

# General Terms and Conditions of Roompot Business

## 1. DEFINITIONS

**Arrival:** the commencement date of the period for which the Agreement between the Lessee and the Lessor is entered into.

**Accommodation:** all residences (e.g. hotel room, bungalow, apartment, etc.).

**General Terms and Conditions:** these general terms and conditions that apply to all Agreements concluded for the lease of Accommodation between the Lessee and the Lessor.

**Additional Costs:** obligatory and optional costs pertaining to the Agreement, such as tourist tax, cleaning costs and energy costs.

**Lessee:** the (legal) person who uses or allows the use of the Accommodation.

**Lease Fee:** the lease price for the Accommodation.

**Co-Lessee:** each person who makes use of the Accommodation in addition to a Lessee.

**Sub-Lease:** a lease agreement between the Lessee and a Sub-lessee for (part of) the Accommodation.

**Sub-Lessee:** each person who sub-leases (part of) the Accommodation from the Lessee.

**Agreement:** the offer signed by the Lessee, being the agreement for letting an Accommodation with the accompanying General Terms and Conditions.

**Park:** the park in which an Accommodation is located.

**Park Regulations:** the regulations applied by the Lessor for the Park.

**Written:** by letter or e-mail.

**Lessor:** the party with whom the Lessee enters into an Agreement, being Roompot Service B.V.

**Security Deposit:** an amount that may be charged as an advance payment for any damage or extra cleaning work caused during the stay by (the actions of) the Lessee. Outstanding items after the Lessee's departure can also be set off against the Security Deposit. (Any surplus of) the Security Deposit shall be refunded to the account number of the incoming payment within 1 month after departure, provided that this is known and no damage as indicated above has been noted.

Where a definition is formulated in the singular, it also applies to the plural and vice versa.

## 2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Agreements between the Lessor and the Lessee regarding the lease of Accommodations. These conditions are an inseparable part of the Agreement.

## 3. CONCLUSION OF THE AGREEMENT

An Agreement for letting an Accommodation is concluded by accepting an offer or Agreement, as evidenced by the signature and return of the offer or Agreement by the Lessee to the Lessor.

An Agreement can only be entered into by a Lessee who is 21 years of age or older. If the Lessee is under 21 years of age, the Lessor may impose additional conditions.

### **Invoice**

After signing the Agreement, the Lessee shall receive monthly invoices from the Lessor for the relevant lease period, which must be paid in advance in accordance with the provisions of Article 5 of these General Terms and Conditions. Any inaccuracies in the invoice must be reported to the Lessor within 24 hours. Afterwards, the invoice is considered accepted and no adjustment is possible.

## 4. DISSOLUTION OF THE AGREEMENT

### **Cancellation by the Lessee**

It may happen that, due to certain circumstances (unforeseen or otherwise), the Agreement must be dissolved before the start of the agreed lease period. In this case, the Lessee or his/her substitute must inform the Lessor in writing. A cancellation before the start of the agreed lease period is subject to costs.

After a cancellation before the start of the agreed lease period, the Lessee shall receive an invoice from the Lessor in which the costs are stated.

In addition to the reservation fee and any preferential fee owed, the Lessee shall owe the Lessor the following amounts:

In the event of cancellation before the start of the agreed lease period, the Lessee shall owe the Lessor the following amounts:

- For cancellations up to the 92nd day (exclusive) before Arrival: 15% of the Lease Fee.
- For cancellations between the 92nd day (inclusive) and the 62nd day (exclusive) before arrival: 50% of the Lease Fee.
- For cancellations from the 62nd day (inclusive) until 31st day (exclusive) before Arrival: 75% of the Lease Fee.
- For cancellations between the 31st day (inclusive) and 1 day (inclusive) before Arrival: 90% of the Lease Fee.
- For cancellations on the planned day of Arrival onwards: 100% of the Lease Fee.

### **Cancellation by the Lessor**

The Lessor shall be entitled to dissolve the Agreement before the start of the agreed lease period, up to a maximum of 28 days before Arrival.

In the event of force majeure or unforeseen circumstances, the Lessor shall be entitled to dissolve the Agreement immediately. Unforeseen circumstances and force majeure include (but are not limited to):

- That the Accommodation is no longer suitable for letting (e.g. due to flooding, fire or breach of contract of the Lessor).

- That the Accommodation is no longer available (e.g. due to sudden sale of the Accommodation by the Lessor, a double booking or bankruptcy of the Lessor).
- A decision made by the government/municipality where the Park in question is located.

The Lessor shall immediately inform the Lessee thereof in writing, stating the reason.

Failure to fulfil the obligations set out in the offer or in the General Terms and Conditions or Park Regulations shall be regarded as an attributable failure to fulfil the Agreement, resulting in the Lessee's liability to pay damages to the Lessor. Furthermore, this gives the Lessor the right to dissolve the Agreement.

The Lessor shall furthermore be entitled to dissolve this Agreement with immediate effect in, among other things, but not exclusively, the following cases:

- Overdue payments.
- (Suspected) criminal/illegal activities or activities other than lodging.
- Damage caused to an Accommodation.
- (Suspected) drinking or drug use.
- (Suspected) violent incidents, threats or other criminal offences.

## 5. FINANCIAL PROVISIONS

### Payment

Invoices shall be paid within the payment terms indicated on the invoice.

### Non-payment within the payment period

If the Lessor has not received the lease payments from the Lessee on time, it shall have the right to terminate the Agreement with immediate effect and the Lessee shall be obliged to compensate the Lessor for the damage suffered as a result. This damage is estimated in advance to be at least equal to the cancellation costs as referred to in Article 4. Both the damage suffered by the Lessor and the cancellation costs as referred to in Article 4 shall be set off against the amounts already paid and/or the Security Deposit.

## 6. LESSEE'S OBLIGATIONS

The Lessee shall fulfil the obligations of these General Terms and Conditions and the Park Regulations. The Lessee is also responsible and liable for the dissemination of and compliance with the General Terms and Conditions and the Park Regulations by Co-Lessees and Sub-Lessees of the Accommodation, including any guests in the Accommodation.

In the event of a Sub-Lease, the Lessee is obliged to ensure the coordination of the Sub-Lease and the Sub-Lessees on site and the Lessee guarantees the compliance of the Sub-Lessees with the provisions of the Agreement (including the General Terms and Conditions and the Park Regulations).

Failure to fulfil these obligations shall be regarded as an attributable failure in the performance of the Agreement, which shall lead to the Lessee being liable for damages to the Lessor.

## 7. (USE OF) ACCOMMODATION

### State of the Accommodation and nature of use

- The Accommodation is made available to the Lessee in good condition. If the Lessee is of the opinion that this is not the case, he/she should immediately report this in writing to the person who handed over the key to the Accommodation.

- The Lessee is obliged to treat the Accommodation and its inventory with due care and attention. The Lessee shall leave the Accommodation in the same condition in which he/she found it on arrival.
- The cleaning of the Accommodation by the Lessor for a fee, as stated in the Agreement, is obligatory for the Lessee when leasing the Accommodation.
- Any damage caused to the Accommodation by the Lessee, a Co-Lessee or a Sub-Lessee must be reported in writing to the Park reception by the Lessee before departure.
- If the Accommodation is left damaged or not clean, the Lessor is entitled to offset its damages against the Security Deposit.
- Leases (as well as Sub-Leases) are always intended to be short term. Leases for longer than 6 months are expressly not permitted.
- Permanent residence is not permitted.
- Registration in the GBA register at the lease address is not possible.

### **Maximum number of persons allowed**

The use of the Accommodation with more than the number of persons indicated in the offer/Agreement is not permitted without the written consent of the Lessor. In the event of an infringement, the Lessee may – and, upon request, must – deny Sub-Lesseees or Co-Lesseees use of the Accommodation. The Lessee has no right to restitution of (part of) the Lease Fee already paid.

It is not permitted to receive visitors or to have them stay overnight without the prior Written approval of the Lessor. In the event of an authorised overnight stay, the Lessee shall ensure the registration of said visitors in the Park's night register.

### **Pets**

Pets are only allowed if this is explicitly stated in the offer/Agreement. The undeclared bringing of pets can constitute a reason for the Lessor to deny the pet access to the Park or the Accommodation.

Pets must at all times demonstrably comply with the health and vaccination requirements in force in the country in which the Accommodation is located. Not meeting these requirements or not being able to demonstrate that these requirements are met may be grounds for the Lessor not to allow the pet into the Accommodation or Park.

The Lessee is and remains at all times liable for any damage caused by the pet to the Accommodation or the Park. There may be additional charges for bringing pets.

## **8. COMPLAINTS**

If a Lessee, Sub-Lessee or Co-Lessee has a complaint during their stay at the Park, this can be reported in writing (via the Lessee) to the Lessor, in order to give the Lessor the opportunity to resolve this complaint. This must include a statement of the nature and content of the complaint, the Lessee's contact details and any other information that may be useful to the Lessor in dealing with the complaint. The Lessor shall respond to or resolve the complaint as soon as possible.

## **9. LEASE FEE AND COSTS**

The Lessor reserves the right to change the Lease Fee and/or Additional Costs if a change in government levies or taxes gives cause to do so.

## **10. LIABILITY**

### **Lessor's liability**

- The Lessor is not liable for loss, theft (including money) and damage to property or for damage or injury caused to the Lessee, Co-Lessee or Sub-Lessee by any cause whatsoever.
- The use of the Accommodation and all facilities and services on the Park is at the risk of the Lessee and any Sub-Lessee and Co-Lessee and other guests.
- The Lessor is not liable for unexpected (construction) activities in the vicinity of the reserved Accommodation, work on access roads or main roads, noise nuisance caused by neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance caused by vermin and environmental problems in the vicinity of the Park or the Accommodation.
- The Lessee is expected to be familiar with local laws and regulations. The Lessor is not liable for the consequences of any infringement thereof by the Lessee.

### **Lessee's liability**

During the stay in the Accommodation, the Lessee is liable for the damage caused during the stay to the Park and the Accommodation, the furnishings and all the items belonging to the booked Accommodation, whether caused by the Lessee, a Sub-Lessee or a Co-Lessee.

## **11. PRIVACY**

The Lessor's privacy policy can be found on the website [www.roompot.com](http://www.roompot.com).

## **12. APPLICABLE LAW AND COMPETENT COURT**

- Dutch law shall apply to Agreements concluded, amended or supplemented on the basis of these General Terms and Conditions.
- Disputes about the Agreement may only be submitted to the competent court in Middelburg.

## **13. OTHER PROVISIONS**

- The Lessee is responsible for providing the correct contact details and must immediately notify the Lessor in writing of any change in his contact details.
- The Lessee is responsible for the correct registration in the Park's night register of all persons who actually use the Accommodation.
- The Lessee may transfer its rights and obligations under the Agreement to a third party only with the written consent of the Lessor.

# Roompot Business park regulations

Together with the "General Terms and Conditions of Roompot Business", which apply to the Agreement between the Lessor and the Lessee, the Park Regulations form a whole. Correct observance of the Park Regulations ensures the safety of the Lessee and other guests in the Park. We therefore count on your cooperation, understanding and compliance.

All capitalised terms used in these Park Regulations correspond to the definitions in the "General Terms and Conditions of Roompot Business".

## **Arrival and departure**

The invoice states the time from which the Accommodation is available.

## **Energy (water/electricity)**

Different maximum currents may apply to each Park. The Lessee must ensure that the electrical appliances used do not exceed this amount.

In the event of a power failure, the Lessee shall first check his/her own fuses and the fuse in the power box before calling the technical service. The electrical appliances must be switched off in the event of a power failure if they are not switched off automatically.

It is not permitted to tap electricity from public buildings or things like lamp posts.

It is not permitted to charge an electric car other than in the designated parking spaces. Violation of this rule may lead to a possible withholding of deposits.

## **Park facilities**

The use of the Park's facilities is not included in the Lease Fee and is at your own risk.

## **Use of Accommodation**

Each Accommodation is individual in design. Please do not take furniture that belongs in the Accommodation outside. (Garden) furniture must not be taken to other Accommodations.

The Lessee is obliged to keep the Accommodation and its immediate vicinity in a properly maintained condition. Waste must at all times be taken to the designated containers or waste disposal units in a timely manner.

If the Lessee is not present in or around the Accommodation, all loose objects such as bicycles, toys, etc. around the Accommodation must be cleared away, stored and placed out of sight. Bicycles must not be leant against the Accommodation.

It is not permitted to place party tents and satellite dishes around the Accommodations without the express Written consent of the Park manager.

Drones are not allowed without the Park manager's permission.

## **Pets (if registered at private long-term residence)**

Insofar as pets are allowed in the Park, the following applies:

- Uncaged pets must be kept on a leash at all times, except within an Accommodation, and must not cause a nuisance to the other Lessees of the Park in any way.
- Pets are to be walked in the designated areas. If there are no such areas, pets must be taken outside the Park to the designated areas. In the event of "accidents", the person accompanying the pet must take care of the removal of this contamination.
- Pets are not allowed in public places in the Park, such as swimming pools, restaurants, supermarkets, etc., unless explicitly stated otherwise.

Lessees are responsible for complying with all legal requirements concerning the bringing and staying of pets.

### **Health, hygiene and maintenance**

- The Lessee, Co-Lessee and Sub-Lessee must comply with the guidelines of the Dutch National Institute for Public Health and the Environment (RIVM) and the Dutch Municipal Health Service (GGD). The Lessee is responsible for ensuring that the Co-Lessee and Sub-Lessee are familiar with the current regulations. A pandemic is an example of a situation where additional measures may apply.
- It is not allowed to feed birds or other animals, other than pets, in the Park. Leaving food in the Park is strictly forbidden for reasons of hygiene and to avoid vermin.
- Waste should be disposed of in the appropriate (separate) containers. It is not allowed to place waste next to the containers or elsewhere in the Park. The waste should be packed in closed plastic bags.
- Bulky waste such as pallets, white goods, garden chairs, rugs, etc. must not be left in the Park unless the Park manager permits it at a designated place.
- It is not permitted to deposit green waste (pruning and mowing waste) in the containers.
- It is forbidden to pick flowers, pull branches or bushes or hammer nails into trees. Digging holes and damaging public greenery is also not permitted.
- Urinating in public is not permitted and may result in a deposit being withheld.

### **Use and return of keys, cards etc.**

In case of loss of keys/passes etc., costs shall be charged. In the case of key passes, this is an amount of €50.00. With regard to physical keys and locks, this amount is communicated from the Park. It is not permitted to give keys or passes in use to anyone other than a Co-Lessee or Sub-Lessee.

Upon departure, all keys that the Lessee has received for the Accommodation must be returned to the point of issue of the keys.

### **(Night) peace and nuisance**

Lessees of the Park must behave correctly and refrain from doing anything that might reasonably cause offence or nuisance to the Lessor or other Lessees.

- Between 23:00 and 07:00, night peace must be respected. Lessees must strictly observe this night peace. This means, among other things, no loud conversations, music or any other noise. Motorised vehicles may not be used during this period.
- It is not permitted to use music carriers, musical instruments and other objects that cause or could cause noise pollution in such a way as to cause a nuisance. With the receipt of a complaint from another Lessee, the nuisance is in principle established.
- Public drunkenness is prohibited. A Lessee is not permitted to have open bottles or cans of alcoholic beverages with him/her outside the Accommodation, other than on the accompanying terrace.
- Security guards are also available in most of the parks. Instructions from personnel (including these security guards) must be followed immediately.

### **Maintenance and cleaning work/faults**

The Lessor reserves the right to carry out (cleaning) work in and around the Accommodation from 08:00.

- Urgent disturbances reported to the Park reception shall be resolved as soon as possible.
- The Lessor is always entitled to enter the leased Accommodation for inspection or to carry out maintenance work, without the Lessee being entitled to a full or partial refund of the Lease Fee paid or still to be paid. The Lessor shall also have the right to take buildings and installations temporarily out of operation for maintenance work,

without the Lessee being entitled to a full or partial refund of the Lease Fee paid or still to be paid. The Lessor shall announce such a visit in good time. In urgent cases, the Lessor may refrain from making such an announcement.

### **Parking**

In general, one motor vehicle is allowed per Accommodation, unless otherwise indicated. Motor vehicles of visitors are not allowed. The Lessor reserves the right to change the parking policy applicable to a Park.

- Vehicles shall be parked in the designated areas.
- Parking on the roads is prohibited at all times.

If these parking rules are violated, the Lessor reserves the right to remove the vehicle or have it removed and/or to apply a wheel clamp. The costs thereof shall be borne by the Lessee concerned.

### **Safety requirements**

The Lessee is obliged to immediately follow all traffic and safety regulations and the instructions of the personnel.

- In view of emergency situations and access for emergency services, paths, access roads and barriers must always be kept free of motor vehicles and other obstacles.
- It is not permitted to carry out repairs to motor vehicles or wash motor vehicles in the Park, unless an opportunity to do so is explicitly provided.
- It is forbidden to park or store damaged or scrapped cars, trailers or other vehicles and vessels, as well as other goods or substances that may have been taken out of use, in the Park.
- Normal traffic rules apply in the Park. By way of derogation, the maximum speed on the Park for all vehicles is 10 km per hour, unless explicitly stated otherwise. Only resident traffic is allowed. Pedestrians and (playing) children always have priority.
- It is forbidden to use scooters, mopeds, electric scooters and other electrically-propelled vehicles (with the exception of cars and mobility scooters) in the Park. In special cases, at the discretion of the Park manager, an exemption may be granted from this ban. This exemption is only valid when provided in Writing.
- Open fires are strictly prohibited in the Park. Due to fire hazards, leaving candles burning without anyone present, as well as throwing away burning cigars, cigarettes and matches, is prohibited. The presence of flammable and explosive substances is also prohibited.
- The use of a barbecue in the Park is not permitted.
- Electricity, gas and water installations that you bring with you must meet the legal requirements.
- LPG tanks other than those used for the propulsion of a motor vehicle are prohibited. Oil heating is also prohibited.
- If fire should occur for any reason, the Lessee must immediately raise the alarm, so that the fire can be extinguished as soon as possible.

The following is also forbidden and the Lessor applies a zero-tolerance policy, resulting in an immediate removal from the Park:

- Consumption of alcohol outside the Accommodation and outside the catering establishments.
- Using or possessing drugs on, around or in the Accommodation.
- Using tap systems with pressure cylinders on, around and in the Accommodation.
- It is forbidden by law to possess weapons.
- Smoking in the Accommodation.

### **Lost and found**



Found objects can be handed in at the Park reception. Upon request of a possibly already departed Lessee, the found object can be sent to him/her at his/her expense and risk (cash on delivery). The Lessor is never liable for any damage to the found object.

If the owner of a found object does not report it within one month after it has been handed over, it is assumed that the owner has relinquished possession of it.

#### **Removal from premises/denial of access**

All Lessees, Sub-Lessees and Co-Lessees must strictly comply with the rules and regulations contained in the Offer, the General Terms and Conditions and the Park Regulations and must strictly follow the instructions of the Lessor's staff and any security guards present in any form or context. This also applies to the rules for using the Park's facilities.

In the event of non-compliance with these conditions and rules, as well as in the event of failure to follow the instructions of the personnel, the Lessor is entitled to remove the Lessee, Sub-Lessees and Co-Lessees from the Park or to have them removed, whereby further access to the Park shall be denied, without the Lessee being entitled to a full or partial refund or discount on the Rental Fee(s) that has been or shall be paid, without prejudice to the Lessor's right to claim compensation for the damage caused by the breach. In general, a warning shall be issued first. In urgent cases, at the Lessor's discretion, this may be waived and immediate removal and access to the Park shall be denied. In case of removal, the Lessee, Sub-Lessee or Co-Lessee must leave the Accommodation and the Park within 24 hours after the Lessor has received the notification.

#### **Unforeseen cases**

In cases not covered by the General Terms and Conditions or these Park Regulations, the competent Dutch court shall decide.