

1. Application

1.1 These General Terms and Conditions apply to all offers, reservations and agreements relating to all accommodation and other facilities leased by IJsselhof B.V. (‘IJsselhof’).
 1.2 In these General Terms and Conditions the term ‘lessee’ refers to the person with whom IJsselhof concludes a contract relating to the lease/use of accommodation. The term ‘user’ refers to the lessee and the persons specified by the lessee who (will) use the accommodation and/or other facilities leased by the lessee.
 1.3 These General Terms and Conditions are applicable regardless of your (prior) reference to your own conditions or other general terms and conditions. IJsselhof refuses all General Terms and Conditions to which you refer or that are used by you.
 1.4 Agreements that deviate from these General Terms and Conditions are only valid if agreed in writing.
 1.5 Printing errors are not binding for IJsselhof.

2. Reservations

2.1 IJsselhof only arranges reservations for persons who are 18 years of age or older. Reservations made by persons under that age are not valid.
 2.2 IJsselhof reserves the right to refuse to make reservations at any time, without any obligation to state the reason(s).
 2.3 When IJsselhof accepts your reservation it will send you a written confirmation and invoice by mail or email within 14 days after the reservation has been made. Please check that all information is correct immediately upon receipt. Any errors must be reported to IJsselhof immediately.
 2.4 If you have not received a written confirmation/invoice within 14 days of making the reservation please contact reception immediately, (the reservation cannot be honoured if these documents are not present).
 2.5 A contract is created between you and IJsselhof upon receipt of the written confirmation of your reservation and the invoice from IJsselhof.
 2.6 The contract relates to the short term leasing of accommodation and/or other facilities for recreational use.
 2.7 The lessee will transfer a payment to IJsselhof within the period specified in the reservation confirmation. IJsselhof is entitled to regard the contract as not concluded if IJsselhof does not receive the agreed payment. In that case, IJsselhof has the option to release the reserved accommodation for reservation by other parties without prior notice.

3. Changes to the contract

3.1 Should you wish to change the contract after it has been concluded, IJsselhof is not obliged to accept these changes. IJsselhof reserves the right to decide whether and to what degree any changes will be accepted. IJsselhof reserves the right to levy an alteration fee upon acceptance of any changes.
 3.2 In principle, changes are not permitted within 4 weeks prior to arrival.

4. Substitution

4.1 The lessee and other users are not permitted to allow the accommodation, under whatever name and on whatever basis, to be used by any persons other than those specified in the contract, unless agreed otherwise in writing with IJsselhof.
 4.2 If you and IJsselhof have agreed that you and/or one or more users will be substituted, you and the lessee and/or users that you and/or other users replace will remain liable to pay IJsselhof any outstanding rent, the alteration costs (see art. 3.1) and any potential extra costs caused by the substitution and any cancellation fees.

5. Prices

5.1 You then owe IJsselhof the agreed lease sum as specified in the written confirmation and the reservation. If the costs paid by IJsselhof (staff, energy, taxes, etc.) after the contract is concluded increase demonstrably and unexpectedly IJsselhof has the right to charge these increased costs to you. If these price increases are introduced within 3 months of the contract being concluded, this price increase will be a maximum of 5% of the previously agreed price and you will be entitled to cancel the contract on these grounds.
 5.2 Discounts do not apply to existing reservations.
 5.3 All prices include VAT, as far as applicable, unless stated otherwise.
 5.4 The prices at www.ijsselhof.eu are not binding. You will be informed of the currently applicable price when you make a reservation. The price stated on the confirmation/invoice is binding.

6. Extra costs

6.1 Besides the lease price, you/the lessee also pay reservation fees, service fees and tourist tax, including contributions to other charges.

7. Payment

7.1 When the reservation confirmation has been received you must pay a deposit of 30% of the total due. Payment of this sum must follow directly online or within 7 days after the date of the reservation confirmation and invoice. IJsselhof must receive the remaining amount of rent due no later than 6 weeks before the commencement of the stay at IJsselhof as specified in the booking confirmation.
 7.2 If a reservation is made within 6 weeks till 1 week prior to the start of your stay, the entire lease sum must be paid at once directly online or upon receipt of the reservation confirmation in 7 days.
 7.3 If a reservation is made within 7 days prior to the start of your stay, the entire lease sum must be paid at once directly online or by arrival. If, on arrival at the park, it is apparent that the reservation fee has not been transferred (completely) to the IJsselhof bank account then you must pay this immediately, on site. If this payment is not made in accordance with the above, IJsselhof is entitled to deny you the use of the accommodation. If it subsequently becomes apparent that you had submitted a payment order but that the sum had not been transferred to the IJsselhof bank account by the time you arrived, any overpayment will be refunded to you.
 7.4 Refer to 2.7. for late payments.

8. Arrival and departure

8.1 Arrival and departure are possible on Monday and Friday, unless stated otherwise in IJsselhof publications. IJsselhof specifies the arrival date in the reservation confirmation.
 8.2 The leased accommodation can be used from 16:00 on the agreed arrival date as specified on the reservation accommodation. The accommodation must be vacated before 10:00 on the agreed departure date and specified on the reservation confirmation.
 8.3 If you wish to extend the contract with IJsselhof for longer than the agreed duration and IJsselhof agrees, IJsselhof is entitled to allocate different accommodation.
 8.4 If the use of the accommodation and/or other facility is ended before the agreed date specified on the reservation confirmation, the lessee is not entitled to a refund of (any part of) the lease price and/or extra costs. If you have a cancellation insurance by IJsselhof, you can submit a request.

9. (Household) Regulations

9.1 All lessees, users must adhere to the Household regulations stipulated by IJsselhof. You may request a copy of these regulations at reception when you arrive.
 9.2 In accordance with local ordinances you are obliged to register in the night register by means of completing the night registration form when checking in. If guests are unable to present an ID, IJsselhof is unable and not permitted to accommodate the guests.
 9.3 Each unit of accommodation may only be used by the number of persons on the reservation. The maximum number permitted for each unit of accommodation is specified in IJsselhof publications.
 9.4 IJsselhof reserves the right to make changes to the set-up and opening hours of the facilities in the park.
 9.5 In order to allow necessary maintenance work to take place, you will permit work to be carried out on the accommodation or other facilities during your stay, without entitlement to compensation.
 9.6 The leased object is made available to the lessee upon presentation of the key(s). The key(s) are only presented when the complete lease fee and all extra costs have been received by IJsselhof. The lessee will present the key(s) to the reception before 10:00 on the agreed departure date.
 9.7 Due to safety considerations it is not permitted to erect tents at the accommodation.

9.8 The lessee must vacate the accommodation in a clean state (e.g. no dirty dishes, bedclothes removed and folded, kitchen and refrigerator clean, dustbin bag placed in the container).
 9.9 The lessee and users are obliged to rent bedclothes from IJsselhof. The costs are part of the service costs.
 9.10 Contravention of the regulations in these General Terms and Conditions and park regulations and/or the failure to follow instructions issued by the staff gives IJsselhof the right to eject you, the lessee, and any other user from the park without restitution of the lease fee or part thereof.
 9.11 If the park management seriously suspects that the lessee of an accommodation is acting in contravention of the law and/or Public Order and/or acting immorally, the park management is entitled to enter the recreational accommodation in question.

10. Pets

10.1 Depending on the accommodation, IJsselhof permits a maximum of one pet, owned either by the lessee or the users. If you and/or other users wish to bring pets, this must be stated during the reservation process. In that case IJsselhof will charge a fee for the extra cleaning work. IJsselhof reserves the right to refuse entry to pets, without providing a reason.
 10.2 Pets are not permitted near water features, swimming pools, restaurants, covered facilities and other public areas in the park (unless stated otherwise at that specific location). Pets must be kept on a leash on IJsselhof premises. Instructions relating to the locality must be followed. Pets may not cause a nuisance to other guests.
 10.3 Dog baskets must be brought by guests and flea collars are compulsory for dogs/cats.
 10.4 Caged small pets are free of charge (they must be specified in the reservation process).
 10.5 Visitor’s pets are not permitted.
 10.6 Pets in the park must possess a passport in accordance with the European model (from 3 July 2004). The animals must be vaccinated against rabies and identification with a chip or tattoo is compulsory. You are responsible for possessing the correct travel documents.

11. Breakages, losses

11.1 The lessee specified on the reservation confirmation is responsible – without prejudicing the responsibility or liability of the other guests/users – for good order in and around the leased accommodation or elsewhere in the park, insofar as this is influenced by him or his company/the other user.
 11.2 In addition, the lessee is always liable, without prejudice to the liability of other users, for damage due to breakages and/or losses and/or damage to the inventory and/or accommodation. Any damage must be reported by the lessee to IJsselhof immediately and paid for on the spot unless the lessee can show that the damage cannot be blamed on his/her actions or those of other users or members of his company.
 11.3 IJsselhof reserves the right to inspect the property for damage.

12. Internet use

12.1 IJsselhof offers the renter and those accompanying the renter/ user access to the internet via Wifi. The renter is responsible for the correct use of the internet as well as for the necessary hardware and software.
 12.2 IJsselhof is not liable for any loss as a result of the use of the internet or breakdowns in the network.

13. Deposit

13.1 On arrival the lessee will pay the reception a deposit by means of a written authorisation for the collection of a deposit of pay the deposit cash. If the deposit is not paid immediately IJsselhof is entitled to deny the renter and/ or other users access to the accommodation.
 13.2 The deposit serves as security for IJsselhof. Any damage to the leased object caused by the lessee during the lease period will be deducted from the deposit. Extra costs, such as extra cleaning services due to excessive dirt, can be deducted from the deposit.
 13.3 IJsselhof will destroy the authorisation after the lessee has departed if no damage/extra costs have been incurred. If there is damage or extra costs, the damage claim can be deducted from the lessee’s account. The deduction will never exceed the sum specified in the authorisation. If the deposit is not sufficient to cover the damage and costs the extra damage and costs will be charged to the lessee by IJsselhof retroactively.

14. Cancellation conditions

14.1 When a reservation is cancelled, cancellation fees are charged. The sums owed to IJsselhof by the lessee when cancellation takes place are:
 a. 15% of the lease sum for cancellation more than three months prior to the arrival date,
 b. 50% of the lease sum for cancellation between three and one month prior to the arrival date,
 c. 90% of the lease sum for cancellation until two weeks prior to the arrival date,
 d. 100% of the lease sum for cancellation within two weeks prior to the arrival date.
 14.2 If you have not arrived within 24 hours after the agreed arrival date, this will be regarded as a cancellation.

15. Cancellation insurance

15.1 You can take out insurance to cover this cancellation risk by effecting cancellation insurance when you make your reservation.
 15.2 Cancellation insurance coverage
 15.2.1 The maximum amount that we reimburse for this is 100% of the rent price, each insured person will receive an amount in proportion to their share in the total rent sum
 15.2.2 We reimburse the cancellation costs but only if this happens for one of the reasons given in the terms and conditions by 15.2.3 till 15.2.13
 15.2.3 You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or is seriously injured in an accident.
 15.2.4 A family member in the third degree dies.
 15.2.5 Complications in pregnancy from the booker or the partner of the booker.
 15.2.6 Less than 30 days before the start of the trip you unexpectedly find a rental or new estate house. You are also insured if, during your trip, you have to be present for the transfer of your existing home, but only if you have no influence on the delivery or transfer date.
 15.2.7 You, a co-insured, a person who shares your home or a child living at home must undergo a medically necessary intervention.
 15.2.8 Through no fault of your own, you lose your permanent job and become unemployed.
 15.2.9 After a period of unemployment, you are offered a job and your new employer does not accept the trip that you have booked, because he needs you to be at work on the days on which your trip is planned. This must involve a job for at least 20 hours per week, for a minimum of six months.
 15.2.10 Your long-term relationship or marriage unexpectedly breaks up. ‘Long-term relationship’ refers to a relationship with a shared household.
 15.2.11 The private vehicle with which you were to make the trip breaks down 30 days before the start of the trip, due to an external problem. The vehicle cannot be replaced or repaired in time. An ‘external problem’ is e.g. a collision, a storm or theft. This does not include purely mechanical breakdowns and the like.
 15.2.12 Your parent(s) or child(ren) unexpectedly needs (need) care urgently, which only you can provide
 15.2.13 On the day of your departure you lose your travel documents and immediately report this to the police.

16. Advance reservation

16.1 It is possible to make a booking in a period for which the rates have not yet been published. IJsselhof will inform the lessee as soon the prices are available. The lessee has a week to make the reservation or cancel.

17. Force majeure and alterations

17.1 If IJsselhof is temporarily unable to meet the conditions of the contract either partially or completely due to force majeure, it will present you with an alternative proposal (for alternative accommodation/different period, etc.) within 14 days after learning that it will be impossible to fulfil the contract.
 17.2 Force majeure on the part of IJsselhof has occurred if the fulfilment of the contract is hindered permanently or temporarily and either partially or completely due to circumstances beyond the control of IJsselhof, including the threat of war, strikes, blockades, fire, flooding and other disruptions or events.

17.3 You are entitled to reject the alternative proposal. If you reject the alternative proposal you must make this known within 14 days after receiving the alternative proposal. In this case, IJsselhof is entitled to cancel the contract with immediate effect. You are then entitled to remission or restitution of the reservation sum, or the part of it which has already been paid. IJsselhof will not be liable to pay restitution for any damage.

18. Cancellation

18.1 IJsselhof is always entitled to cancel the contract with immediate effect if you and/or other users submit incomplete and/or incorrect personal data during the reservation process. In this case, there will be no restitution of the lease sum or part thereof.

19. Liability

19.1 IJsselhof does not accept any liability for theft (including theft from bungalow safes), loss or damage of items or persons of any nature whatsoever, during or as a consequence of a stay at our park and/or leasing/using accommodation and/or other IJsselhof facilities unless this is due to intent or gross negligence on the part of IJsselhof (or one of) its employees.
 19.2 Liability for damage consisting of deprivation of holiday enjoyment or damage to businesses or other consequent damage is excluded under all circumstances. IJsselhof is also never liable for damage for which claims may be submitted on the basis of travel and/or cancellation insurance policy or any other insurance policy.
 19.3 IJsselhof is not liable for disruptions in services or omissions in services provided by third parties.
 19.4 Liability on the grounds of illegal acts is in any case limited to a maximum of € 75,000 for personal accidents per guest per stay, and liability for material damage is in any case limited to a maximum of € 1,500 per lessee/user per stay.
 19.5 You and the users are mainly liable for all losses and/or damage to the leased accommodation and/or other IJsselhof property that occurs during its use by you and/or other users, regardless of whether this is the consequence of your and/or third parties’ (who can be counted as members of your company) actions or negligence.
 19.6 You exempt IJsselhof from all claims relating to damage to third parties that is (partially) a consequence of your actions or negligence or the actions or negligence of other users, your travelling companions or third parties who can be counted as part of your company.
 19.7 Extra fees will be charged for any items that are incorrectly used or left, including but not restricted to the excessive soiling of the accommodation. These must be paid immediately.

20. Complaints

20.1 Despite the care and attention devoted by IJsselhof you may feel that you have a justified complaint regarding your holiday accommodation. In the first instance you must submit this complaint to the on-site park management. If you feel that the complaint has not been handled satisfactorily you have a maximum of 1 month after leaving the park to submit a complaint in writing to: Villavakantiepark IJsselhof B.V., complaints department Proefpolder 4-720, 1619 EH Andijk, stating reservation number, personal data, date of stay and accommodation number. The complaint will then be handled with the greatest care. If this also fails to lead to a satisfactory solution you have a maximum of 3 months after leaving the park to have your complaint brought before the Geschillencommissie Recreatie (recreation disputes committee) in The Hague or the legally authorised judge. The decision taken by this committee is regarded as a binding recommendation.

21. Applicable law

21.1 The contract between you and IJsselhof is subject to Dutch law exclusively.

22. Travel documents

22.1 You are responsible for possessing valid travel documents that are required for your destination. IJsselhof does not accept any liability for the consequences of failure to possess the correct travel documents.

23. Brochure / website photos

23.1 If a lessee, user or third party who can be counted as part of your company inadvertently appears in a photo that is taken for use in an IJsselhof publication, their permission to use the photo is assumed, even if he/she is recognisable in the photo.

24. Camera supervision

24.1 Camera surveillance has been installed at Villavakantiepark IJsselhof. This is indicated by signs at the entrance to the park.
 24.2 The general purpose of camera surveillance is to provide security and thereby increase the feeling of safety amongst the guests.
 24.3 The cameras are operational 24 hours per day. The quality of the surveillance is such that clear images are still possible at night.
 24.4 Registration of people is used solely for the purposes of camera surveillance.

25. General

25.1 Any errors in printing and layout are not binding for IJsselhof. These general terms and conditions supersede all previous publications.
 25.2 The management of IJsselhof will take decisions in all situations not foreseen in these general terms and conditions.

