



## **TERMS AND CONDITIONS**

Chamber of Commerce (KvK) Number 83254277, Marieke Schriks  
Regarding BED & BREAKFAST KERKSTRAATJE3

These general terms and conditions apply to all bookings (and stays) made with Kerkstraatje3, regardless of the sales channel used, and to guests who have reserved a room. These general terms and conditions come into effect upon entering the booking agreement.

### **ARTICLE 1 - DEFINITIONS**

Entrepreneur: the owner of the Bed & Breakfast providing the rooms;

Guest: the individual entering into the agreement with the entrepreneur regarding the stay at B&B Kerkstraatje3;

Booking Agreement: the agreement between the guest and the entrepreneur concerning the stay at B&B Kerkstraatje3;

Room: the room in B&B Kerkstraatje3 reserved by the guest;

Co-Guest: any person(s) indicated on the booking agreement or any other person, not being the guest and/or co-guest(s);

Agreed Price: the fee paid for the use of the room in B&B Kerkstraatje3;

Information: written/electronic details about the use of the accommodation B&B Kerkstraatje3, the facilities, and the rules regarding the stay;

Cancellation: the written termination by the guest of the agreement, at least 14 days before the start date of the stay.

### **ARTICLE 2 - CONTENT OF THE AGREEMENT**

1. The entrepreneur provides, for recreational purposes, not for permanent residence, a room of the agreed type, for the agreed period and the agreed price.

2. The entrepreneur is obligated to provide the written information based on which this agreement is also concluded to the guest in advance. The entrepreneur promptly informs the guest of any changes to this information.

3. If the information significantly deviates from the information provided at the conclusion of the agreement, the guest has the right to cancel the agreement without cost.

4. The guest is obliged to adhere to the agreement and the accompanying information. The guest ensures that co-guest(s) and/or third party(ies) visiting and/or staying with them comply with the agreement and the accompanying information.

5. The above does not preclude the possibility for the guest and the entrepreneur to make individual additional agreements deviating in favor of the guest from these conditions. These individual and additional agreements are made in writing.

### **ARTICLE 3 - RESERVATION**

1. The rental agreement directly with Bed & Breakfast Kerkstraatje3 can be made orally, by phone, WhatsApp, in writing, or by email.

2. A reservation at Kerkstraatje3 is only definitive after written confirmation by Kerkstraatje3. Kerkstraatje3 sends the customer an email message confirming receipt with an overview and confirmation of the booking.

3. The reservation confirmations refer to these General Terms and Conditions.

4. Guests who have reserved a room must have a fixed residence or place of residence.

5. Marieke Schriks is the entrepreneur and owner of Bed & Breakfast Kerkstraatje3, further referred to as the owner. The owner may appoint a substitute.



#### **ARTICLE 4 - PRICE AND PRICE ADJUSTMENT**

1. The price is agreed based on the rates in force at that time, set by the entrepreneur.
2. Prices are flexible and variable, depending on various criteria such as the booking date, the start date of the stay, the duration of the stay, and the chosen additional options (breakfast, parking, etc.). Additional options, such as breakfast, late check-out, etc., may incur additional charges.
3. If, after the agreed price has been determined, additional costs arise for the entrepreneur due to an increase in charges on the part of the entrepreneur, as a result of a change in charges and/or levies directly related to the holiday accommodation or the guest, these may be passed on to the guest, even after the conclusion of the agreement.
4. The prices listed include 9% VAT, rental of the accommodation, bed linen, and bath towels, costs of water, electricity, and heating but exclude tourist tax. This is separately charged per person per night.
5. No cleaning fees will be charged unless the accommodation is left heavily soiled.

#### **ARTICLE 5 - PAYMENT**

1. The guest receives an invoice after the reservation. If canceled before the cancellation period expires, the invoice will be credited.
2. The guest must make payments in euros unless otherwise agreed, adhering to the agreed terms.
3. A deposit may be requested for a stay at Kerkstraatje3 depending on the booking date. If the date of the definitive booking is more than 14 days before the check-in date, a deposit of €100.00 applies. If the booking takes place within 14 days before the check-in date, payment for the entire stay must be made.
4. The cost of the overnight stay and any other costs can be paid at the location upon request during check-in. This can be done in cash, by bank transfer, with a debit card, or credit card.
5. If the entrepreneur does not have the total amount due on the day of arrival, they are entitled to deny the guest access to the holiday accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price. The guest is responsible for any extrajudicial costs reasonably incurred by the entrepreneur after a notice of default. If the total amount is not paid on time, the legally established interest rate on the outstanding amount will be charged after written demand.

#### **ARTICLE 6 - CANCELLATION**

Up to 14 days before arrival, it is possible to cancel or modify the booking/reservation free of charge. After this period, 100% of the total amount for the total number of booked nights will be charged. Any paid invoices or deposits will be credited. A reserved breakfast can be canceled up to 3 days before arrival. After that, it is no longer possible to cancel breakfast.

#### **ARTICLE 7 - ARRIVAL AND DEPARTURE**

1. Check-in is possible from 3:00 PM to 11:00 PM. Arrivals after 8:00 PM must be communicated to Kerkstraatje3 in advance (at least 1 working day in advance). This can be done by phone: +31 6 54 39 67 37 or by email: info@kerkstraatje3.com.
2. A late check-out until 1:00 PM costs €25.00 and can be booked by arrangement. If no late checkout is agreed upon and the guest stays longer, an extra night will be charged.
3. Guests are responsible for properly closing the front door and room door of the B&B. Failure to comply with these rules may allow the entrepreneur to recover any costs resulting from theft or damage from the guest. The guest is responsible for the theft of their



personal belongings from the rented room as well as for the belongings of the entrepreneur throughout the house.

4. Guests receive a code from the B&B. This code works from the check-in time on the date of arrival (3:00 PM) and expires after the latest check-out time of 11:00 AM on the departure date. A key can be provided upon request. This must be returned personally upon departure. A deposit of €25.00 is required for the key. If the key is lost, the guest will be charged €25, which will be deducted from the deposit.

5. Any overpayment of the deposit will be refunded by the owner within 14 days after departure by bank transfer, provided that the key has been returned.

### **ARTICLE 8 - HOUSE RULES**

1. The guest and co-guest(s) are obliged to comply with the house rules. These are provided by the entrepreneur upon arrival and are also available on the website.

2. Smoking is not allowed in the entire building.

3. Pets are not allowed.

4. It is forbidden to bring flammable, explosive, or otherwise hazardous substances into the B&B.

5. It is not allowed to prepare or consume meals in the room.

6. Any damage or loss of items present in the B&B will be charged to the guest and co-guest(s).

7. The guest is liable for any damage to the building or inventory of the B&B caused by them or by third parties staying with them. Damage must be reported immediately to the entrepreneur.

8. It is not allowed to accommodate more people in the room than agreed upon in the booking agreement. If more people are present, the entrepreneur is entitled to deny access to the B&B, or extra costs will be charged.

9. The guest and co-guest(s) must adhere to the statutory quiet times between 10:00 PM and 7:00 AM. Noisy behavior is not permitted.

10. The entrepreneur has the right to refuse a guest or co-guest(s) access to the B&B or to terminate the agreement if, in the entrepreneur's opinion, the guest or co-guest(s) behaves inappropriately or disruptively. The entrepreneur is not obliged to refund the guest or co-guest(s) the (remaining) amount already paid for the stay.

### **ARTICLE 9 - LIABILITY**

1. The entrepreneur is not liable for damage, loss, or theft of items belonging to the guest or co-guest(s) from the B&B.

2. The entrepreneur is not liable for any personal or bodily injury sustained by the guest or co-guest(s) during their stay at the B&B.

3. The guest indemnifies the entrepreneur against claims from third parties for damage caused by the guest or co-guest(s) during their stay at the B&B.

4. The entrepreneur is not liable for any shortcomings in the fulfillment of the agreement that are attributable to the guest or co-guest(s), or to a third party not involved in the provision of services.

5. The entrepreneur is not liable for circumstances beyond their control (force majeure) that prevent the fulfillment of the agreement.

### **ARTICLE 10 - COMPLAINTS**

1. Complaints about the accommodation must be reported to the entrepreneur as soon as possible. The guest must give the entrepreneur the opportunity to resolve the complaint. If



the guest fails to report the complaint during their stay, no rights can be derived from this afterward.

2. If the complaint is not satisfactorily resolved, the guest must submit the complaint in writing to the entrepreneur within 14 days after the end of the stay.

#### **ARTICLE 11 - APPLICABLE LAW AND DISPUTES**

1. Dutch law applies to the agreement.

2. Disputes between the guest and the entrepreneur will be submitted to the competent court in the Netherlands, unless the entrepreneur prefers to submit the dispute to the competent court in the district where the guest resides.

3. If any provision in these general terms and conditions proves to be invalid, this will not affect the validity of the entire general terms and conditions. The parties will then adopt a new provision that approaches the intention of the original provision as closely as possible.

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Note: The terms and conditions presented here are based on the information provided and are a general interpretation. Legal advice should be sought to ensure accuracy and compliance with local laws and regulations.

17th of November 2023