

## General Terms and Conditions Dormio Resorts & Hotels

### 1. DEFINITIONS

In these General Terms and Conditions the following definitions apply, unless otherwise stated in the article:

**Arrival:** the start date of the period for which the Agreement has been concluded between the Tenant and Dormio Resorts & Hotels.

**Accommodation / Accommodation Unit(s):** all holiday accommodation to be used for recreational purposes (such as a hotel room, apartment or villa).

**General Terms and Conditions:** these terms and conditions, which apply to the Agreement concluded between the Tenant and Dormio Resorts & Hotels.

**Additional costs:** costs including but not limited to booking and processing costs and costs for bed linen, towels, made beds on arrival, cleaning or final cleaning and tourist tax must be paid for each Booking.

**Deposit:** a sum that may be charged by Dormio Resorts & Hotels or the Resort as security to cover any claims, damage and/or costs as a consequence of but not limited to additional work, vandalism and suchlike, caused during the stay by the Tenant or through their actions. If the Tenant's account number is known and no damage and/or additional costs have been identified, the Deposit will be paid back within seven days of departure.

**Dormio Resorts & Hotels:** Dormio Resorts & Hotels BV, with its registered office in Arnhem, registered in the Commercial Register under number 51427648, or its affiliated companies letting Accommodation.

**Facilities:** all facilities at and/or outside the Resort that may be used on the basis of the Agreement.

**Flexible price:** a Booking made against a flexible price may be cancelled and/or changed free of charge, without giving reasons, up to 14 days before Arrival. The Holiday Sum must be paid no later than 14 days before arrival.

**Group Booking:** a Booking for four Accommodation Units or more.

**Tenant:** the person making a booking with Dormio Resorts & Hotels, as well as the other persons using the rented Accommodation.

**Rent:** the Flexible or Standard Price agreed when the Agreement was concluded.

**House Contents:** the contents and furniture of the Accommodation, such in the broadest meaning of the word.

**Long stay:** a Booking for 22 nights or more.

**No-Show:** not arriving at the Resort within 24 hours, to be calculated from the earliest check-in time on the Arrival date, without prior notification by the Tenant to Dormio Resorts & Hotels or the Reception of the Resort.

**Agreement:** the agreement concluded by the Tenant with Dormio Resorts & Hotels in respect of renting the Accommodation for recreational use.

**Park Rules:** the rules applicable at the relevant Resort, such as but not limited to rules about the use of the Accommodation, Facilities, etc.

**Reception:** the reception area at the Resort, where the Tenant must check in and check out of the Accommodation and where the Tenant can ask any questions.

**Holiday Sum:** the Rent of the Accommodation including any Additional Costs.

**Booking:** the booking for an Accommodation Unit at Dormio Resorts & Hotels.

**Booking Department:** the department "Bookings" of Dormio Resorts & Hotels, which can be contacted from Monday to Sunday from 09:00 hours to 17:00 hours at +31 (0)85 013 4040, by email at [reservations@dormio.eu](mailto:reservations@dormio.eu) or via Whatsapp at +31 (0)6 48 17 03 97.

**Resort:** the location where the Accommodation is situated.

**Standard price:** the standard price is the cheapest rate at Dormio Resorts & Hotels. A Booking made against a Standard Price cannot be cancelled and/or changed free of charge. The Holiday Sum must be paid immediately.

**In Writing:** by email with confirmation of receipt or by registered letter.

**Website:** the website(s) of Dormio Resorts & Hotels.

The definitions can be used in the singular or in the plural, without any loss of their meaning.

### 2. APPLICATION

- 2.1 These General Terms and Conditions apply to all offers, competitions and campaigns, Bookings and Agreements regarding the Accommodation let by Dormio Resorts & Hotels.
- 2.2 Dormio Resorts & Hotels expressly rejects any general terms and conditions referred to or applied by the Tenant.
- 2.3 Any terms agreed that derogate from the General Terms and Conditions apply only if they have been agreed In Writing by the Tenant and Dormio Resorts & Hotels.



### 3. BOOKINGS

- 3.1. Bookings can be made directly via the website [www.dormio.nl](http://www.dormio.nl), [www.dormio.uk](http://www.dormio.uk), [www.dormio.fr](http://www.dormio.fr), [www.dormio.de](http://www.dormio.de) or [www.dormioresortshotels.es](http://www.dormioresortshotels.es) or by sending an email to [reservations@dormio.eu](mailto:reservations@dormio.eu). Bookings can be made by telephone by calling +31 (0)85 013 4040.
- 3.2. Dormio Resorts & Hotels reserves the right not to process any Bookings made by persons younger than 18.
- 3.3. Dormio Resorts & Hotels reserves the right to refuse bookings or impose additional conditions on bookings without giving reasons.
- 3.4. Once the Tenant has made the Booking, the Tenant will receive a booking confirmation with corresponding invoice. The Tenant must check this for correctness immediately upon receipt and notify Dormio Resorts & Hotels of any inaccuracies forthwith. The Tenant remains responsible for any inaccuracies in a Booking.
- 3.5. When making a Booking for a Long Stay or a Group Booking, the Tenant may contact the Booking Department and ask for a proposal and the conditions.
- 3.6. If the Tenant is not in possession of a booking confirmation with corresponding invoice within five days of making the Booking, the Tenant must contact the Booking Department. In the absence of the booking confirmation / invoice, it is not possible to make any claims on the basis of the Booking.
- 3.7. An Agreement is concluded between the Tenant and Dormio Resorts & Hotels when the Tenant has made a Booking and Dormio Resorts & Hotels has confirmed the Booking to the Tenant.

### 4. PRICES

- 4.1 When making a Booking, the Tenant can choose between a Flexible Price and a Standard Price.
- 4.2 The Tenant must specify any preferences when making the Booking; such preferences will only be granted on the basis of availability. Preferences are invoiced against a rate of € 45 for each Accommodation Unit. During national and international public holidays and school holidays and local events, the rate is € 150 for each Accommodation Unit. If this invoice is missing or has not been paid, these preferences cannot be claimed.
- 4.3 The Tenant is due to pay to Dormio Resorts & Hotels: the agreed Rent and Additional Costs, as specified in the confirmation and the invoice for the Booking.
- 4.4 Once Dormio Resorts & Hotels has sent the confirmation of the Booking with corresponding invoice, the Tenant can no longer make use of any other discounts or special offers.
- 4.5 All prices include VAT where applicable, unless otherwise stated.
- 4.6 Dormio Resorts & Hotels may pass on to the Tenant any price increases as a consequence of interim amendments to statutory regulations and provisions (including but not limited to the rate for VAT and tourist tax) and on which Dormio Resorts & Hotels has no influence.

### 5. CANCELLATION OR AMENDMENT OF THE AGREEMENT

- 5.1 A Booking made against the Flexible Price can be cancelled free of charge up to 14 days prior to Arrival.
- 5.2 A booking made against the Standard Price cannot be cancelled free of charge. After cancellation, the Tenant will receive a cancellation notice. It specifies the cancellation costs.
- 5.3 Following a "No-Show", the Booking will be cancelled and the Tenant will only be entitled to a refund of the paid tourist tax. The other Additional Costs will not be refunded. This applies to Bookings made against either the Standard Price or the Flexible price.
- 5.4 Changing a Booking made against the Standard Price is not possible.
- 5.5 A Booking made against the Flexible Price can be changed up to 14 days prior to Arrival. The new Holiday Sum will then be offset against the old Holiday Sum, and the Tenant will receive an additional credit note for this.
- 5.6 If, due to circumstances, Dormio Resorts & Hotels needs to make a change to the Booking made by the Tenant, for example with regard to the Resort, the period of stay or the type and/or location of the Accommodation, Dormio Resorts & Hotels may offer the Tenant a suitable alternative.

### 6. SUBSTITUTION

- 6.1 The Tenant may not, for any reason whatsoever, make the Accommodation available for use to persons other than those mentioned in the Agreement, unless otherwise has been agreed In Writing with Dormio Resorts & Hotels.
- 6.2 If the Tenant and Dormio Resorts & Hotels have agreed a substitution as referred to in Article 6.1 In Writing, the Tenant, in addition to the person replacing the Tenant, remains jointly and severally liable towards Dormio Resorts & Hotels for the payment of the part of the Holiday Sum that is still outstanding.

### 7. ADDITIONAL COSTS

- 7.1 In addition to the Rent, the Tenant is also due to pay Additional Costs to Dormio Resorts & Hotels.

- 7.2 The environmental and occupancy tax is determined partly by the relevant municipality where the Resort is based. The Tenant is due to pay this environmental and occupancy tax, which forms part of the Additional Costs, at all times.

## **8. DEPOSIT**

Payment of a Deposit to Dormio Resorts & Hotels or the Resort will be due on demand. In such case, the Tenant must cooperate and pay this Deposit.

## **9. PAYMENTS**

- 9.1 When making a Booking against the Flexible Price, the Tenant must pay the Holiday Sum no later than 14 days prior to Arrival.
- 9.2 When making a Booking against the Standard Price, the Tenant must pay the Holiday Sum immediately.
- 9.3 If, upon Arrival, it is evident that the Holiday Sum has not yet been credited to the bank account of Dormio Resorts & Hotels in full, the Tenant must pay the outstanding amount due immediately before getting access to the Accommodation. If it turns out that the payment has been made by the Tenant but the amount has not yet been credited to the bank account of Dormio Resorts & Hotels upon Arrival, a refund will be made afterwards.
- 9.4 If payment does not take place in time, the Tenant will be in default immediately when the due date for payment has passed. If no payment is made or payment does not take place on time, Dormio Resorts & Hotels may terminate the Agreement. The Tenant is liable for all costs and loss suffered by Dormio Resorts & Hotels as a consequence of this. Dormio Resorts & Hotels reserves the right in any case to charge the full Holiday Sum to the Tenant.

## **10. ARRIVAL AND DEPARTURE**

- 10.1 The times for checking in and out can be found in the booking confirmation.
- 10.2 The Tenant can extend the Agreement with Dormio Resorts & Hotels at an additional charge on the basis of availability, if Dormio Resorts & Hotels agrees to this In Writing. Dormio Resorts & Hotels may allocate a different Accommodation Unit for this purpose. The additional charge will be confirmed to the Tenant and must be paid immediately.
- 10.3 If the Tenant arrives late and/or leaves early, the Holiday Sum for the whole Booking will remain due.
- 10.4 The Tenant must inform Reception at the Resort in a timely manner if the Tenant will arrive at the Resort after the check-in time.

## **11. RULES**

- 11.1 The Tenant must behave as befits a good tenant in respect of the Accommodation and the Facilities.
- 11.2 The Tenant must also observe the rules adopted by the Resort, which include in any case the Park Rules.
- 11.3 When checking in at Reception, the Tenant must provide proof of identity. If the Tenant is unable to provide proof of identity, Dormio Resorts & Hotels and/or the Reception of the Resort may decide to refuse the Tenant entry.
- 11.4 The Accommodation Unit may only be occupied by the maximum number of persons specified on the website of Dormio Resorts & Hotels, with the exception of children up to one year old.
- 11.5 Dormio Resorts & Hotels reserves the right to make changes to the availability and opening hours of the Facilities of the Resort or to perform any necessary maintenance to the Accommodation and/or on the Resort, without the Tenant being entitled to any kind of payment or compensation.
- 11.6 On departure, the Tenant must leave the Accommodation broom clean, in accordance with the applicable Park Rules.
- 11.7 In the event of a breach of the rules included in these General Terms and Conditions and/or the Park Rules or failure to comply with any instructions by the staff at the Resort, Dormio Resorts & Hotels or the Resort may remove the Tenant from the Resort forthwith, with no refund of the Holiday Sum or part thereof being made.
- 11.8 If the park management has a serious suspicion that the Tenant of an Accommodation Unit is acting in breach of the law and/or public order or public decency, the park management may enter the Accommodation Unit.

## **12. PETS**

- 12.1 Pets are permitted only if this is expressly stated and if the pets were mentioned when making the Booking. Adding a pet to an existing Booking is only possible on the basis of availability.
- 12.2 The Tenant will be liable at all times for any damage caused to the Accommodation and/or any inconvenience caused at the Resort by the pet.
- 12.3 Pets that may cause any kind of danger to their environment are not permitted.



### **13. USE OF ACCOMMODATION; HOUSE CONTENTS**

- 13.1 Each Tenant is jointly and severally liable for day-to-day life in and around the Accommodation and at the Resort taking place in an orderly fashion.
- 13.2 The Tenant is jointly and severally liable for any loss caused by any breakage, disappearance and/or damage of the House Contents and/or any damage to the Accommodation. Any damage must be reported by the Tenant to Dormio Resorts & Hotels and/or the Reception of the Resort immediately and must be paid for immediately at the Resort. If the Tenant can demonstrate that the damage was not attributable to the Tenant, the aforementioned provision will not apply.

### **14. FORCE MAJEURE AND LIABILITY**

- 14.1 Force majeure on the part of Dormio Resorts & Hotels exists if Dormio Resorts & Hotels is prevented from performing the Agreement in full or in part, whether or not temporarily, due to circumstances beyond its control, such as but not limited to the risk of war, strikes called by staff, blockades, fire, flooding, epidemics and other events.
- 14.2 If Dormio Resorts & Hotels is unable to perform the Agreement in full or in part due to force majeure, whether or not temporarily, Dormio Resorts & Hotels may present a proposed change to the Tenant after it has become aware that it will not be able to fulfil the Agreement at all or temporarily. Dormio Resorts & Hotels will never be held to pay any costs and/or damages to the Tenant.
- 14.3 The Tenant will not be obliged to accept the proposed change. If the Tenant does not wish to make use of this, the Tenant must make this known within 14 days of receipt of the proposed change. In that case, Dormio Resorts & Hotels may terminate the Agreement with immediate effect. The Tenant will then be entitled to cancellation and repayment of any part of the Holiday Sum that has already been paid.
- 14.4 Dormio Resorts & Hotels is not liable for the theft of or damage to any objects or damage to any persons, of whatever nature, during or as a consequence of the stay at the Resort or the use of the Accommodation and/or other Facilities at the Resort, unless such is the consequence of intent or wilful recklessness on the part of Dormio Resorts & Hotels or its staff.
- 14.5 Dormio Resorts & Hotels does not accept any liability for any damage caused by loss of holiday enjoyment due to, for example but not limited to, unexpected building activities or other activities near the Accommodation, limited availability of Facilities, work being carried out on access and/or main roads or excessive noise levels caused by neighbours, church bells, fireworks, cars, trains and/or farm machinery.
- 14.6 The Tenant is jointly and severally liable for loss and/or damage with regard to the rented Accommodation and/or other property of Dormio Resorts & Hotels occurring during the use thereof, irrespective of who has caused the damage.
- 14.7 The Tenant indemnifies Dormio Resorts & Hotels against any liability in terms of damage suffered by third parties which is the consequence of any action or failure to act by the Tenant or any third parties who are at the Resort with the Tenant's permission.
- 14.8 Dormio Resorts & Hotels is not liable for any additional activities planned by the Tenant on the basis of the Booking.
- 14.9 If the Accommodation is used incorrectly or is left incorrectly on departure, for example but not limited to leaving the Accommodation behind in an excessively dirty state, additional costs will be charged, which the Tenant will then have to pay immediately.
- 14.10 Any liability of Dormio Resorts & Hotels towards the Tenant will be limited to the Holiday Sum at all times, unless damage has been caused by any intentional or negligent action.

### **15. COMPLAINTS**

If the Tenant has a complaint during their stay at the Resort, the Tenant must report this at the Reception of the Resort. If the Tenant is no longer staying at the Resort or in the unlikely event that the complaint has not been resolved satisfactorily, the Tenant can report this by sending an email to [customerservice@dormio.eu](mailto:customerservice@dormio.eu), stating the surname of the person who made the booking, the email address used to make the booking, a telephone number, the booking number, the date of the complaint, the Resort, a description of the complaint and the expected outcome. The complaint must be submitted within one month of departure.

### **16. GOVERNING LAW**

The Agreement between the Tenant and Dormio Resorts & Hotels is governed exclusively by Dutch law. Any disputes about the Agreement can only be submitted to the competent court at the Court of Gelderland.



## **17. TRAVEL DOCUMENTS**

The Tenant is responsible for being in possession of valid travel documents. Dormio Resorts & Hotels does not accept any liability for the consequences of failure to be in possession of the correct travel and/or medical documents and/or any proof of vaccination required at the time.

## **18. PRIVACY**

- 18.1 By accepting the General Terms and Conditions, the Tenant gives permission to Dormio Resorts & Hotels to register personal data in the booking system and to provide this to the Resort, such in accordance with the General Data Protection Regulation (GDPR).
- 18.2 Dormio Resorts & Hotels will correct, supplement, delete or block the Tenant's data at the Tenant's request, for example when the data is factually incorrect. As a consequence of this, the Tenant may no longer be able to use any or part of our services.

## **19. GENERAL**

- 19.1 Dormio Resorts & Hotels will send its correspondence digitally, unless such is not possible for whatever reason.
- 19.2 All communications are subject to printing and typesetting errors. Dormio Resorts & Hotels does not accept any liability for the consequences of any printing and typesetting errors.