



Strandhotel Westduin

### **Article 1 Definitions**

For the purpose of the UCHCI and in the offers and agreements to which the UCHCI are applicable the following words are each time understood as follows:

#### **1.1 Hospitality business**

The natural or legal person or company that carries on a business engaged in the provision of hospitality services.

#### **1.2 Provision of hospitality service(s)**

The provision by a hospitality business of accommodation and/or food and/or beverages and/or the availability of (meeting) space and/or premises, all with the thereto-pertaining activities and services, and all in the broadest sense of the word.

#### **1.3 Customer**

The natural or legal person or company that concluded a hospitality agreement with a hospitality business.

#### **1.4 Guest**

The natural person(s) to whom one or more hospitality services must be provided in pursuance of a hospitality agreement concluded with the customer. Where the UCHCI refer to guest or customer this is understood as both guest and customer, unless the content of the provision and its scope necessarily imply that only one of both can be meant.

#### **1.5 Hospitality agreement**

An agreement between a hospitality business and a customer regarding one or more hospitality services to be provided by the hospitality business at a price payable by the customer. Instead of the term hospitality agreement the term reservation is occasionally used.

#### **1.6 Reservation value**

The value of the hospitality agreement that equals the total expected turnover of the hospitality business, including potential tourist tax and VAT, regarding a hospitality agreement concluded with a customer, which expectation is based on the average numbers applicable within the relevant hospitality business.

#### **1.7 No-show**

A guest not making use of the hospitality service to be provided in pursuance of a hospitality agreement without cancellation.

#### **1.8 Group**

A group of 10 or more guests to whom hospitality services must be provided in pursuance of one or more hospitality agreements to be qualified as a coherent whole.

#### **1.9 Individual**

Each and every person, falling under guest or customer, who is not part of a group according to the aforementioned definition.

#### **1.10 Corkage and food charge**

The amount payable for the consumption of beverages and/or food in the premises of a hospitality business that were not supplied by the hospitality business.

#### 1.11 Cancellation

The communication in written form by the customer to the hospitality business that one or more stipulated hospitality services shall not be used, either in full or in part, or the communication in written form by the hospitality business to the customer that one or more of the stipulated hospitality services shall not be provided, either in full or in part.

#### 1.12 In writing

In any case, written shall always include; digital.

#### 1.13 Turnover guarantee

A written declaration of the customer that with regard to one or more hospitality agreements the hospitality business shall at least realise a certain amount of turnover.

#### 1.14 Starting date

The moment when in accordance with the Catering Agreement the provision of Catering Services commences. Which does not establish that the Catering Establishment does not have to carry out work and/or incur costs for the purpose of the Catering Agreement prior to the commencement date.

### **Article 2 Applicability**

2.1 The UCHCI are applicable, with the exclusion of any and all other general terms and conditions, to the conclusion and the content of any and all hospitality agreements as also to any and all offers regarding the conclusion of the said hospitality agreements. If other general terms and conditions are nonetheless applicable then the UCHCI shall prevail in case of a discrepancy.

2.2 It is only possible to deviate from the UCHCI in writing per hospitality agreement. No rights can be derived from amendments for subsequent agreements with the Catering Establishment.

2.3 The UCHCI also extend to the benefit of any and all natural and legal persons that the hospitality business relies on or relied on upon the conclusion and/or the implementation of a hospitality agreement or upon the exploitation of the hospitality business.

### **Article 3 Conclusion of hospitality agreements**

3.1 A hospitality business may always, for any reason whatsoever, reject the conclusion of a hospitality agreement, unless this kind of rejection exclusively takes place on one or more grounds that are qualified as discrimination in section 429 quater of the Dutch Criminal Code.

3.2 All offers made by a Catering Establishment regarding the formation of a Catering Agreement are without obligation. The offers are always made subject to availability. If the Catering Establishment invokes the said reservation within a reasonable period after acceptance by the Customer, then the intended Catering Agreement shall be considered not to have been made.

3.3 A hospitality agreement concluded for a guest (guests) by intermediaries (shipbrokers, travel agencies, online travel agents and other hospitality businesses and the like), whether or not in the name of their business relation(s), are deemed to also have been concluded at the risk and expense of the said intermediaries. The hospitality business is not liable to pay a commission or bonus, by any name whatsoever, unless expressly stipulated otherwise in writing. The guest (guests) and the intermediary (intermediaries) are jointly and severally liable for the payment of the amount due.



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3.4 If the Customer does not fully fulfil all his obligations to the Catering Establishment arising from the Catering Agreement, the Catering Establishment is entitled to suspend the provision of services without having to pay compensation.

3.5 If either party to a catering agreement is unable to fulfill any obligation under that catering agreement, it is obliged to notify the other party as soon as possible.

#### **Article 4 Option right**

4.1 An option right is the right of a Customer, within an agreed period, to bring the catering agreement into being by accepting a valid offer from the Catering Establishment. An option right can only be granted and exercised in writing. The right of option lapses if the Customer has stated that he does not wish to take advantage of the offer or if the agreed period has expired without the Customer having stated that he wishes to take advantage of the right of option.

4.2 An option right can only be granted in writing. An option right can be stipulated for a fixed or an open term. The option right expires if the holder of the option states not to rely on the option right or if the fixed term has expired without the holder of the option stating to rely on the option right.

4.3 An option right cannot be revoked by the hospitality business, unless another potential customer makes an offer to the hospitality business to conclude a hospitality agreement regarding the total or a part of the hospitality services included in the option. The holder of the option must, as the occasion arises, be informed of the said offer by the hospitality business after which the holder of the option must state within a time limit to be imposed by the hospitality business whether or not the holder of the option intends to rely on the option right. If the holder of the option does not state within the imposed time limit to rely on the option right then the option right expires.

#### **Article 5 General rights and obligations of the hospitality business**

5.1 The hospitality establishment may declare further house or conduct rules applicable in addition to these UCHCI by clearly communicating this to the customer/guest.

5.2 The hospitality business is authorised to always, without taking a notice period into account, terminate the provision of hospitality services to a guest if the guest acts in breach of the internal rules and/or the rules of conduct or otherwise acts in such manner that the order and the rest within the hospitality business and/or the normal exploitation thereof are disrupted. As the occasion arises the guest must on demand leave the hospitality business. If the customer otherwise fails to fully comply with his obligations vested in the same vis-à-vis the hospitality business on any account whatsoever then the hospitality business is entitled to suspend the provision of services. The hospitality business can only exercise the present authorities if the nature and the seriousness of the violations committed by the guest give, at the reasonable discretion of the hospitality business, sufficient cause to the same.

5.3 After consultation with the competent local authorities the hospitality business shall be authorised to rescind the hospitality agreement extrajudicially on account of well-founded fear for disruption of the public order. If the hospitality business relies on this authority then the hospitality business shall not be liable to pay any compensation to the customer.

5.4 The hospitality business is not held to take receipt of and/or retain any good of the guest. The above implies that the hospitality business shall not be responsible and/or

liable for damage to or loss or theft of any good of the guest that the hospitality business rejected to take receipt of and/or retain.

5.5 The hospitality business is not held to permit any pet of the guest access and may impose conditions on the permission. The statutory provisions, including the relevant exceptions, are applicable to the permission for guide dogs.

#### **Article 6 General obligations of the guest**

6.1 The guest is held to comply with the internal rules and the rules of conduct applicable within the hospitality business and to follow the reasonable instructions of the hospitality business. The hospitality business must communicate the internal rules and the rules of conduct in a clearly visible manner or provide the same in writing. Reasonable instructions can be given orally.

6.2 The guest is held to lend cooperation in reasonable requests of the hospitality business within the framework of its statutory duties regarding, inter alia, safety, identification, food safety / hygiene and limitation of nuisance.

6.3 The hospitality business is entitled to ask the Customer to settle for a different accommodation/location than would be made available according to the Catering Agreement, provided that this accommodation/location is equivalent in the opinion of the hospitality business or an agreement is reached between the hospitality business and the Customer about this. In that case the Customer shall not receive any compensation. If any extra costs are charged to the Customer, the Customer has the possibility of refusing the alternative and terminating that part of the Catering Agreement to which the change applies with immediate effect.

#### **Article 7 Reservations**

7.1 If the catering establishment offers that possibility, the customer can place a reservation, for example, for lunch or dinner. In that case, a date, time and number of guests are agreed upon for the reservation.

7.2 The hospitality business can impose conditions on the reservation.

7.3 If the guest has not arrived within half an hour after the reserved time then the hospitality business can consider the reservation to have been cancelled, without prejudice to the provisions set forth in article 9.

#### **Article 8 Reservations - logies**

8.1 In case of accommodation the hospitality business communicates in advance at what time the accommodation is made available to the guest and before what time the guest must have checked out.

8.2 Unless stipulated otherwise, the hospitality business is entitled to consider the reservation for accommodation to have been cancelled if the guest did not present himself on the first reserved day at 18:00 o'clock or if the guest did not indicate to arrive at a later time in a timely fashion and the hospitality business did not object to this. The above applies without prejudice to the provisions set forth in article 9.



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### **Article 9 Refreshments and corkage charge**

9.1 For each guest who participates in an event, places a reservation, takes a seat at a table in a catering establishment or otherwise enters into an agreement with the hospitality business, it is in principle obligatory to purchase a consumption/hospitality service.

9.2 The hospitality business may forbid the Customer/Guest to eat food and/or drink brought in themselves or Food and/or drink brought in by the Customer/Guest into the hospitality business - including the terrace. If the hospitality business allows the consumption of food and/or drink brought in by the Customer/Guest or provided by a meal delivery service, the hospitality business may attach conditions to such allowing, including the charging of a corkage fee fixed in advance, or the method of delivery of food and/or drink by a meal delivery service.

### **Article 10 Found objects**

10.1 The hospitality business is not responsible for the safekeeping of goods left behind or found. After notifying the Customer that Goods have been left behind, the Customer must collect the Goods within 14 days. The hospitality business is not obliged to send these Goods. If it does so on request, this will take place at the expense and risk of the Customer/Guest. If the Goods have not been collected or sent back after 14 days they may be disposed of by the hospitality business at the expense of the Customer/Guest. For found objects whose owner is not known the legal rules apply.

10.2 Objects lost or left behind in the building and appurtenances of the hospitality business that are found by the guest must forthwith be presented to the hospitality business.

### **Article 11 Payment**

11.1 The customer is obligated to pay the price agreed upon in the hospitality agreement. Prices are specified as much as possible and are listed on menus displayed in visible locations within the hospitality establishment or provided to the customer, upon request if necessary, or accessible digitally for the customer. A menu is considered to be visibly displayed for the customer if it is visible in the normally accessible areas of the hospitality establishment.

11.2 For special services such as the use of cloakroom, garage, safe, laundry or dry-cleaning, telephone, internet, wifi, room service, TV rental, etc., the hospitality establishment may charge an additional fee, which will be communicated to the customer in advance by the hospitality establishment.

11.3 If a turnover guarantee has been issued in the catering agreement, the Customer is in all cases obliged to pay at least the amount specified in the turnover guarantee to the Catering Establishment. However, in (partial) cancellation of that catering agreement by a private customer, it applies to that private customer that if there is an agreement that qualifies as a contract for services, it cannot be held to the turnover guarantee, but only the actual costs incurred and a reasonable wage will be reimbursed by the private customer.

11.4 All bills, including bills relating to cancellation or no-show, are due by the customer at the time they are presented to him. The Customer must ensure immediate payment in

cash or by bank or giro, unless otherwise agreed. The Catering Establishment can always demand interim payment for Catering Services already provided.

11.5 The prices stated in a quotation or catering agreement are based on the cost factors applicable at the time the quotation or agreement is made. The Catering Establishment reserves the right, if after the date the agreement is made but before the day of delivery, increases occur in one or more cost factors, to charge these increases to the Customer. In that case the Customer shall be notified in writing. The Catering Establishment is also entitled to apply an annual inflation adjustment in January of each year, which will also be communicated in writing to the Customer/Guest. This inflation adjustment is calculated on the basis of the latest consumer price index figure (CPI) established by Statistics Netherlands (CBS).

11.6 If a private customer is involved, and the price increase mentioned in the preceding paragraph of this article is implemented within 3 months after the conclusion of the agreement regarding accommodation/rental, the customer may terminate the agreement after the price increase. If the customer wishes to terminate the agreement on this basis, this must be communicated to the hospitality establishment in writing within 7 days of receipt of the new prices. In this case, the customer will pay the costs incurred by the hospitality establishment at that time, and no compensation will be provided to the customer.

11.7 As long as the customer has not fully complied with all obligations to the hospitality establishment, the hospitality establishment is entitled to suspend its performance under the hospitality agreement. The hospitality establishment may request security from the customer/guest to ensure compliance with obligations. In addition to a right of retention, the hospitality establishment is entitled to a lien on goods provided by the customer/guest to the hospitality establishment for this purpose, upon request.

11.8 If payment other than cash payment is agreed upon, all invoices, regardless of the amount, must be paid by the customer to the hospitality establishment within 14 days of the invoice date. If an invoice is issued, the hospitality establishment is always entitled to charge a credit restriction surcharge of 2% of the invoice amount, which will be waived if the customer pays the invoice within 14 days.

11.9 If timely payment is not made, the customer is in default without any further notice being required. Only if the customer is a private customer, the hospitality establishment will send a formal notice of default with a period of at least 14 days to pay, in case of non-payment.

11.10 If the customer is in default, he must reimburse the hospitality company for all collection costs. For private customers the extrajudicial collection costs are calculated in accordance with the Collection Costs Act and for business customers there is a percentage of 15% of the outstanding invoice amount with a minimum of €50.

11.11 Every payment shall, regardless of any endorsement or comment made by the Customer at the time of that payment, be deemed to be applied to reduce the Customer's debt to the Catering Establishment in the following order:

- The judicial and extrajudicial collection costs
- The interest
- The loss
- The principal sum

11.12 Payment shall be made in Euros. If it is not clearly stated whether an amount includes or excludes VAT, then private Customers shall pay an amount including VAT and business Customers shall pay an amount excluding VAT. If the Catering Establishment



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accepts foreign instruments of payment then the market exchange rate in force at the time of payment shall apply. The Catering Establishment may charge an amount corresponding to a maximum of 10% of the amount offered in foreign currency by way of administration costs. The Catering Establishment can accomplish this by adjusting the prevailing market exchange rate by up to 10%.

11.13 The Catering Establishment is never obliged to accept means of payment other than cash and may attach conditions to the acceptance of such other means of payment.

## **Article 12 Security deposit**

12.1 If the hospitality establishment requests a security deposit from a customer, this will be communicated in a timely manner before the conclusion of the agreement and properly documented. A security deposit is solely for the security of the hospitality establishment and does not constitute realized turnover. For additional security, the hospitality establishment may require the customer to provide the necessary information to ensure the security deposit and its enforceability, including making a copy of the customer's credit card. This is done in accordance with privacy regulations.

12.2 If timely payment by the customer is not received, the hospitality establishment may utilize the security deposit for any amounts owed by the customer. If agreed upon in advance, the hospitality establishment may also directly offset the amount owed by the customer based on the hospitality agreement with the security deposit. Any surplus must be refunded to the customer promptly.

## **Article 13 Cancellation by Business Customers**

### 13.1 General

13.1.1 The business customer is authorized to cancel a hospitality agreement upon payment to the hospitality establishment of the cancellation fees specified in this article, broken down by type of hospitality agreement, unless otherwise agreed in writing with the customer. For the purposes of this article, the term "customer" always refers to the business customer.

13.1.2 By entering into the hospitality agreement, the customer consents to deduction of cancellation fees from any deposit or security deposit.

13.1.3 If the hospitality agreement is partially canceled, the provisions below shall apply pro rata to the canceled part, and the remaining part of the hospitality agreement shall remain in force.

13.1.4 In case of cancellation of 1 or more persons belonging to a group, cancellation fees for groups shall be charged for those individuals.

13.1.5 Reducing the number of persons in a reservation is considered a partial cancellation. Contrary to the provisions (13.2, 13.3, and 13.4), in case of reduction of the number of persons in a reservation within 14 days prior to the commencement date, at least the full agreed reservation value may always be charged.

13.1.6 Changing the date of a reservation is considered a cancellation of the original hospitality agreement.

## 13.2 Hospitality Agreement for Accommodation

These provisions apply to hospitality agreements primarily aimed at providing accommodation.

### 13.2.1 Individuals

When a reservation for accommodation, with or without breakfast, is made for one or more individuals, the cancellation fees for that reservation are as follows, expressed as a percentage of the applicable reservation value:

Upon cancellation:

more than 1 month before the start date 0%  
more than 14 days up to 1 month before the start date 15%  
more than 7 days up to 14 days before the start date 35%  
more than 3 days up to 7 days before the start date 60%  
more than 24 hours up to 3 days before the start date 85%  
24 hours or less before the start date 100%

### 13.2.2 Groups

When a reservation for accommodation, with or without breakfast, is made for a group, the cancellation fees for that reservation are as follows, expressed as a percentage of the applicable reservation value:

Upon cancellation:

more than 3 months before the start date 0%  
more than 2 months up to 3 months before the start date 15%  
more than 1 month up to 2 months before the start date 35%  
more than 14 days up to 1 month before the start date 60%  
more than 7 days up to 14 days before the start date 85%  
7 days or less before the start date 100%

## 13.3 Hospitality Agreement for Providing Food and/or Drinks

When a reservation is made solely for a hospitality service consisting of providing food and/or drinks (table reservation), the cancellation fees for that reservation are as follows, expressed as a percentage of the applicable reservation value:

a) Upon cancellation if a menu is agreed upon:

more than 14 days before the reserved time 0%  
more than 7 days up to 14 days before the reserved time 25%  
more than 3 days up to 7 days before the reserved time 50%  
3 days or less before the reserved time 75%

b) Upon cancellation if no menu is agreed upon:

more than 48 hours before the reserved time 0%  
48 hours or less before the reserved time 50%

## 13.4 Other Hospitality Agreements

These provisions apply to hospitality agreements not specifically covered by the other provisions in this article.

### 13.4.1 Individuals

When a reservation is made for one or more individuals, the cancellation fees for that reservation are as follows, expressed as a percentage of the applicable reservation value:





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Upon cancellation:

more than 1 month before the reserved time 0%  
more than 14 days up to 1 month before the reserved time 15%  
more than 7 days up to 14 days before the reserved time 35%  
more than 3 days up to 7 days before the reserved time 60%  
more than 24 hours up to 3 days before the reserved time 85%  
24 hours or less before the reserved time 100%

#### 13.4.2 Groups

When a reservation is made for a group, the cancellation fees for that reservation are as follows, expressed as a percentage of the applicable reservation value:

Upon cancellation:

more than 6 months before the reserved time: 0%  
more than 3 months up to 6 months before the reserved time: 10%  
more than 2 months up to 3 months before the reserved time: 15%  
more than 1 month up to 2 months before the reserved time: 35%  
more than 14 days up to 1 month before the reserved time: 60%  
more than 7 days up to 14 days before the reserved time: 85%  
7 days or less before the reserved time: 100%

### **Article 13 Liability of the guest and/or customer**

13.1 The customer and the guest and those accompanying the same are jointly and severally liable for any and all damages that are and/or shall be inflicted on the hospitality business and/or a third party as a direct or indirect result of an imputable failure to comply and/or an unlawful act, including a violation of the internal rules, committed by the customer and/or the guest and/or those accompanying the same as also for damages that are inflicted by an animal and/or a good of which they are the holder or that falls under their supervision.

### **Article 14 Cancellation by Private Customers**

#### 14.1 General

14.1.1 The private customer is authorized to cancel a hospitality agreement in accordance with legal provisions and this article. For the purposes of this article, the term "customer" always refers to the private customer.

14.1.2 By entering into the hospitality agreement, the customer consents to any amounts owed upon cancellation being deducted from any deposit or security deposit.

14.1.3 If the hospitality agreement is partially canceled, the provisions for the canceled part shall apply pro rata, and the remaining part of the hospitality agreement shall remain valid.

14.1.4 If cancellation involves 1 or more persons belonging to a group, cancellation fees for groups shall be charged for those individuals.

14.1.5 Changing the date of a reservation is considered a cancellation of the original hospitality agreement.

#### 14.2 Hospitality Agreement Concerning Service Provision (Contract for Services)

14.2.1 The customer is at all times authorized to terminate/cancel a hospitality agreement or that part thereof qualifying as a contract for services (service provision agreement). For any associated costs, legal provisions and case law apply. The principle is that the customer shall reimburse the hospitality establishment for reasonable costs already incurred as well as a reasonable fee. This may also include lost revenue if, and to the extent that, a location/space cannot reasonably be rented out on the specified date, provided that room rental is included in the contract for services and cannot be considered a separate rental agreement.

14.2.2 Reducing the number of persons in a reservation is considered an adjustment to the hospitality agreement in contracts of this nature, therefore not (partial) cancellation, unless the nature of the change dictates otherwise. If the nature of the change dictates that it constitutes (partial) cancellation, the preceding provision applies. The hospitality establishment is not obliged to accept a change to the agreement under this provision or may impose conditions on it.

#### 14.3 Hospitality Agreement Concerning Accommodation and Rental (Not Contract for Services)

14.3.1 Any hospitality agreement or part thereof with a private customer that does not qualify as a contract for services, including a rental agreement or agreement for the provision of accommodation, can be canceled upon payment to the hospitality establishment of the cancellation fees specified in this article, unless otherwise agreed in writing with the customer. The cancellation provision for contracts for services always applies to the part of the hospitality agreement classified as a contract for services.

14.3.2 Reducing the number of persons in a reservation is considered partial cancellation in hospitality agreements of this nature. In deviation from the provisions 14.3.3 and 14.3.4, if the number of persons in a reservation is reduced within 14 days before the commencement date, in any case the full agreed reservation value may be charged.

##### 14.3.3 Individuals

When a reservation for accommodation, with or without breakfast, is made for one or more individuals, the cancellation fees for that reservation shall be as follows, as a percentage of the applicable reservation value for that reservation:

Upon cancellation:

more than 1 month before the commencement date 0%  
more than 14 days up to and including 1 month before the commencement date 15%  
more than 7 days up to and including 14 days before the commencement date 35%  
more than 3 days up to and including 7 days before the commencement date 60%  
more than 24 hours up to and including 3 days before the commencement date 85%  
24 hours or less before the commencement date 100%

##### 14.3.4 Groups

When a reservation for accommodation, with or without breakfast, is made for a group, the cancellation fees for that reservation shall be as follows, as a percentage of the applicable reservation value for that reservation:

Upon cancellation:

more than 3 months before the commencement date 0%  
more than 2 months up to and including 3 months before the commencement date 15%



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more than 1 month up to and including 2 months before the commencement date 35%  
more than 14 days up to and including 1 month before the commencement date 60%  
more than 7 days up to and including 14 days before the commencement date 85%  
7 days or less before the commencement date 100%

### **Article 15 Cancellation by the Hospitality Establishment**

- 15.1 The hospitality establishment is at all times authorized to cancel a hospitality agreement in accordance with this article, unless otherwise agreed.
- 15.2 In addition to what is already stipulated in these terms and conditions, the hospitality establishment is authorized to cancel the hospitality agreement immediately if:
- a) The customer fails to meet the obligations under the hospitality agreement, general terms and conditions, or communicated house rules or instructions.
  - b) There are sufficient indications that the event to be held in the hospitality establishment under the hospitality agreement has a significantly different character than expected based on the announcement by the customer or the status of the customer or guests, such that the hospitality establishment would not have entered into the agreement had it been aware of the true nature of the event.
  - c) There are other compelling reasons, including termination of operations by the hospitality establishment.
- 15.3 The hospitality establishment is entitled, instead of exercising its power under the preceding provision, to impose additional requirements regarding the course of the relevant event. If there are sufficient indications that these additional requirements will not be (sufficiently) complied with, or if they are not (sufficiently) complied with, the hospitality establishment is still entitled to cancel the hospitality agreement.
- 15.4 Upon cancellation by the hospitality establishment on the grounds of 15.2(a) and (b), cancellation fees are due from the customer in accordance with the cancellation fees applicable when the customer cancels as described in the UVH, depending on the nature of the agreement. Additionally, the hospitality establishment is entitled to claim full damages from business customers instead. The hospitality establishment is not liable for costs to the customer, and the customer/guest does not receive compensation.
- 15.5 If the cancellation by the hospitality establishment is based on article 15.2(c) and where the grounds lie in the actions, omissions, or behavior of the customer or their guests, article 15.4 applies. If the grounds for cancellation by the hospitality establishment cannot be attributed to the customer or their guests, no cancellation fees are due from the customer/guest, and article 15.4 remains applicable otherwise.

### **Article 16 Liability**

16.1 The hospitality agreement is executed at the expense and risk of the customer. The customer is also responsible for the guests and/or other third parties engaged by her or

involved in the hospitality agreement and the consequences thereof. The customer indemnifies the hospitality business against claims from third parties.

16.2 The customer is liable to the hospitality business for all direct and indirect damages suffered by the hospitality business due to the actions or omissions of the customer, guests, or third parties engaged by the customer. This also applies in the case of violations of house and/or behavioral rules and also covers damages caused by accompanying pets and/or brought goods.

16.3 The hospitality business is not liable for damages resulting from the hospitality agreement unless there is intent or gross negligence on the part of the hospitality business.

16.4 If and insofar as the hospitality business is (still) liable, liability of the hospitality business in all cases is limited to direct damages. Furthermore, that liability is limited to the amount paid out by its liability insurance, plus the deductible. If and insofar as, for whatever reason, no payment is made and the hospitality business is still obliged to compensate for damages, this compensation is limited to the reservation value.

16.5 The hospitality business is not liable for damages arising from the actions of third parties engaged by it.

16.6 The hospitality business is not liable for theft, damage, or loss of goods brought into the hospitality business by a guest/customer, deposited or left by them there, and/or placed in custody with the hospitality business without a charge. The customer indemnifies the hospitality business against claims from guests in this regard.

16.7 If damage occurs to goods deposited for a fee, the hospitality business will compensate for that damage unless the damage cannot reasonably be attributed to it. Compensation is not due for other goods present in the deposited goods.

16.8 The hospitality business is not liable for damages caused to or with vehicles of the guest/customer.

16.9 The hospitality business is not liable for damage directly or indirectly to whoever or whatever arises as a direct or indirect result of any defect or condition of or circumstance relating to any movable or immovable property of which the hospitality business is the holder, lessee, (sub)lessee, tenant, or owner or which is otherwise made available to the hospitality business.

16.10 The customer/guest is responsible for the accuracy and completeness of all information and data provided to the hospitality business, including all relevant information regarding the execution of the hospitality agreement and allergies. The hospitality business is not liable for damages resulting from its actions if these are based on incorrect or incomplete information provided by the customer/guest.

16.11 The hospitality business takes into account reported allergies as much as possible but cannot provide guarantees. In addition, it cannot be prevented that traces of unwanted ingredients may still be present in the food unless explicitly stated otherwise. The hospitality business is not liable for the consequences thereof.

16.12 It is the responsibility of the customer to ascertain before entering into the agreement whether a potentially hired location is suitable for the intended purpose. If this is not the case, this is at the expense and risk of the customer, and the hospitality business is not liable for any damages; the full rental amount must be paid.



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16.13 The hospitality business provides only non-binding advice and is not liable for the content and/or consequences of the advice provided by it.

### **Article 17 Force Majeure**

17.1 Force majeure exists for the hospitality business in a circumstance that cannot be attributed to the hospitality business but which obstructs the execution of the hospitality agreement by the hospitality business in such a way that its execution becomes impossible or difficult. In that case, there is an attributable shortcoming of the hospitality business.

17.2 Force majeure includes (but is not limited to) the withdrawal of permits, national mourning, prevention and interruption of transport options as a result of which necessary products/items cannot be delivered, staff shortage, disruptions in the hospitality business, and impediments caused by measures, laws, or decisions of international, national, and regional (governmental) authorities.

17.3 In the event of force majeure, the parties will mutually and reasonably consider whether the hospitality agreement can be suspended or adapted to the new situation, for example, by changing and/or moving the hospitality agreement. Cost reductions and/or cost increases resulting from such adjustments are fully at the expense and risk of the customer.

17.4 If suspension or adjustment is not possible, the hospitality agreement or the unexecuted part thereof may be terminated due to force majeure by the hospitality business and the customer. In all cases, the hospitality business retains the right to the full agreed reservation value, reduced by all cost reductions and increased by all cost increases resulting from this termination. In the case of private customers, - with regard to that part of the hospitality agreement that is qualified as an agreement for services - the customer must reimburse the hospitality business for the actual costs incurred and a reasonable fee instead of the reservation value for that part of the agreement.

17.5 The hospitality business is not liable for force majeure situations. If desired, the customer must insure himself against the financial risks of force majeure.

### **Article 18 Epidemic Diseases/Covid**

18.1 This article contains additional agreements regarding epidemic and contagious diseases, such as Covid-19 (hereinafter collectively referred to as epidemic diseases), and applies if a hospitality agreement cannot be executed in the agreed-upon manner due to government measures. 'Government measures' refers to the prevailing government rules and measures related to epidemic diseases at that time.

18.2 This article shall only come into effect after the government measures have been implemented; until then, the regular agreements made between the parties shall apply. This article prevails over the hospitality agreement and general terms and conditions applicable between the parties.

18.3 The hospitality establishment makes maximum efforts to comply with the government measures during the execution of the hospitality agreement.

18.4 The customer is responsible for ensuring that guests comply with the government measures during the execution of the hospitality agreement.

18.5 The hospitality establishment is not responsible or liable for the non-compliance with government measures by the customer and/or guests. The customer indemnifies the hospitality establishment against any claims in this regard.

18.6 If a hospitality agreement cannot be executed in the agreed-upon manner due to government measures, the parties consider this as force majeure due to epidemic diseases, and the force majeure provisions of these UVH apply.

18.7 The (temporary) cessation of services/suspension of a hospitality agreement due to non-compliance with government measures by the customer/guests is not considered force majeure.

18.8 The starting point is to adjust the hospitality agreement to the government measures. The hospitality establishment and the customer/guest will mutually assess whether adjustment is possible, with both parties acting in a solution-oriented, fair, and equitable manner.

18.9 If the hospitality agreement is adjusted in accordance with the foregoing provision, the agreed reservation value between the hospitality establishment and the customer remains payable to the hospitality establishment, provided that all cost reductions are deducted and all cost increases are added. The hospitality establishment endeavors to minimize cost increases and maximize cost reductions. The customer understands that the hospitality establishment is also dependent on all involved suppliers and their terms and conditions.

18.10 If the hospitality agreement cannot be adjusted to the government measures, the principle is to postpone the execution of the hospitality agreement. The hospitality establishment and the customer will assess in mutual consultation whether postponement is possible, with both parties acting in a solution-oriented, fair, and equitable manner.

18.11 If a date in the hospitality agreement is adjusted, the agreed reservation value between the hospitality establishment and the customer remains payable to the hospitality establishment, provided that all cost reductions are deducted and all cost increases are added. The hospitality establishment endeavors to minimize cost increases and maximize cost reductions. The customer understands that the hospitality establishment is also dependent on all involved suppliers and their terms and conditions.

18.12 If the hospitality agreement cannot be adjusted under this article, either party may terminate it, resulting in the cancellation of services by the hospitality establishment. If the hospitality agreement is terminated and the services provided by the hospitality establishment are canceled, the agreed reservation value between the hospitality establishment and the customer remains payable to the hospitality establishment, provided that all cost reductions are deducted and all cost increases are added. The hospitality establishment endeavors to minimize cost increases and maximize cost reductions. The customer understands that the hospitality establishment is also dependent on all involved suppliers and their terms and conditions. In the case of a private customer, for that part of the hospitality agreement qualified as a contract for services, the actual costs incurred and a reasonable fee must be reimbursed by the customer instead of the reservation value for that part of the agreement.

### **Article 19 Complaints**

19.1 Complaints shall be reported in writing and sufficiently motivated to the hospitality establishment as soon as possible. This shall be done no later than 24 hours after



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becoming aware of the complaint and no later than 7 days after the execution of the hospitality agreement, or in accordance with legal provisions.

19.2 Parties shall discuss a solution. If performance of the agreement is still possible, the hospitality establishment shall be given the opportunity to do so.

### **Article 20 Publicity, Privacy, and Image Material/Promotion**

20.1 The customer/guest shall request permission from the hospitality establishment for announcements related to the hospitality agreement intended for publicity.

20.2 The customer/guest is not permitted, within or outside the immediate vicinity of the location where services are provided under the hospitality agreement, to install or cause to be installed, without prior written consent from the hospitality establishment, signs, banners, advertising lighting, loudspeakers, or other objects for the purpose of advertising of any kind whatsoever.

20.3 The hospitality establishment is allowed to use image material taken during the execution of a hospitality agreement, where the customer/guests are not recognizable, for promotional purposes.

20.4 The hospitality establishment and the customer shall ensure compliance with privacy rules. The hospitality establishment is not liable for breaches of privacy rules by the customer/guests and may assume that data provided by the customer/guest and agreements made with the customer/guest can be carried out by the hospitality establishment without further measures being taken in the context of privacy rules.

### **Article 21 Applicable Law and Disputes**

21.1 Dutch law exclusively applies to hospitality agreements.

21.2 In case of disputes between the hospitality establishment and a customer, the competent court in the place of business of the hospitality establishment in the Netherlands shall have exclusive jurisdiction, unless another court is competent pursuant to mandatory legal provisions, and without prejudice to the right of the hospitality establishment to have the dispute settled by the court that would be competent in the absence of this clause.

### **Article 22 Final Provisions**

22.1 The invalidity of one or more provisions in the UVH does not affect the validity of all other provisions. If a provision in the UVH is invalid for any reason, the parties shall agree on a replacement provision that approximates the invalid provision as closely as possible in terms of purpose and scope.