

## Terms and Conditions of BASIC TRAVEL

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### Article 1 Definitions

In these terms and conditions, the following definitions apply:

*Basic Travel*: Basic Travel, Cypresbaan 17, 2908 LT Capelle aan den IJssel.

*(Main) Tenant*: A natural or legal person who rents or intends to rent an accommodation from the offerings of Basic Travel.

*Co-tenant*: A person staying in the accommodation with the (Main) Tenant.

*Third parties*: Any other natural or legal person who is not Basic Travel, the Tenant, or Co-tenant.

*Owner/Lessor*: The rightful owner of an accommodation (or their representative or substitute) who has offered the accommodation for rent to Basic Travel.

*Manager*: The person (or their representative or substitute) appointed by the Owner to manage the accommodation.

*Offer*: A proposal as defined in the Dutch Civil Code.

*Reservation*: A booking request made in writing, by phone, or electronically by the Tenant for one or more accommodations for a specified period.

*Booking*: A reservation of an accommodation accepted by Basic Travel.

*Cancellation*: The revocation, termination, or dissolution of a booking.

*Dissolution*: The legal annulment of the rental agreement due to non-compliance with obligations.

*Accommodation*: A property, possibly including surrounding grounds, a swimming pool, or other facilities, offered for rent by Basic Travel as a vacation accommodation.

*Stay*: The actual use of an accommodation during the agreed rental period.

*Essential*: A point that is crucial for the Tenant when deciding to book, which was communicated to Basic Travel beforehand.

*Written*: Also includes communication via email.

## Article 2 Applicability of the Terms and Conditions

These terms and conditions apply to bookings, as well as all offers and quotes from, agreements with, and services provided by Basic Travel, unless expressly and in writing otherwise agreed by the parties.

## Article 3 Offers, rental prices, and rates

- 3.1. Offers from Basic Travel are non-binding and subject to interim changes.
- 3.2. All published rental prices include VAT and are listed in euros unless otherwise specified.
- 3.3. Basic Travel is not bound by obvious clerical errors or mistakes on the website or clearly incorrect statements made by its employees.
- 3.4. Basic Travel cannot be held liable for potential errors in the displayed availability of accommodations on its website.
- 3.5. Basic Travel reserves the right to refuse a booking based on the composition, age, and size of the group of Tenants and Co-tenants, as well as any pets.
- 3.6. Where no costs are mentioned for the use of facilities or services on the website, costs may still be charged on-site. Price changes for specified costs may also occur. Basic Travel is not liable for this.

## Article 4 Formation and content of the agreement

- 4.1. The agreement is formed by the acceptance of an offer from Basic Travel by the Tenant. Acceptance can be made in writing, by phone, or electronically.
  - 4.1.a. A reservation made electronically is completed when the Tenant submits a booking request via Basic Travel's website. This submission cannot occur without the explicit acceptance of these terms and conditions, as well as the supplementary travel information and conditions. The Tenant is informed upon booking via the website that they are entering into an agreement and which conditions apply.
  - 4.1.b. The Tenant must provide all information about themselves and Co-tenants that may be relevant for concluding or executing the agreement, either before or at the time of booking. Before submitting a reservation through the website, the Tenant must review and correct any input errors if necessary.
  - 4.1.c. After receiving the reservation, Basic Travel sends an acknowledgment of receipt via email to the Tenant's provided email address.
- 4.2. The offer from Basic Travel is non-binding and can be revoked. Revocation is allowed for reasons such as errors in calculating the rent, errors in displayed availability, or other mistakes.
- 4.3. After the agreement is concluded, Basic Travel sends the Tenant travel documents, including the rental agreement, voucher, and any insurance policy, electronically. At the Tenant's request, Basic Travel will send these documents by post.
- 4.4. The Main Tenant is jointly and severally liable for all obligations arising from the agreement. If the Tenant also books an accommodation for Co-tenants, the Tenant is jointly liable for these Co-tenants. Additionally, the Co-tenant(s) are liable for their own share.
- 4.5. The Main Tenant must be at least 18 years old. If the Main Tenant enters into the agreement on behalf of others and does not participate in the stay, at least one Co-tenant must be at least 18 years old.

## Article 5 No statutory cooling-off period

There is no statutory cooling-off period for bookings of vacation accommodations. Cancellation terms in Article 12 apply.

## Article 6 Booking fees

Basic Travel charges the Tenant booking fees to cover administrative costs. If the Tenant books multiple accommodations at once, only one booking fee will be charged. The applicable booking fees are listed on the website and are also displayed in the cost calculation for an online reservation.

### **Article 7 Payment**

7.1. After receiving the rental agreement, the Tenant must pay a deposit within five days of the booking date. The deposit is 35% of the total rental amount, booking fees, and any additional costs, including insurance premiums and payment method fees, if applicable.

7.1.b. Contrary to Article 7.1.a, if the Tenant books within eight weeks before the start of the rental period, the total invoice amount must be paid immediately.

7.2. The remaining invoice amount must be received by Basic Travel eight weeks before the start of the rental period.

7.3. If payment is not made on time, the Tenant is in default. Basic Travel will notify the Tenant of this in writing, after which the Tenant has the opportunity to pay the outstanding amount within a reasonable time. If payment is still not made within this period, Basic Travel has the right to consider the booking canceled by the Tenant. In the event of cancellation, the provisions of Article 12 apply. The defaulting Tenant owes Basic Travel the statutory interest from the start of the default, as well as all legal and extrajudicial collection costs.

### **Article 8 Security deposit**

8.1. The Tenant must pay a security deposit before staying in the rented accommodation.

8.1.a. If the deposit is to be paid to the Lessor or Manager on-site, it must be paid in cash upon arrival.

8.1.b. If the deposit is to be transferred to Basic Travel, it must be received by Basic Travel no later than four weeks before the rental period begins.

8.1.c. If the booking is made within four weeks before the rental period begins, the security deposit must be paid immediately along with the rent.

8.2. If the security deposit is not paid, Basic Travel has the right to terminate the agreement. In that case, the Tenant may be denied access to the accommodation, and no compensation or other right to damages will be granted to the Tenant.

8.3. After the rental agreement ends, any costs for damages or missing items in, around, or associated with the rented accommodation will be deducted from the security deposit. The remaining deposit will be refunded to the Tenant within four weeks after the rental period ends.

8.3.a. If the costs exceed the deposit, the Tenant is required to pay the excess amount immediately. Article 14.3 applies without exception.

8.3.b. If the deposit is not paid, any damages will still be charged later, along with administrative fees.

### **Article 9 Changes by the Tenant**

9.1. The Tenant may submit a written request to change the rental agreement up to one week before the start of the rental period. A request for a change can only be granted if both Basic Travel and the Lessor of the relevant accommodation agree. Basic Travel will charge the Tenant the applicable change fees for the administrative costs at that time. The applicable change fees are listed on the website.

9.2. Changes in the number of persons are only possible if the maximum allowed occupancy is not exceeded. If a higher rental amount applies to the changed number of persons, the Tenant must pay the additional costs immediately upon receipt of the amended agreement.

9.3. Changing the arrival and departure dates is only possible subject to availability of the desired dates. If a higher rental amount applies to the changed dates, the Tenant must pay the additional costs immediately upon receipt of the amended agreement. If the change in dates shortens the length of the stay, this will be treated as a (partial) cancellation of the agreement, and the applicable cancellation fees will be charged for the canceled period. Article 12 applies in full.

9.4. Changing the accommodation is considered a cancellation of the agreement and is only possible upon payment of the applicable cancellation fees at that time. Article 12 applies in full. In that case, no change fees will be charged.

9.5. Changing the Tenant is possible under the conditions outlined in Article 10.

**Article 10 Substitution**

10.1. The Tenant may be replaced by another person up to one week before the start of the rental period, under the following conditions:

- The request is submitted in writing by both the original Tenant and the replacement;
- The replacement meets all the conditions of the agreement;
- A new rental agreement must be drawn up;
- The substitution is subject to the change fees mentioned in Article 9.1.

10.2. Both the original Tenant and the replacement are jointly and severally liable for the payment of any outstanding invoice amount, the change fees, and any extra costs arising from the substitution.

**Article 11 Changes by Basic Travel**

11.1. In case of significant circumstances, Basic Travel may modify the rental agreement with immediate effect. Basic Travel will promptly inform the Tenant in writing of the changes, stating the reasons.

11.1.a. Significant circumstances are those of such nature that it is unreasonable to expect Basic Travel to adhere to the original agreement. These include, but are not limited to, force majeure as defined in Article 17.

11.2. The Tenant may reject the modification, provided that the change is not due to a cause attributable to the Tenant:

11.2.a. if the change concerns one or more essentials, the Tenant may reject the change.

11.2.b. if the change concerns one or more non-essential points, the Tenant may reject the change only if it is significantly disadvantageous.

11.3. If the Tenant rejects the change, Basic Travel will terminate the rental agreement with immediate effect and refund any amounts already paid. In the event of a rejection, the Tenant cannot claim any compensation for direct or indirect damages resulting from the change made by Basic Travel.

**Article 12 Cancellation by the Tenant**

12.1. The Tenant is only entitled to cancellation upon payment of cancellation fees. Cancellations must be made in writing. The cancellation fees are:

12.1.a. for cancellations made up to eight weeks before the start date of the rental period: the deposit amount, which is 35% of the total rental price, booking fees, and any additional costs, as well as any insurance premiums and fees for the chosen payment method.

12.1.b. for cancellations made from eight weeks before the start date of the rental period up to the day of arrival or later: the total invoice amount, which is 100% of the total rental price, booking fees, and any additional costs, as well as any insurance premiums and fees for the chosen payment method.

12.2. Departing early from the booked accommodation is considered a cancellation during the stay.

12.3. A cancellation by the main Tenant also counts as a cancellation on behalf of any co-tenants.

12.4. Cancellations received outside of office hours are considered to be made on the next working day.

**Article 13 Cancellation by Basic Travel**

13.1. In case of significant circumstances, Basic Travel may terminate the rental agreement with immediate effect. Basic Travel will promptly inform the Tenant in writing of the termination, stating the reasons.

13.1.a. Significant circumstances are those of such nature that it is unreasonable to expect Basic Travel to continue fulfilling the agreement. These include, but are not limited to, force majeure as defined in Article 17.

13.2. Basic Travel will, as long as the termination is not due to a cause attributable to the Tenant, make an effort to offer an equivalent accommodation.

13.2.a. The equivalence of the alternative accommodation will be assessed by Basic Travel using objective criteria, taking into account the group composition, location, accommodation category, and the essentials communicated at the time of booking.

13.3. If Basic Travel cannot make an alternative offer or the Tenant does not agree to a proposed alternative, Basic Travel will refund the amounts already paid or, if the stay has already begun, a proportionate part thereof.

In this case, the Tenant cannot claim compensation for any direct or indirect damages resulting from the termination by Basic Travel.

13.4. If the termination is due to a cause attributable to the Tenant, no refund of the amounts already paid will be given, and the termination cannot result in compensation for unused days or any other claim for damages.

#### **Article 14 Rights and Obligations of the Tenant**

14.1. These general terms and conditions, the additional travel information and terms, and the rental agreement shall apply over local law.

14.2. The Tenant must behave as a good tenant and use the accommodation in accordance with the general terms and conditions, the additional travel information and terms, and reasonable usage instructions provided by Basic Travel, the Owner, and/or the Manager of the accommodation.

14.2.a. If the Tenant does not act as a good tenant or violates the provisions from Articles 14.2 to 14.8, this may result in termination of the rental agreement by Basic Travel. This will not entitle the Tenant to compensation for unused days or any other claim for damages.

14.2.b. If the rental agreement is terminated, the Owner or Manager may deny the Tenant access to the accommodation.

14.3. The Tenant is liable for all damage to the accommodation and/or its inventory during their stay, regardless of whether this damage was caused by actions or negligence of the (main) Tenant, co-tenants, and/or third parties present in the accommodation, or by any animal or item in their possession. The Tenant is obligated to prevent or minimize damage, particularly by fulfilling their duty to report as described in Articles 14.11 and 15.1.

14.3.a. The Tenant must always allow the Owner, Manager, or any third parties engaged by them or Basic Travel to repair any damage. The costs for the repair of the damage must be reimbursed by the Tenant immediately upon the Owner, Manager, or Basic Travel's first request.

14.4. The Tenant must allow the Owner, Manager, or any third parties engaged by them or Basic Travel to carry out necessary work on the rented accommodation, such as watering plants, maintaining the pool, and performing minor repairs.

14.5. The Tenant must explicitly state at the time of booking whether there will be co-tenants, how many, and their ages. Basic Travel may request further information about the composition, ages, and size of the Tenant and co-tenants' group. Article 3.5 applies fully.

14.5.a. The rented accommodation may only be occupied by the number of people specified in the description. Occupying the accommodation with more people than allowed, even temporarily, may lead to termination of the rental agreement.

14.5.b. If the Tenant wishes to stay in the accommodation with a different number of people than agreed in the rental agreement, but not exceeding the maximum allowed number, the Tenant must inform Basic Travel before the start of the stay. If this is no longer possible, the Tenant must notify the Owner or Manager of the accommodation in advance of the changed number of people. Articles 9.1 and 9.2 apply fully.

14.6. The Tenant may not sublet the accommodation or otherwise make it available to third parties. However, the Tenant may be replaced by another person under the conditions mentioned in Article 10.

14.7. Camping on the property associated with the accommodation, or placing a tent, caravan, or camper is prohibited unless explicit written permission has been granted by the Owner or Basic Travel.

14.8. Pets are only allowed in an accommodation if this is explicitly stated in the rental agreement or on the website, in accordance with Article 3.3. The Tenant must explicitly inform Basic Travel at the time of booking whether they will be bringing pets and how many. Basic Travel may request further information about the type and breed of pet before allowing them. The number, breed, and type of pet may influence whether it is permitted. Article 3.5 applies fully.

14.8.a. If the Tenant brings pets when they are not allowed, or if the Tenant did not declare bringing one or more pets at the time of booking, this may result in termination of the rental agreement. This also applies if

more pets than allowed or more than declared at booking are brought, or if a different type or breed of pet is brought than declared at booking.

*14.8.b.* Pets are never allowed in any pool associated with the accommodation.

*14.9.* The duration of the booked stay and the arrival and departure times are stated in the travel documents. The Tenant must adhere to these arrival and departure times unless expressly agreed otherwise in writing between the Tenant and the Owner, Manager, or Basic Travel.

*14.9.a.* If the Tenant does not adhere to the arrival and departure times, and the Owner or Manager suffers damage as a result, for example because the accommodation cannot be prepared on time for the next renters, the Tenant is liable for that damage.

*14.9.b.* The Tenant must timely inform the Owner or Manager of the accommodation of their expected arrival time.

*14.9.c.* The Tenant must be able to present the voucher to the Owner or Manager.

*14.10.* Upon departure, the Tenant must leave the accommodation in proper condition. This applies even if the Tenant has paid for a final cleaning or if the final cleaning is included in the rental price.

*14.10.a.* Proper condition includes, among other things: the accommodation must be clean, the items present in the accommodation must be returned to their original places, the dishes must be washed, the dishwasher must be emptied, and trash must be removed.

*14.10.b.* If the final cleaning is not included, or if the Tenant did not pay for final cleaning, the Tenant must perform the final cleaning. This means that the accommodation must not only be left in proper condition, but also that floors must be mopped and/or vacuumed, the kitchen cleaned, and the sanitary facilities cleaned.

*14.10.c.* The Owner or Manager of the accommodation is entitled to charge a fee and/or withhold a part of the deposit if the accommodation is not returned in proper condition. The same applies if the final cleaning to be performed by the Tenant is not done correctly.

*14.11.* If the Tenant notices any discrepancies from the expectations they reasonably may have had based on the rental agreement, they are obligated to report this immediately to the Owner, Manager, or Basic Travel.

*14.11.a.* If the Tenant fails to fulfill this obligation, this may result in a reduction of any compensation that the Tenant might have received.

Article 14.11.b.

The Tenant must always allow the Owner, Manager, or third parties engaged by them or Basic Travel the opportunity to rectify deviations.

## **Article 15 Complaints**

*15.1.* If the Tenant has a complaint, they must first report it immediately to the Owner or Manager of the accommodation in question.

If the complaint is not satisfactorily resolved on-site within a reasonable time, the Tenant must promptly contact Basic Travel. Basic Travel will attempt to resolve the issue within 48 hours.

*15.1.a.* The Tenant must always allow the Owner, Manager, or third parties engaged by them or Basic Travel the opportunity to rectify the situation underlying the complaint.

*15.1.b.* If the Tenant fails to report a complaint, which is not satisfactorily resolved on-site within a reasonable time, promptly to Basic Travel, and Basic Travel thus does not have the opportunity to resolve the complaint satisfactorily, the Tenant loses any right to possible compensation.

*15.1.c.* If the complaint is still not satisfactorily resolved after contacting Basic Travel, the Tenant may submit the complaint in writing to Basic Travel, indicating the booking number, within four weeks after the rental period ends. Complaints not submitted within four weeks after the rental period ends do not need to be processed by Basic Travel.

*15.1.d.* Basic Travel aims to handle a complaint within a maximum of 6 weeks.

*15.2.* Basic Travel will reimburse reasonable communication costs incurred by the Tenant for reporting a valid complaint to the Owner, Manager, or Basic Travel, unless these costs could reasonably have been lower or not incurred at all.

**Article 16 Liability**

16.1. Basic Travel is obliged to perform the agreement in accordance with the expectations that the Tenant could reasonably have based on the agreement.

16.1.a. If the agreement is not fulfilled according to the Tenant's expectations, the Tenant must report this immediately in accordance with Articles 14.11 and 15.1.

16.2. If the agreement is not executed according to expectations, Basic Travel is not liable to the extent that the shortcoming in execution is not attributable to Basic Travel. A shortcoming in execution is not attributable to Basic Travel if:

16.2.a. the shortcoming in execution is attributable to the Tenant;

16.2.b. the shortcoming in execution is due to force majeure, as defined in Article 17;

16.2.c. the shortcoming in execution could not have been foreseen or remedied and is attributable to a third party who is not a contracting party;

16.2.d. the shortcoming in the execution of the agreement is due to an event that Basic Travel or those whose assistance it uses for the execution of the agreement could not foresee or remedy despite all possible care;

16.3. Basic Travel accepts no liability for loss, theft, damage, or injury of any kind suffered by the Tenant, Co-tenant, or third parties as a result of their stay in the accommodation.

16.4. a. Basic Travel accepts no liability for unexpected costs charged or changed on-site for the use of facilities or services. Article 3.6. applies here without limitation.

16.4.b. Not all facilities or services listed on the website are open every day throughout the year. Basic Travel is not liable for any unavailability of facilities or services.

16.4.c. The use of all facilities and services is at the Tenant's own risk.

16.5. Basic Travel accepts no liability for unexpected construction activities, work on access and main roads, and similar in the vicinity of the rented accommodation.

16.6. a. Notwithstanding the provisions of the previous articles, if Basic Travel is held liable for any reason regarding the agreement, it is only liable for direct damage and not for any form of consequential damage.

16.6.b. If Basic Travel is held liable for any reason regarding the agreement, this liability shall be excluded or limited to the extent that international treaties, regulations, or laws apply.

16.6.c. If Basic Travel is held liable for damage other than that resulting from death or injury of the Tenant, this liability shall be limited to a maximum of one time the rental amount.

16.6.d. If Basic Travel is held liable for damage resulting from the death or injury of the Tenant, this liability shall be limited to a maximum of twice the rental amount.

16.6.e. If Basic Travel is held liable for loss of vacation enjoyment, this liability shall be limited to a maximum of one time the rental amount.

16.7. Basic Travel excludes liability for damage for which compensation can be claimed from an insurance, such as travel and/or cancellation insurance.

16.8. The exclusions and limitations of liability mentioned in this article also apply to employees of Basic Travel and other third parties engaged by Basic Travel and their staff.

**Article 17 Force Majeure**

Force majeure is defined as abnormal and unforeseen circumstances that occur independently of the will of the party invoking it, and whose consequences could not be avoided.

Such circumstances include, but are not limited to: imminent war, war, insurrection, unrest, strikes, boycotts, transportation disruptions, government measures, shortages of raw materials, natural disasters, and any other circumstances that reasonably and equitably prevent full or partial performance of the agreement by Basic Travel, such as extraordinary weather conditions, death or divorce of the Owner of the accommodation, unannounced sale and/or occupation of the accommodation by the Owner.

**Article 18 Final Provisions**

18.1. Dutch law exclusively applies to these general terms and conditions, the provisions of the rental agreement, and the supplementary travel information and conditions.

18.2. All disputes arising from these general terms and conditions, the rental agreement, or the supplementary travel information and conditions will initially be settled by the competent court in Groningen, the Netherlands.

18.3. The annulment by court ruling of an article, section, sentence, or phrase in these general terms and conditions does not affect the other provisions of these general terms and conditions.

18.4. If foreign-language versions of these general terms and conditions show discrepancies with the Dutch version or lead to interpretational differences, the Dutch version prevails.

18.5. If provisions from the supplementary travel information and conditions show discrepancies with these general terms and conditions or lead to interpretational differences, these general terms and conditions prevail.

**Article 19 Guarantee Fund for Travel Payments**

Basic Travel BV is affiliated with the Guarantee Fund for Travel Payments (member number SGR:1981). All trips published in this program fall under the fund's guarantee. This guarantee means that the consumer always receives their prepaid money back if the tour operator, carrier, accommodation provider, or travel agency fails to meet the agreed consideration due to financial insolvency. The SGR guarantee is valid for rental agreements made with an SGR participant. See the conditions at SGR.nl.

**Article 20 Execution**

Reservations up to and including the booking date of August 31, 2022, with a start date in 2022, will be executed by Basic Travel BV, Westerhaven 6, 9718 AV Groningen.

Reservations from the booking date of June 17, 2022, with a start date in 2023, will be executed by Basic Travel/Cooperative "IJslandspecialist" U.A., Cypresbaan 17, 2908 LT Capelle aan den IJssel (member number SGR 3319).

Capelle aan den IJssel, September 1, 2022

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