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# 1. Introductory provisions

**High season:** the summer period running from Saturday July 20<sup>th</sup> to Saturday August 24<sup>th</sup> 2019.

Baby: a child of two years or younger, unless stated otherwise.

Kind: a child of three years or older, unless stated otherwise.

**Correspondence Center:** the Villatent central point of contact, which can be reached on workdays by:

- telephone: 085-301 08 98;
- chat as indicated on our website;
- e-mail at info@villatent.nl;

#### Online payment methods:

- iDeal during reservation or via the iDeal link in the reservation confirmation
- Money transfer
- Credit card (if specified on the reservation)
- Bancontact (Belgian guests)
- Sofortbanking (German guests)

**Agreement:** a mutual agreement you reached with Villatent in a manner described in article 3 of this paragraph;

**Personal data:** data concerning any kind of information with which you can be identified directly or indirectly as a natural person;

Account number: IBAN: NL76RABO0312362064, in the name of: Villatent Europe B.V;

Reservation: when you enter into a travel agreement with Villatent;

#### Website: www.villatent.com;

**Office days:** Monday to Friday, with the exception of officially recognized public holidays in the Netherlands;



# 2. General provisions

# 2.1. Application

These general conditions apply to all agreements entered into with Villatent Europe B.V. (from here on: Villatent). This is principally about renting fully equipped safari tents. By making a reservation you agree that you have read and understood our terms and conditions, and that you agree with them. You can view our terms and conditions below, where our mutual rights and obligations are stipulated.

# 2.2. Concluding agreement

# On our website

By making a reservation on our website an agreement is concluded if:

- 1. You finalize all reservation data;
- 2. You agree to our terms and conditions and/or other conditions that apply to the reservation;
- 3. You click on 'book' after selecting your payment method;

# Through our contact center

In case you make a reservation through our contact center, an agreement goes into effect after you have completed the following steps:

- 1. You provide the required reservation details to our contact center;
- 2. You give us permission to file the (option) (-) reservation in our reservation system. With this you agree to these general conditions and/or other conditions that may apply.

#### **Identity Villatent**

Villatent Europe B.V., also trading under the name Villatent and Villatent.nl

#### Visiting address: Utrechtseweg 4D, 3927 AV Renswoude

E-mail address: info@villatent.nl Phone number: 085-301 08 98

#### 2.3. Intellectual property

Both our website and the content and media of the website are protected as the intellectual property of Villatent. Sections of the website may only be used for personal and non-commercial purposes. In order to use for commercial purposes any of the Villatent protected content, our written consent must be asked for and given via e-mail.

# 2.4. Changing the general terms and conditions

We reserve the right to change these Terms and Conditions unilaterally. We will announce any proposed changes to the known email address of the tenant. Changes take effect 30 days after this announcement.



# 3. Your reservation

# **3.2.** Making your reservation

A reservation can be made online, by e-mail or by telephone. After your reservation has been processed, you will receive a reservation confirmation by e-mail, based on the data that you provided, the service that you have booked and the total costs. If you should not receive our confirmation within 5 days after you have booked, you are requested to contact our contact center.

# 3.3. Address and contact details

- The *tenant* ensures that all data, which we deem necessary or which the *tenant* should reasonably know to be necessary for carrying out the reservation, are provided to Villatent in time.
- The *tenant* will carry full responsibility and culpability for any and all incorrect and/or incomplete data that he or she has provided to Villatent.
- The *tenant* must communicate any (email) address changes with Villatent as soon as possible but in any case before the change takes effect.
- Villatent can safely assume that the provided physical address and email address are correct, until the *tenant* has communicated a new address by e-mail or telephone.

# 3.4. The tenant/main booker

To confirm a reservation it is required that the tenant be of adult age (over 18). The tenant is responsible and liable for all his or her fellow travelers.

# 3.5. Rental period during low and/or high season

The allowed rental period depends on the season in which one books their vacation. During high season the minimum rental period is 7 nights and you can only book/reserve from Saturday to Saturday. Outside high season, meaning low season, bookings/reservations can be made for different days as well as for shorter rental periods. During low season the minimum rental period 2 nights.

# 3.6. Maximum number of authorized persons

- 1. Our Villatent Luxury tents are designed for up to five people. The tents have two bedrooms, one with a double bed and one with a bunk bed and a (fully) unfolding bed. If you travel with a baby, you can leave the bed folded up and use the space for placing the baby cot. You can bring your own baby cot or you can separately book a baby package. The Villatent Deluxe with sanitary facilities is equipped for a maximum of six people. This tent has a bedroom with a double bed and a bedroom with two bunk beds.
- 2. It is not allowed to exceed the number of persons signed up or the maximum number allowed. If this happens, the campsite manager may deny you access to your tent. You are then not entitled to any compensation.
- 3. Contrary to the above provision, we can determine beforehand and in joint consultation with the campsite to examine whether it is possible to add extra persons to the reservation. There may be additional costs involved! Without prior approval from the campsite, it is not permitted to receive new people or have them stay overnight.

# **3.6. Preferences**

When making a reservation on our website, you can specify your preferences in the 'comments' box. Your preferences must be indicated directly when booking. Villatents communicates your preferred choice(s) to the campsite manager. We cannot guarantee that they all be satisfied.



# 3.7. Options

It is possible to place an option on one of our tents. We point out that this option is not free of obligation. The option is always linked to an end date, before which you have to make a definitive decision about the option.

# 3.8. Medical essences

- 1. It is possible that you may have specific medical requirements and/or needs. We call these medical essences. If you indicate that you have medical essences when you place your reservation, we will inform you at the campsite whether it is possible to guarantee the medical essences in your specific case.
- 2. Medical essences will only be provided after we have given our express consent in writing.
- 3. You may have to pay a supplementary charge for medical essences after arriving at your destination. We will inform you about this to the best of our knowledge.



# 4. Payment

# 4.1. Deposit and final payment

When you are making a booking, we will ask for a deposit payment of 30% of the total amount. You can pay this amount directly through one of the online payment methods or transfer it on your own to our account number within 8 working days. The final payment of 70% must be paid within six weeks before the arrival date.

# 4.2. Payment of the total amount

If you book less than six weeks before arriving, you must immediately transfer the full amount to our account number.

#### 4.3. Tourist tax

The tourist tax may differ per region and per campsite. Any additional costs must be paid at the campsite itself.

# 4.4. Late payment

If the tenant does not pay on time, he or she will be sent a number of reminders. If the payment is not made within the set period(s), we reserve the right to hand over the claim to the bailiff. Both judicial and extrajudicial charges including statutory interest shall be borne by the tenant. In case of late payment, we reserve the right to cancel the booking. The tenant is then liable for any extra costs incurred such as airline tickets, car hire, boat and bus trips and the like.



# 5. Rates and charges

# 5.1. Pricing

Our prices include the rent of the Villatents and corresponding camping spot. VAT is also included in the prices, but tourist tax is not.

# 5.2. Mandatory charges

There are mandatory reservation and cleaning charges. The reservation charges are  $\notin$  35.00 per booking. When different accommodations are booked within the same reservation in a connected period, only one reservation fee will be charged. The cleaning charges are as follows:

- Luxury tents: €55.00<sup>1</sup>
- Luxury tent with sanitary facilities: €75.00

# **5.3. Optional charges**

As additional options, the following amenities can be booked: a bed linen package, baby kit, a heater or bringing your own pet. These optional amenities are described on the website. The charges are as follows:

- Bed linen: € 15.00 per person
- Baby kit: € 3.50 per night
- Pet: € 5.00 per night
- Heater: € 5.00 per night

The charges for these optional amenities - if specified in advance when booking - become part of the deposit amount and/or total amount as indicated in the confirmation e-mail(s). Any subsequent changes/modifications of the optional amenities will be invoiced through a new confirmation email.

#### 5.4. Discounts

- 1. Throughout the year we can offer discount campaigns to renting our tents. The discount appears after you have chosen a specific campsite with a specific arrival and departure date on our website.
- 2. Discount campaigns cannot be retroactively applied to existing reservations.
- 3. We reserve the right to change or discontinue any discounts or discount campaigns at any time.

#### 5.5. Promotions and offers

#### Prijswinnaars

Een gewonnen vakantie is niet overdraagbaar. De prijswinnaar dient de hoofdboeker te zijn voor de vakantie. De gewonnen vakantiebestemming en -periode zijn niet te wijzigen.

#### Bijbehorende voorwaarden

Per actie kunnen verschillende voorwaarden van toepassing zijn. De geldende voorwaarden zijn per actie terug te vinden op onze *Facebook-pagina* of onze nieuwsbrieven.

<sup>&</sup>lt;sup>1</sup> Cleaning charges have to be paid locally: € 30.00 in Il Poggetto, € 40.00 in Punta Navaccia and € 30.00 in Colleverde.



# 6. Travel information

# 6.1. Arrival & departure

- 1. You can check in at the campsite from 4 pm on the agreed arrival date. Check-out is at 10.00 am on the agreed day of departure. Please note: the aforementioned times may differ in some cases.
- 2. The accommodation must be left clean, tidy, complete and without any damages upon departure. So please make sure that you empty the waste bins and refrigerator, and leave the BBQ clean and all dishes done.
- 3. We are not responsible for any costs that you incur on your own behalf due to early departure from the accommodation, for any reason whatsoever.

#### **6.2. Travel documents**

1. The *tenant* is responsible for carrying his or her travel documents. We take no responsibility for any travel documents that are not in order.

# 6.3. Dogs

- 1. We only allow pet dogs. This applies to Villatents only on campsites where dogs are allowed.
- 2. You can bring a maximum of one dog per location. You can request permission to bring two (small) dogs, which will be decided on per booking.
- 3. If you bring your dog, you should never leave it alone in your tent.
- 4. The *tenant* is liable for any damage or soiling caused by the dog.
- 5. Please note that different rules and requirements may apply per country and per type of dog. More information can be found on our website.



# 7. Facilities

# 7.1. Charges

On our website we describe which facilities are available at all campsites. Although no costs are mentioned for any of the facilities, some of them may be subject to additional charges. We are not liable for unexpected surcharges for the use of facilities or services charged locally.

# 7.2. Opening hours

We pay utmost attention to make sure that as much information as possible about all the facilities and their opening hours are known to us. Nevertheless, we cannot guarantee that all facilities will always be open. The opening hours of certain facilities may depend on the type of season. Especially during low season it can occur that certain facilities are closed.

In addition, it can often be the case that certain facilities are leased to third parties, which is why we and/or the campsite manager cannot exercise imperative influence on the specific opening hours. Examples include facilities such as restaurants, swimming pools or other listed facilities in the area.



# 8. Cancel or change your reservation

# 8.1. When the tenant cancels the reservation

It may happen that you need to cancel your holiday due to unforeseen circumstances. A cancellation must always be communicated to us by e-mail or telephone. It is important to know that cancelling entails extra charges in many cases.

# **Cancellation insurance**

As head booker you are responsible for taking out cancellation insurance in a timely fashion, as well as settling with your insurer. We will provide all reservation details if your insurer so requests.

# Cancellation in accordance with the general conditions

- 1. In the event that you have not taken out cancellation insurance, or if the reason for cancellation is not covered by the insurance conditions of your insurance company, then the reservation will be canceled in accordance with these general terms and conditions.
- 2. This means that in addition to the due reservation costs and any insurance premium, you will be charged the following:
  - a. in case of cancellation up to 50 days before the day of arrival: the amount of the deposit as shown on the booking confirmation;
  - b. in case of cancellation from the 50th day (inclusive) until the 28th day before the day of arrival: 75% of the travel sum;
  - c. cancellation from the 28th day (inclusive) until the day of arrival or later: 100% of the travel sum.

# 8.2. When Villatent cancels the reservation

#### Force majeure or unforeseen circumstances

By force majeure or unforeseen circumstances we mean a situation prior to arrival that causes the accommodation to be in such a state that it is no longer suitable for renting. Examples of this are a natural disaster such as a forest fire or flooding, a double reservation and so on.

In the situation described above we can proceed to canceling the reservation. We will inform you of this in writing or by telephone, including the reasons of cancellation. We will then provide you with a suitable and equal offer without additional costs. This offer depends on:

- The location
- Category of accommodation
- The available facilities
- Any preferences that have been specified to us at the booking.

If we are unable to offer you a suitable alternative offer or if you do not agree with the alternative that we offer, we will then proceed to refund the deposit or the total amount of the reservation that had already been paid.

In the situation described above we cannot be held liable for any other services that you reserved and/or have paid for. This includes air tickets, car hire, boat and bus trips and the like.



# 8.3. Changes in the reservation

- 1. After confirming the reservation it is generally possible to make changes to the reservation up to 7 days before arrival. These could include changes such as the number of people or booking optional facilities.
- 2. If you want to implement (a) change(s) in one of the situations described below, the lead booker must communicate this with our contact center.

# Changing travel companion(s)

- 1. In case one of the fellow travelers can no longer join, his or her place can be transferred to another person.
- 2. It is only possible to add another traveler up to the maximum number of persons allowed.

# Changing main booker and/or transferring the reservation

- 1. When the main booker can no longer attend, his or her place may be transferred to someone else within the reservation provided that this person is at least 18 years old.
- 2. The reservation can also be transferred to another family, but only if the camping site allows for this. Transferring a reservation must always be communicated to the Villatent contact center.
- 3. In a situation described at point 2, it may happen that the campsite in question considers the change a cancellation. In such a case we are bound to levy cancellation charges.

#### **Re-reservation**

- 1. With our re-reservation guarantee you can change your holiday up to 2 weeks before arriving. The rules with regard to re-reservation are described below:
- You can rebook free of charge without any reason given;
- You can rebook up to 2 weeks before the arrival date;
- The guarantee for re-reservation applies to the entire reservation;
- Re-reservation is only possible when the vacation is available in the Villatent reservation system at the moment of rebooking;
- If the travel sum of the rebooked vacation is lower than the original reservation, the difference will not be refunded;
- If the travel sum of the rebooked vacation is higher than the original reservation, the tenant will need to settle the difference;
- The duration of the stay must remain the same;
- Rebooking can only be done over the phone;
- We will confirm the change by e-mail.



# 9. Complaints

Together with our campsites we do everything we can to make sure you will have a perfect glamping holiday throughout the entire customer journey. But if you still have a complaint or problem, then we will do everything we can to find a solution together. In this, we are making a distinction between complaints before, during and after the vacation. Within this distinction, the following schemes are in place:

# 9.1. Complaints before the vacation

If you have a complaint before you go on holiday, you can contact our contact center. We will then always try to find a solution together with you.

# 9.2. Complaints during the vacation

Complaints during the holiday must be reported immediately (or as soon as possible) at the camping reception that acts on behalf of Villatent. If the complaint has not been resolved on the spot, you can have a complaints report drawn up together with the campsite reception and contact our contact center immediately (during working days or as soon as possible). If the complaint has not yet been resolved to your satisfaction, you can submit the complaint report by e-mail or via the contact form at <u>www.villatent.com</u>.

# 9.3. Complaints after the travel

A complaint that has not been resolved according to your wishes and to your satisfaction (despite your report during the holiday) must be submitted in writing to Villatent t.a.v 'Aftersales Villatent' within 1 month after the end of the trip. This can be done by letter, by e-mail to info@villatent.nl, or through the contact form on <u>www.villatent.com</u>. Do you have a copy of complaints report? Send it to us! We will give a full response no later than 1 month after receiving the complaint.

#### 9.4. Choice of law

10. Dutch law applies to agreements that have been concluded on the basis of these terms and conditions; they can be amended or supplemented, unless other law applies by virtue of mandatory rules.



# 10.1. Injury and goods

We are not liable for any damage, loss and/or theft of goods, or injuries sustained by the tenant or co-tenants, regardless of the cause.

#### **10.2.** Environmental factors

In addition, we are not liable for environmental factors such as noise, traffic disruption, stand, water and insect nuisance and weather conditions in any capacity whatsoever.

# 10.3. Damage to the accommodation and/or inventory

The tenant is liable for any damage to the tent and/or inventory resulting from the tenant's stay. Any damages must be reported to the campsite owner, who will determine which steps should be taken. If the damage is not reported, we are authorized to hold the tenant liable for the damage suffered and claim the liability or travel insurance from the tenant.

# 10.4. Violating camping rules

The tenant and his guests must adhere to the rules that apply at the campsite. This also applies to receiving visitors. We are not liable if the tenant has to leave the campsite due to causing nuisances and/or hindrance, after being warned by the campsite manager.

# 10.5. Force Majeure

We are not liable for reimbursing the travel sum in case of force majeure, such as extreme weather conditions, a forest fire or earthquake, which results in the tenant being forced to leave the accommodation.

#### **10.6.** Inaccuracies or incompleteness

We pay utmost attention to keeping our website updated about all information and data as reliable and actual as possible. Nevertheless, we cannot exclude the possibility that inaccuracies and omissions occur. We are not liable for apparent errors and inaccuracies. As soon as we notice a mistake or inaccuracy, we will of course correct it immediately (or as soon as possible).

