

General Terms and Conditions of Landgoed de Horst (version February 2024)

These General Terms and Conditions apply to any quotation, offer and/or Agreement (however named) between Landgoed de Horst and a Customer. An Agreement is established at the moment of signing a written Agreement by both parties and confirmation thereof by Landgoed de Horst. If the Agreement is concluded via the website of Landgoed de Horst, a legally valid Agreement is only concluded when Landgoed de Horst has confirmed its conclusion to the Customer in writing (which in these General Terms and Conditions must also be understood to mean "digitally"). The Agreement cannot be transferred to a third party without prior consent by Landgoed de Horst. Landgoed de Horst reserves the right to amend rates and conditions in case of transfer.

1. Definitions

Cancellation

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

Landgoed de Horst

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

Service

The provision by Landgoed de Horst 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 Landgoed de Horst 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 Landgoed de Horst 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 Landgoed de Horst 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 Landgoed de Horst, or persons or matters engaged by Landgoed de Horst 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 Landgoed de Horst and to follow the reasonable instructions of (the staff of) Landgoed de Horst. Reasonable instructions may be given verbally. The House and Conduct Rules will be sent by Landgoed de Horst upon request and can also be consulted at the accommodation.

Landgoed de Horst 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 Landgoed de Horst 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 Landgoed de Horst under the Agreement, Landgoed de Horst will be entitled to suspend the services. Landgoed de Horst 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 Landgoed de Horst's reasonable opinion.

The Customer and/or Guest is obliged to cooperate with reasonable requests made by Landgoed de Horst 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, Landgoed de Horst may request a deposit and/or credit card guarantee. If Landgoed de Horst 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 Landgoed de Horst receives back a signed copy of the reservation confirmation and has acknowledged receipt to the Customer.

6. Number of guests

For booking purposes, Landgoed de Horst assumes the number of Guests notified in accordance with the Agreement. If the Customer expects additional Guests, the Customer must inform Landgoed de Horst 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%, Landgoed de Horst 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), Landgoed de Horst 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

Landgoed de Horst'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). Landgoed de Horst is not liable for damage or loss of goods, brought to the accommodation by the Customer and/or Guest. The Customer indemnifies Landgoed de Horst 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 Landgoed de Horst.

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 Landgoed de Horst 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 meeting rooms

Landgoed de Horst will reserve a suitable meeting room and communicate the name of this room in the week prior to the arrival date. Landgoed de Horst reserves the right to allocate meeting rooms based on number of Guests, capacity, set-up and specific requirements. Any last-minute changes to the set-up of the meeting 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

Landgoed de Horst offers ample parking space onsite. 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. Landgoed de Horst will send back all external catering that has not been notified (and agreed to) in writing to Landgoed de Horst in advance.

16. External suppliers

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

17. Personal data

Landgoed de Horst processes personal data provided by the Customer in accordance with the GDPR, as also further elaborated in Landgoed de Horst'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 Landgoed de Horst.

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.

Landgoed de Horst will be entitled to unilaterally amend these General Terms and Conditions. In that case, Landgoed de Horst 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.