

General Conditions of BASIC TRAVEL

Content of these conditions

Article 1	Definitions
Article 2	Scope of the general conditions
Article 3	Quotations, rents and rates
Article 4	Formation and content of the agreement
Article 5	No statutory cooling-off period
Article 6	Booking fees
Article 7	Payment
Article 8	Deposit
Article 9	Amendment by the lessee
Article 10	Substitution
Article 11	Amendment by Basic Travel
Article 12	Cancellation by the lessee
Article 13	Cancellation by Basic Travel
Article 14	Rights and obligations of the lessee
Article 15	Complaints
Article 16	Liability
Article 17	Force majeure
Article 18	Final provisions
Article 19	<i>Stichting Garantiefonds Reisgelden</i> (Travel Compensation Fund)

Article 1 Definitions

The terms used in these conditions are defined as follows:

Basic Travel: Basic Travel B.V., Otto Eerelmanstraat 1, PO Box 6026, 9702 HA Groningen.

Lessee (or Main Lessee): A natural or legal person renting or wishing to rent an accommodation unit from the range offered by Basic Travel.

Co-lessee: The person staying together with the Lessee (or Main Lessee) in the accommodation unit.

Third-parties Any natural or legal person, not being Basic Travel, the Lessee or a Co-lessee.

Owner/Lessor: The legal owner of an accommodation unit (or his representative of deputy), who has offered the accommodation for rental to Basic Travel.

Accommodation manager: The person (or his representative or deputy) who has been appointed by the Owner of an accommodation unit to manage the accommodation unit.

Quotation/Offer: An offer within the meaning of the Netherlands Civil Code.

Reservation: A reservation order placed by the lessee in writing, by telephone or by digital means for the rental of one or more accommodation units for a certain period of time.

Booking: A reservation for an accommodation unit that has been accepted by Basic Travel.

Cancellation: The revocation, cancellation or dissolution of a booking.

Dissolution: The 'reversal' by legal means of the rental agreement owing to non-compliance with the obligations under the rental agreement.

Accommodation: Residential accommodation, possible with accompanying land, swimming pool and/or other facilities offered for rental as holiday accommodation by Basic Travel.

Stay: The actual use of the accommodation unit during the agreed rental property.

Essential point: A point that, when the booking is made, is of material importance for the Lessee regarding whether or not the booking is made, and which the Lessee has communicated in advance to Basic Travel.

In writing: Notifications made by email are deemed to have been made in writing.



Article 2 Scope of the general conditions

These general conditions are applicable to the booking and to all quotations and offers of, contracts with and services of Basic Travel unless the parties make express and written agreement to the contrary.

Article 3 Quotations, rents and rates

- 3.1. Quotations of Basic Travel are subject to contract and are subject to interim amendment.
- 3.2. All published rents include turnover tax and are stated in euros unless otherwise indicated.
- 3.3. Basic Travel is not bound to manifest printing errors and mistakes communicated on the website or manifestly incorrect statements made by its personnel.
- 3.4. Basic Travel is not bound to any errors in the stated availability of the accommodation on its website.
- 3.5. Basic Travel reserves the right to refuse a booking for reasons concerning the composition, ages and size of the group of the Lessee and the Co-lessees and, if any, domestic animals.
- 3.6. In cases where no costs for the use of facilities or services are stated on the website, local costs may none the less be payable. It is also possible that the stated costs will have been affected by price changes. Basic Travel cannot be held liable for this.

Article 4 Formation and content of the agreement

- 4.1. The agreement is formed upon the Lessee's acceptance of an offer of Basic Travel. Acceptance can take place in writing, by telephone or by digital means.
 - 4.1.a. The Lessee can make a reservation by digital means by sending a reservation order via the website of Basic Travel. This order cannot be sent without expressly accepting these general conditions as well as the additional travel information and conditions. When a reservation is made via the website the Lessee is informed that he is entering into a contract and of which conditions apply.
 - 4.1.b. Before or when making the reservation the Lessee will provide all information about himself and the Co-lessees that may be relevant to the conclusion or execution of the agreement. Before sending a reservation order via the website the Lessee should check the information he has entered and will be given the opportunity to correct this information if necessary.
 - 4.1.c. After receiving the reservation Basic Travel will send digital confirmation of receipt to the Lessee using the email address that the Lessee has given with the reservation.
- 4.2. The offer of Basic Travel is subject to contract and can therefore be withdrawn by Basic Travel. The offer can be withdrawn for reasons related, for example, to errors in the calculation of the rent, errors in the stated availability and other errors.
- 4.3. Once the contract has been formed Basic Travel will send the travel documents including the rental agreement, the voucher and, if applicable, the insurance policy to the Lessee by digital means. Basic Travel will send these documents by post on the Lessee's request.
- 4.4. The Main Lessee is jointly and severally liable for all of the contractual obligations. If the Lessee (also) books accommodation for Co-lessees, the Lessee is jointly and severally liable for these Co-lessees. The Co-lessee or Co-lessees are also liable for their own share.
- 4.5. The Main Lessee must be at least 18 years of age.
If the Main Lessee concludes the agreement solely on behalf of or for another person and does not himself take part in the stay, at least one of the Co-lessees must be 18 years of age.

Article 5 No statutory cooling-off period

Reservations of holiday accommodation are not subject to a statutory cooling-off period. The cancellation provisions of article 12 are applicable to cancellations.

Article 6 Booking fees

Basic Travel will charge the Lessee with booking fees to cover its administrative costs. If the Lessee books several accommodation units simultaneously, the booking fees will be charged once only. The amount of the



booking fees will be stated on the website and also shown in the calculation of the rent in the case of an online reservation.

Article 7 Payment

7.1.a. The Lessee will pay the down payment within five days of the booking date after receiving the rental agreement. The down payment is 35% of the total rent, the booking fees and, if applicable, the accompanying charges, as well as any insurance premiums and charges related to the chosen payment method.

7.1.b. Contrary to the provisions of article 7.1.a, the Lessee will be required to pay the invoice amount in a lump sum and with immediate effect in the case of a booking made within eight weeks prior to commencement of the rental period.

7.2. The remaining part of the invoice amount must be received by Basic Travel eight weeks prior to commencement of the rental period.

7.3. In the event of payment not being received on time, the Lessee will be held in default. Basic Travel will notify the Lessee of this default in writing. The Lessee will then be given the opportunity to remit the payable amount within a reasonable period of time. If the payment is not received within that period, Basic Travel will be entitled to regard the booking as having been cancelled by the Lessee with effect from the time at which the default commenced. The provisions of article 12 will apply in the event of cancellation. In addition to the applicable cancellation charges, the defaulting Lessee will be liable to Basic Travel for payment of statutory interest from the time at which the default commenced and for all judicial and extrajudicial costs related to the collection of the amount not paid on time.

Article 8 Deposit

8.1. The Lessee is required to pay a deposit prior to the stay at the rented accommodation.

8.1.a. If the deposit is to be paid to the Lessor or the Accommodation Manager locally, it will be payable in cash upon arrival.

8.1.b. If the deposit is to be transferred to Basic Travel, it must be received by Basic Travel four weeks at the latest prior to commencement of the rental period.

8.1.c. Contrary to the provisions of article 8.1.b, the Lessee will be required to pay the deposit directly, together with the rent, in the case of a booking made within four weeks prior to commencement of the rental period.

8.2. Basic Travel will have the right to dissolve the agreement in the event of the deposit not being paid. In that case the Lessee may be denied access to the accommodation. This cannot lead to compensation for the days not used or to any other right to compensation on the part of the Lessee.

8.3. At the end of the rental period the costs of any established damage and/or losses in, on or around the rented accommodation or damage to and/or loss of goods in, on or around the rented accommodation will be set off against the deposit. The remaining amount of the deposit will be repaid to the Lessee within four weeks of the end of the rental period.

8.3.a. If the costs provided for in this article exceed the amount of the deposit, the Lessee will be obliged to pay these excess costs without delay to the Owner, the Accommodation Manager or to Basic Travel. Article 14.3 will be fully applicable in this case.

8.3.b. In the event of the deposit not being paid, any damage caused will be charged subsequently with the addition of administrative costs incurred.

Article 9 Amendment by the lessee

9.1. Up to one week prior to commencement of the rental period the lessee can make a written request to have the rental agreement amended. A request for amendment can be granted only if Basic Travel and the Lessor of the relevant accommodation agree to the amendment. In the event of the agreement being amended Basic Travel will charge the Lessee with the amendment costs applicable at that time to cover the administrative costs. The level of the amendment charges will be stated on the website.

9.2. It is only possible to make changes to the number of people if the maximum permissible number of people is not exceeded. If a higher rent is payable for the changed number of people, the Lessee will pay the additional amount directly upon receipt of the amended agreement.

9.3. It is only possible to make changes to the arrival and departure dates depending on the availability of the desired arrival and departure dates. If a higher rent is payable for the changed dates, the Lessee will pay the additional amount directly upon receipt of the amended agreement. If the change to the arrival and departure date involves a reduction in the term of the stay, this will be regarded as a (partial) cancellation of the agreement and the cancellation costs applicable at that time will be payable for the cancelled period. Article 12 will be fully applicable in this case.

9.4. Changes of accommodation will be regarded as cancellation of the agreement and are therefore only possible upon payment of the cancellation charges payable at that time. Article 12 will be fully applicable in this case. In that case no amendment charges will be payable.

9.5. The Lessee can be changed under the conditions provided for in article 10.

Article 10 Substitution

10.1. The Lessee can have himself substituted by somebody else up until one week prior to commencement of the rental period. This is subject to the following conditions:

- the request is submitted in writing by both the original Lessee and the person replacing him;
- the person replacing the original Lessee meets all of the conditions related to the agreement;
- a new rental agreement must be formed;
- the amendment charges referred to in article 9.1 will be payable for substitution.

10.2. The original Lessee and the person replacing him will both be jointly and severally liable for the payment of the remaining amount of the invoice (if any), the amendment charges and any additional costs related to the substitution.

Article 11 Amendment by Basic Travel

11.1. Basic Travel can amend the rental agreement with immediate effect in the event of compelling circumstances. Basic Travel will inform the Lessee of the amendments immediately and in writing, giving reasons.

11.1.a. Compelling circumstances are circumstances of such a nature that Basic Travel cannot reasonably be expected to act in conformity with the original agreement. Compelling circumstances include but are not limited to cases of force majeure within the meaning of article 17.

11.2. Insofar as the cause of the amendment cannot be attributed to the Lessee, the Lessee can:

11.2.a. if the change relates to one or more essential points, reject the amendment.

11.2.b. if the change relates to one or more points that are not essential points, only reject the amendment if it is to his detriment to a more than slight extent.

11.3. If the Lessee rejects the amendment, Basic Travel will terminate the agreement with immediate effect and repay the part of the invoice amount that has already been paid.

In the event of the amendment being rejected, the Lessee cannot claim compensation for any direct or indirect damages suffered by the Lessee as a result of the amendment made by Basic Travel.

Article 12 Cancellation by the Lessee

12.1. The Lessee is entitled to cancel the agreement only upon payment of cancellation fees. Cancellations must be made in writing. The cancellation costs are as follows:

12.1.a. in the event of cancellation up to eight weeks prior to the commencement date of the rental period: The down payment, being 35% of the total rent, the booking fees and, if applicable, the accompanying charges, as well as any insurance premiums and charges related to the chosen payment method.

12.1.b. in the event of cancellation from eight weeks prior to the commencement date of the rental period up until the date of arrival or later:

The total invoice amount, being 100% of the total rent, the booking fees and, if applicable, the accompanying charges, as well as any insurance premiums and charges related to the chosen payment method.

12.2. Early departure from the booked accommodation constitutes cancellation during the stay.

12.3. Cancellation by the Main Lessee also constitutes cancellation on behalf of the Co-lessees, if any.



12.4. Cancellations received outside of office hours will be deemed to have been made on the next working day.

Article 13 Cancellation by Basic Travel

13.1. Basic Travel can cancel the rental agreement with immediate effect in the event of compelling circumstances. Basic Travel will inform the Lessee of the cancellation immediately and in writing, giving reasons.

13.1.a. Compelling circumstances are circumstances of such a nature that Basic Travel cannot reasonably be expected to continue to act in conformity with the original agreement. Compelling circumstances include but are not limited to cases of force majeure within the meaning of article 17.

13.2. In cases where the reasons for cancellation cannot be attributed to the Lessee, Basic Travel will endeavour to offer equivalent alternative accommodation.

13.2.a. Basic Travel will assess the equivalence of the alternative accommodation by objective standards, taking account of the group composition, the location, the category of the accommodation and the essential points communicated during the reservation.

13.3. If Basic Travel is unable to make an alternative offer or if the Lessee does not agree to the offered alternative, Basic Travel will repay the part of the invoice amount already paid or, if part of the stay has already taken place, a proportion of that amount. The Lessee cannot in this case claim compensation for any direct or indirect damages suffered by the Lessee as a result of Basic Travel's cancellation.

13.4. If the reason for the cancellation can be attributed to the Lessee, the part of the invoice amount already paid will not be reimbursed and the cancellation cannot lead to compensation of the days not enjoyed or to any other right to compensation on the part of the Lessee.

Article 14 Rights and obligations of the Lessee

14.1. The local situation is subject to these general conditions, the additional travel information and conditions and the rental agreement, which take precedence over the local law.

14.2. The Lessee shall behave in a manner befitting a good lessee and will use the accommodation in accordance with the general conditions, the additional travel information and conditions and the reasonable usage instructions given by Basic Travel, the Owner and/or the Accommodation Manager.

14.2.a. In the event of the Lessee not behaving in a manner befitting a good lessee or acting contrary to the provisions of articles 14.2 to 14.8, Basic Travel may terminate the rental agreement. This cannot lead to compensation for the days not used or to any other right to compensation on the part of the Lessee.

14.2.b. The Owner or the Accommodation Manager can deny the Lessee access to the accommodation in the event of the rental agreement being dissolved.

14.3. The Lessee is liable for all damage caused to the accommodation and/or its inventory during his stay, irrespective of whether that damage was caused by an act or omission of the Lessee (or Main Lessee), Co-lessees and/or third-parties present in the holiday home through their agency, or by any animal or property in their possession.

The Lessee is obliged to prevent or to limit damage to as great an extent as possible, in particular by meeting the reporting obligation laid down in articles 14.11 and 15.1.

14.3.a. The Lessee shall at all times give the Owner, the Accommodation Manager or third-parties engaged by them or by Basic Travel the opportunity to repair damage. The costs of repairing the damage shall be paid immediately by the Lessee to the Owner, Accommodation Manager or Basic Travel on their first request.

14.4. The Lessee shall permit the Owner, Accommodation Manager or third-parties engaged by them or Basic Travel to carry out the necessary work on the rented accommodation, such as watering garden plants, swimming pool maintenance and minor repair activities.

14.5. When making the booking the lessee must expressly state whether he will be accompanied by Co-lessees, how many and their ages. Basic Travel may require further information about the composition, age and size of the group comprising the Lessee and the Co-lessees. Article 3.5 is fully applicable to this.

14.5.a. The rented accommodation will be occupied by a maximum of the number of people laid down in the specification. Having the accommodation occupied by more than the maximum permitted number of people (even temporarily) may result in the rental agreement being dissolved.

14.5.b. If the Lessee wishes to stay in the accommodation with more than the number of people agreed in the rental agreement but not more than the maximum permitted number, the Lessee must inform Basic Travel of



this prior to commencement of the stay. If this is not (or is no longer) possible, the Lessee should inform the Owner or the Accommodation Manager of the altered number of people in advance. Articles 9.1 and 9.2 are full applicable to this.

14.6. The Lessee is not permitted under any circumstances to sublet the accommodation or to make it available or issue it for use to third-parties in any other way. The Lessee can have himself substituted by another person under the conditions provided for in article 10.

14.7. It is prohibited to camp or set up a tent, caravan or camper vehicle in the grounds (if any) of the accommodation other than with the express written permission of the Owner or Basic Travel.

14.8. Domestic animals are allowed in the accommodation only if this has been specifically stated in the rental agreement or on the website and with due observance of the conditions provided for in article 3.3.

When making the booking the Lessee must state whether he is bringing any domestic animals and, if so, how many. Basic Travel can ask for further information about the type and breed of domestic animal before allowing it. The number, the breed and the type of domestic animal may make a difference as to whether it is allowed. Article 3.5 is fully applicable to this.

14.8.a. If the Lessee brings domestic animals despite this not being permitted, or if the Lessee has failed to indicate that he is bringing one or more domestic animals when placing the reservation, this may result in the rental agreement being dissolved. This applies also to bringing more than the number of domestic animals permitted or stated in the reservation, or bringing domestic animals of a type or breed other than that indicated in the reservation.

14.8.b. Domestic animals are not under any circumstances allowed in a swimming pool accompanying the accommodation.

14.9. The duration of the booked accommodation and the arrival and departure times are stated in the travel documents. In the absence of express written agreement to the contrary between the Lessee on the one hand and the Owner, Accommodation and Basic Travel on the other, the Lessee must adhere to these arrival and departure times.

14.9.a. If the Lessee fails to adhere to the arrival and departure times and the Owner or Accommodation Manager suffer losses as a result, e.g. because the accommodation cannot be prepared in time for the following lessees, the Lessee will be held liable for those losses.

14.9.b. The Lessee should inform the Owner or Accommodation Manager in good time of the expected time of arrival.

14.9.c. The Lessee must be able to hand over the voucher to the Owner or the Accommodation Manager.

14.10. The Lessee must leave the accommodation in respectable condition upon departure. This applies also if the Lessee has paid for final cleaning and if the final cleaning is included in the rent.

14.10.a. 'Respectable condition' includes but is not limited to the following: the accommodation must be clean, the goods in the accommodation must be back in their original places, the washing-up must be done, the dishwasher emptied and the household waste disposed of.

14.10.b. If final cleaning is not included, or if the Lessee has not paid for the final cleaning, the Lessee must carry out the final cleaning. This implies that the accommodation must not only be left in respectable condition, but that the floors must be mopped and/or vacuum-cleaned, the kitchen cleaned and the bathroom cleaned.

14.10.c. The Owner or Accommodation Manager is entitled to charge a fee and/or to withhold part of the deposit if the accommodation is not left in respectable condition. The same applies if the Lessee does not carry out the final cleaning properly.

14.11. If upon arrival the Lessee finds that the accommodation fails to meet his reasonable expectations in view of non-conformities in respect of the rental agreement, he must report this immediately to the Owner, the Accommodation Manager or Basic Travel.

14.11.a. If this obligation is not met, the Lessee cannot invoke the inaccuracy or incompleteness of the rental agreement and will not be entitled to compensation.

14.11.b. The Lessee shall at all times give the Owner, the Accommodation Manager or third-parties engaged by them or by Basic Travel the opportunity to rectify non-conformities.

Article 15 Complaints

15.1. If the Lessee has a complaint he must first report it without delay to the relevant Owner or Accommodation Manager.



If the complaint is not or cannot be satisfactorily resolved locally within a reasonable period of time, the Lessee should contact Basic Travel without delay. Basic Travel will endeavour to resolve the situation to which the complaint relates within 48 hours.

15.1.a. The Lessee shall at all times give the Owner, the Accommodation Manager or third-parties engaged by them or by Basic Travel the opportunity to resolve the situation to which the complaint relates.

15.1.b. If the Lessee fails to report a complaint that cannot be satisfactorily resolved within a reasonable period of time to Basic Travel without delay, and Basic Travel is therefore not given the opportunity to satisfactorily resolve the complaint, the Lessee will no longer have any right to compensation.

15.1.c. If the complaint is not satisfactorily resolved after Basic Travel has been informed of the situation, the Lessee can submit the complaint in writing to Basic Travel, stating the booking number, up to four weeks following the end of the rental period. Basic Travel will not accept any complaints not lodged within four weeks of the end of the rental period.

15.1.d. Basic Travel will endeavour to settle complaints within a maximum period of 6 weeks.

15.2. The reasonable communication costs incurred by the Lessee to communicate a well-founded complaint to the Owner, the Accommodation Manager or Basic Travel will be reimbursed by Basic Travel unless these costs could reasonably have been lower or did not need to be incurred.

Article 16 Liability

16.1. In its execution of the agreement Basic travel is obliged to meet the Lessee's reasonable expectations under the agreement.

16.1.a. If the agreement is not complied with according to the Lessee's expectations, the Lessee must report this without delay in accordance with articles 14.11 and 15.1.

16.2. If the agreement is not executed according to expectations, Basic Travel cannot be held liable if the breach cannot be attributed to Basic Travel. A breach cannot under any circumstances be attributed to Basic Travel if:

16.2.a. the cause of the breach can be attributed to the Lessee;

16.2.b. the breach is a result of force majeure within the meaning of article 17;

16.2.c. the breach could not be foreseen or prevented and can be attributed to a third-party other than a party to the contract.

16.2.d. the breach can be attributed to an occurrence that could not be foreseen or prevented by Basic Travel or the party assisting with the execution of the agreement, also having observed the principles of due care.

16.3. Basic Travel cannot be held liable for loss, theft, damage or injury of any nature whatsoever suffered by the Lessee, Co-lessee or third-parties resulting from the stay in the accommodation.

16.4.a. Basic Travel cannot be held liable for the costs of using facilities or services unexpectedly charged or altered locally. Article 3.6 is fully applicable to this.

16.4.b. Not all of the facilities or services mentioned on the website are open every day throughout the year. Basic Travel cannot be held liable for the non-availability of facilities or services.

16.4.c. Facilities and services are used at people's own risk.

16.5. Basic Travel cannot be held liable for unexpected building activities, work on access roads and main roads and so on in the (near) vicinity of the rented accommodation.

16.6.a. Notwithstanding the provisions of the previous articles, in cases where Basic Travel can be held liable in any manner in respect of the agreement, it can be held liable only for the direct loss and not for any form of consequential loss.

16.6.b. In the event of Basic Travel being held liable in any manner in respect of the agreement, that liability will be excluded or limited to the extent that it is subject to international conventions, regulations or laws.

16.6.c. In the event of Basic Travel being held liable in any manner in respect of the agreement for losses other than those resulting in the Lessee's death or injury, that liability will not exceed the amount of the rent.

16.6.d. In the event of Basic Travel being held liable in any manner in respect of the agreement for losses resulting in the Lessee's death or injury, that liability will not exceed the amount of twice the rent.

16.6.e. In the event of Basic Travel being held liable in any manner in respect of the agreement for loss of holiday enjoyment, that liability will not exceed the amount of the rent.

16.7. Basic Travel cannot be held liable for losses leading to a claim for compensation arising from an insurance policy, such as a travel and/or cancellation insurance policy.

16.8. The exclusions from and limitations of the liability of Basic Travel as laid down in this article apply also to employees of Basic Travel and to other third-parties and their personnel engaged by Basic Travel.

Article 17 Force majeure

Force majeure is defined as being abnormal and unforeseen circumstances that take place beyond the control of the party invoking them and the result of which could not be avoided.

Such circumstances include but are not limited to: threat of war, war, uprising, act of war, strikes, boycotts, traffic or transport disruptions, governmental measures, scarcity of raw materials, natural disasters and all other circumstances as a result of which Basic Travel cannot be fairly and reasonably expected to complete in full or in part with the agreement, such as extraordinary weather conditions, the death or divorce of the Owner of the accommodation, the Owner's unannounced sale and/or usage of the accommodation.

Article 18 Final provisions

18.1. These general conditions, the provisions of the rental agreement and the additional travel information and conditions are exclusively subject to Dutch law.

18.2. All disputes arising from these general conditions, the rental agreement or the additional travel information and conditions will be referred in the first instance to the competent court in Groningen, the Netherlands.

18.3. The setting aside by judicial ruling of an article, paragraph, sentence or phrase of these general conditions will not affect the remaining provisions of these general conditions.

18.4. In the event of discrepancies or interpretation differences between versions of these general conditions in other languages and the Dutch version, the version in the Dutch language will take precedence.

18.5. In the event of discrepancies or interpretation differences between provisions of the additional travel information and conditions and these general conditions, the general conditions will take precedence.

Article 19 Stichting Garantiefonds Reisgelden (Travel Compensation Fund)

Basic Travel is registered with the *Stichting Garantiefonds Reisgelden* (membership number SGR:1981). All of the holidays published in this programme are guaranteed under this fund. Under this guarantee the consumer will always be refunded with prepaid money if the tour operator, the transporter, the accommodation provider or the travel agency fails to meet the agreed obligations owing to financial incapacity. The SGR guarantee is applicable free of charge to rental agreements concluded with an SGR member. See the conditions at SGR.nl. Holidays booked by non-Dutch customers are also covered by this SGR guarantee.

Groningen, January 1 st, 2017

© Basic Travel