

Stadslogementen FRANEKER

General Terms and Conditions

Article 1 Definitions

Wherever used in these Terms & Conditions, the following terms are deemed to have the accompanying meanings:

- a) **holiday accommodation:** the holiday homes provided by Franekerstadslogementen.nl
- b) **entrepreneur:** the proprietors/ founders of Franekerstadslogementen.nl
- c) **holiday-maker:** the person who concludes the contract for holiday accommodation with the entrepreneur.
- d) **fellow holiday-maker:** the other person/people listed in the contract.
- e) **set price:** the remuneration to be paid for use of the holiday accommodation.
- f) **cancellation:** the formal termination of the contract by the holiday-maker, prior to the date of commencement of the stay.
- g) **information:** printed/ electronic information relating to the use of van the holiday accommodation, the facilities and the rules applicable during the stay.

Article 2 Contents of the contract

1. The entrepreneur places the holiday accommodation agreed upon in the contract at the holiday-maker's disposal for recreational purposes, and therefore not for permanent accommodation.
2. The entrepreneur is obliged to forward the written information to the holiday-maker in advance. The holiday-maker shall also be formally notified of changes that may take place in the interim.
3. The holiday-maker is obliged to observe the terms of the contract and accompanying information. He or she shall ensure that their fellow holiday-maker(s) and any third parties who visit or stay at the holiday accommodation also observe(s) the rules.

Article 3 Duration and expiry of the contract

The contract legally expires on expiry of the agreed period, without any need for notice of termination.

Article 4 Price and price alterations

1. The price shall be set on the basis of the rates applicable at the time, which are established by the entrepreneur.
2. In the event that the entrepreneur incurs any additional financial burden after establishing the set price, which leads to additional costs due to an increase in charges and/or levies that are directly related to the holiday accommodation or the holiday-maker, then said costs may be charged on to the holiday-maker.

Article 5 Payment

1. The holiday-maker shall settle the payment in euro, unless specifically agreed otherwise.
2. The holiday-maker shall settle the agreed down payment within two weeks of making the reservation. The holiday-maker should have settled the total set price within six weeks of commencement of the stay at the very latest.
3. In the event that the reservation is made within six weeks of arrival, then the holiday-maker shall settle the total set price on receipt of confirmation of the contract.
4. In the event that the holiday-maker, despite having been issued a prior written reminder, fails to properly meet his or her obligation to pay within the applicable term, then the entrepreneur is entitled to terminate the contract, without prejudice to its right to receive full payment of the set price.
5. In the event that the entrepreneur has not received the full sum on the day of arrival, then it is entitled to bar access to the holiday accommodation, without prejudice to its right to receive full payment of the set price.
6. The holiday-maker shall also bear reasonable extrajudicial costs of collection incurred by the entrepreneur following notice of default.

Article 6 Cancellation

1. In the event of cancellation of the contract, the down payment on the set price shall be deemed a cancellation fee, and the entrepreneur therefore bears no obligation to refund this sum to the holiday-maker.
2. In the event of cancellation within six weeks of commencement of the stay, the holiday-maker shall be charged the total set price.

Article 7 Early departure by the holiday-maker

The holiday-maker is obliged to settle the full sum due for the agreed period of the stay.

Article 8 Premature termination by the entrepreneur

The entrepreneur is entitled to terminate the contract with immediate effect in the event of the holiday-maker's failure, following a written warning issued by the entrepreneur, to observe the terms of the contract and accompanying information and/or statutory regulations.