

## **GENERAL TERMS AND CONDITIONS HOTEL HEERLICKHEIJD VAN ERMELO B.V.**

These General Terms and Conditions of HOTEL HEERLICKHEIJD VAN ERMELO with its registered office in Ermelo and its place of business in Ermelo, registered in the Trade Register of the Chamber of Commerce under number 32129519, hereinafter jointly referred to as 'Hotel Heerlickheijd van Ermelo', were filed on 6 May 2019 at the Registry of the District Court of Arnhem (17/2019), as well as at the Trade Register of the Chamber of Commerce. These General Terms and Conditions can also be consulted via the website: [www.heerlickheijdvanermelo.nl](http://www.heerlickheijdvanermelo.nl) and a copy can be sent on request.

These general terms and conditions are referred to as 'General Terms and Conditions'.

### **1. DEFINITIONS AND INTERPRETATION**

**1.1** Unless explicitly stated otherwise, the following words and concepts shall have the meaning assigned to them in this article. Services: the services to be provided by Ermelo's Hotel Heerlickheijd are divided into four (4) groups and may be purchased separately or in combination as an arrangement and consist of:

- a. Catering services:* the provision of food and/or drinks and/or accommodation, as well as the provision of (room) space and grounds; and/or
- b. Wellness services:* wellness facilities, saunas, (various) swimming pools, including whirlpools, rental of towels, bathrobes and the like; and/or
- c. Health & Beauty Services:* including beauty treatments, health treatments, detox, juice cures, massages, treatments and the like; and/or
- d. Other services:* shuttle service, bicycle rental, bowling, fitness activities, Nordic walking and all other services offered by Hotel de Heerlickheijd van Ermelo which do not fall under (a) to (c) above.

#### **Service agreements:**

Agreements between Hotel de Heerlickheijd van Ermelo and a Customer relating to the provision of one or more Service(s);

**Hotel service:** the part of the business activities of Hotel de Heerlickheijd van Ermelo that relates to the provision of accommodation, as well as the provision of (room) spaces and grounds.

**Restaurant service:** the part of the business activities of Hotel de Heerlickheijd van Ermelo that relates to the provision of food and/or beverages, whether or not in combination with the hotel service.

**Provision of services:** the provision of Catering Services and/or Wellness Services and/or Health & Beauty Services and/or other services by Hotel de Heerlickheijd van Ermelo, all with all associated activities and services, and all in the broadest sense of the word.

**Consumer Customer(s):** (a) private individual(s) or natural person(s) who does/do not trade in the practice of a profession or business and who have concluded an Agreement with Hotel de Heerlickheijd van Ermelo.

**Corporate Customer(s):** legal person(s) or company(ies) that has/have concluded an Agreement with Hotel de Heerlickheijd van Ermelo.

**Customers:** Consumer and Corporate Customers together;

**Guest(s):** the individual(s) to whom Hotel de Heerlijkheid van Ermelo must provide one or more Service(s) on the basis of an Agreement concluded with the Customer. Wherever these General Terms and Conditions refer to Guest, or Customer, this refers to both Guest and Customer, unless it necessarily follows from the content of the provision and its purport that only one of the two can be intended.

**Agreement:** a Service Agreement and/or a Purchase Agreement.

**Invoice value:** to add to the total amount owed by the Customer to Hotel de Heerlijkheid van Ermelo pursuant to one or more Agreement(s), as well as pursuant to a Service(s) provided pursuant to an Agreement, including service charges, tourist tax and VAT, if and insofar as applicable, any other amounts owed by the Customer pursuant to these General Terms and Conditions. In the case of Invoice Value, Reservation Value may also apply: The value of the Catering Agreement, which is equal to the total expected turnover of the Catering Service, including any tourist tax and V.A.T. in respect of a Catering Agreement concluded with a Customer, which is based on the averages applicable at Hotel de Heerlijkheid van Ermelo.

**Cancellation:** the written notification by the Customer to Hotel de Heerlijkheid van Ermelo that one or more agreed Service(s) will not be used in whole or in part, or the written notification by Hotel de Heerlijkheid van Ermelo to the Customer that one or more agreed Services will not be provided in whole or in part.

**No-Show:** the failure of a Customer and/or Guest to use one or more of the Services to be provided by Hotel de Heerlijkheid van Ermelo on the basis of an Agreement without Cancellation.

**Goods:** all goods, including monies, monetary values and valuable papers.

**Turnover guarantee:** a written statement by the Customer that Hotel de Heerlijkheid van Ermelo will realise at least a certain agreed amount of turnover in respect of one or more Agreement(s).

**Personal Information:** voluntarily provided personal information of Guests, including but not limited to contact details, such as name, nationality, telephone numbers, e-mail addresses, postal addresses, date of birth, name and date of birth of children, credit card details, dates of arrival and departure/visit at Hotel de Heerlijkheid in Ermelo, preferences and interests with regard to, for example, the preferred location of a room (lower/upper floor, etc.), type of bed, newspaper preference, favourite food and/or beverages in the Restaurant service, sporting and cultural interest and questions/remarks that Customers and/or Guests have during or after a stay at Hotel de Heerlijkheid van Ermelo.

**Purchase agreement:** Any agreement concluded between Hotel de Heerlijkheid van Ermelo and the Customer relating to the sale and delivery of Products by Hotel de Heerlijkheid van Ermelo, any amendment or supplement thereto, as well as all (legal) acts in preparation for and in performance of the Purchase Agreement.

**Products:** All products, such as - but not limited to - Health & Beauty products, which are offered for sale by Hotel de Heerlijkheid, both in its shop(s) and on the site [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl) / [www.heerlijkheid.nl](http://www.heerlijkheid.nl)/ [www.heerlick.nl](http://www.heerlick.nl)te.

### **Corkage and food charge**

The amount due for the consumption of drinks and/or food not provided by a Catering Service on the premises of that Catering Service.

**1.2** Article titles are for reference only. No rights can be derived from them.

**1.3** In these General Terms and Conditions, references to statutory provisions are references to statutory provisions as they read at the time of adoption of these General Terms and Conditions.

**1.4** In these General Terms and Conditions, if the context so requires, the singular will also include the plural and vice versa.

## **2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS**

**2.1** These General Terms and Conditions apply from the moment that an Agreement is concluded in accordance with Article 3.1 and apply to the content and performance of all Agreements and the Services provided by Hotel de Heerlijkheid van Ermelo pursuant to an Agreement.

**2.2** The applicability of any general or specific conditions or stipulations of Customers is expressly rejected by Hotel de Heerlijkheid van Ermelo, unless explicitly agreed otherwise in writing in advance. If the applicability of other general terms and conditions is accepted by Hotel de Heerlijkheid van Ermelo, these General Terms and Conditions will prevail at all times in the event of any contradiction.

**2.3** Deviations from these General Terms and Conditions are only valid if they have been explicitly confirmed to the Customer in writing by Hotel de Heerlijkheid van Ermelo on a case-by-case basis.

**2.4** If, on the basis of mandatory law, the meaning of any provision in these General Terms and Conditions is not permissible, the meaning permissible on the basis of mandatory law will apply.

**2.5** These General Terms and Conditions also apply to all natural persons, legal entities and companies that Hotel de Heerlijkheid uses or has used when entering into and/or performing an Agreement and performing the Services, or in general in connection with the operation of Hotel de Heerlijkheid van Ermelo

**2.6** Once these General Terms and Conditions have become validly applicable to a particular Agreement, the latest applicable version of these General Terms and Conditions will be deemed to be applicable to all subsequent Agreements between the same parties unless otherwise agreed in writing.

**2.7** All stays at Hotel de Heerlijkheid van Ermelo are also subject to the house rules of Hotel de Heerlijkheid van Ermelo. These are an integral part of these General Terms and Conditions. Hotel de Heerlijkheid van Ermelo must display the house rules for the Customers and/or Guests in a clearly visible place for information purposes, or display them, or present them to the Customers and/or Guests in writing. Reasonable indications may be given orally. Customers and/or Guests are obliged to comply with the house rules.

## **Section 1 SERVICE AGREEMENTS**

### **3. RESERVATIONS AND CONCLUSION OF SERVICE AGREEMENTS**

**3.1** If a Customer and/or Guest wishes to make use of one or more Service(s), these Service(s) must be reserved in a timely manner in writing, by telephone or electronically (online) via the website [www.heerlickheijdvanermelo.nl](http://www.heerlickheijdvanermelo.nl). At the discretion of Hotel de Heerlickheijd van Ermelo, a full or partial advance payment may be required for the reserved Service(s). This advance payment must be made in accordance with the provisions of Article 4 of these General Terms and Conditions (Settlement and Payment).

**3.2** Agreements are concluded when Hotel de Heerlickheijd van Ermelo, or an intermediary on behalf of Hotel de Heerlickheijd van Ermelo, has confirmed a reservation of the Customer in writing or when Hotel de Heerlickheijd van Ermelo executes the Customer's bookings. Amendments, additions and/or extensions to an Agreement are only binding if they have been expressly agreed in writing.

**3.3** Within twenty-four (24) hours after an (online) reservation, the Customer will receive an e-mail with a booking confirmation and a (link to the website with a) copy of these General Terms and Conditions of Hotel de Heerlickheijd van Ermelo, or an intermediary on behalf of Hotel de Heerlickheijd van Ermelo, which booking confirmation serves as proof of the booking. The Customer is obliged to check the booking confirmation and inform Hotel de Heerlickheijd van Ermelo immediately and in writing of any error with regard to the booking / reservation, under penalty of execution of the booking as shown in the booking confirmation. All bookings, whether online or not, are only valid after they have been confirmed by Hotel de Heerlickheijd van Ermelo, or an intermediary on behalf of Hotel de Heerlickheijd van Ermelo, by e-mail.

**3.4** All offers made by Hotel de Heerlickheijd van Ermelo with regard to the conclusion of Agreements and the performance of the Services are without obligation and on the basis of "as long as stocks (or capacity) last" and can always be revoked by Hotel de Heerlickheijd van Ermelo, even if they contain a term for acceptance. If Ermelo's Hotel de Heerlickheijd invokes such a reservation within a reasonable period, to be determined in accordance with the circumstances, after acceptance by the Customer, the intended Agreement will be deemed not to have been concluded and Hotel de Heerlickheijd van Ermelo and the Customer and/or the Guest will undo any acts performed in the meantime in the context of the performance of the Agreement, in which case Hotel de Heerlickheijd van Ermelo and the Customer and/or the Guest will provide each other with all the cooperation that is reasonably necessary.

**3.5** All images, descriptions, measurements, weights and other information provided by Hotel de Heerlickheijd van Ermelo are not binding on Hotel de Heerlickheijd van Ermelo and are only intended to give a general impression of the quality of the services offered by Hotel de Heerlickheijd van Ermelo. Hotel de Heerlickheijd van Ermelo accepts no liability whatsoever for incorrect illustrations, incorrect descriptions, incorrect weights and measures and other incorrect information.

**3.6** All offers are made by Hotel de Heerlickheijd van Ermelo, directly or indirectly to the best of its knowledge and with the greatest care. However, Hotel de Heerlickheijd van Ermelo does not guarantee that there will be no deviations in this respect.

**3.7** Options are granted with a predetermined expiry date. An option that has not been converted by the Customer into an actual reservation by the expiry date at the latest will be

deemed to have expired without notice being required by Hotel de Heerlijkheid van Ermelo. An option can only be granted in writing.

**3.8** Agreements for or on behalf of Customers entered into by intermediaries (including but not limited to travel agencies and other Catering Businesses), whether or not in the name of their relationship(s), are deemed to have been entered into also at the expense and risk of these intermediaries. Hotel de Heerlijkheid van Ermelo does not owe any fee or commission, however named, to intermediaries, unless explicitly agreed otherwise in writing. Full or partial payment of the amount due by the Customer to Hotel de Heerlijkheid van Ermelo will free the intermediary to the same extent.

**3.9** Hotel de Heerlijkheid van Ermelo may at any time refuse to enter into an Agreement for any reason whatsoever, except if such a refusal is made solely on one or more of the grounds set out in Section 429c of the Penal Code (discrimination). Hotel de Heerlijkheid van Ermelo has the right to refuse Customers and/or Guests access to the Hotel and/or Restaurant Service as well as the provision of Services if, in its opinion, normal/orderly business operations so require.

#### **4. SETTLEMENT AND PAYMENT**

**4.1** The Customer will owe the price stipulated in the Agreement or, if the Agreement was concluded more than three (3) months before the date on which the Service(s) to be provided under that Agreement is/are to be provided, the prices applicable at the date on which the Service(s) is/are to be provided, which will also be understood to mean the prices as stated on lists displayed by Hotel de Heerlijkheid van Ermelo in a place visible to Customers and/or Guests, or as included in a list that will be handed over to Customers and/or Guests, on request if necessary. A list is deemed to be visible to Customers and/or Guests if it is visible in public areas at Hotel de Heerlijkheid van Ermelo.

**4.2** For additional services, including but not limited to the use of a cloakroom, garage/parking, safe, dry cleaning and/or regular clothing cleaning, telephone, fax, internet and radio and/or television services, Hotel de Heerlijkheid van Ermelo may demand an additional fee.

**4.3** All bills, including cancellation or No-Show bills, are due by the Customer at the time they are presented to them.

**4.4** If a turnover guarantee has been issued, the Customer is obliged to pay at least the amount stipulated in the turnover guarantee to Hotel de Heerlijkheid van Ermelo in respect of the relevant Agreement(s).

**4.5** If an invoice is sent to the Customer for an invoice for an amount of less than EUR 1,000 (one thousand euros) pursuant to the provisions of paragraph 4 of this Article 4, Hotel de Heerlijkheid van Ermelo may charge ten percent (10%) of the Invoice Value for administration costs.

**4.6** As long as Customers and/or Guests have not fully and correctly fulfilled all their obligations to Hotel de Heerlijkheid van Ermelo, Hotel de Heerlijkheid van Ermelo is entitled to retain all Goods brought by Customers and/or Guests to Hotel de Heerlijkheid van Ermelo until Customers and/or Guests have fully and correctly fulfilled all their obligations to Hotel de Heerlijkheid van Ermelo to the satisfaction of Hotel de Heerlijkheid van Ermelo.

**4.7** If a payment method other than direct payment has been agreed, either in cash or via a payment card, and either in advance or on arrival, invoices, regardless of the amount, must be submitted by the Client to Hotel de Heerlijkheid van Ermelo within fourteen (14) days after the invoice date. If an invoice is sent or received, Hotel de Heerlijkheid of Ermelo is at all times entitled to charge the Client a credit restriction surcharge of two percent (2%) of the Invoice Value, which surcharge will lapse if the Client pays the invoice in full and on time.

**4.8** If and insofar as timely and full payment is not made, the Corporate Customer is in default without any notice of default being required. The Consumer-Customer will be in default after he has been notified in writing and given a period of fourteen (14) days to pay the claim of Hotel de Heerlickheijd van Ermelo, and will be given notice of the consequences if payment is not made in time and in full following a reminder.

**4.9** If the Customer is in default, he must reimburse Hotel de Heerlickheijd van Ermelo for all judicial and extra-judicial costs on the part of Hotel de Heerlickheijd van Ermelo in connection with the collection of the amounts owed by him. The extrajudicial collection costs are calculated in accordance with the relevant statutory provisions.

**4.10** In addition, if the Corporate Customer is in default, he will owe an amount of interest of two percent (2%) above the statutory interest due. A part of a month will be counted as a whole month when calculating the interest due.

**4.11** Hotel de Heerlickheijd van Ermelo has a right of retention on Goods brought into the hotel by Customers and/or Guests as security for any claims against Customers and/or Guests in respect of Hotel services, whether or not supplemented by other Services. If Hotel de Heerlickheijd van Ermelo has Goods in its possession as referred to in Article 8.5 and the Customer and / or Guest from whom Hotel de Heerlickheijd Ermelo has received the Goods are in default for three (3) months, Hotel de Heerlickheijd van Ermelo will be at liberty to discontinue the storage of these Goods.

**4.12** Regardless of any annotation or remark made by the Customer in connection with such payment, any payment by the Customer will be deemed to be deducted from the Customer's debt to Hotel de Heerlickheijd van Ermelo in the following order: a. the costs of execution; b. the judicial and extrajudicial collection costs; c. the interest; d. the damage; e. the principal sum.

**4.13** If Hotel de Heerlickheijd van Ermelo accepts payment in foreign currency, the exchange rate applicable at the time of payment will apply. Hotel de Heerlickheijd van Ermelo may charge an administration fee equivalent to a maximum of ten percent (10%) of the amount offered in foreign currency. Hotel de Heerlickheijd van Ermelo can achieve this by adjusting the exchange rate by a maximum of 10%.

## **5. DEPOSIT AND INTERIM PAYMENT**

**5.1** Hotel de Heerlickheijd van Ermelo may at any time require the Customer to deposit or have deposited with Hotel de Heerlickheijd van Ermelo a deposit equal to a maximum of the Invoice Value minus any interim payments already made. Any deposits received will be properly administered, will serve exclusively as security for Hotel de Heerlickheijd van Ermelo and will explicitly not be regarded as turnover already realised.

**5.2** Hotel de Heerlickheijd van Ermelo is also entitled at any time to request interim payment for Services provided in the meantime.

**5.3** Hotel de Heerlickheijd van Ermelo may recover from the deposit lodged pursuant to the preceding provisions in respect of all amounts owed to it by Customers and/or Guests on any account whatsoever. Any surplus will be refunded to the Customer by Hotel de Heerlickheijd van Ermelo without delay.

## **6. CANCELLATION BY THE CUSTOMER**

**6.1** When Customers cancel a reservation, they are obliged to pay the amounts mentioned in this article 6 of these General Terms and Conditions. Any cancellation must be made in writing and dated. The Customer cannot derive any rights from a verbal Cancellation.

**6.2** In case of a No-Show the Customer is obliged to pay the Invoice Value of the agreed upon Service(s), plus the amounts mentioned in paragraph 3 of this article 6. If the Guest has not arrived within half an hour after the reserved time, the Catering Service may consider the reservation cancelled.

**6.3** Amounts already owed by Hotel de Heerlijkheid van Ermelo to third parties in connection with the Agreement or the Services to be provided pursuant to the Agreement as a result of a Cancellation by the Customer must at all times be refunded in full by the Customer to Hotel de Heerlijkheid van Ermelo.

### ***CANCELLATION OF WELLNESS SERVICES AND/OR HEALTH & BEAUTY SERVICES***

**6.4** When a Corporate Customer has made a reservation for Wellness Services and/or Health & Beauty Services, whether or not using the Restaurant service, the following applies to Cancellations:

**a.** in the event of Cancellation more than three (3) months before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;

**b.** in the event of Cancellation more than two (2) months before the commencement date of the Service(s) reserved by the Customer, fifteen percent (15%) of the Invoice Value is due;

**c.** in the event of a Cancellation more than one (1) month before the commencement date of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;

**d.** in the event of a Cancellation more than fourteen (14) days before the commencement date of the Service(s) reserved by the Customer, sixty percent (60%) of the Invoice Value is due;

**e.** in the event of Cancellation more than seven (7) days prior to the commencement date of the Service(s) reserved by the Customer, seventy-five percent (75%) of the Invoice Value is due; and

**f.** in the event of a Cancellation less than seven (7) days before the commencement date of the Service(s) reserved by the Customer, the full Invoice Value is due.

**6.5** When a Consumer Customer has made a reservation for Wellness Services and/or Health & Beauty Services, whether or not using the Restaurant service, then the following applies to Cancellations:

**a.** in the event of Cancellation more than one (1) month before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;

**b.** in the event of Cancellation more than fourteen days before the commencement date of the Service(s) reserved by the Customer, thirty-five percent (35%) of the Invoice Value will be due;

**c.** in the event of Cancellation more than seven days before the commencement date of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;

**d.** in the event of Cancellation more than three (3) days before the commencement date of the Service(s) reserved by the Customer, sixty percent of the Invoice Value is due;

**e.** in the event of a Cancellation more than twenty-four (24) hours before the commencement date of the Service(s) reserved by the Customer, eighty-five percent (85%) of the Invoice Value is due;

**f.** in the event of a Cancellation less than 24 hours before the commencement date of the Service(s) reserved by the Customer, the full Invoice Value will be due.

## **CANCELLATION OF HOTEL ACCOMMODATION/LODGING**

### **6.6 Corporate Customers**

If a reservation is made by a Corporate Customer for hotel accommodation only, with or without breakfast, the following applies to the cancellation of that reservation:

- a.** in the event of Cancellation more than 3 months before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b.** in the event of Cancellation more than 2 months before the commencement date of the Service(s) reserved by the Customer, 15% of the Invoice Value is due;
- c.** in the event of Cancellation more than 1 month before the commencement date of the Service(s) reserved by the Customer, 35% of the Invoice Value is due;
- d.** in the event of Cancellation more than 14 days before the commencement date of the Service(s) reserved by the Customer, 60% of the Invoice Value is due;
- e.** in the event of Cancellation more than 7 days before the commencement date of the Service(s) reserved by the Customer, 85% of the Invoice Value is due;
- f.** In the event of Cancellation 7 days or less before the commencement date of the Service(s) reserved by the Customer, the full Invoice Value is due.

### **6.7 Consumer-customers**

If a reservation has been made by a Consumer-customer for exclusively hotel accommodation, with or without breakfast, the following applies to Cancellation of that reservation:

- a.** in the event of Cancellation more than 1 month before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b.** in the event of Cancellation more than 14 days before the commencement date of the Service(s) reserved by the Customer, 15% of the Invoice Value is due;
- c.** in the event of Cancellation more than 7 days before the commencement date of the Service(s) reserved by the Customer, 35% of the Invoice Value is due;
- d.** in the event of Cancellation more than 3 days before the commencement date of the Service(s) reserved by the Customer, 60% of the Invoice Value is due;
- e.** in the event of Cancellation more than 24 hours before the commencement date of the Service(s) reserved by the Customer, 85% of the Invoice Value is due; and
- f.** in the event of cancellation 24 hours or less before the commencement date of the Service(s) reserved by the Customer, the full Invoice Value is due.

**6.8** Cancellations of holiday reservations must be made no later than twenty-one (21) days before the intended date of arrival, under penalty of the Customer's liability for 100% of the Invoice Value.



## **CANCELLATION OF THE RESTAURANT SERVICE**

### **6.9 Corporate Customers**

If a Corporate Customer has made a reservation for the Restaurant service only (table reservation with or without corkage), then the following applies to the Cancellation of that reservation: **(i)** if a menu has been agreed:

- a.** in the event of Cancellation more than 14 days before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b.** in the event of Cancellation 14 days or less but more than 7 days before the commencement date of the Service(s) reserved by the Customer, 25% of the Invoice Value is due;
- c.** in the event of Cancellation 7 days or less before the commencement date of the Service(s) reserved by the Customer, 50% of the Invoice Value is due;
- d.** in the event of Cancellation 3 days or less before the commencement date of the Service(s) reserved by the Customer, 75% of the Invoice Value will be due.

**(ii)** if no menu has been agreed:

- a.** In the event of Cancellation more than two times 24 hours before the commencement date of the Service(s) reserved by the Customer, no fee is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b.** In the event of Cancellation two times 24 hours or less before the commencement date of the Service(s) reserved by the Customer, 50% of the Invoice Value is due.

### **6.10 Consumer-customers**

If a Consumer-consumer makes a reservation for a restaurant only (table reservation with or without corkage), the following applies to the Cancellation of that reservation:

**(i)** if a menu has been agreed:

- a.** in the event of Cancellation more than four times 24 hours before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any costs paid in advance will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b.** in the event of Cancellation four times 24 hours or less before the commencement date of the Service(s) reserved by the Customer, 50% of the Invoice Value is due;

**(ii)** if no menu has been agreed:

- a.** in the event of cancellation more than two times 24 hours before the start of the Service(s) reserved by the Customer, no amount is due;
- b.** in the event of cancellation two times 24 hours or less before the commencement date of the Service(s) reserved by the Customer, 50% of the Invoice Value is due.

**6.11** Cancellations of holiday reservations must be made no later than twenty-one (21) days before the intended date of arrival, under penalty of the Customer's liability for 100% of the Invoice Value.

## **CANCELLATION FOR THE BOWLING**

**6.12** This cancellation policy applies to both the cancellation of complete reservations and the cancellation of one or more persons.

When a reservation has been made for 6 persons or less, the following applies to the cancellation of that reservation:

- a. Up to 24 hours in advance the reservation can be cancelled free of charge.
- b. For cancellations within 24 hours we charge 50% of the package price / rent.

When a reservation is made for a minimum of 7 persons or more, the following applies to the cancellation of that reservation:

- a. Up to 72 hours in advance the reservation can be cancelled free of charge.
- b. Between 72 and 24 hours in advance we will send you an open confirmation: the cancelled reservation can be placed within a period of three months; there are no additional costs involved. If you do not agree with the open confirmation, we will charge 50% of the package price.
- c. For cancellations within 24 hours, we charge 50% of the package price / rent.

## **CANCELLATION OF OTHER SERVICES**

**6.13** For cancellation of all reservations not covered by articles 6.1 to 6.12 or the following percentages of the reservation value that must be paid by the customer to Heerlickheijd van Ermelo in the event of cancellation apply, unless expressly agreed otherwise in writing:

When a reservation has been made for a group, the following applies to the cancellation of that reservation:

- a. In the event of cancellation more than 12 months before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b. In the event of cancellation more than 9 months before the commencement date of the Service(s) reserved by the Customer, 10% of the Invoice Value is due;
- c. In the event of cancellation more than 6 months before the commencement date of the Service(s) reserved by the Customer, 15% of the Invoice Value is due;
- d. In the event of cancellation more than 3 months before the commencement date of the Service(s) reserved by the Customer, 20% of the Invoice Value is due;
- e. In the event of cancellation more than 2 months before the commencement date of the Service(s) reserved by the Customer, 25% of the Invoice Value is due;
- f. In the event of cancellation more than 1 month before the commencement date of the Service(s) reserved by the Customer, 35% of the Invoice Value is due;
- g. In the event of cancellation more than 14 days before the commencement date of the Service(s) reserved by the Customer, 60% of the Invoice Value is due;
- h. In the event of cancellation more than 7 days before the commencement date of the Service(s) reserved by the Customer, 85% of the Invoice Value is due;
- i. Cancellation 7 days or less before the commencement date of the Service(s) reserved by the Customer, the full Invoice Value is due.

**6.14** For cancellation of all reservations not covered by articles 6.1 to 6.13 or the following percentages of the reservation value that must be paid by the customer to Heerlickheijd van Ermelo in the event of cancellation apply, unless expressly agreed otherwise in writing: If a reservation has been made for an individual then the following applies to the cancellation of that reservation:

- a. In the event of cancellation more than 1 month before the commencement date of the Service(s) reserved by the Customer, no amount is due. Any prepaid costs will be refunded in full after deduction of administration costs, without prejudice to the provisions of Article 6.3;
- b. In the event of cancellation more than 14 days before the commencement date of the Service(s) reserved by the Customer, 15% of the Invoice Value is due;
- c. In the event of cancellation more than 7 days before the commencement date of the Service(s) reserved by the Customer, 35% of the Invoice Value is due;
- d. In the event of cancellation more than 3 days before the commencement date of the Service(s) reserved by the Customer, 60% of the Invoice Value is due;
- e. Cancellation more than 24 hours before the said time 85% 24 hours or less before the said time, the full Invoice Value is due.

## 7. CANCELLATION BY HOTEL DE HEERLICKHEIJD VAN ERMELO

7.1 Hotel de Heerlickheijd van Ermelo has the right to cancel an Agreement with due observance of the following, unless the Client has indicated in writing within 7 days of concluding the Agreement in question that Hotel de Heerlickheijd van Ermelo must waive its right to cancel the Agreement, provided that the Client has also unambiguously stated that he will waive his own right to cancel the Agreement.

7.2 If Hotel de Heerlickheijd van Ermelo cancels an Agreement to provide Catering Services, articles 6.9 to 6.11 inclusive will apply mutatis mutandis, depending on whether there are reservations relating to the Restaurant service, the Hotel Service or other services, in which respect it should be noted that instead of 'Customer' we refer to 'Hotel de Heerlickheijd van Ermelo'.

7.3 Hotel de Heerlickheijd van Ermelo is at all times entitled to cancel an Agreement relating to the provision of Catering Services without being obliged to refund the amounts referred to above, if there are sufficient indications that the meeting to be held at Hotel de Heerlickheijd in Ermelo pursuant to that Agreement is of such a different nature from what Hotel de Heerlickheijd van Ermelo would have expected on the basis of the Customer's announcement or on the basis of the capacity of the Customer and/or the Guests, that Hotel de Heerlickheijd van Ermelo would not have concluded the Agreement if it had been aware of the actual nature of the meeting.

7.4 If Hotel de Heerlickheijd van Ermelo makes use of the right described in article 7.3 after the start of the relevant meeting, the Customer is obliged to pay for the Catering Services provided up to that point, as well as any other agreed fees, but his obligation to pay for the rest lapses. The payment for Catering Services received is calculated, where applicable, in proportion to the duration of the Agreement.

7.5 Instead of exercising its right as referred to in Article 7.3, Hotel de Heerlijkheid van Ermelo is entitled to impose further requirements with regard to the course of the relevant meeting. If there are sufficient indications that these requirements will not be complied with, Hotel de Heerlijkheid van Ermelo will still be entitled to exercise the right referred to in Article 7.3.

7.6 If and to the extent that Hotel de Heerlijkheid van Ermelo also acts as a tour operator within the meaning of Title 7A of Book 7 of the Dutch Civil Code, the travel agreements within the meaning of the law will entitle Hotel de Heerlijkheid van Ermelo to amend the travel agreement on an essential point on account of important circumstances that have been communicated to the traveller(s) immediately. Hotel de Heerlijkheid van Ermelo is entitled to amend the travel agreement other than on an essential point due to important circumstances, which must be communicated to the traveller(s) without delay. Up to twenty-one (21) days before the start of the trip, Hotel de Heerlijkheid van Ermelo may increase the price of the trip in connection with increases in transport costs, including but not limited to fuel costs, the taxes due or the applicable exchange rates. If the traveller rejects a change as referred to above, Hotel de Heerlijkheid van Ermelo is entitled to terminate the travel agreement with immediate effect.

## 8. GENERAL RIGHTS AND OBLIGATIONS OF HOTEL DE HEERLIJKHEID VAN ERMELO

8.1 The rights and obligations referred to in this article 8 apply to all Services to be provided by Hotel de Heerlijkheid van Ermelo.

8.2 In the event that a special scheme as referred to in Articles 9, 10, 11 and 12 of these General Terms and Conditions deviates from a general provision in this Article 8, that special scheme shall apply.

8.3 Without prejudice to the following paragraphs of this article 8, Hotel de Heerlijkheid van Ermelo is obliged by virtue of the Agreement to provide the agreed Service(s) at the agreed times in the manner customary at Hotel de Heerlijkheid van Ermelo, without prejudice to the provisions set out below.

8.4 The obligation referred to in Article 8.3 does not apply:

- a. in the case of a No-Show;
- b. if the Customer fails to pay the deposit and/or interim payment referred to in Article 5 on time and in full;
- c. if the Customer in any other way fails to fulfil his obligations towards Hotel de Heerlijkheid van Ermelo on time and in full; and
- d. in the event of force majeure on the part of Hotel de Heerlijkheid van Ermelo as referred to in Article 17.

8.5 Hotel de Heerlijkheid van Ermelo is not obliged to receive and/or store any Goods from Customers and/or Guests. If Hotel de Heerlijkheid van Ermelo agrees to the receipt and/or storage of any Goods from Customers and/or Guests and charges the Customer and/or Guest any amount for the receipt and/or storage of these Goods, Hotel de Heerlijkheid van Ermelo must look after these Goods with due care, without prejudice to the provisions of Article 16 of these General Terms and Conditions.

8.6 Hotel de Heerlijkheid van Ermelo is entitled to require Customers and/or Guests to be satisfied with Service(s) other than those that should be provided in accordance with the Agreement, unless such a wish is clearly unfair and must be considered manifestly too onerous for the Customer and/or Guest. In the latter case, the Customer and/or Guest have the right to terminate with immediate effect the Agreement to which the aforementioned wish of

Hotel de Heerlijkheid van Ermelo relates, without prejudice to their obligations pursuant to other agreements with Hotel de Heerlijkheid van Ermelo. If Hotel de Heerlijkheid van Ermelo saves expenses by providing accommodation other than that which should have been provided in accordance with the Agreement, the Customer and/or Guest will be entitled to the amount of the savings. Otherwise, Hotel de Heerlijkheid van Ermelo will never be obliged to pay any compensation of any amount.

8.7 Hotel de Heerlijkheid van Ermelo has the right to terminate the provision of Services to Customers and/or Guests at any time with immediate effect if Customers and/or Guests repeatedly violate the house rules of Hotel de Heerlijkheid van Ermelo, or otherwise behave in such a way that order and tranquillity at Hotel de Heerlijkheid van Ermelo and/or the normal running of Hotel de Heerlijkheid van Ermelo may be disrupted as a result. Upon request, Customers and / or Guests must, upon full payment of the amounts due between Hotel de Heerlijkheid van Ermelo and a Customer, leave Hotel de Heerlijkheid van Ermelo upon first request. Hotel de Heerlijkheid van Ermelo may only exercise this authority if, in the reasonable opinion of Hotel de Heerlijkheid van Ermelo, the nature and seriousness of the violations committed by Customers and / or Guests give sufficient reason to do so. Disruptive behaviour, including verbal, non-verbal and inappropriate sexual harassment, whether desired and/or professional, or unwanted, is not permitted. Guests who do not comply should leave the Heerlijkheid immediately after full payment. In the event of violation of the ban on paid intimacies, as well as in the event of a reasonable suspicion thereof on the part of the management of Hotel de Heerlijkheid van Ermelo, the Guest and/or Customer who violates the ban will owe Hotel de Heerlijkheid van Ermelo, without any notice of default or any other formality being required, an immediately payable fine of EUR 500 (five hundred euros) to Hotel de Heerlijkheid van Ermelo, without the need for Hotel de Heerlijkheid van Ermelo to prove any loss or damage and without prejudice to the right of Hotel de Heerlijkheid van Ermelo to claim additional damages. In addition, the Guest and/or Customer who violates the ban on paid intimacies will be permanently denied access to Hotel de Heerlijkheid van Ermelo.

8.8 Hotel de Heerlijkheid van Ermelo will perform Agreements or Services to the best of its knowledge and ability and in accordance with the requirements of decent professionalism. If Customers and / or Guests are not satisfied with (a part of) the Service (s) provided, the relevant Customer and / or Guest must immediately (but within 5 working days) submit their complaint in writing to Hotel de Heerlijkheid van Ermelo by means of complaint forms available on request. The Customer and/or Guest must provide a clear description of the complaint (in any case stating the date, time, detailed description of the complaint, designation of any employees of Hotel de Heerlijkheid van Ermelo who may be involved) and allow Hotel de Heerlijkheid van Ermelo a period of time that is reasonable in view of the circumstances in order for the agreed Service(s) to be provided in a proper manner after all. If the complaint is not made known to Hotel de Heerlijkheid van Ermelo within the period set out in this article, any claim by the Customer and/or the Guest against Hotel de Heerlijkheid van Ermelo in this respect will lapse.

8.9 Unless otherwise agreed, Hotel de Heerlijkheid van Ermelo has the right to discontinue the provision of Services or to discontinue it at any time if the Customer and/or the Guest do not behave in accordance with the stand of Hotel de Heerlijkheid van Ermelo and the norms and values that apply at Hotel de Heerlijkheid van Ermelo. Hotel de Heerlijkheid van Ermelo may, among other things, impose requirements with regard to the appearance, behaviour and personal hygiene of Customers and/or Guests. Upon request, Customers and/or Guests must leave Hotel de Heerlijkheid van Ermelo at the first request.

## 9. GENERAL RIGHTS AND OBLIGATIONS OF THE HOTEL SERVICE

9.1 Hotel de Heerlijkheid van Ermelo is obliged to provide its customers and/or guests with accommodation of the usual quality at Hotel de Heerlijkheid van Ermelo during the agreed period. The accommodation will be available to the Customer and/or Guest from 2 p.m. on the day of arrival until 11 a.m. on the day of departure. A late check-out may be agreed upon upon request and against payment of an additional fee. The accommodation will then be available to the Customer and/or Guest until 14.00 hours on the day of departure.

9.2 Hotel de Heerlijkheid van Ermelo is obliged to be able to provide the Catering Services associated with the accommodation that are customary in its hotel and to be able to provide the facilities that are customary there.

9.3 Unless otherwise agreed, Hotel de Heerlijkheid van Ermelo is entitled to consider an Agreement or reservation in respect of accommodation as cancelled if the Customer or the Guest does not report to Hotel de Heerlijkheid no later than 6 p.m. on the agreed date of arrival, without prejudice to the provisions of Article 6 (Cancellations by the Customer).

## 10. RIGHTS AND OBLIGATIONS OF THE RESTAURANT SERVICE

10.1 The Restaurant service is obliged to make the agreed facilities available to Customers and/or Guests at the agreed time and to provide the agreed food and/or drink of a quantity, quality and in the manner customary in its restaurant.

10.2 If no food and/or drink has been agreed in advance, the Restaurant service shall, at the request of the Customer and/or Guest, provide the food and/or drink that it can provide at that moment, without prejudice to the other provisions of Article 10.1.

10.3 If a Guest does not arrive within half an hour after the agreed time, the Restaurant service may consider the reservation cancelled, without prejudice to the provisions of Article 7.

## 11. RIGHTS AND OBLIGATIONS IN RESPECT OF ROOM RENTAL

11.1 Hotel de Heerlijkheid van Ermelo is obliged to be able to provide the Customer and/or Guests with the Catering Services associated with the provision of (room) space(s).

11.2 Hotel de Heerlijkheid van Ermelo is entitled, after consultation with the competent local authority, to terminate the Agreement on the grounds of a well-founded fear of disturbance of public order, in the reasonable opinion of Hotel de Heerlijkheid van Ermelo. If Hotel de Heerlijkheid van Ermelo makes use of this right, Hotel de Heerlijkheid van Ermelo will not be obliged to pay any compensation.

## 12. RIGHTS AND OBLIGATIONS IN RESPECT OF WELLNESS AND HEALTH & BEAUTY SERVICES

12.1 In the case of Wellness Services and Health & Beauty Services, if the Guest arrives more than five (5) minutes late, Hotel de Heerlijkheid van Ermelo is entitled to shorten the lost time for the treatment of the Guest, while the Guest is still obliged to pay the full Invoice value of the agreed Wellness Services and/or Health & Beauty Services.

12.2 Hotel de Heerlijkheid van Ermelo is not obliged to accept or store any property from the Guest. For this purpose, clothing room and safety lockers for valuable items are available in the locker room and the wellness area, which are closed by means of a code. Each hotel room also has a hotel safe that can be used by means of a PIN code entered by the Guest. The Guest is responsible for the locker used and any associated keys.

## Section 2 PURCHASE AGREEMENTS

### 13. DELIVERY OF PRODUCTS AND TRANSPOSITIONS

13.1 The delivery periods stated by Hotel de Heerlickheijd van Ermelo are indicative and should never be regarded as strict deadlines. In the event of late delivery, Hotel de Heerlickheijd van Ermelo must be given written notice of default by the Customer within two working days at the latest. In that case, the Customer must allow Hotel de Heerlickheijd van Ermelo a reasonable period in which to comply with its obligations.

13.2 If the Products are not received by Customers and/or Guests, Hotel de Heerlickheijd van Ermelo is entitled to store the Products in question entirely at the expense and risk of the Customer.

13.3 The risk of damage to and/or loss of the Products will pass to the Customer at the time that the Customer takes delivery of the Products.

### 14. INSPECTION AND COMPLAINT PROCEDURES FOR PRODUCTS

14.1 The Customer is obliged to inspect the Products for any shortcomings and/or damage immediately after delivery. The Customer must notify Hotel de Heerlickheijd van Ermelo in writing of any shortcomings and/or damage within two working days of delivery, failing which Hotel de Heerlickheijd van Ermelo is entitled to refuse to deal with complaints in this respect.

14.2 In any case, the Customer can no longer assert any claims if the notification to Hotel de Heerlickheijd van Ermelo is made later than two working days after the time at which the Customer could reasonably have discovered any shortcomings and/or damage.

14.3 Products may only be returned to Hotel de Heerlickheijd van Ermelo with the prior written consent of Hotel de Heerlickheijd van Ermelo. In the event of return, the Products must be in their original condition and in their original packaging. The costs of returning the Products will be borne by the Customer.

14.4 If the complaint is deemed well-founded by Hotel de Heerlickheijd van Ermelo, Hotel de Heerlickheijd van Ermelo may, without being obliged to pay any further compensation, choose either to replace the relevant Products or to issue a credit note for the Products up to a maximum of the invoice value.

14.5 The presence of a shortcoming and/or damage as referred to in this Article does not entitle the Customer to suspend its payment obligations.

### 15. GUARANTEES ON PRODUCTS

15.1 Unless agreed otherwise in writing, Hotel de Heerlickheijd van Ermelo does not guarantee any properties other than those included in the descriptions and specifications it uses.

15.2 The guarantee does not apply or will lapse if:

- a. the differences in quality, dimensions, finish or colour are minor and customary in the trade or technically unavoidable;
- b. the Customer has not complied with the provisions of article 14 of these General Terms and Conditions;
- c. the Customer has not strictly observed the instructions and regulations of Hotel de Heerlickheijd van Ermelo regarding the manner in which the Products are stored and used;
- d. the Customer has not fulfilled all his obligations arising from the purchase agreement.

15.3 If Hotel de Heerlijkheid van Ermelo delivers Products to the Customer which Hotel de Heerlijkheid van Ermelo has obtained from its suppliers, Hotel de Heerlijkheid van Ermelo will never be obliged to provide a more extensive guarantee or liability towards the Customer other than the one to which Hotel de Heerlijkheid van Ermelo is entitled in respect of its suppliers.

15.4 All prices mentioned on the site [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl) / [www.heerlick.nl](http://www.heerlick.nl) are exclusive of shipping costs. The shipping costs are stated on this website.

15.5 Delivery of the Products shall take place at the address indicated by the Customer.

15.6 Hotel de Heerlijkheid van Ermelo will deliver the Products ordered by the Customer with all due speed, but at the latest within thirty days of the day on which the Customer placed his order.

15.7 If delivery of the Products ordered by the Customer is not possible because the Product is not available, the Customer will be informed of this by Hotel de Heerlijkheid van Ermelo as soon as possible. Within thirty days of this notification, Hotel de Heerlijkheid van Ermelo will reimburse the Customer for the amount paid by the Customer.

15.8 The Customer is entitled to dissolve Purchase Agreement within seven (7) working days after receipt of the Products without giving reasons. This period commences on the day following receipt of the Product by or on behalf of the Customer. During this period, the Customer must take care of the Product and its packaging with due care. The Customer may unpack or use the Product only to the extent necessary to assess whether it wishes to retain the Product. The Customer must notify Hotel de Heerlijkheid van Ermelo in writing that he wishes to terminate the Purchase Agreement and must return the Products in their original condition and packaging to Hotel de Heerlijkheid van Ermelo in accordance with the instructions given by Hotel de Heerlijkheid van Ermelo. The costs of returning the goods shall be borne by the Customer. Within thirty days of returning the Products, Hotel de Heerlijkheid van Ermelo will reimburse the Customer for the amount paid by the Customer.

## 16. LIABILITY AND LIMITATION OF LIABILITY

16.1 Without prejudice to the provisions of Article 8.5, Hotel de Heerlijkheid van Ermelo is not liable for damage to or loss of Goods brought into the hotel by a Guest who has taken up residence there. The Corporate Customer indemnifies Hotel de Heerlijkheid van Ermelo against claims from Guests in this respect. This provision does not apply if the damage or loss is due to intent or gross negligence on the part of Hotel de Heerlijkheid van Ermelo.

16.2 Without prejudice to the provisions of Articles 16.6 and 16.7, Hotel de Heerlijkheid van Ermelo will never be liable for any damage whatsoever suffered by the Customers, the Guests and/or third parties, unless such damage is the direct result of an intentional act or omission or gross negligence on the part of Hotel de Heerlijkheid van Ermelo. This exclusion of liability also applies in particular to damage resulting from the consumption of food prepared or served by Hotel de Heerlijkheid van Ermelo and to damage resulting from the use of (room/hotel/wellness, etc.) rooms and automation problems. If mandatory law only allows a less extensive limitation of liability, this less extensive limitation will apply.

16.3 Under no circumstances is Hotel de Heerlijkheid van Ermelo obliged to pay a higher amount of compensation to the Customers and/or Guests than this:

- a. the Invoice Value; or, if greater.
- b. the amount paid by the insurer of Hotel de Heerlijkheid van Ermelo to Hotel de Heerlijkheid van Ermelo in respect of the damage, or;
- c. the compensation obtained for the damage from a third party other than the insurer.



16.4 Hotel de Heerlijkheid van Ermelo is never liable for damage to vehicles of Customers and/or Guests, except if and to the extent that the damage is the direct result of an intentional act or omission or gross negligence on the part of Hotel de Heerlijkheid van Ermelo.

16.5 Hotel de Heerlijkheid van Ermelo is never liable for the loss of or direct or indirect damage to anyone or anything, caused as a direct or indirect result of any defect or any capacity or circumstance to, in or on any movable or immovable property of which \ Hotel de Heerlijkheid van Ermelo is the holder, leaseholder, tenant, owner or otherwise at the disposal of Hotel de Heerlijkheid van Ermelo, except if and to the extent that the damage is the direct consequence of intentional acts or omissions or gross negligence on the part of Hotel de Heerlijkheid van Ermelo.

16.6 If damage occurs to Goods entrusted to the Hotel by Guests, for which a fee as referred to in Article 8.5 is charged, Hotel de Heerlijkheid van Ermelo is obliged to compensate the damage to these Goods as a result of damage or loss. Compensation will never be due in respect of other Goods present in the delivered Goods.

16.7 If Hotel de Heerlijkheid accepts and/or stores Ermelo Goods from Customers and/or Guests or if Goods are deposited, stored and/or left behind in any way, anywhere and by anyone, without Hotel de Heerlijkheid van Ermelo stipulating any compensation, Hotel de Heerlijkheid van Ermelo will never be liable for damage to or in connection with those Goods in any way whatsoever, except if and to the extent that the damage is the direct result of an intentional act or omission or gross negligence on the part of Hotel de Heerlijkheid van Ermelo.

16.8 The Corporate Customer fully indemnifies Hotel de Heerlijkheid van Ermelo in respect of any claim, however named, that the Guest and/or any third party may have against Hotel de Heerlijkheid van Ermelo, if and to the extent that this claim can, in the broadest sense of the word, be related to any Service(s) provided or to be provided by Hotel de Heerlijkheid van Ermelo pursuant to any Agreement with the Customer or to the accommodation in which such Service(s) was/are to be provided. This indemnification obligation also applies if the Agreement with the Corporate Customer is terminated, cancelled or dissolved in whole or in part for whatever reason.

16.9 Customers are liable vis-à-vis Hotel de Heerlijkheid van Ermelo for all direct and indirect damage that is and will arise for Hotel de Heerlijkheid van Ermelo and / or any third party involved by or on behalf of Hotel de Heerlijkheid van Ermelo in indirect consequence of attributable shortcoming (breach of contract) and / or unlawful act towards Hotel de Heerlijkheid van Ermelo, which includes violation of the house rules, committed by the Customer and / or the Guest and / or those who accompany him, as well as for all damage that is caused by any animal and / or any substance and / or any item of which they are holders or which are under their supervision.

## 17. FORCE MAJEURE

17.1 Force majeure for Hotel de Heerlijkheid van Ermelo, which means that any shortcoming caused by this cannot be attributed to the Hotel de Heerlijkheid of Ermelo, will be any foreseen or unforeseen, foreseeable or unforeseeable circumstance that impedes the performance of the Agreement by the Hotel de Heerlijkheid of Ermelo to such an extent that the performance of the Agreement becomes impossible or difficult, at the discretion of the Hotel de Heerlijkheid of Ermelo.

17.2 The circumstances referred to in Article 17.1 also include such circumstances with regard to persons and/or services and/or institutions that Hotel de Heerlijkheid wishes to use from Ermelo in the performance of the Agreement, as well as everything that applies to the aforementioned parties as force majeure or as a suspensive or resolutive condition, as well as non-performance by the aforementioned parties.

17.3 If one of the parties to an Agreement is unable to fulfil any obligation under that Agreement as a result of force majeure as referred to in this article, he is obliged to inform the other party of this as soon as possible, which does not affect the applicability of the provisions of article 7.

## 18. FOUND GOODS

18.1 In the building and appurtenances of Hotel de Heerlijkheid van Ermelo, lost or left behind Goods found by a Customer and/or Guest must be returned by the Customer and/or Guest to Hotel de Heerlijkheid van Ermelo with all due speed.

18.2 Hotel de Heerlijkheid van Ermelo acquires ownership of Goods of which the entitled party has not reported to Hotel de Heerlijkheid van Ermelo within sixty (60) days of the handing in of the Goods.

18.3 If Hotel de Heerlijkheid van Ermelo sends Goods left by the Customer and / or Guest to the Customer and/or Guest, this will be entirely at the expense and risk of the Customer and / or Guest. Hotel de Heerlijkheid van Ermelo is never obliged to send left behind goods.

## 19. INTELLECTUAL AND INDUSTRIAL PROPERTY

19.1 All intellectual and industrial property rights and copyrights remain with Hotel de Heerlijkheid van Ermelo.

## 20. PRIVACY POLICY

20.1 Hotel de Heerlijkheid van Ermelo collects Personal Information from Guests in the context of bookings/reservations, the conclusion of Agreements and the performance of the Services. Hotel de Heerlijkheid van Ermelo does not knowingly collect information about racial or ethnic origin, political, religious or philosophical beliefs, trade union membership, health data or sexual orientation. Hotel de Heerlijkheid van Ermelo collects and processes Personal Information only for the purposes disclosed to Customers and/or Guests in this privacy policy. Hotel de Heerlijkheid van Ermelo is registered with the competent authorities as the body that collects and processes Personal Information.

20.2 Hotel de Heerlijkheid van Ermelo may use Personal Information to process bookings/reservations for the intended use of the Services, to record and maintain business information in order to meet financial requirements or to comply with applicable laws and regulations (including the retention of business or financial records relating to an Agreement for tax purposes), back office processing (such as keeping a list of unwanted guests, follow-up in case of non-payment, violation of house rules), keeping track of use of facilities (telephone, bar, internet, pay TV), access to rooms, and more general optimisation of services, including improving website navigation and implementing measures to prevent fraud, and general marketing purposes.

20.3 General marketing purposes include sending newsletters, offers and tourist marketing material, or contacting us about reception, services, hotel offers, conducting customer satisfaction surveys and evaluating the results of such surveys and dealing with complaints. Customers may choose to unsubscribe from Hotel de Heerlijkheid van Ermelo e-mail newsletters by clicking on the link in one of the e-mail newsletters. Where required by applicable laws and regulations, Customers and/or Guests will be asked to give their express prior consent to receive marketing materials.

20.4 Hotel de Heerlijkheid van Ermelo only collects Personal Information that is necessary for the processing of data as stated in these Terms and Conditions. Hotel de Heerlijkheid van Ermelo will take all reasonable steps to ensure that stored Personal Information is accurate and up to date. Personal Information will be retained for such period as is necessary or desired for the processing of Personal Information in accordance with these Terms and Conditions and legal requirements.

20.5 Customers and/or Guests may at any time request Hotel de Heerlijkheid van Ermelo to view, modify, correct or delete their Personal Information. Customers and/or Guests may object to the use of Personal Information for marketing purposes by giving written notice to that effect to the correspondence address of Hotel de Heerlijkheid van Ermelo published from time to time on the [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl) website. Explanation of the privacy policy as laid down in these General Terms and Conditions will be provided at the first written request of the Customer and/or the Guest.

20.6 Hotel de Heerlijkheid van Ermelo takes reasonable technical and organizational measures to protect Personal Information against accidental or unlawful alteration or loss, or unauthorized use, disclosure or access. To this end, Hotel de Heerlijkheid van Ermelo has implemented technical measures such as firewalls and organisational measures including a registration system with password recommendation, on-site physical security and camera surveillance. If credit card details have to be entered in the course of a reservation, Hotel de

Heerlijkheid van Ermelo uses SSL (Secure Socket Layer) technology to encrypt such Personal Information.

20.7 Hotel de Heerlijkheid van Ermelo is entitled to share Personal Information with third parties for the purposes described in these General Terms and Conditions. Hotel de Heerlijkheid van Ermelo may transfer Personal Information from Customers and/or Guests to internal or external recipients who may be located in countries where the level of data protection is different, for the purposes set out in these Terms and Conditions. Where applicable, Hotel de Heerlijkheid van Ermelo will implement appropriate measures, including contractual provisions, to ensure the secure transfer of Personal Information to third party recipients in a country where the level of protection is different from that in the country where the Personal Information was collected.

20.8 The privacy policy set forth in this Article 20 applies to any data processing carried out by Hotel de Heerlijkheid van Ermelo when making bookings/reservations in relation to intended purchases of Services via the website [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl)

20.9 Hotel de Heerlijkheid van Ermelo in general does not collect Personal Information from children under the age of 18, except for the name, date of birth and nationality as provided directly by an adult, or with an adult's permission, on their behalf. Customers and/or Guests should ensure that children do not provide Personal Information to Hotel de Heerlijkheid van Ermelo without permission; for example, online. If Customers and/or Guests are of the opinion that their minor Personal Information has been provided to Hotel de Heerlijkheid van Ermelo other than in the manner described above, the Customer and/or Guest is entitled to contact Hotel de Heerlijkheid van Ermelo so that the relevant Personal Information can be deleted.

20.10 Subject to applicable laws and regulations, data other than the Personal Data listed above may also be considered sensitive data: credit card number, entertainment habits, personal activities and hobbies, cultural habits, smoker/non-smoker status, etc. Hotel de Heerlijkheid van Ermelo may need to collect such sensitive data for the purposes of optimising the provision of Services, or to provide certain services to Customers and/or Guests, such as a particular diet or certain disabled access facilities. In such cases, if required by applicable laws and regulations, Hotel de Heerlijkheid van Ermelo will seek the express consent of Customers and/or Guests to collect and process such sensitive data.

20.11 Personal Information may be collected in the following situations, among others: placing bookings/reservations, whether or not online, checking in and out, use of facilities during the stay at Hotel de Heerlijkheid van Ermelo, in correspondence in connection with the settlement of requests, claims and/or disputes, participation in marketing programmes, customer satisfaction surveys, contests, registration for newsletters or the provision of electronic or digital information (by e-mail), the provision of Personal Information by intermediaries (tour operators, travel agencies, reservation systems) and internet activities, including connection to the Hotel website.

20.12 Subject to the rights of Customers and/or Guests under the privacy policy of Hotel de Heerlijkheid van Ermelo as set out in these General Terms and Conditions, Hotel de Heerlijkheid van Ermelo is entitled to share Personal Information with internal or external recipients, including employees and business partners of Hotel de Heerlijkheid van Ermelo

as well as external service providers such as IT subcontractors, banks, credit card companies, external advisors, mailing service providers, printing companies and local authorities and/or agencies where required by local law or as part of an internal investigation at Hotel de Heerlijkheid van Ermelo in accordance with local regulations.

## 21. FINAL PROVISIONS

21.1 Hotel de Heerlijkheid van Ermelo is authorised to make changes to these General Terms and Conditions at any time. Amendments will take effect on the date of entry into force announced via the website [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl). Hotel de Heerlijkheid van Ermelo will make the amended General Terms and Conditions available to Customers and/or Guests in good time. If no date of entry into force has been announced, changes in respect of Customers and/or Guests will take effect as soon as they have been notified of the change.

21.2 The invalidity of one or more of the stipulations in these General Terms and Conditions does not affect the validity of any other stipulations. If a clause in these General Terms and Conditions is found to be invalid for any reason, the parties will be deemed to have agreed on a valid replacement clause that approximates as closely as possible to the meaning and scope of the invalid clause.

21.3 A failure of one of the parties to an Agreement to exercise a right under an Agreement or the postponement thereof shall not constitute a waiver of such a right. A single or partial exercise of a right under any Agreement by either party shall not preclude any other or further exercise of that right or of any other rights.

21.4 These General Terms and Conditions do not contain any third party clauses. However, in the event that these General Terms and Conditions should be deemed to contain third party clauses, while such a clause is accepted by a third party, such third party cannot and will not become a party to an Agreement.

21.5 Notices to Hotel de Heerlijkheid van Ermelo under a Contract and/or the provision of Services must be made in writing to the correspondence address published by Hotel de Heerlijkheid van Ermelo from time to time on the website [www.heerlijkheidvanermelo.nl](http://www.heerlijkheidvanermelo.nl). Notifications to Customers and/or Guests must be made in writing to the correspondence address provided by the Customer and/or Guest in connection with entering into the most recent Agreement.

## 22. APPLICABLE LAW AND DISPUTES

22.1 These General Terms and Conditions are governed by Dutch law.

22.2 In the event of disputes between Hotel de Heerlijkheid van Ermelo and a Corporate Customer, the competent court in Arnhem will have exclusive jurisdiction, unless another court is competent pursuant to a mandatory statutory provision and without prejudice to the authority of Hotel de Heerlijkheid van Ermelo to have the dispute settled by the court that would have jurisdiction in the absence of such provision.

22.3 Customers' claims become time-barred one (1) year after the moment a Customer has become aware of his claim, or should reasonably have been aware of it. -