

General terms and conditions

1. Scope

1.1 These General Terms and Conditions apply to all offers, bookings and agreements relating to all accommodation units and facilities let by Vakantiepark Duinrust or its affiliated enterprises.

1.2 The concept “Tenant” in these General Terms and Conditions is understood to mean the person who concludes an agreement with Vakantiepark Duinrust for the rent / use of an accommodation unit. The concept of “user”, also indicated hereafter as “guest”, is understood to mean: the tenant and the persons stated by the tenant as those who (will) use the accommodation and/or other facilities rented by the tenant.

1.3 These General Terms and Conditions apply, regardless of your (prior) reference to any own terms and conditions or to other general terms and conditions. Vakantiepark Duinrust rejects all General Terms and Conditions to which you refer or which you use.

1.4 Arrangements derogating from these General Terms and Conditions will only be valid if they have been agreed in writing.

2. Reservations

2.1 Vakantiepark Duinrust exclusively and solely handles bookings made by people 18 years of age or older. Therefore, bookings made by people younger than 18 years old are invalid.

2.2 Vakantiepark Duinrust reserves the right to refuse derogating bookings, namely groups, without giving any reasons.

2.3 If Vakantiepark Duinrust accepts to handle your booking, it will send you a written booking confirmation (by email) within 7 working days after the booking has been made. When you have received it, you will need to check to see that it is correct. Any inaccuracies must be reported to Vakantiepark Duinrust immediately.

2.4 If you have not received a booking confirmation within 7 working days after you have booked, you must contact Vakantiepark Duinrust without delay, failing which you will not be able to rely on the booking.

2.5 An agreement is formed between you and Vakantiepark Duinrust at the moment that Vakantiepark Duinrust has sent you a booking confirmation.

2.6 The agreement relates to the rent of an accommodation unit and other facilities for recreational use and/or temporary residence, which is short-term in nature.

3. Amendments to the agreement

3.1 Vakantiepark Duinrust is not obliged to accept any amendments that you wish to make to the agreement after it has been formed. Vakantiepark Duinrust is at liberty to determine whether and to what extent it accepts such amendments. If Vakantiepark Duinrust accepts your amendments, it will only confirm this in writing and it can charge you for any amendment costs.

4. Replacement

4.1 Neither the tenant nor other users are allowed to let anyone other than the people named in the agreement use the accommodation unit under any circumstances whatsoever and for any reasons whatsoever unless there is a written agreement to the contrary with Vakantiepark Duinrust.

General terms and conditions

4.2 If you and Vakantiepark Duinrust have agreed that you and/or one or more users whom you and/or other users replace, you, in addition to the tenant and/or users replacing you and/or other users, remain jointly and severally liable vis-à-vis Vakantiepark Duinrust for paying the part of the rental amount still outstanding, the amendment costs (see Article 3.1) and any additional costs pursuant to the replacement and possible cancellation costs.

5. Prices

5.1 You owe Vakantiepark Duinrust the agreed rental price as it is stated in the booking confirmation. Vakantiepark Duinrust will have the right to increase its prices and to charge you for the increased price if the (personnel, energy, tax, etc.) costs for Vakantiepark Duinrust have been increased unexpectedly after the agreement was concluded and such increase can be proven. If such price increase is to be implemented within 3 months after the agreement has been concluded, and such price increase amounts to over 5% of the previously agreed price, you will have the right to terminate (cancel) the agreement on those grounds.

5.2 Price reductions and/or special offers can no longer be used if Vakantiepark Duinrust has already sent the confirmation of the booking/invoice.

5.3 To the extent applicable, all prices include VAT, unless there is a statement to the contrary.

6. Additional costs

6.1 In addition to the rental, you/the tenant will owe rental for the bed linen, tourist tax and final cleaning costs, including a contribution to any other levies.

7. Payments

7.1 A down payment may be required for any booking that has been confirmed by a booking confirmation and that has been made 2 months prior to the rental period. Payment is required to be remitted to Vakantiepark Duinrust immediately, except where a due payment date is stated.

7.2 Rental amounts increased by any costs charged, minus any down payment made as stated on the respective booking confirmation, must have been paid to Vakantiepark Duinrust by the due payment date stated on the booking confirmation.

7.3 For bookings made within 3 weeks before the day on which your stay commences, the entire booking amount must be paid in a lump sum and immediately upon the booking or by the due date stated or, if you reserve by telephone, within 14 days following the date of the booking confirmation. If, upon arriving at the park, it appears that the booking amount has not yet been deposited (in full) into the Vakantiepark Duinrust bank account, then you will need to pay the (remainder of the) booking amount on site. If payment is not made in accordance with the above, Vakantiepark Duinrust can deny you any use of the accommodation unit and/or other facilities. If it subsequently appears that you did indeed instruct payment to be made but that the amount had not yet been credited to the Vakantiepark Duinrust bank account, then the overpaid amount will subsequently be reimbursed to you.

General terms and conditions

7.4 If the amounts invoiced to you have not been paid in good time, you will be in default immediately after the period within which they should have been paid has expired. In that case, Vakantiepark Duinrust will write to you to provide you with the possibility of still paying the outstanding amount within 7 days. If payment is not made then either, Vakantiepark Duinrust reserves the right to terminate (cancel) the agreement as from the day on which the 7 days expire and you will be liable for any damages that Vakantiepark Duinrust suffers or will suffer as a result, which will include any costs that Vakantiepark Duinrust needed to incur with regard to your booking and its termination. In any event, Vakantiepark Duinrust has the right to charge cancellation costs per accommodation unit. In that case, the provisions of Article 13 apply.

7.5 Vakantiepark Duinrust always has the right to settle any claims against you for any reason whatsoever against any amounts that you have paid for any reason whatsoever.

8. Arrival and departure

8.1 The rented accommodation unit can be occupied as from 3 p.m. on the agreed day of arrival as stated in the booking confirmation. The accommodation must be vacated before 10 a.m. on the agreed day of departure as stated in the booking confirmation.

8.2 If you wish to continue the agreement with Vakantiepark Duinrust for longer than the agreed duration and Vakantiepark Duinrust consents to this, Vakantiepark Duinrust will always be entitled to allocate a different accommodation unit.

If the use of the accommodation and/or facility is terminated sooner than on the agreed date, as stated in the booking confirmation, the tenant will not be entitled to reimbursement of (a part of) the rental price at all and/or costs calculated by Vakantiepark Duinrust. If you have concluded a cancellation insurance policy and you meet the conditions set by the insurance company, you can submit a loss claim directly to the insurance company for earlier termination of your stay.

9. Regulations

9.1 All guests must comply with the rules set out by Vakantiepark Duinrust and laid down in publications such as the park regulations. You will be given these regulations together with your booking confirmation.

9.2 In accordance with the local ordinances, people are obliged to identify themselves on check-in if they are asked to do so. If guests cannot show any proof of their identity, Vakantiepark Duinrust cannot, nor may they, accommodate the guests.

9.3 Every accommodation unit may only be occupied by the number of people stated in the brochure.

9.4 The holiday home is intended for you and your travel group. It is forbidden to organise any parties, events or meetings with invited guests other than the people in your travel group. Vakantiepark Duinrust reserves the right to immediately remove you, the tenant and any other user from the park without reimbursing the rental amount or a part of it if this is not duly respected.

9.5 Vakantiepark Duinrust reserves the right to make any changes to the set-up and opening times of the park facilities. For the purposes of essential maintenance and without any right to any compensation, you must allow work to be performed to the accommodation unit or other facilities during the stay.

9.6 For safety purposes, putting up tents in addition to the accommodation unit is not allowed.

General terms and conditions

9.7 The tenant must return the accommodation unit after it has been swept clean (so: do not leave behind any dirty dishes, strip the beds of the linen, fold it up and put it in the hall, clean the kitchen and put the litter bag in the respective bin).

9.8 Tenants are obliged to rent bed linen from Vakantiepark Duinrust.

9.9 It is forbidden to use or connect appliances that use high electric charging, including, but not restricted to, air conditioning appliances and electric cars.

9.10 If the rules, Park regulations and Regulations listed in these General Terms and Conditions are contravened and/or the instructions of the personnel are not duly respected, Vakantiepark Duinrust will have the right to remove you, the tenant and any other user from the park without delay, without reimbursing the rental amount or a part thereof.

9.11 If the management of the park has a serious suspicion that the tenant is acting in conflict with the Act and/or Public Order and/or common decency, the park management will have the authority to provide itself access to the recreation home.

10. Pets

Depending on the accommodation, Vakantiepark Duinrust will allow a maximum of three of the tenant's or user's pets. If you and/or other users wish to bring along any pets, you must state this immediately when making the booking. In that case, Vakantiepark Duinrust will charge you a surplus, which you will pay. Vakantiepark expressly reserves the right to refuse pets to the park – without giving reasons. In any event, pets are not allowed in single accommodation units.

10.2 Pets are not allowed any access to public places and centre facilities. Pets must be put on leash outside the accommodation unit and in the park. Instructions on site must be duly followed. Pets should not be walked in the park, they must be taken to public roads to be let out and the on-site cleaning options must be used.

10.3 You are at all times liable for any damage caused by your dog in any way. And upon departure you must leave the accommodation and garden free of hair and feces.

10.4 Dog basket must be brought along. Your dog is not allowed on the couches, chairs or beds and please do not use the duvets or pillows as dog cushions. Also a flea collar/treatment for dogs/cats is mandatory.

10.5 Cage pets are free of charge (although they do need to be reported while the booking is being made).

10.6 Visitors pets are not allowed.

10.7 The rule for the transport of animals to countries in the EU is that they must have a passport in keeping with the European model (as from 3 July 2004). The animals must be vaccinated against rabies, and it is mandatory that they be identified by means of a chip or tattoo. You are personally responsible for having the correct travel documents required for you destination.

11. Breakage and missing objects

11.1 The tenant stated in the booking confirmation is responsible for ensuring that the stay in and around the rented accommodation unit or anywhere else in the park is orderly, to the extent that such is influenced by him or the people in his group, which does not compromise the responsibility or liability of the other users/guests.

General terms and conditions

11.2 In addition, the tenant is always liable for damage by breakage and/or damage to the property inventory and/or accommodation unit, which does not compromise the liability of other users. The tenant must immediately report any damage to Vakantiepark Duinrust and immediately pay for the damage on site unless the tenant can prove that he, other users or one of the members of his travel group are or is not personally to blame for the cause of the damage.

12. Guarantee amount

12.1 At the start of the stay, Vakantiepark Duinrust can demand that a guarantee in the amount of between at least € 150.00 and an amount agreed per accommodation unit be paid. If the guarantee is not paid immediately, Vakantiepark Duinrust is entitled to deny the tenant and/or other users access to and use of the accommodation unit.

12.2 If you fail to pay the guarantee, Vakantiepark Duinrust will be entitled, in addition, to terminate (cancel) the agreement with immediate effect.

12.3 The guarantee amount or possible remainder thereof after Vakantiepark Duinrust has subtracted a claim vis-à-vis the tenant and/or users from it, will be reimbursed if you leave the accommodation unit appropriately, with due respect of the provisions laid down in Article 9. Any claims to compensation for damages are not made by such reimbursement.

13. Cancellation costs

13.1 Cancellation costs will be owed if a booking is cancelled. If you cancel more than one month before your date of arrival, you pay 30% of the total costs and if you cancel within one month before the date of arrival, you will pay the total costs/agreed rental price, including additional costs.

13.2 You can take out an insurance policy against this risk by taking out a cancellation insurance policy simultaneously with your booking.

13.3 Where a booking confirmation for a reservation has been sent and/or a booking by telephone has been made, the tenant can cancel the booking free of charge within 3 working days. Article 13.1 will take effect thereafter.

13.4 If you have not arrived within 24 hours following the agreed date without any further notification, such fact will be regarded as cancellation.

14. Booking in advance

14.1 It is not possible to make a booking for a period for which the rates have not yet been published.

15. Force majeure and changes

15.1 If, due to force majeure, it is impossible for Vakantiepark Duinrust to fully or partly execute the agreement, Vakantiepark Duinrust will put forward a proposal for change (for another accommodation unit/different period, etc.) within 14 days after it has been informed of the impossibility to comply with the agreement.

15.2 There is force majeure on the part of Vakantiepark Duinrust if either all or part of the agreement cannot be executed, whether or not this is prevented temporarily by circumstances beyond the control of Vakantiepark Duinrust, which includes danger of war, strikes by personnel, blockades, fire, flooding and other disruptions or incidents.

General terms and conditions

15.3 You are entitled to refuse the change proposal. If you reject the change proposal, you must disclose this within 10 working days after you have received it. In that case, Vakantiepark Duinrust has the right to terminate the agreement with immediate effect. You will then be entitled to remission and/or reimbursement of (the part of) the rental amount (already paid). Vakantiepark Duinrust will then not be liable to pay any compensation for any damages.

16. Notice

16.1 Vakantiepark Duinrust has the right at all times to terminate the agreement with immediate effect if personal data provided regarding yourself and/or other users are incomplete and/or incorrect when the booking is made. In such a case, there will not be any restitution of the rental or a part thereof.

17. Liability

17.1 Vakantiepark Duinrust does not accept any liability for theft, loss of or damage of or to objects or people of any nature whatsoever, during or pursuant to a stay in our park and/or the rental/use of an accommodation unit and/or other facilities of Vakantiepark Duinrust unless intent or gross negligence on the part of Vakantiepark Duinrust or (one of) its employees is concerned.

17.2 Liability for damage consisting of loss of holiday enjoyment or business and other pursuant loss is excluded under all circumstances. Furthermore, Vakantiepark Duinrust is in no case whatsoever liable for damage for which there is liability for a travel and/or cancellation insurance policy or any other insurance policy.

17.3 Vakantiepark Duinrust is not liable for any interruptions in the service provision or defaults caused by services provided by third parties.

17.4 In any event, liability based on a wrongful act is limited to a maximum of €75,000.00 for personal accidents per guest per stay and liability for material damage is in any event limited to a maximum of €1500,00 per tenant/user per stay.

17.5 You, together with the user, are jointly and severally liable for any loss and/or damage to the rented accommodation unit and/or other properties of Vakantiepark Duinrust, which was caused while you and/or other users were using it, regardless as to whether such is the consequence of an act or omission by you and/or by third persons who are in the park with your consent.

17.6 You will indemnify Vakantiepark Duinrust against any claims regarding damage suffered by third parties which is the (joint) result of any action or omission by you, other users, your travel mates or third parties who are in the park with your consent.

17.7 If the accommodation unit is used incorrectly or is left behind inappropriately, including, yet not limited to, exceeding dirt, additional costs will be charged, which you will then be obliged to pay.

General terms and conditions

18. Complaints

18.1 Despite the care and efforts on the part of Vakantiepark Duinrust, you may be of the opinion that you have a legitimate complaint regarding your holiday stay. In the first place, you must report such complaint on site and immediately to the park reception where you are staying. If you are of the opinion that your complaint is not dealt with satisfactorily, then you have a maximum period of 1 month after having left the park where you stayed to submit the complaint in writing to Vakantiepark Duinrust, Attn. Guest Service Department, Randweg 6, 2204 AL, Noordwijk, and remember to mention the booking number, name, address and residence details, the date of your stay and the accommodation unit number. The complaint will then be handled with the greatest care. If this does not produce any satisfactory solution either, then you have the opportunity, for a maximum period of 3 months after having left the park, to have your complaint handled by the Disputes Commission in The Hague or to submit the complaint to the court having jurisdiction in accordance with the law. The said commission's decision will have the force of a binding opinion.

19. Applicable Law

19.1 Dutch law exclusively governs the agreement between you and Vakantiepark Duinrust.

20. Travel documents

20.1 You are personally responsible for having valid travel documents required for your destination. Vakantiepark Duinrust does not accept any liability for the consequences arising from not having the correct travel documents.

21. General

21.1 Obvious printing and type-setting errors do not bind Vakantiepark Duinrust. All previous publications will lapse because of these General Terms and Conditions.

21.2 Any details with which you provide us will be included in a file. The database is used for administration purposes regarding our guests. Both we and third parties can use these data to provide targeted information and offers for our products and services. We can have your data combined with data known to other companies so that, where possible, this information and any advantageous offers can be coordinated with your field of interest. If you do not wish to be sent interesting information or offers, you can let us know by sending a card to Vakantiepark Duinrust, Guest Service Department, Randweg 6, 2204 AL in Noordwijk.

Additional Conditions

Last-minute prices apply exclusively to new bookings; the prices shown exclude final cleaning, bed linen (mandatory), tourist tax, other levies and any preferential costs; price changes reserved. The price stated on the booking confirmation is binding. The reduced prices in the last-minute overview do not apply if combined with other reduction, actions, offers, all-inclusive arrangements or savings programmes. Availability is limited and can differ per type of accommodation unit and arrival date. The general terms and conditions of Vakantiepark Duinrust as outlined above apply to all last-minute deals in the overview.