

Terms and Conditions

For renting or letting bungalows and apartments

Feel Good Holidays, Port Greve

Artikel 1: Definitions

In these General Terms and Conditions, unless otherwise stated in the article under:

- A. **Vacation accommodation:** Vacation accommodations at Park Port Greve in Brouwershaven, bungalows, and apartments.
- B. **Arrival:** The start date/time of the Agreement between the Renter and the Park.
- C. **General terms and conditions:** These terms and conditions apply to the agreements and Contract between the Tenant of bungalows and apartments and the Park, as well as Feel Good Holidays.
- D. **Additional costs:** These include costs such as tourist tax, pets, bed linen, and levies and other requested services.
- E. **Deposit:** Feel Good Holidays may request a deposit as security for any damage or
- F. **Additional costs** incurred by the Tenant during the stay, such as extra work or damage. If the Tenant's account number is known and no damage or additional costs have been identified, the deposit will be refunded within 10 business days after departure.
- G. **Customer service:** still open
- H. **Feel Good Holidays:** Feel Good Groups B.V., located in Scharendijke, registered under trade register number 98763989, trading under the name Feelgood Holidays B.V., hereinafter referred to as FGH.
- I. **Facilities:** all facilities within and/or outside the Park that may be used on the basis of the Agreement.
- J. **Group reservation:** a reservation of 2 or more accommodations.
- K. **Tenant:** the person who makes a reservation through Feel Good Holidays, as well as the persons who (will) share use of the rented Accommodation.
- L. **Rental price:** the Flexible or Standard price agreed upon when entering into the Agreement.
- M. **Inventory:** all contents, including the furnishings of the Accommodation, all of this in the broadest sense of the word.
- N. **Long stay:** a reservation of 22 nights or more.
- O. **No show:** failure by the Tenant to arrive at the Park within 24 hours of the first check-in time on the Arrival Date, without prior notification to Feel Good Holidays or the Park Reception.
- P. **Agreement:** the Agreement that the Renter enters into with Feel Good Holidays regarding the rental of the Accommodation for recreational use.
- Q. **Park regulations:** the regulations applicable at Park Port Greve, including but not limited to the use of the Accommodation, Facilities, etc.
- R. **Reception:** the reception area at the Park where the Tenant must report for check-in and check-out and where the Tenant can go with any questions.
- S. **Travel sum:** the Rental Price for the Accommodation including any Additional Costs.
- T. **Reservation:** booking accommodation with Feel Good Holidays.
- U. **Park:** the location where the Accommodation is situated.
- V. **Cancellation:** Written termination by the Tenant prior to the arrival date of the stay.
- W. **Utilities:**
 - **Electricity**
 - **Gas**
 - **Water**
 - **Sewer connection**
 - **Internet and telephone**

- X. **Dispute:** Conflict between Tenant and Feel Good Holidays

The definitions can be used in the singular and plural without losing their meaning.

Artikel 1 Application

- A. These General Terms and Conditions apply to all offers, promotions, reservations, and agreements for Feel Good Holidays accommodations..
- B. The tenant's general terms and conditions are expressly not accepted..
- C. Any deviating agreements are only valid if they have been confirmed in writing by both the renter and Feel Good Holidays.

Artikel 2: General obligations for the tenant

Use and maintenance: The accommodation must be used carefully and in accordance with its intended purpose (recreation). The tenant is liable for damage caused by carelessness or negligence.

Liability: The tenant is responsible for the rented bungalow and the grounds, and liable for damage caused by themselves, fellow travelers, or visitors.

Occupancy: It is not permitted to sublet the accommodation or allow more people to stay than agreed in the contract.

Inventory: The tenant must treat the inventory with care and is liable for replacing damaged or broken items.

Termination: The tenant must leave the accommodation at the agreed time and return it in the same condition as at the start of the rental period, unless otherwise agreed in the contract.

Artikel 3: Duration and termination of Agreement

The Agreement shall terminate automatically upon expiry of the agreed term, without notice of termination being required.

Artikel 4: Price and Price Changes

- A. The price is agreed upon based on the rates applicable at that time, which are determined by **Feel Good Holidays**.
- B. If, after agreement on the price, there is an increase in costs on the part of **Feel Good Holidays**, as a result of charges and/or levies that directly affect the accommodation or the Tenant, these may be passed on to the Tenant, even after the Agreement has been concluded.

Artikel 5: Payment

- A. The **Renter** must pay in euros unless otherwise agreed, taking into account the agreed terms.
- B. If, despite prior written reminders, the **Renter** fails to meet their payment obligation within two weeks, **Feel Good Holidays** has the right to terminate the Agreement with immediate effect. In which case, the right to full payment of the agreed price remains.
- C. In addition to the Rental Price, the Renter also owes Feel Good Holidays Additional Costs.
- D. The **tourist tax** and levies are partly determined by the municipality in which the Park is located. The Tenant is at all times liable for this tourist tax and levies, which form part of the Additional Costs.

- E. If **Feel Good Holidays** does not receive the full amount owed on the day of arrival, we are authorized to deny the Tenant access to the park, in which case the right to the full amount owed remains.

Artikel 6: Cancellation

- A. In the event of cancellation, the Renter shall pay compensation to Feel Good Holidays.
- Cancellation more than 3 months before arrival date, 15% of the agreed price
 - For cancellations within 3 to 2 months prior to arrival date, 50% of the agreed price.
 - For cancellations made between 2 and 1 month prior to the arrival date, 75% of the agreed price.
 - For cancellations within 1 month prior to arrival date, 90% of the agreed price.
 - In case of cancellation on the day of arrival, 100% of the agreed price
- B. The compensation will be refunded proportionally, after deduction of administrative costs, if the place is reserved by a third party on the recommendation of the Tenant and with the written consent of Feel Good Holidays, for the same period or part thereof.

Artikel 7: Use by third parties

- A. Use of the vacation accommodation by third parties is only permitted if Feel Good Holidays gives its written consent.
- B. The consent given may be subject to conditions, which will then be laid down in writing in advance.

Artikel 8: Early departure of the Tenant

- The Tenant is liable for the full price of the agreed period, even if they leave early.

Artikel 9: Interim termination by Feel Good Holidays and eviction in the event of attributable failure and/or unlawful act.

- A. **Feel Good Holidays** may terminate the Agreement with immediate effect.:
- If the Tenant/co-tenants or third parties fail to comply with the obligations under the agreement, despite prior written warnings. Even if the agreement is complied with, but to such an extent that, according to standards of reasonableness and decency to which Feel Good Holidays cannot allow the agreement to proceed..
 - If, despite prior warnings, the Tenant causes nuisance to Feel Good Holidays or fellow tenants, or spoils the good atmosphere in the immediate vicinity of the park.
- B. If Feel Good Holidays wishes to terminate the agreement prematurely and evict the Tenant, this must be communicated to the Tenant in a letter delivered in person. This letter must inform the Tenant of the possibility of submitting the Dispute to the Disputes Committee. In urgent cases, the written warning may be omitted.

- C. After termination, the Tenant must vacate the accommodation and leave the premises within 4 hours.
- D. The Lessee remains obliged in principle to pay the agreed rate..

Artikel 10: Laws and Regulations

- A. **Feel Good Holidays** ensures at all times that the vacation accommodation, both internally and externally, meets all environmental and safety requirements that are or may be imposed on the vacation accommodation by the government.
- B. The **Tenant** is obliged to strictly comply with all safety regulations applicable on the premises. They are responsible for ensuring that guests or third parties visiting them also strictly comply with the applicable safety regulations at all times.

Artikel 11: Maintenance and construction

- A. **Feel Good Holidays** is obliged to maintain the recreation area and central facilities in good condition.
- B. **The Tenant** is obliged to keep the vacation accommodation in the same condition as it was when the guest arrived at the accommodation.
- C. **Tenants**, fellow guests, and third parties are strictly prohibited from digging on the grounds, cutting down trees, pruning shrubs, or carrying out any similar activities.

Artikel 12: Liability

- A. Feel Good Holidays' legal liability for damages other than injury and death is limited to a maximum of €455,000 per event. Feel Good Holidays is obliged to take out insurance for this..
- B. **Feel Good** Holidays is not liable for accidents, theft, or damage on the premises, unless this is attributable to **Feel Good Holidays**.
- C. **Feel Good Holidays** is not liable for the consequences of extreme weather conditions or other forms of force majeure.
- D. **Feel Good Holidays** is liable for disruptions in utilities, unless it can invoke force majeure.
- E. **The Tenant** is liable to Feel Good Holidays for damage caused by the actions or omissions of themselves, their fellow guests, or third parties. Insofar as the damage can be attributed to the Tenants,
- F. **Feel Good Holidays** is obliged to take appropriate measures after receiving a report from the tenant about nuisance caused by other tenants.
- G. All statements are subject to printing and typesetting errors. Feel Good Holidays accepts no liability whatsoever for the consequences of any printing or typesetting errors.
- H. **The tenant** is responsible for ensuring that they have valid travel documents. **Feel Good Holidays** accepts no liability for the consequences of not having the correct travel and/or medical documents and/or vaccination certificates that are required at that time.

Artikel 13: Dispute resolution

- A. The Tenant and Feel Good Holidays are jointly bound by the decisions of the Disputes Committee.
- B. All Disputes relating to the Agreement shall be governed by Dutch law. Only the Disputes Committee or a Dutch court shall have jurisdiction to hear these Disputes.

- C. In the event of a Dispute concerning the conclusion or performance of this Agreement, the Dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Disputes Committee no later than 12 months after the date on which the Tenant submits the complaint to Feel Good Holidays.
If Feel Good Holidays wishes to bring a Dispute before the Disputes Committee, it must ask the Tenant to state within 5 weeks whether or not they wish to appear before the committee. Feel Good Holidays must announce that it will consider itself free to proceed after the expiry of this period.
- D. For the handling of Disputes, reference is made to the regulations of the Recreation Disputes Committee. The committee is not authorized to handle Disputes relating to illness, injury, death, or non-payment of an invoice for which no material complaint has been lodged.

Artikel 14: Privacy

- A. By accepting the Terms and Conditions, the **Renter** gives **Feel Good Holidays** permission to register their personal data in the reservation system and to provide it to the park, all in accordance with the General Data Protection Regulation (GDPR).
- B. At the request of the Tenant, **Feel Good Holidays** will correct, supplement, delete, or block the tenant's data if, for example, the data is factually incorrect. This may result in the tenant no longer being able to use (part of) our services.

Artikel 15: Complaints and Customer Service

- If the Tenant has a complaint during their stay at the park, they are obliged to report this on site at the park's reception desk. If the Tenant is no longer staying at the park or if the complaint has not been resolved to their satisfaction, they can notify the park by email at info@feelgoodholidays.nl, stating the surname of the main booker, the email address used to make the booking, telephone number, reservation number, date of complaint, park, description of complaint, and expectations. The complaint must be submitted within one month of departure.

Artikel 16: Deposit

- **Feel Good Holidays** is authorized to claim the Deposit at any time. The Tenant must cooperate in this and hand over the deposit.

Artikel 17: Reservations

- A. **Feel Good Holidays** reserves the right not to process bookings made by persons under the age of 18.
- B. **Feel Good Service** reserves the right to refuse reservations or to impose additional conditions without stating reasons.
- C. If the Renter does not receive a reservation confirmation with accompanying invoice within 5 days of making the Reservation, the Renter must contact Customer Service. In the absence of a reservation confirmation/invoice, the Reservation cannot be invoked.
- D. **Feel Good Holidays** points out that the reservation made by the tenant is legally binding. A right of withdrawal (the so-called cooling-off period) of 14 days does not apply to the agreement that the tenant enters into with Feel Good Holidays.