

Article 1. Definitions

- 1.1. Beneficiary: the purchaser of a booking made via GROEPEN.nl (also being the Guarantee Holder).
- 1.2. Proof of guarantee: the booking form created by the Guarantee Holder and the payment methods pertaining to it.
- 1.3. Guarantor: Centrum Voor Groepsaccommodaties VOF, located at (6657 KH) Beneden-Leeuwen on Veesteeg 3b, registered at the Chamber of Commerce under number 11067031.
- 1.4. Guarantee arrangement: the present Groups Group Accommodation Guarantee.
- 1.5. Event: the cancellation of a booking or accommodation due to bankruptcy of the relevant landlord.
- 1.6. Landlord: the landlord or rental organization specified in the booking confirmation from GROEPEN.nl (also being the owner of the accommodation).
- 1.7. Bankruptcy: judgment passed by court ruling the bankruptcy of the Landlord.
- 1.8. Agreement: the agreement between Guarantee Holder and Landlord based on which Guarantee Holder has booked the accommodation with the Landlord.
- 1.9. Payout: payout of an indemnification being an amount by the Guarantor in favor of the Beneficiary due to (a) transferred deposit(s) up to a maximum of € 2,000 per Agreement.

Article 2. Applicability and scope

- 2.1. The aim of this Guarantee arrangement is to make a Payout in favor of the Beneficiary in case the Landlord involved fails to meet the obligation(s) towards a Beneficiary due to financial inability related to a Bankruptcy.
- 2.2. This Guarantee arrangement and the Proof of guarantee compose the full guarantee between Guarantor and Guarantee Holder and will both be viewed as one inseparable whole.
- 2.3. The Guarantor will provide the Guarantee Holder with the guarantee that they will reimburse the Guaranteeholder for any already transferred deposits up to a maximum of € 2,000 per agreement, in the case that the Landlord has entered a state of bankruptcy and has for this reason not met their obligation to the Beneficiary within the agreed upon time.
- 2.4. In case of, and so far as, multiple beneficiaries claim for a Payout with the Guarantor as a consequence of one bankruptcy, pertaining one and the same Landlord, any payouts will be given out by the Guarantor among the Beneficiaries evenly. These will have a total maximum of € 30,000 in payouts per Landlord or accommodation, and a maximum of € 2,000 per Payout or Beneficiary.

Article 3. Exceptions

- 3.1. This Guarantee arrangement excludes bankruptcies caused by or occurring as a consequence of circumstances beyond the influence of parties, being situations of force majeure.
- 3.2. This Guarantee arrangement excludes the Agreements made after the point on which it has been disclosed on the Guarantor's and/or Landlord's website, or by means of press release, that the relevant Landlord has entered a state of Bankruptcy.

Article 4. Execution and obligations

- 4.1. In case of a Bankruptcy on the Landlord's part, the Guarantee Holder - in order to avoid the sanction of losing any payout by the Guarantor - will:
 - a) follow any instructions given by or in the name of the Guarantor;
 - b) immediately cooperate with any request made by the Guarantor to provide them with all documentation;

- c) immediately (but under no circumstances later than 28 days after the date of Bankruptcy) send a written or digital notification to the Guarantor making claims according to the Guarantee arrangement;
 - d) provide all information requested by or in the name of the Guarantor fully, correctly and truly.
- 4.2. For assessment of a claim, the Guarantee Holder will have to provide the Guarantor with the following, no later than 28 days after the notification as specified under sub c.:
 - a) the booking confirmation as received from the Guarantor, the Agreement as received from the Landlord and/or the invoice received from the Landlord;
 - b) copies of the relevant proofs of payment
- 4.3. Failing to provide the previous withing the time specified in this provision will result in no reimbursements based on this Guarantee arrangements to be payed out.
- 4.4. The Guarantor reserves the right to offer the Beneficiary an alternative accommodation instead of a Payout. Also, the Guarantor is allowed to offer the Beneficiary the choice between a Payout and the booking of a replacement accommodation, if necessary involving payment of additional costs or repayment when the price of the replacement accommodation is higher or lower than the Payout the Beneficiary is entitled to.
- 4.5. The Beneficiary will never be able to demand for the Guarantor to deliver another performance or to provide additional compensation other than arranging for a Payout or replacement accommodation.

Article 5. Special provisions

- 5.1. Payouts will only take place in favor of the Beneficiary of this Guarantee arrangement, upon submission of the Proof of guarantee to Guarantor and within 14 days after receiving notification from the Beneficiary as specified under 4.1 sub c.
- 5.2. In case that the Beneficiary is able to claim for a payout and/or assistance based on any insurance policy, whether of older date or not, or based on any law or other kind of provision, this Guarantee arrangement will only apply last of all.
- 5.3. In case that the Guarantor carries out a Payout in favor of or on behalf of the Beneficiary, the Guarantor is subrogated in the rights of the Beneficiary towards the Landlord involved. The Beneficiary is, in case this is the Guarantor's desire, obligated to cooperate in the ceding of their rights towards the Landlord involved to the Guarantor. At the Guarantor's first request, the Beneficiary must sign any documents of cession related to the relevant rights. As long as the Beneficiary does not meet the aforementioned obligation, they will have no claim on any Payout.
- 5.4. Guarantor has the right to edit this Guarantee arrangement. The binding Guarantee arrangement is the one last specified before the Agreement concerning the booking.
- 5.5. Dutch law applies to this Guarantee arrangement. Any disputes resulting from this Guarantee arrangement will be presented to the appointed judge in Arnhem.

