

GENERAL TERMS AND CONDITIONS

Various types of accommodation on Texel can be booked through our website www.texel.net. VVV Texel acts as an intermediary in the conclusion of the travel contract between you and the Host. The following General Terms and Conditions are applicable.

1. About VVV Texel

Accommodation on Texel can be booked through the website www.texel.net. If you make a booking through our website, the host – i.e. the owner or manager of the holiday rental – will make the accommodation available. The Texel Online Booking System can be used via the website. VVV Texel acts through this system as an intermediary in the conclusion of a travel contract between you and the host. The host – i.e. the actual provider of the accommodation or holiday rental – is always the party who makes the accommodation that you have booked available.

VVV Texel's full name is 'Stichting VVV Texel Promotie' and it is entered in the register of the Chamber of Commerce under number 37052439. You can, of course, reach us via our website www.texel.net. Our other contact details are: VVV Texel Emmalaan 66 1791 AV Den Burg Chamber of Commerce: Alkmaar no. 37052439 VAT number: NL0025.15.490.B.01 E-mail: info@texel.net Tel.: 0222 - 31 47 41

2. Accommodation on Texel

If you book a Texel holiday through the booking system on our website, you can choose from different types of accommodation, such as hotels, holiday homes, group accommodation, camping and bed & breakfast (B&B).

Hotel

Are meals included?

- Lodging only: breakfast is not included.
- Bed and breakfast: breakfast is included from the day after arrival until the day of departure.
- Half board: dinner on the day of arrival until breakfast on the day of departure.

If you are travelling alone, a single supplement may be charged if you stay in a double room. Booking is made even easier: no deposit or credit card guarantee. This is possible at a number of hotels, which can be identified by the description: Book now, pay later.

Holiday home

Holiday homes in parks and belonging to private individuals are available on the website. Many of the homes in the holiday parks are also privately owned. This means that their layout may differ from the photograph. However, the holiday homes belong to the same class and are of similar quality. The holiday home description also explain what is – and is not – included and provides information on arrival time, changeover day, location, discounts, etc.

Group accommodation

Group accommodation options differ in size and choice. This accommodation is particularly suitable for groups such as schools, corporate getaways, etc. The group accommodation description explains exactly what is offered and the maximum number of people who can stay in that accommodation.

Tourist tax:

Pupils who visit Texel as part of a school trip or work week are exempt from tourist tax.

Camping

This relates mainly to a pitch that you can book, usually located in a camp site. The camp sites differ in size and choice. The camp site description explains the facilities on offer and, for example, whether any activities are organised. There are sanitary blocks for general use, while some camp sites also offer sanitary facilities at the pitch itself.

Bed & Breakfast

If you opt for bed & breakfast accommodation, you are choosing in most cases to stay in a private individual's house. You will often share the bathroom with any other guests and the owner. This type of accommodation thus involves a lot of contact with the host. Breakfast is not always included. The description confirms whether the room includes breakfast, whether breakfast can be ordered separately (at a fee), or that no breakfast is booked. Coffee/tea making facilities are sometimes available and the room may be equipped with a mini-fridge, for example. This is all explained in the bed & breakfast description.

3. **Pets**

Since not all accommodation is pet friendly, you must always indicate when booking if you wish to bring your pet. The following conditions normally apply

- you must provide a basket or rug for your pet's stay;
- pets are not allowed in a dining room (of a hotel, for example);
- pets may never be left alone in the accommodation;
- most hosts charge a fee for your pet's stay;
- if the accommodation is pet friendly, the maximum number of pets is often stipulated. This is set out in the description of the accommodation.

4. **Information on www.texel.net**

Although we do our best to give you accurate information, unintentional errors may appear on our website. Photographs and other information may unintentionally create an inaccurate image. As soon as we notice any issues, we will make the necessary corrections. The definitive arrival and departure times are always specified in your booking confirmation.

5. **Reviews**

Guest reviews of the different accommodation options are available on our website. These reviews are always submitted by guests who have stayed in the accommodation themselves and are thus personal experiences. VVV Texel is not liable for the content of the reviews. If you find a review inappropriate, please let us know by e-mail or telephone.

6. **Bookings and your data**

As soon as you reserve accommodation through our website for a certain period at the specified price, a booking exists: a travel contract between you and the host. You will immediately receive confirmation of your booking by e-mail. This is your booking confirmation. During the booking process, we request your personal data and that of your fellow guests. We trust that this data is correct. You are responsible for the obligations arising from the travel contract; your fellow guests are responsible for their own part. We deal carefully with your data. We process the personal data that you provide to us during the booking process in accordance with the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens) and our **Privacy Statement**. When a booking is made, we forward your personal data to the host. We also ask the host to deal carefully with your personal data.

7. **Travel sum and other costs**

The applicable prices for the use of accommodation or a package holiday are specified on the website. Prices are subject to change. The costs for supplements, options and extras are specified in the booking process.

Booking costs

The maximum booking costs are €19.50 per booking, depending on the type of

accommodation.

Tourist tax

Texel Municipality charges a tourist tax for each overnight stay. The tourist tax is specified separately and paid by you as part of the total travel sum to VVV Texel. Pupils who visit Texel as part of a school trip or work week are exempt from tourist tax.

8. **Discounts**

Applicable discounts are shown during the booking process. It is not possible to combine discounts. One discount – i.e. the one that benefits you most – is automatically selected during the booking process. If a last-minute or early-bird discount applies, no other discount will be calculated.

9. **Payment**

Accommodation that can be booked 'directly' - deposit

When the travel contract is concluded, an amount (deposit) equal to 30% of the total agreed travel sum, plus the booking costs and any insurance costs, payment method costs and items ordered, must be paid.

Different payment rules, for example in case of a last-minute booking, are shown during the booking process. No deposit is required for some accommodation that can be booked 'directly'. This is specified in the description for that accommodation on the website.

Accommodation that can be booked 'online'

After completing the entire booking process, your request is sent to the host. You will receive a response within one business day. If your request is accepted, you will receive a booking confirmation from VVV Texel. This will be followed by a message from the host stating the dates on which the different instalments must be paid.

Hotels that indicate 'book now, pay later'

You can book without paying a deposit or providing a credit card guarantee at these hotels. The confirmation that you receive after booking states how and when you must pay the hotel. This can differ from hotel to hotel.

Deposit

If a deposit is payable, this will be specified on the website. Deposits are payable by you to VVV Texel. VVV Texel then transfers your deposit and other payments to the host. Payment to VVV Texel discharges you from your payment obligation.

Balance

Any balance of the travel sum (70%) must be paid within the period specified in the booking confirmation. If payment is not made on time, you will be in default. VVV Texel will then send you a payment reminder in writing or by e-mail, on behalf of the host, giving you a further seven days in which to pay the amount due. If payment is still not made, the contract will be deemed to be cancelled on the default date. The host is entitled to charge the applicable cancellation costs for this purpose. Article 11 applies in that case and the cancellation costs payable will be deducted from the amount you have already paid.

10. **No withdrawal – someone else in your place?**

If you, as the main person making the booking or main guest, have agreed to these conditions and confirmed the booking details, a screen message stating that the booking is final will be displayed, so concluding the contract online via our website. Immediately after the booking, VVV Texel sends confirmation by e-mail to the main guest. The confirmation is deemed to have reached the main guest when he/she could have read it, or when he/she can reasonably be deemed to have read it. We wish to point out that bookings that you make via our website are final. The statutory cooling-off period provided for in the Dutch Distance

Selling Act (Wet koop op afstand) does not apply to the travel contract that you conclude via our site.

Substitution

Your booking can be transferred to another person, who then substitutes you. The following conditions apply for this purpose:

- a. the other person must comply with all the contractual conditions, including the payment obligations;
- b. the request must be submitted seven days prior to arrival, so all formalities can be still be completed;
- c. the host concerned must give consent. The host may require payment for any additional costs associated with making the substitution.

11. Cancellation

You may cancel the travel contract with the host. The cancellation costs as set out below will then be payable.

For hotel accommodation, bed & breakfast, or a camping site pitch:

- cancellation up to 42 days before the arrival date: 15% of the rental sum;
- cancellation from the 42nd day (inclusive) to the 28th day before the arrival date: 30% of the rental sum;
- cancellation from the 28th day (inclusive) to the 7th day before the arrival date: 60% of the rental sum;
- cancellation from the 7th day (inclusive) to the arrival date: 75% of the rental sum;
- cancellation on the arrival date or later: the full rental sum.

Holiday homes (including bungalows, chalets, mobile homes, apartments, etc.):

- cancellation up to 42 days before the arrival date: 30% of the rental sum;
- cancellation from the 42nd day (inclusive) to the 28th day before the arrival date: 60% of the rental sum;
- cancellation from the 28th day (inclusive) to the arrival date: 90% of the rental sum;
- cancellation on the arrival date or later: the full rental sum.

The cancellation costs will not exceed the rental sum. If a travel contract involving several guests is cancelled, cancellation costs must be paid for all guests. If the remaining guests still wish to use the accommodation on the originally reserved dates, the cancellation costs paid will be deducted from the new rental sum that these remaining guests owe at that time. Different cancellation conditions may apply to some parts of package holidays, boat trips or tours. If you wish to cancel, this can be done by telephone or e-mail. The cancellation date is the day on which you inform us of the cancellation by e-mail or telephone. We can be contacted at: E-mail: info@texel.net Tel.: 0222 - 31 47 41 (see the website for our opening hours)

Cancellation insurance

Optional cancellation insurance and/or travel insurance can be taken out through our website. The applicable insurance terms and conditions are stated on the VVV Texel website.

12. Changes to your travel contract

If you have booked your accommodation and wish to make changes to your booking, this is sometimes possible. However, there may be associated costs. VVV Texel will submit your change request to the host, who determines whether the change is possible. VVV Texel will let you know the outcome as soon as possible. If it is not possible to make the requested change, you must choose whether to maintain or cancel your booking. If you fail to make a choice, or do not make one in time, the contract will be performed in accordance with the

original booking and you will remain liable for the costs payable. VVV Texel charges a fee of €15.00 to make changes. You may, of course, always cancel.

13. **Changes by the host**

The host may make changes to the travel contract for compelling circumstances. These are circumstances under which the host cannot reasonably be expected to perform the travel contract. As soon as these circumstances arise, the host must make you an alternative, equivalent offer at no further cost within 48 hours (two business days). This obligation does not apply if the reason for the change can be attributed to the guest(s). The alternative offer must take the following into account:

- 1) the location of the accommodation at the destination;
- 2) the nature and class of the accommodation;
- 3) the further facilities offered by the accommodation;
- 4) the composition of the travelling party;
- 5) any special characteristics of the guest(s) involved known to and confirmed by the host in writing;
- 6) any personal circumstances that were made known and recorded at the time of booking, which the guest(s) indicated as being of significant importance.

If you wish to make use of the alternative offer, you must inform the host within three business days. If you do not wish to make use of the alternative offer, you must give notice that you reject it and are terminating the travel contract, also within three business days. VVV Texel will then refund the amount you have paid, on behalf of the host, unless the host refunds the amount directly.

14. **Travel Compensation Fund** – TCF scheme VVV Texel is a member of the Travel Compensation Fund (Stichting Garantiefonds Reisgelden).

The trips published on our website fall within the scope of the TCF's guarantee scheme. This scheme guarantees you a refund on your prepaid rental sums if your host is financially unable to render the agreed counter-performance, such as the provision of accommodation. Insofar as the contract includes transport and you have already arrived your destination, your return trip will be organised.

15. **Your host's obligations**

Your host is in possession of all the required permits and has taken out the necessary insurance that provides cover against damage caused by fire, floods, storms and any other external contingency, as well as against statutory liability. Unless expressly agreed otherwise in writing between you and the host, your host is obliged to perform the travel contract in accordance with the information on the website and as specified in the booking confirmation. Your host must compensate any damage relating to loss of travel enjoyment that is directly attributable to him/her because of a breach in the performance of the travel contract. The maximum compensation for which your host can be held liable is the rental sum you have paid. You will not receive any compensation if the damage is not attributable to your host or to the third person whose assistance he/she relies on for the performance of the contract, because: a. you are personally responsible for the damage caused; b. of unforeseen circumstances for the host or a third party involved in the performance of the travel contract; c. of force majeure according to its statutory definition.

16. **Limitation of liability**

The host's liability is always limited or excluded in accordance with the applicable international conventions in this regard. The host likewise does not accept any liability for damage that can be claimed under travel and/or cancellation insurance. Notwithstanding the other provisions of these conditions, the host's liability for damage, other than that caused by the death of or injury to the guest, is capped at triple the rental sum, unless the host acts with intent or is grossly negligent. Liability is unlimited in that case. Unless excluded by a convention or law, the exclusions and/or limitations of the host's liability included in this

article also apply to the host's employees, VVV Texel, the service providers involved and their personnel.

17. **Your obligations**

You are obliged to follow the host's instructions during your stay in the accommodation. You are liable for damage that arises to or in the accommodation during your stay. The host may require a security deposit from you. If you and/or your fellow guests misbehave during your stay in the accommodation, the host may terminate your stay immediately. You will remain responsible for the costs of the accommodation and be liable for all damage that arises from your misconduct or that of your fellow guests. You must be in possession of the correct documents, including an ID document such as a passport or driving licence.

18. **Complaints?**

You can rely on the application of Dutch law. We are naturally disappointed if you are not satisfied. If you have complaints about the accommodation, let your host know as soon as possible, preferably still during your stay. Your host will deal with your complaints and search for a suitable solution with you. If you are unable to resolve the matter with your host, let us know within two weeks of returning home. We will then try to find a solution with you. You can notify us of your complaint via the website or in response to the 'welcome home' e-mail that you receive from us. We can also be contacted at:

E-mail: secretariaat@texel.net

Tel.: 0222 - 31 47 41

If you have complaints about our website or the booking process, please let us know as soon as possible. We will be happy to help you. Complaints are dealt with in accordance with this procedure (link to [the complaints procedure](#)). Following this procedure ensures that you will receive a prompt response.