

Terms & conditions Monumental holiday homes & Nature lofts® Landgoed Moerslag

Definitions:

In these terms and conditions, the following definitions shall apply:

Landgoed Moerslag: Ubaghs Beheer B.V. the organisation that hires out the accommodation or camping pitch to the lessee.

Group accommodation: the whole or part of buildings and/or accommodation with all accessories, inventory and co-tenants. Wherever the terms and conditions hereinafter refer to group accommodation, this should also be read as Nature lofts®, monumental holiday home(s) and/or Event Loft.

Lessor: the legal or natural person who makes the group accommodation available to Lessee.

Lessee: a (natural) person, who rents or wishes to rent a group accommodation from the offer of Landgoed Moerslag. Also the person who concludes the agreement on behalf of a group.

Group: the set of individuals who under the contract have the right to stay in the group accommodation.

Group members: those who are part of the group.

Agreed price: full compensation paid for the use of the group accommodation, the obligatory reservation costs for the conclusion of the contract and additional costs mentioned.

Fee for using the group accommodation consists of: bare rent, cleaning costs, energy costs and tourist tax.

Additional costs listed are: all products/services that can be purchased optionally.

Information: written or electronic information regarding the use of the group accommodation, the facilities and the rules regarding the stay.

Third parties: any other (legal) person, not being Landgoed Moerslag, tenant or group members.

Application of terms and conditions:

- These terms and conditions apply to all offers and quotations of, agreements with, deliveries and services of Landgoed Moerslag.
- These terms and conditions replace any previous terms and conditions.
- Any stipulations deviating from the provisions contained in the terms and conditions shall only apply if and insofar as they have been concluded in writing in consultation with Landgoed Moerslag and have been accepted as such by Landgoed Moerslag.
- Landgoed Moerslag shall be entitled to amend these terms and conditions unilaterally. Amendments shall also apply to agreements already concluded. Amendments shall take effect one month after announcement or specified date by means of a written communication or a communication on the web pages of Landgoed Moerslag.
- Oral agreements and/or promises made by employees of Landgoed Moerslag shall only be valid if confirmed in writing by employees of Landgoed Moerslag authorised to do so.

Article 1: Content of agreement

1.1 Landgoed Moerslag makes the agreed (group) accommodation available to the lessee for recreational and/or business purposes, i.e. not for permanent residence, for the agreed period and the agreed price.

1.2 An agreement between Landgoed Moerslag and the lessee shall be established by confirmation of a telephone, written or electronic (internet/email) booking of a (group) accommodation from Landgoed Moerslag's current offer.

1.3 Landgoed Moerslag is obliged to provide the information on the basis of which the agreement is also concluded to the lessee in advance. Landgoed Moerslag shall always inform the lessee of any changes therein in good time.

1.4 After an agreement has been concluded, the tenant will receive a booking confirmation which serves as proof of the agreement. (Please therefore keep these details carefully and take them with you to the accommodation!)

1.5 Booking confirmations sent by Landgoed Moerslag contain all relevant data for the stay in the booked (group) accommodation. To avoid misunderstandings, the lessee undertakes to check the correctness and completeness of the booked data immediately after receiving the booking confirmation and to report any incompleteness or inaccuracies to Landgoed Moerslag within 7 days after receiving the booking confirmation. Failing such notification within the set term, the lessee shall not be entitled to invoke the incompleteness or inaccuracy of the booking confirmation.

1.6 Landgoed Moerslag shall always be entitled to cancel the agreement within 48 hours (2 working days) of its conclusion without giving reasons.

1.7 The lessee has the obligation to comply with the agreement. He shall ensure that the group members also comply with the agreement. This does not affect the fact that the lessee and Landgoed Moerslag may make individual supplementary agreements in which these conditions are deviated from.

1.8 Landgoed Moerslag assumes that the lessee enters into the agreement with the consent of the group members.

1.9 Lessee must provide the correct number of participants when booking.

1.10 The lessee is also obliged to provide Landgoed Moerslag, no later than the day of arrival, with a fully completed list of participants.

1.11 The lessee can book various additional items (bed linen must be added), pets, etc. Additional items and changes in already booked items can be reported up to 6 weeks before arrival, unless explicitly agreed otherwise.

Article 2: Duration and expiry of the agreement

2.1 The agreement shall end by operation of law after the expiry of the agreed period, without notice being required.

Article 3: Offers, prices, rates

3.1 Offers made by Landgoed Moerslag are always without obligation and are subject to interim changes.

3.2 All entries on the web pages of Landgoed Moerslag are deemed to be provided in good faith and are always subject to interim adjustments. Landgoed Moerslag is not bound by manifest errors and omissions on its web pages. Landgoed Moerslag bears no responsibility for general information on the web pages and information contained therein that has been prepared under the responsibility of third parties.

3.3 The lessee declares to have taken note of the description of the (group) accommodation by Landgoed Moerslag on the web pages and not to require any further description thereof.

3.4 The agreed price will be set by Landgoed Moerslag based on the rates in force at the time.

3.5 If, after determination of the agreed price, additional costs arise as a result of a change in charges and/or levies on the part of Landgoed

Moerslag, which relate directly to the accommodation or the lessee and/or the group members, these can only reasonably be passed on to the lessee, even after conclusion of the agreement.

3.6 Indications of prices and rates are subject to obvious errors and omissions.

Article 4: Payment

4.1 Payment of the agreed price shall be made in 2 instalments. 1st instalment: 50% of the agreed price must be paid within 7 days of the conclusion of the agreement; 2nd instalment: 50% of the agreed price must be paid no later than 4 weeks before the first day of the stay.

4.2 Contrary to the provisions of 4.1, payments for last-minute agreements (i.e. bookings within six weeks of the first day of the stay) shall be made in full within 3 days of the agreement being made. In the event of a last-minute agreement, Landgoed Moerslag shall be entitled to require payment in cash only.

4.3 Payment may be made by written or electronic transfer of the full agreed price. In the case of payment by giro or bank transfer, the date of payment shall be the date on which the rent is credited to Landgoed Moerslag's bank account. At Landgoed Moerslag's request, the renter shall provide Landgoed Moerslag with proof of payment.

4.4 Landgoed Moerslag shall not be obliged to draw the lessee's attention in advance to the expiry of a payment term, unless expressly agreed otherwise.

4.5 Over-booked items and over-paid tourist tax are non-refundable after the 2nd payment deadline has passed.

4.6 The lessee shall never be entitled to suspend payment. On expiry of the payment term the lessee shall be in default. The lessee may cancel the default by paying the full agreed price to Landgoed Moerslag within 3 days of the default occurring.

4.7 In the event of non-payment or late payment, all judicial process and enforcement costs as well as extrajudicial collection costs shall be borne by the lessee. The extrajudicial collection costs shall be at least fifteen percent of the invoice amount with a minimum of Euro 100.

4.8 Landgoed Moerslag shall always be entitled, both before and after the conclusion of the agreement, to demand payment security, such subject to suspension of the performance of the agreement until the security has been provided; all this without prejudice to Landgoed Moerslag's right to fulfilment, compensation and/or full or partial cancellation, all this without any judicial intervention and without Landgoed Moerslag being obliged to pay any compensation.

4.9 If the lessee does not or not properly fulfil his payment obligation, Landgoed Moerslag shall be entitled to terminate the agreement with immediate effect, without prejudice to Landgoed Moerslag's right to full payment of the agreed price.

Article 5: Rights and obligations of the lessee at the location of the (group) accommodation

5.1 Arrival from 15:00 onwards. The lessee should enter the property between 15:00 and 18:00 on the day of arrival. The key is then either on the inside of the front door or the front door is open and the keys are on the living room table. Different arrival times only in consultation with Landgoed Moerslag.

5.2 Lessee must, unless otherwise stipulated in the agreement, vacate the accommodation by 10:00 at the latest. In case of departure at a later time than indicated in the agreement, the lessee shall pay an additional rental

fee per day. Departure at a later time is only possible in consultation and after permission with the owner of Landgoed Moerslag.

5.3 The lessee shall behave as a good lessee and use the (group) accommodation in accordance with the reasonable instructions for use given by Landgoed Moerslag.

5.4 In case of frost, it is NOT possible to use the hot tub.

5.5 The lessee is legally liable for any damage caused by him or by group members to the (group) accommodation or the items therein. The lessee shall immediately report any damage to Landgoed Moerslag. Repair or replacement costs shall be immediately reimbursed by the renter to Landgoed Moerslag at its first request.

5.6 On departure, the lessee must leave the (group) accommodation in a proper state, i.e. swept clean. Items present in the holiday home should always be returned to their original place (on arrival). Crockery should be washed and stored in the appropriate place. Landgoed Moerslag is entitled to make a final check at the time of departure. If Landgoed Moerslag observes that (several) items have not been returned to their original place or if the (group) accommodation is not swept clean, the lessor shall be entitled to charge additional (cleaning) costs to the lessee.

5.7 Lessee must use linen on beds and is not entitled to use beds without sheets.

5.8 Lessee must be present during the entire stay.

5.9 It is not allowed to leave pets in the property without human supervision. It is not allowed to allow dogs or other pets to sit on beds (good) or furniture.

Article 6: Third-party use

6.1 Use by third parties of the (group) accommodation is only permitted if Landgoed Moerslag has given its written consent.

6.2 The consent given may be subject to conditions, which shall be laid down in writing in advance.

Article 7: Early termination by landlord and eviction in the event of culpable default and/or wrongful act

7.1 Landgoed Moerslag may terminate the agreement with immediate effect:

a. If, despite prior warning, the lessee and/or the group members do not fulfil or do not properly fulfil the obligations from the agreement, the house rules and/or government regulations, and to such an extent that, according to the standards of reasonableness and fairness, Landgoed Moerslag cannot be required to continue the agreement;

b. If, despite prior warning, the lessee and/or the group members cause/send nuisance to Landgoed Moerslag and/or other guests, or if the lessee and/or the group members spoil/destroy the good atmosphere on, or in the immediate vicinity of the property;

c. If, despite prior warning, the lessee and/or the group members act/act contrary to the purpose of the premises by using the (group) accommodation;

7.2 If Landgoed Moerslag wishes early termination and eviction, it must notify the lessee by personally handed letter. The written warning may be omitted in urgent cases.

7.3 After termination, the lessee must ensure that the (group) accommodation is vacated and the group or the group members in question have left the premises as soon as possible, but within 4 hours at the latest.

7.4 If the lessee fails to vacate the (group) accommodation, the lessor is entitled to vacate the (group) accommodation at the expense of the lessee.

7.5 In principle, the lessee remains obliged to pay the agreed price.

Article 8: Laws and regulations

8.1 Landgoed Moerslag shall at all times ensure that the (group) accommodation meets all environmental and safety requirements, both internally and externally, which the government imposes or may impose on the (group) accommodation.

8.2 Lessee and the group members are obliged to strictly observe all safety regulations applicable in the (group) accommodation. Lessee and the group members shall also ensure that third party/parties visiting and/or staying with him/her strictly observe the safety regulations in force on the premises.

Article 9: Maintenance and installation

9.1 Landgoed Moerslag is obliged to keep the (group) accommodation and central facilities in a good state of repair.

9.2 The group is obliged to keep the (group) accommodation and the grounds surrounding the (group) accommodation in the same condition for the duration of the agreement.

9.3 The lessee and group members are not allowed to dig on the grounds around the (group) accommodation, cut down trees, trim bushes, make fire or carry out any other activity of such nature.

Article 10: Liability

10.1 The legal liability of Landgoed Moerslag for other than personal injury and death damage is limited to a maximum of €455,000 per event. Moerslag estate is obliged to take out insurance for this purpose.

10.2 Landgoed Moerslag shall not be liable for any accident, theft or damage on its property unless it is the result of a shortcoming attributable to Landgoed Moerslag.

10.3 Landgoed Moerslag is not liable for the consequences of extreme weather conditions or other forms of force majeure.

10.4 Landgoed Moerslag is liable for utility failures unless it can invoke force majeure.

10.5 If the rented (group) accommodation is destroyed or cannot be used temporarily through no fault of Landgoed Moerslag, Landgoed Moerslag and the lessee shall be entitled to cancel the agreement. If the demise of the (group) accommodation or the temporary unavailability of the (group) accommodation is attributable to the lessor, the lessee may claim damages.

10.6 The lessee is liable towards Landgoed Moerslag for damage caused by the acts or omissions of himself and/or (one of) the group members, insofar as it concerns damage that can be attributed to the lessee and/or (one of) the group members.

Article 11: Force majeure

11.1 In case of force majeure, both of a permanent and temporary nature, Landgoed Moerslag, on behalf of the lessor, shall be entitled to dissolve or temporarily suspend all or part of the agreement without the lessee being able to claim performance and/or damages. Force majeure shall include, but not be limited to: threat of war, war, insurrection, acts of war, strikes, boycotts, disruptions in traffic or transport, government measures, scarcity of raw materials, natural disasters and furthermore all circumstances, extraordinary weather conditions, death of the owner, divorce of the owner, unannounced sale and/or occupation of the holiday home by the owner, etc. under which full or partial fulfilment of the agreement cannot reasonably and fairly be required of Landgoed Moerslag. If the force majeure occurs while the tenant has only been able to make partial use of the holiday home, the rental agreement shall also be considered dissolved for the time already used.

Article 12: Disputes

12.1 All disputes relating to the agreement are governed by Dutch law. The (subdistrict) court in Maastricht has exclusive jurisdiction.

ADMINISTRATION COSTS: in case of interim changes to your reservation (if approved by Landgoed Moerslag), cancellations, etc., we are obliged to charge a €17.50 administration fee.

LOST FORWORKS: If you have forgotten items and would like us to return them to you by parcel service, we are obliged to charge a handling fee of €17.50, in addition to the actual costs of packing (parcel costs) and sending (postage-Post NL). We request that you take care to accurately and correctly pass on (by e-mail) the name and address of the parcel.

The RECRON Conditions for Holiday Accommodations also apply.

REGULATIONS FOR USE OF HOT TUB

Before use, please read the regulations and instructions for use of the Hot tub in the welcome folder of your accommodation carefully!!!

FILLING THE HOT TUB

- ✓ Close the drain lever on the outside of the bath (by means of a red lever on the side near the bottom of the bath). Open the tap with the filling hose and place it in the tub. **It is essential to fill the hot tub to just below the top rim with water before you start firing up the stove!** The stove must be well under water! Otherwise, the stove may burn out or the tub's coating may melt!

FIRING UP THE STOVE

Caution! The stove may only be fired up if it is completely and amply submerged!

- ✓ Open the stove door, place the firelighters and plenty of dry kindling on the grid in the stove.
- ✓ Safely light the firelighters with a lighter or matches.
- ✓ Close the small door.
- ✓ Make sure that the ash/sliding drawer or the stove door (depending on the model) is open about 10 cm due to oxygen supply. After all, fire needs oxygen to burn.
- ✓ Once the stove is burning properly, it can be regulated by sliding the ash/sliding drawer open and closed or through the door. In any case, close the stove so that it gets optimum draught and loses the least amount of heat.
- ✓ Smoke will come out of the chimney and the chimney itself will get hot! So please pay close attention to this!
- ✓ During firing up, the stove should be well and frequently filled with wood. But avoid congestion from too much wood in the stove.
- ✓ When heating up, it is advised to stir the water regularly with the paddle so that the water is equally warm everywhere.

AFTER USE

- ✓ Check whether the fire in the stove is completely out.
- ✓ Put the cover on the hot tub to maintain the temperature of the water as much as possible and to prevent water contamination by leaves and dirt. Of course you should only do this if you are going to use it again the next day in the case of a hot tub for private use (Nature lofts®).

EMPTYING THE HOT TUB

- ✓ Make sure the fire is extinguished! Only then should the hot tub be left empty!
- ✓ Turn the drain lever open.
- ✓ Always check that the water drains properly.
- ✓ Then rinse the tub of the hot tub clean with the water hose.
- ✓ Empty the ash pan into the designated ash bucket.

SECURITY

Always think of your own safety when interacting with fire and heat. Use of the hot tub is at your own risk. Never leave small children alone in the tub or near the stove or chimney!!! This can get very hot!!!

When using the hot tub, always consider possible fire hazards!!! Be alert!!!

FOR ADVICE ON HOW MUCH WOOD AND KINDLING TO USE, READ THE WELCOME BOOKLET FOR YOUR ACCOMMODATION.

HERE YOU WILL ALSO FIND THE MORE SPECIFIC INFORMATION FOR THE HOT TUB YOU ARE GOING TO USE.