the rental price, the price for final cleaning and bed linen packages.

5. Payments

- 5.1 After confirmation of the reservation, Poolster sends an invoice for a down-payment. This down-payment constitutes 20% of the full rental price, and must be paid by the Customer within 30 days of the invoice date.
- 5.2 The full rental price, including (if agreed) the cost for final cleaning and bed linen packages) must be received by Poolster no later than 6 weeks before the beginning of the rental period.
- 5.3 In case a reservation is made within 6 weeks of the beginning of the rental period, the full rental price must be paid by the Customer immediately.
- 5.4 In case one or more due payments are not received in time, Poolster reserves the right to cancel the reservation and/or to deny admission to the accommodation.
- 5.5 In case a due payment is not received in time, the Customer is in breach of this rental agreement. Poolster will remind the Customer to pay the overdue amount within 7 days. In case payment is still not received, Poolster assumes the rental agreement to be cancelled, and Poolster will charge a cancellation fee as described in Article 8.
- 5.6 Poolster reserves the right to set off any claims on the Customer, under any heading whatsoever, against payments already made by the Customer.

6. Arrival and Departure

- 6.1 The rented accommodation can be taken into use on the agreed day of arrival as set out in the reservation confirmation as of 16.00 hours local time. On the agreed day of departure as set out in the reservation confirmation, the accommodation must be vacated before 11.00 hours local time.
- 6.2 If the use of the accommodation is terminated earlier than the agreed date, as set out on the reservation confirmation, the Customer does not have any right to repayment of (a part of) the rent and/or costs.

7. Regulations

- 7.1 Every accommodation may only be inhabited by the number of persons stipulated for the relevant accommodation.
- 7.2 The Customer, as set out on the reservation confirmation, is responsible, without prejudice to the responsibility or liability of the other users/guests, for an orderly conduct in and around the rented accommodation, insofar as such is influenced by the Customer or his party/the other user.
- 7.3 Pets are not allowed.
- 7.4 For safety reasons it is not permitted to set up tents or caravans next to the accommodation.
- 7.5 In case the Customer has chosen for the final cleaning to be done by Poolster, the Customer must leave the accommodation swept clean (i.e.: no dirty dishes, bed clothes removed and folded, refrigerator empty, garbage bag in the container). If the Customer has chosen to do the final cleaning himself, this shall be done in accordance with separate cleaning instructions. If the Customer fails to do so, EUR 98,- will be charged afterwards for final cleaning.
- 7.6 In the event of breach of the rules set out in these General Conditions and/or non-compliance with instructions of Poolster's personnel, Poolster has the right to immediately remove the Customer and every other user from the accommodation, without repayment of the rent or any part thereof.

8. Cost of Cancellation

- 8.1 If a reservation is cancelled, cancellation costs are owed. The cancellation costs are: cancellation up to 28 days before the day of arrival, 20% of the total costs and in the event of cancellation as of the 28th day before arrival or later, the total costs/agreed rent.

9. Force Majeure

- 9.1 In the event Poolster is not able to perform the agreement, in whole or in part, temporarily or otherwise, due to force majeure, it shall be entitled to cancel the rental agreement. All paid amounts will be refunded to the Customer.
- 9.2 There shall be force majeure on the part of Poolster if the performance of the agreement is hindered, in whole or in part, temporarily or otherwise, by circumstances beyond the control of Poolster, including war risk, personnel strikes, blockades, fire, floods and other disruptions or events.

10. Liability

- 10.1 Poolster does not accept any liability for theft, loss of or damage to goods or persons, of any nature whatsoever, during or as a result of a stay in one of our accommodations. Liability for damage consisting of loss of travel enjoyment or trading loss and other consequential damage, is excluded under all circumstances. Poolster is furthermore in no event liable for damage for which there is a claim to compensation under the heading of travel and/or cancellation insurance or any other insurance.
- 10.2 Poolster is not liable for disruptions in the service or defects in services provided by third parties.
- 10.3 Liability on the basis of wrongful act is in any event limited to a maximum of € 10.000,- for personal accidents per guest per stay and liability for material damage is in any event limited to a maximum of € 1,000,- per Customer/user per stay.
- 10.4 The Customer is severally liable together with the user(s) for all loss and/or damage to the rented accommodation and other property of Poolster, including breakage and loss, arising during the use thereof by the Customer and/or other users, regardless of whether this is the result of actions or omissions of the Customer and/or of third parties who are in the accommodation with permission of the Customer. The Customer must immediately report any damage to Poolster and must immediately compensate such on site, unless the Customer can demonstrate that the arising of the damage is not attributable to the Customer, other users or one of the members of his party.
- 10.5 The Customer indemnifies Poolster against all claims relating to damage of third parties which are (partly) the result of any action or omission of the Customer, other users, the Customer's travel companions or third parties who are in or around the accommodation with the Customer's permission.
- 10.6 In the event of incorrect use or failure to leave the accommodation in good condition, including but not limited to excessive untidiness, extra costs will be charged, which the Customer will then be obliged to pay immediately.

11. Applicable Law

- 11.1 The agreement between the Customer and Poolster is exclusively governed by Dutch law.

12. Travel Documents

- 12.1 The Customer is personally responsible for being in possession of the valid travel documents required for the destination. Poolster accepts no liability for any consequences ensuing from the Customer, or any other user(s) not being in possession of the correct travel documents.

13. General

- 13.1 Apparent printing and typing mistakes do not bind Poolster. All previous publications are cancelled by these General Conditions.