

General Terms and Conditions of Hotel de Baak Seaside (version June 2023)

These General Terms and Conditions apply to any quotation, offer and/or Agreement (however named) between Hotel de Baak Seaside and a Customer. An Agreement is established at the moment of signing a written Agreement by both parties and confirmation thereof by Hotel de Baak Seaside. If the Agreement is concluded via the website of Hotel de Baak Seaside, a legally valid Agreement is only concluded when Hotel de Baak Seaside has confirmed its conclusion to the Customer in writing (which in these General Terms and Conditions must also be understood to mean "digitally").

1. Definitions

Cancellation

The notification given by the Customer to Hotel de Baak Seaside that all or part of one or more agreed services will not be used.

Hotel de Baak Seaside

A trade name of the private company with limited liability 'De Baak B.V.'.

Service

The provision by Hotel de Baak Seaside of accommodation and/or food and/or drink and/or the provision of (meeting) space, along with all related activities and services, and all in the broadest sense of the word.

Guest

The natural person belonging to a group of the Customer.

Customer

Any party with whom Hotel de Baak Seaside enters into an Agreement.

No-show

The non-use, without Cancellation, by the Customer and/or Guest of a Service to be provided under an Agreement.

Agreement

The (written) agreement (however named) between Hotel de Baak Seaside and the Customer.

Force Majeure

Any circumstance beyond the Parties' control, as a result of which fulfilment of the Agreement is wholly or partially prevented, either permanently or temporarily. This includes: measures taken by the government (e.g. in connection with pandemics) or on account of a competent regulator, serious disturbances in the business of de Baak Seaside such as strike, fire and/or smoke, power failure and excessive absenteeism (e.g. in connection with pandemics), as well as the impossibility of fulfilling the Agreement due to shortcomings of suppliers of Hotel de Baak Seaside, or persons or matters engaged by de Baak Seaside for the fulfilment of the Agreement.

Reservation Value

The agreed total turnover value of the reservation including accommodation tax (if applicable) and VAT.

2. General rights and obligations

The Customer and/or Guest is obliged to comply with the House and Conduct Rules of Hotel de Baak Seaside and to follow the reasonable instructions of (the staff of) Hotel de Baak Seaside. Reasonable instructions may be given verbally. The House and Conduct Rules will be sent by de Baak Seaside upon request and can also be consulted at the accommodation.

Hotel de Baak Seaside is entitled to terminate the Agreement at any time without notice if the Customer and/or Guest violates the House and Conduct Rules, or otherwise behaves in such a way as to disrupt the order and tranquillity of the premises of de Baak Seaside and/or its normal operation. The Customer and/or Guest must then leave the accommodation upon first request. If the Customer does not otherwise fully comply with all his obligations towards Hotel de Baak Seaside under the Agreement, Hotel de Baak Seaside will be entitled to suspend the services. Hotel de Baak Seaside will only exercise these powers if the nature and seriousness of the infringements committed by the Customer and/or Guest give sufficient cause to do so in Hotel de Baak Seaside's reasonable opinion.

The Customer and/or Guest is obliged to cooperate with reasonable requests made by Hotel de Baak Seaside within the framework of its legal duties regarding, inter alia, safety, identification, food safety/hygiene and limitation of nuisance.

3. Optional reservation

Optional reservations are granted with a predetermined expiry date. If another potential customer comes forward in the interim, we will contact the Customer. We then ask the Customer to decide within 24 hours whether the option can be converted into a final reservation or irrevocably lapses.

4. Deposit

In the case of a final reservation, Hotel de Baak Seaside may request a deposit and/or credit card guarantee. If Hotel de Baak Seaside does not receive the deposit and/or credit card guarantee on time, it reserves the right not to honour the reservation and/or refuse the Customer and/or Guest access to the accommodation.

5. Final reservation

The accommodation is definitively reserved for the Customer when de Baak Seaside receives back a signed copy of the reservation confirmation and has acknowledged receipt to the Customer.

6. Number of guests

For booking purposes, Hotel de Baak Seaside assumes the number of Guests notified in accordance with the Agreement. If the Customer expects additional Guests, the Customer must inform Hotel de Baak Seaside as soon as possible.

Subject to the condition below, the number of Guests can be reduced once:

Up to 14 days before arrival, a maximum of 10% of the number of Guests notified in accordance with the Agreement may be reduced free of charge. If the reduction exceeds 10%, Hotel de Baak Seaside will apply the cancellation conditions set out in Article 7.

7. Cancellations

a. Cancellations for groups of up to 49 Guests

Where an Agreement has been entered into for a group of up to and including 49 Guests, the following will apply in the event of Cancellation of this booking:

In the event of full or partial cancellation	Cancellation fee calculated on the Reservation Value
More than 6 months before the agreed arrival date	No cancellation fee
Between 6 months and 3 months before the agreed arrival date	10% cancellation fee
Between 3 months and 2 months before the agreed arrival date	15% cancellation fee
Between 2 months and 1 month before the agreed arrival date	35% cancellation fee
Between 1 month and 14 days before the agreed arrival date	60% cancellation fee
Between 14 days to 7 days before the agreed arrival date	85% cancellation fee
Less than 7 days before the agreed arrival date	100% cancellation fee

b. Cancellations for groups of 50 Guests or more

In the case of Cancellation of all or part of the reservation for groups of 50 Guests or more, the following cancellation conditions apply:

In the event of full or partial cancellation	Cancellation fee calculated on the Reservation Value
More than 6 months before the agreed arrival date	No cancellation fee
Between 6 months and 4 months before the agreed arrival date	50% cancellation fee
Between 4 months and 2 months before the agreed arrival date	75% cancellation fee
Less than 2 months before the agreed arrival date	100% cancellation fee

8. Changing the date

Changing the arrival date is also considered a Cancellation; Article 7 applies in this context.

9. No-show and/or early departure

The Customer guarantees the arrival of the final number of Guests. In case of No-show and/or early departure of the Guest(s), Hotel de Baak Seaside will charge the entire stay.

10. Payment

In the case of an invoice on account, the charges, including those relating to No-show and/or Cancellation, must be paid within 14 days. We do not send invoices abroad.

11. Liability

Hotel de Baak Seaside's liability in all cases is limited to compensation for direct loss (liability for indirect loss - including consequential loss, loss due to delay, loss of profit and/or lost turnover - is therefore excluded). Hotel de Baak Seaside is not liable for damage or loss of goods, brought to the accommodation by the Customer and/or Guest. The Customer indemnifies Hotel de Baak Seaside against claims by Guests. This does not apply insofar as the damage or loss is due to intent or gross negligence on the part of Hotel de Baak Seaside.

The Customer and the Guest and those accompanying him are all jointly and severally liable for all damage that has occurred and/or will occur to Hotel de Baak Seaside and/or any third party as a direct or indirect result of an attributable failure and/or unlawful act, which includes a breach of the House and Conduct Rules, committed by the Customer and/or the Guest and/or those accompanying him, as well as for all damage caused by any animal and/or property in their possession or under their supervision.

Any claims by the Customer expire after one year from the moment they arose.

12. Allocation of rooms

Hotel de Baak Seaside will reserve a suitable room and communicate the name of this room in the week prior to the arrival date. Hotel de Baak Seaside reserves the right to allocate rooms based on number of Guests, capacity, set-up and specific requirements. Any last-minute changes to the set-up of the room may incur additional costs.

13. Force majeure

Neither Party will be liable if there is a failure due to Force Majeure. In the case of Force Majeure, the Parties will be entitled to suspend their obligations under the Agreement, whereby the Party in Force Majeure will immediately notify the other Party of the Force Majeure situation. In the event that the Force Majeure situation lasts longer than 3 (three) months, each of the Parties will be entitled to unilaterally terminate the agreement, in whole or in part, by means of a written communication to the other Party, without the Parties being obliged to pay any compensation to each other.

14. Parking facilities

Paid parking applies in the car park behind Hotel de Baak Seaside, in the dunes and on the promenade all year round. Parking spaces cannot be reserved and parking is at your own risk.

15. Hospitality agreements

According to the Licensing and Catering Act, only the venue licence holder is responsible for providing food and serving drinks in and on the entire premises. Customers and/or Guests are thus not allowed to provide catering facilities/products, have them provided or delivered. Hotel de Baak Seaside will send back all external catering that has not been notified (and agreed to) in writing to Hotel de Baak Seaside in advance.

16. External suppliers

The Customer requires the prior written consent from Hotel de Baak Seaside for the use of external suppliers; fees may be charged for this.

17. Personal data

Hotel de Baak Seaside processes personal data provided by the Customer in accordance with the GDPR, as also further elaborated in Hotel de Baak Seaside's Privacy Policy. The Customer guarantees that the data subjects whose personal data is provided have been informed about the processing of their data by Hotel de Baak Seaside.

18. Final provisions

These General Terms and Conditions and the Agreement are exclusively governed by Dutch law. All disputes related to or arising from these General Terms and Conditions and the Agreement will be submitted exclusively to the competent court of the District Court of The Hague.

Hotel de Baak Seaside will be entitled to unilaterally amend these General Terms and Conditions. In that case, Hotel de Baak Seaside will inform the Customer of the changes in a timely fashion. There will be at least one month between this notification and the entry into force of the amended terms and conditions.