

General Terms and Conditions

De Buwepleats – Bed & Breakfast

Drogeham, The Netherlands

VAT: NL004597132B71 • CoC: 88383423

Website: buwepleats.nl

These general terms and conditions apply to all bookings made via the website buwepleats.nl.

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- Guest: the person entering into an agreement with De Buwepleats for a stay;
- Co-guest: the person or persons co-indicated on the booking;
- Entrepreneur: De Buwepleats, located in Drogeham, registered with the Dutch Chamber of Commerce under number 88383423;
- Stay: the overnight accommodation at the Bed & Breakfast of De Buwepleats;
- Established price: the compensation paid for the stay, excluding breakfast; breakfast can be arranged on-site and is charged separately;
- Cancellation: the written or electronic termination of the agreement by the guest prior to the effective date of the stay.

Article 2 – Content of the agreement

1. The entrepreneur makes available for recreational purposes, not for permanent residence, to the guest accommodation of the agreed type, for the agreed period and the agreed price.
2. The entrepreneur provides the guest with written or electronic information regarding the stay, the facilities and the applicable rules prior to booking. Changes are communicated to the guest in a timely manner.
3. If the information deviates substantially from what was communicated upon entering into the agreement, the guest has the right to cancel the agreement free of charge.
4. The guest is obliged to comply with the agreement and the associated information, and ensures that co-guests do so as well.

Article 3 – Duration and end of the agreement

The agreement ends by operation of law upon expiry of the agreed period, without requiring notice. The guest must vacate the accommodation by 11:00 AM on the agreed departure date, unless expressly agreed otherwise.

Article 4 – Price and price changes

1. The price is established on the basis of the rates applicable at the time of booking, as listed on buwepleats.nl.
2. If, after the agreed price has been set, additional costs arise due to changes in statutory charges or levies directly relating to the stay, these may be passed on to the guest, even after conclusion of the agreement.

Article 5 – Payment

1. Payment must be made in euros in accordance with the payment method and terms agreed upon at the time of booking.
2. If the guest fails to meet their payment obligation within two weeks of a written payment reminder, the entrepreneur is entitled to cancel the agreement with immediate effect, without prejudice to the right to full payment of the agreed price.
3. If the total amount due has not been received on the day of arrival, the entrepreneur is entitled to refuse the guest access to the accommodation, without prejudice to the right to full payment.
4. Reasonable extrajudicial collection costs, incurred after default notice, are borne by the guest. Statutory interest applies to any outstanding amount.

Article 6 – Cancellation by the guest

In the event of cancellation, the guest owes the following compensation:

- Cancellation more than 3 months prior to arrival: 15% of the agreed price;
- Cancellation between 3 and 2 months prior to arrival: 50% of the agreed price;
- Cancellation between 2 and 1 month prior to arrival: 75% of the agreed price;
- Cancellation within 1 month prior to arrival: 90% of the agreed price;
- Cancellation on the day of arrival: 100% of the agreed price.

The compensation will be refunded proportionally, after deduction of administration costs, if a third party – with the written consent of the entrepreneur – takes over the booking for the same period or part thereof.

Article 7 – Use by third parties

The accommodation is exclusively intended for the guest and the co-guests listed on the booking. Use by others is only permitted with the prior written consent of the entrepreneur.

Article 8 – Early departure

In the event of early departure, the guest owes the full agreed price for the entire booked period. No refund will be provided.

Article 9 – Premature termination by the entrepreneur

1. The entrepreneur may cancel the agreement with immediate effect if:
 - The guest or co-guests fail to comply with the agreement, house rules or statutory regulations, despite a prior warning, and to a degree that continuation of the agreement cannot reasonably be required from the entrepreneur;
 - The guest causes nuisance to the entrepreneur or neighbors, despite a prior warning;
 - The guest uses the accommodation contrary to its intended purpose.
2. Following cancellation, the guest must vacate the accommodation as soon as possible, and no later than within 4 hours. The guest remains liable for payment of the agreed rate.

Article 10 – Legislation and regulations

The guest is obliged to strictly observe all safety regulations and house rules applicable at the accommodation, as well as all relevant legislation and regulations.

Article 11 – Maintenance and use of the accommodation

1. The entrepreneur ensures a well-maintained accommodation.

2. The guest is obliged to keep the accommodation and its immediate surroundings in the same condition as found upon arrival.
3. Any damage caused by the guest or co-guests will be charged to the guest.

Article 12 – Liability

1. The liability of the entrepreneur for damage other than personal injury or death is limited to the amount of the agreed price per event.
2. The entrepreneur is not liable for theft, loss or damage to the personal belongings of the guest on the premises, unless this is the result of demonstrable negligence on the part of the entrepreneur.
3. The entrepreneur is not liable for damage resulting from extreme weather conditions or other forms of force majeure.
4. The guest is liable for any damage caused by themselves or co-guests to the accommodation, its contents or the premises.

Article 13 – Complaints and disputes

1. Complaints must be reported to the entrepreneur as soon as possible, and preferably directly on-site, so that the entrepreneur has the opportunity to resolve the complaint.
2. If a complaint is not resolved to the guest's satisfaction, the guest may submit the dispute to the competent civil court in the Netherlands.
3. All agreements are exclusively governed by Dutch law.
4. Disputes must be submitted no later than 12 months after the stay.

Article 14 – Personal data

The entrepreneur processes the personal data of the guest solely for the purpose of fulfilling the agreement, in accordance with the General Data Protection Regulation (GDPR). Personal data will not be shared with third parties unless necessary for the execution of the agreement or required by law.

Article 15 – Modifications

The entrepreneur reserves the right to amend these general terms and conditions. The most current version can be found at buwepleats.nl. The version in effect at the time of booking applies to existing agreements.