

## GENERAL BOOKING CONDITIONS

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

### 1. About VVV Texel

Accommodation on Texel can be booked through the website [www.texel.net](http://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](http://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](mailto: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.

#### 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](http://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**

On our website, you will find reviews from guests who have previously booked the accommodation via the platform [www.texel.net](http://www.texel.net). Guests who book via this platform receive a request shortly after their stay to use their personal login to give a review of the accommodation they stayed in. VVV Texel places the reviews, without editorial interference, on the day they are made by the guest. If you think a review is inappropriate, you can always let us know. Please contact us by e-mail or telephone: [office.manager@texel.net](mailto:office.manager@texel.net) or Tel. +31 (0)222 362536. If VVV Texel observes after the review itself that the review contains inaccuracies or that unsympathetic language has been used in the review, a review can be removed.

### 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 minimum 4% of the rent, but max. € 45,00 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

The guest guarantees his booking with a deposit of his booking to VVV Texel. The down payment is 30% of the travel sum, reservation costs, if any additional items, cancellation insurance.

If the booking is the same or less than 63 days before arrival date is made, that booking will be through the guest guaranteed by payment of the entire sum due at the time of booking being made of the entire amount due for the booking VVV Texel (travel sum plus reservation costs, any additional items, cancellation contract);

The guest must pay the remaining 70% of the travel sum at the latest to be paid to VVV Texel 56 days before arrival.

After the full travel sum has been paid by the guest, the guest receives a proof of payment from VVV Texel via email stating that the travel sum is due satisfied.

#### 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.

Holiday homes (including Holiday home, Bungalow, Villa, Apartment, Studio, Chalet, Touring caravan, Pipowagen, Boat, Yurt or furnished tent ):

- 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.

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.

In addition, we cannot refund the booking fee or the premium for any insurance you have taken out. If a travel contract involving several guests is cancelled, cancellation costs must be paid for all guests. 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. You can also do this yourself by logging into your 'MyTexel' account. 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](mailto:info@texel.net) Tel.: 0222 - 31 47 41 (see the website for our opening hours).

The cancellation costs of a travel contract rebooked at your request are minimally based on the cost percentage valid on the date of rebooking of the original travel contract.

#### Cancellation insurance

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

Cancellation insurance, so-called Travel Risk, can be taken out within 7 days of booking.

For non-Dutch guests, travelers from the age of 70 are excluded from travel and cancellation insurance with Allianz.

#### Free cancellation

Some accommodations offer 'flexible cancellation'. This means that you can cancel this accommodation free of charge up to a certain number of days before your arrival date. We cannot refund the booking fee or the premium for any insurance you have taken out. This is apparent from the presentation on our website and will be stated on your booking confirmation.

## 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 €22,50 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.

#### **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.

#### **15. Limitation of liability**

For personal or property damage and other damage arising from or related to an agreement with the host, the host's liability is always limited or excluded in accordance with the applicable international conventions.

The host likewise does not accept any liability for damage that can be claimed under travel and/or cancellation insurance. The guest will use the accommodation at their own risk. The host is not liable for unforeseen nuisance caused by activities in the vicinity of the accommodation, nor for noise nuisance caused by traffic, animals or from buildings or grounds. 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.

The aforementioned limitation of liability applies equally to the host, the bicycle rental company and/or VVV Texel for damage resulting from a bicycle rental agreement concluded through the mediation of VVV Texel and/or the purchase of tickets in the VVV webshop. The liability for this damage is limited to the amount that is paid out under the liability insurance in the relevant case, but with a maximum of € 500 per claim.

#### **16. Guest obligations**

On arrival at the accommodation you must be in possession of a valid proof of reservation and legal identification. As a guest of an accommodation via Texel.net, you must follow the instructions and house rules of your host. You must leave your accommodation in the same state as you found it at the start of your stay. If anything is not in order or is missing at the start of your stay, you should report this immediately to the host. This way, it can be solved during your stay. You may only use the rented

accommodation as a holiday home and may not sublet it to third parties or occupy it permanently without the consent of the accommodation owner. Organising parties in your accommodation is not permitted due to the risk of noise nuisance and damage. During your stay, you may not stay in the accommodation with more guests and pets than indicated in your booking confirmation. The host may contact you to find out the composition of your party. The host may require a deposit from you and, in exceptional cases, increase it if he sees good reason to do so. You remain responsible for the costs and you are liable for any damage caused to or in the accommodation during your stay. If you or your (fellow) guests misbehave during your stay in the accommodation, the host may terminate your stay immediately.

## 17. Complaints?

Dutch law applies to the travel agreement and other agreements. 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. The District Court of Noord-Holland, location Alkmaar, has jurisdiction to hear disputes that cannot be resolved. 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: Email: [office.manager@texel.net](mailto:office.manager@texel.net) Tel.: +31 (0)222 - 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. Following this procedure ensures that you will receive a prompt response.

## 18. Ticket shop conditions

When you buy a ticket in our webshop for an event or attraction, for example, a guided tour, museum, concert, presentation, excursion or workshop, the following apply (contrary and supplementary to our normal webshop terms & conditions of use):

### Ticket purchase

It's possible to buy a ticket on our website direct from the vendor for admission to an event or an attraction. VVV Texel acts as an intermediary and is not party to the agreement itself. In this case the webshop terms & conditions, plus these additional terms & conditions apply. If the event also involves one or more overnight stays, the General Booking Conditions of Travel also apply.

### Receipt of tickets

Once your order and purchase have been processed on the website, you will receive the tickets for your chosen date via email.

### Ticket

You must immediately report any inaccuracies of the data on the ticket to the Texel Tourist Information Office. VVV Texel cannot be held liable for any form of injury or damage resulting from incorrect information on the ticket or for injury to participant (s) or third parties or damage to the property of the participant (s) or third parties, incidents for, during or after an activity, excursion or event, for which the ticket has been obtained at or through the Texel Promotion Foundation (called "Stichting VVV Texel Promotie").

### Admission

On submission of your ticket you will be granted admission to the event or attraction by the ticket vendor. If admission to the event is subject to other conditions, such as a minimum number of participants or certain weather conditions, the ticket vendor will notify you no less than 48 hours prior to the event as to whether the event will go ahead. If the event is cancelled, you will receive a credit

note for participation in or admission to the event on another date, or your money will be refunded.

Can someone else go in your place?

When you buy a ticket through our website, it is for a specific date chosen by you. Should you change your mind, it will not be possible to cancel and there is no statutory cooling-off period. However, your tickets can be transferred to another person who can go in your place. The ticket vendor will grant this other person admission to the event or attraction on submission of the ticket.

Questions?

Please don't hesitate to contact us if you have any queries. You can reach us at

E-mail: [info@texel.net](mailto:info@texel.net), Tel: +31 (0)222 314741.

*Den Burg, January 2023*