
HOTEL UNIFORM CONDITIONS



Article 1 Definitions

The Uniform Conditions for the Hotel and Catering Industry (UVH) are the terms on which hotel and catering businesses established in the Netherlands, such as hotels, restaurants, cafés and related businesses (including catering firms, party service firms, etc.), provide hotel and catering services and conclude hotel and catering agreements. The UVH are filed with the Chamber of Commerce in Woerden and registered there under number 40482082.

In the UVH, and in the offers and agreements to which the UVH applies, the following words shall in each case mean the following:

- 1.1 **Catering Establishment**
The natural or legal person or company that makes it its business to provide catering services
- 1.2 **Host**
The person who represents a Catering Establishment in concluding and executing Catering Agreements.
- 1.3 **Provision of Catering Service(s)**
The provision by a Catering Establishment of accommodation and/or food and/or drink and/or the supply of (function room) space and/or grounds, all this with all associated activities and services, and all in the broadest sense of the word.
- 1.4 **Customer**
The natural person or legal entity or partnership which has concluded a Catering Agreement with a Catering Establishment.
- 1.5 **Guest**
The natural person(s) to whom one or more Catering Services have to be provided on the basis of a Catering Agreement concluded with the Customer. Where the UVH mentions Guest or Customer, both Guest and Customer are meant, unless it necessarily follows from the content of the provision and its purport that only one of the two can be meant.
- 1.6 **Catering Agreement**
An agreement between a Catering Establishment and a Customer relating to one or more Catering Services to be provided by the Catering Establishment at a price to be paid by the Customer. The term Reservation is sometimes used instead of the term Catering Agreement.
- 1.7 **Reservation Value**
The value of the Catering Agreement, which is equal to the total expected turnover of the Catering Establishment including any tourist tax and VAT relating to a Catering Agreement concluded with a Customer, which expectation is based on the averages that apply within that Catering Establishment.
- 1.8 **Koninklijke Horeca Nederland**
The Koninklijk Verbond van Ondernemers in het Horeca- en Aanverwante Bedrijf "Horeca Nederland" [Royal Association of Entrepreneurs in the Hotel, Catering and Allied Trades] or any legal successor thereof.
- 1.9 **No-show**
The failure of a Guest, without prior Cancellation, to make use of a Catering Service to be provided on the basis of a Catering Agreement.
- 1.10 **Group**
A group of 10 or more Guests to whom Catering Services are to be provided by a Catering Establishment under the terms of one or more Catering Agreements regarded as connected.

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- 1.11 Individual
Any person, falling under guest or customer, who does not belong to a group according to the above definition.
- 1.12 Corkage and Kitchen Fee
The amount due for consuming drink and/or food not provided by a Catering Establishment on the premises of that Catering Establishment.
- 1.13 Cancellation
The written notice by the Customer to the Catering Establishment that one or more agreed Catering Services shall not be used in part or in full, or the written notice by the Catering Establishment to the Customer that one or more agreed Catering Services shall not be provided in part or in full.
- 1.14 Turnover guarantee
A written declaration by the Customer that at least a certain amount of turnover in one or more Catering Agreements will be realised by the Catering Establishment.
- 1.15 Guarantee deposit
An amount that can be charged as an advance payment for any damage/extra cleaning work caused by (the actions of) the Guest during the stay. Any outstanding items may also be deducted from the deposit. The deposit shall be refunded within 7 days after departure, provided that the account number of the holiday maker is known and has not been detected as indicated above.

Article 2 Applicability

- 2.1 The UVH shall apply to the exclusion of all other general terms and conditions to the formation and content of all Catering Agreements, as well as to all offers relating to the formation of these Catering Agreements. If other general terms and conditions apply in addition, the UVH shall prevail in case of conflict.
- 2.2 Departure from the UVH is only possible in writing and on a case-by-case basis.
- 2.3 The UVH also cover all natural persons and legal entities which the Catering Establishment uses or has used in concluding and/or carrying out a Catering Agreement or another agreement or in running the Catering Establishment.

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Artikel 3 Establishment of catering agreements

- 3.1 A Catering Establishment can at all times refuse to conclude a Catering Agreement for whatever reason, unless such a refusal takes place exclusively on one or more grounds defined as discrimination in Article 429 quater of the Penal Code.
- 3.2 All offers made by a Catering Establishment in connection with the making of a Catering Agreement are without obligation and subject to "as long as stocks (or capacity) last". If the Catering Establishment invokes the said reservation within a reasonable period after the Customer's acceptance, then the intended Catering Agreement shall be considered not to have been made.
- 3.3 A Catering Agreement for (a) Guest(s) entered into by intermediaries (shipbrokers, travel agencies, Online Travel Agents and other Catering Establishments, etc.), whether or not in the name of their business connection(s), shall be considered to be concluded partly for the account and risk of these intermediaries. The Catering Establishment owes no commission or commission, by whatever name, to intermediaries, unless expressly agreed otherwise in writing. The Guest(s) and the intermediary(s) are severally liable for payment of the amount owed.
- 3.4 Reservation by telephone; the holiday maker can also make a reservation by telephone. With a telephone reservation an agreement is concluded immediately.
- 3.5 The holiday maker must be at least 21 years of age at the time of booking. The holiday maker is liable for all fellow holiday makers who are registered and accompany him/her and for all guests who visit the holiday maker at the park.

Artikel 4 Option entitled

- 4.1 An option right is the right of a Customer to unilaterally conclude the Catering Agreement by the mere acceptance of a valid offer from the Catering Establishment.
- 4.2 An option right can only be granted in writing. An option right can be agreed for a definite or for an indefinite period. The right of option lapses if the option holder has stated that he does not wish to take up the right of option or if the fixed term has expired without the option holder having stated that he wishes to take up the right of option.
- 4.3 An option right cannot be revoked by the Catering Establishment, unless another potential customer makes the Catering Establishment an offer to conclude a Catering Agreement concerning all or part of the outstanding Catering Services at the option. In such a case the option holder must be informed of this offer by the Catering Establishment, whereupon the option holder must state whether or not he wishes to take up the right of option within a period set by the Catering Establishment. If the option holder does not give notice within the set period that he wishes to take up the right of first refusal, the right of first refusal shall lapse

Article 5 General rights and obligations of the Catering Establishment

- 5.1 Under the terms of the Catering Agreement, and without prejudice to the stipulations in the following clauses, the Catering Establishment is obliged to provide the agreed Catering Services at the agreed times in the manner customary in that Catering Establishment.
- 5.2 The Catering Establishment is entitled at any time and without prior notice to terminate the provision of Catering Services to a Guest, if the Guest breaks house rules and/or rules of conduct, or otherwise behaves in such a way that the order and peace and quiet in the Catering Establishment and/or the normal running of the establishment are disturbed.

In that case the Guest must leave the Catering Establishment at the first request. If the Customer in any other way
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fails to fulfil all his obligations towards the Catering Establishment on any account then the Catering Establishment is entitled to suspend the provision of services. The Catering Establishment may only exercise these powers if the nature and seriousness of the breaches committed by the Guest give sufficient cause, in the reasonable opinion of the Catering Establishment.

- 5.3 The Catering Establishment is entitled, after consultation with the competent authorities locally, to cancel the Catering Agreement extrajudicially, owing to a well-founded fear that the public order may be disturbed. If the Catering Establishment exercises this right, then the Catering Establishment shall not be liable to pay any compensation to the Customer.
- 5.4 The Catering Establishment is not obliged to accept and/or take into safe keeping any property of the Guest. This implies that the Catering Establishment is not responsible and/or liable for damage, loss or theft of any property of the Guest which the Catering Establishment has refused to accept and/or take into safe keeping.
- 5.5 If the Catering Establishment makes any charge to the Guest for accepting Goods and/or taking Goods into safe keeping, the Catering Establishment must look after those Goods with all due care, without prejudice to the stipulations in Clause 12.
- 5.6 The Catering Establishment is not obliged to admit any domestic animal belonging to the Guest and may attach conditions to the admission. The admission of assistance dogs shall be subject to the statutory regulations, including the exceptions set out therein.

Article 6 General obligations of the guest

- 6.1 The Guest is obliged to observe the house and conduct rules in force in the Catering Establishment and to follow the reasonable instructions of the Catering Establishment. The Catering Establishment must display the house and code of conduct in a clearly visible place or provide written instructions. Reasonable instructions may be given verbally.
- 6.2 The Guest is obliged to co-operate with reasonable requests from the Catering Establishment within the framework of its legal obligations concerning, inter alia, safety, identification, food safety/hygiene and the limitation of nuisance.

Article 7 Booking

- 7.1 If the Guest has not arrived within half an hour of the reserved time, the Catering Establishment may consider the Reservation cancelled, without prejudice to the stipulations in Clause 9.
- 7.2 The Catering Establishment may attach conditions to the Reservation.

Artikel 8 Catering service consisting of providing accommodation and/or making (room) space and/or premises available

- 8.1 In the case of accommodation, the Catering Establishment shall communicate in advance when the accommodation will be made available to the Guest and by what time the Guest should have checked out.
- 8.2 Unless otherwise agreed, the Catering Establishment is entitled to regard the reservation for accommodation as cancelled if the Guest has not checked in on the first day of the reservation by 18.00 hours, or the Guest has not stated in good time that he will arrive at a later time and the Catering Establishment has not objected to this. The foregoing applies, notwithstanding the stipulations in Clause 9.

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- 8.3 The Catering Establishment is entitled to ask the Guest to accept accommodation, rooms and/or grounds that are of equal value to the accommodation that should be provided in accordance with the Catering Agreement. The Guest may refuse this alternative. In the latter case the Guest has the right to cancel the Catering Agreement to which the aforementioned request of the Catering Establishment applies with immediate effect, without prejudice to his obligations based on other Catering Agreements.

Artikel 9 Cancellation

9.1 Cancellation by Customers, general

- 9.1.1 The Customer is entitled to cancel a Catering Agreement upon payment of the Cancellation Fee. If a Customer does not arrive within half an hour of the agreed time then the Customer is deemed to have cancelled and shall be liable for the cancellation fee. If the Customer still arrives after half an hour (or later) after the agreed time, the Catering Establishment may either invoke these Cancellation Costs owed or still fulfil the Catering Agreement and demand full payment by the Customer in connection with the Catering Agreement.

- 9.1.2 The Catering Establishment may inform the Customer at least one month before the first Catering Service based on the relevant Catering Agreement is to be provided that it will regard certain individuals together as a Group. In that case all the provisions for Groups shall apply to those individuals.

- 9.1.3 The provisions of Articles 13.1 and 14.4 also apply to Cancellations.

- 9.1.4 In the event of a no-show, the customer is in all cases obliged to pay the reservation value.

- 9.1.5 If not all the agreed Catering Services are cancelled, the following provisions apply pro rata to the cancelled Catering Services.

9.2 Cancellation of a Catering Service consisting of the provision of accommodation

9.3 Individuals for hotel reservations

Where a reservation for accommodation only, with or without breakfast, is made for one or more individuals, the following percentages of the Reservation Value to be paid by the Customer to the Catering Establishment shall apply to the Cancellation of that reservation (unless otherwise agreed in writing):

Bij Cancellation:

72 hours or more before the effective date	0%
72 hours or less before the effective date	100%

9.3.1 Individuals/groups/families for Summer Houses

Where a reservation for accommodation only, with or without breakfast, has been made for one or more individuals, the following percentages of the Reservation Value to be paid by the Customer to the Catering Establishment (unless otherwise agreed in writing) shall apply to cancellation of that reservation:

Bij cancellation:

More than 3 months before the effective date	0%
More than 2 months before the effective date	15%
More than 1 month before the effective date	25%
Less than 1 month before the effective date	100%

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9.4 Cancellation by the Catering Establishment

- 9.4.1 Subject to the following, the Catering Establishment is entitled to cancel a Catering Agreement, unless otherwise agreed.
- 9.4.2 If the Catering Establishment cancels a Catering Service to provide food and drink, the Clauses
- 9.4.3 9.1.1 and 9.3.1 apply correspondingly, with exchange of Customer and Catering Establishment.
- 9.4.4 The Catering Establishment is at all times entitled to cancel a Catering Agreement without being obliged to pay the aforementioned amounts, if there are sufficient indications that the gathering to be held in the Catering Establishment on the grounds of that Catering Agreement is of such a different character from what might have been expected on the grounds of the Customer's statement or on the grounds of the capacity of the Customer or Guests, that the Catering Establishment would not have concluded the agreement, if it had been aware of the actual nature of the gathering. If the Catering Establishment exercises this right after the gathering in question has started, the Customer is obliged to pay for the Catering Services provided up to that point in time, but the Customer's obligation to pay for the rest lapses. In such cases the payment for Catering Services is calculated on a time-proportional basis.
- 9.4.5 Instead of exercising the right referred to in Clause 9.5.4, the Catering Establishment is entitled to set further requirements concerning the course of the gathering in question. If there are sufficient indications that these requirements are not or will not be fulfilled, the Catering Establishment shall still be entitled to exercise the right referred to in 9.5.4.
- 9.4.6 In case of force majeure or unforeseen circumstances, the entrepreneur is entitled to cancel the reservation. Unforeseen circumstances mean;
- That the accommodation is no longer suitable for rental(Due to flooding, fire or default of the accommodation provider)
 - That the accommodation is no longer available (for example due to a sudden sale of the accommodation, a double reservation or bankruptcy of the accommodation provider)

Article 10 Security deposit and interim payment

- 10.1 The Catering Establishment may require the Customer to deposit a guarantee deposit with the Catering Establishment. Guarantee deposits received shall be properly administered, shall serve exclusively as security for the Catering Establishment and shall expressly not count as already realised turnover. As a further guarantee for the Catering Establishment, the Catering Establishment may ask the Customer to co-operate in providing the necessary details, including making a print-out or copy of the Customer's credit card, in order to secure the guarantee sum and the possibility of recovering it as far as possible.
- 10.2 The Catering Establishment can at all times require interim payment for Catering Services already provided.
- 10.3 The Catering Establishment may recover all sums owed by the Customer on any account out of the amount deposited in accordance with the previous clauses. The excess must be repaid to the Customer by the Catering Establishment immediately.
- 10.4 The deposit for a summer house/log cabin is €150 per stay. After correctly leaving the accommodation in accordance with the house rules, we will return your money within 7 days.



Article 11 Turnover guarantee

If a turnover guarantee is issued, the Customer is obliged to pay at least the amount specified in the turnover guarantee to the Catering Establishment in respect of the relevant Catering Agreement(s).

Artical 12 Liability of the Catering Establishment/Accommodation Provider

- 12.1 The Catering Establishment is liable to the Guest for damage resulting from a failure by the Catering Establishment to fulfil the agreement, unless that failure cannot be attributed to the Catering Establishment or to persons whose assistance the Catering Establishment uses in fulfilling the agreement.
- 12.2 Without prejudice to the conditions in Clause 5.5, the Catering Establishment is not liable for damage or loss of Goods which have been brought into the Catering Establishment by a Guest who has taken up residence there. The Customer indemnifies the Catering Establishment against claims from Guests in this respect. The stipulations here do not apply insofar as the damage or loss is caused intentionally or the Catering Establishment is grossly at fault.
- 12.3 The Catering Establishment is not liable for damage to or caused by vehicles of the Guest, except if and insofar as the damage is caused intentionally or the Catering Establishment is grossly at fault.
- 12.4 The Catering Establishment is not liable for damage caused directly or indirectly to anyone or anything as a direct or indirect result of any defect or any feature or circumstance on or in any moveable or immovable property which the Catering Establishment is looking after, holding on a long or short lease, hiring or which it owns or which is in any other way at the disposal of the Catering Establishment, except if and insofar as the damage is caused intentionally or the Catering Establishment is grossly at fault.
- 12.5 The Catering Establishment's liability is limited to the amount that can reasonably be insured.
- 12.6 If the Guest incurs damage to the Goods given for safe keeping, for which a payment as referred to in Clause 5.5 is made, the Catering Establishment is obliged to compensate the damage to these Goods caused by damage or loss. Compensation is not due in respect of other Goods contained in the Goods handed in.
- 12.7 The entrepreneur and the accommodation provider are not liable for loss or theft (including money), damage to property, damage or injury caused to the (co-)holiday maker through whatever cause.
- 12.8 The use of the accommodation and all facilities and services at the marina are at the (co-)holiday maker's own risk.
- 12.9 The entrepreneur does not accept any liability for unexpected (construction) activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance caused, for instance, by neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance caused by vermin and environmental problems in the vicinity of the marina/accommodation.

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Article 13 Liability of the Guest and/or Customer

- 13.1 The Customer and the Guest and those accompanying them are severally liable for all damage which has occurred and/or may occur to the Catering Establishment and/or to any third party as a direct or indirect result of an attributable shortcoming and/or unlawful act, including a violation of the house rules, committed by the Customer and/or the Guest and/or those accompanying them, as well as for all damage caused by any animal and/or any property of which they are the owners or which is under their supervision.

Article 14 Settlement and payment

- 14.1 The Customer has to pay the price agreed in the Catering Agreement. The prices shall be stated on lists displayed by the Catering Establishment in a place visible to the Guest or included in a list which is handed to the Customer, if necessary at the Customer's request, or which is accessible to the Customer via digital sources. A list is considered to be displayed visibly for the Customer if it is visible in the normally accessible areas of the Catering Establishment.
- 14.2 An extra charge can be made by the Catering Establishment for special services, such as the use of a cloakroom, garage, safe, laundry or dry cleaning, telephone, internet, WiFi, room service, TV rental and the like.
- 14.3 All accounts, including accounts relating to Cancellation or No-show, are due by the Customer at the time they are presented to him. The Customer must arrange for cash payment or payment by bank or giro, unless otherwise agreed.
- 14.4 The Guest and the Customer are severally liable for all amounts owed by one or both of them to the Catering Establishment on any account. Unless otherwise agreed, Catering Agreements are considered to be concluded jointly on behalf of each Guest. By turning up, the Guest acknowledges that the Customer was competent to represent him in concluding the relevant Catering Agreement.
- 14.5 As long as the Customer has not entirely fulfilled all his obligations to the Catering Establishment, the Catering Establishment is entitled to take over and keep all Goods which the Customer has brought with him to the Catering Establishment, until the Customer has fulfilled all his obligations to the Catering Establishment to the satisfaction of the Catering Establishment. In addition to a right of retention, the Catering Establishment shall in appropriate cases have a right of pledge on the Goods in question.
- 14.6 If payment other than in cash has been agreed, all invoices for any amount must be paid to the Catering Establishment by the Customer within fourteen days of the invoice date. If an invoice is sent out, the Catering Establishment is at all times entitled to add a credit restriction surcharge of 2% of the invoice amount, which is cancelled if the Customer pays the invoice within fourteen days.
- 14.7 If and insofar as payment is not made on time, the customer shall be in default without any notice of default being required. Only if the Customer is a natural person (consumer), shall the Catering Establishment, in the event of non-payment, send a notice of default once with a period of at least 14 days to make payment.
- 14.8 If the Customer is in default he must reimburse the Catering Establishment for all costs related to collection. Extrajudicial collection costs shall be charged according to the law.

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- 14.9 If the Catering Establishment has in its keeping Goods as referred to in Clause 14.5 and if the Customer from whom the Catering Establishment has received the Goods into keeping is in default for three months, the Catering Establishment is entitled to sell these Goods publicly or privately and to recover the amount owed from the proceeds. The costs associated with the sale shall also be borne by the Customer, and the Catering Establishment can also recover these from the proceeds of the sale. Whatever remains after the Catering Establishment has recovered the proceeds shall be paid to the Customer.
- 14.10 Every payment shall, regardless of any notes or comments made by the Customer at the time of payment, be considered as serving to reduce the debt of the Customer to the Catering Establishment in the following order:
- The costs of enforcement
 - The judicial and extrajudicial collection costs
 - The interest
 - The damages
 - The principal sum
- 14.11 Payment shall take place in Euros. If the Catering Establishment accepts foreign instruments of payment then the market exchange rate in force at the time of payment shall apply. The Catering Establishment may charge administration costs amounting to a maximum of 10% of the amount offered in foreign currency. The Catering Establishment can effectuate this by adjusting the prevailing market exchange rate by up to 10%.
- 14.12 The Catering Establishment is never obliged to accept means of payment other than cash and may attach conditions to the acceptance of such other means of payment.

Article 15 Force majeure

- 15.1 Force majeure for the Catering Establishment, which means that any deficiency caused by it cannot be attributed to the Catering Establishment, shall be defined as every foreseen or unforeseen, foreseeable or unforeseeable circumstance which interferes with the fulfilment of the Catering Agreement by the Catering Establishment to such an extent that the fulfilment of the Catering Agreement becomes impossible or difficult.
- 15.2 If one of the parties to a Catering Agreement is unable to fulfil any obligation in that Catering Agreement, he is obliged to inform the other party of this as soon as possible.

Article 16 Lost and found

- 16.1 Any objects lost or left behind in the building and appurtenances of the Catering Establishment which are found by the Guest must be handed in to the Catering Establishment by the Guest as soon as possible.
- 16.2 The ownership of objects which the rightful owner has not reported to the Catering Establishment within a year of their being handed in shall be transferred to the Catering Establishment.
- 16.3 If the Catering Establishment sends the Guest any objects that have been left behind, this shall take place entirely for account and risk of the Guest. The Catering Establishment is never obliged to send the objects.

Article 17 Corkage and kitchen fees

- 17.1 The Catering Establishment may forbid the Guest to use any food and/or drink brought along by himself in the Catering Establishment, including the terrace. If the Catering Establishment allows the consumption of food and/or drink brought along by the Guest, the Catering Establishment may attach conditions to such allowing, including charging a corkage and/or kitchen fee.

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- 17.2 The amounts referred to in Clauses 17.1 shall be agreed in advance or, in the absence of prior agreement, shall be fixed at a reasonable level by the Catering Establishment.

Article 18 Applicable law and disputes

- 18.1 Catering Agreements are exclusively governed by Dutch law.
- 18.2 Ingeval In the event of a dispute between the Catering Establishment and a Customer (not being a natural person who is not acting in the exercise of a profession or business), the competent court in the domicile of the Catering Establishment shall have exclusive jurisdiction, unless another court has jurisdiction under the strictly binding provisions of the law and without prejudice to the authority of the Catering Establishment to have the dispute settled by the court which would have jurisdiction in the absence of this clause.
- 18.3 All claims of the Customer shall lapse one year after they arise.
- 18.4 The invalidity of one or more of the clauses in these general terms and conditions shall not affect the validity of all other clauses. Should a clause in these general terms and conditions prove to be invalid for any reason, then parties are deemed to have agreed on a valid replacement clause which, as far as possible, has the same meaning and scope as the invalid clause.