

General Terms and Conditions

DW Castricum is a small-scale family park located near the coast in Castricum. The trade name is DWparcs.

Article 1 Definitions

In these general terms and conditions, the following terms shall have the meanings assigned to them:

1. (Main) Renter: a (natural) person who rents or wishes to rent a holiday home from the offering of DW Castricum.
2. Co-renter: the person who stays in the holiday home together with the (main) renter.
3. Manager: the person who, on behalf of the landlord, performs management tasks of the holiday home.
4. Consumer: a natural person who rents a holiday home and does not act in the exercise of his profession or business.
5. Third Parties: any other (legal) person, other than DW Castricum or the Renter.
6. Owner: the rightful owner of a holiday home.
7. Booking: a reservation of a holiday home accepted by DW Castricum.
8. Holiday Home: a house offered by DW Castricum for rental as holiday accommodation.
9. Accommodation: a holiday home offered by DW Castricum for rental.
10. Stay: the actual use of a holiday accommodation.
11. Agreement: the agreement for rental of an Accommodation, including the accompanying general terms and conditions.
12. Park Rules: the rules applied by the accommodation provider for the park.
13. Guest: the (legal) person who makes the booking and enters into the Agreement.
14. Rental Price: the rental price for the Accommodation, including any discounts and excluding any additional costs.
15. Written: by letter/email or WhatsApp.
16. Security Deposit: an amount that may be charged as an advance for any damages, including extra cleaning and the deployment of security, caused during the stay by the guest. Any outstanding charges may also be deducted from the security deposit. Under certain circumstances, such as in the case of a group of guests or if the guest or a co-guest violates these general terms and conditions or the applicable park rules or fails to follow instructions from the (security) staff, the entrepreneur may require an additional security deposit from the guest and/or co-guest(s). The (additional) security deposit will be refunded within 7 days after departure, provided that the guest's bank account is known and no damages as mentioned above have been observed.

Article 2 Right of Withdrawal

DW Castricum informs the renter that reservations made by him/her are legally binding. The right of withdrawal is not applicable to services/agreements concerning the provision of accommodation, if a specific date or period of execution is provided for in the agreement, and it is not for residential purposes. These services are exempt from the 'Distance Selling Act' and, therefore, do not qualify for a right of withdrawal ('cooling-off period') of 14 days.

Article 3 Guest

- The guest must be at least 21 years old at the time of booking.
- The guest is responsible for all co-guests who are registered and accompany him/her, and for all Visitors who visit the Guest at the Park.
- All correspondence will be conducted through the contact details of the guest.

Article 4 Prices and Rates

1. Rental prices are starting prices, including value-added tax and mandatory additional costs, excluding optional additional costs.

2. The additional costs include local fees established by the government (known as park fees) and supplementary costs such as reservation fees, cleaning fees, costs of bed linen, towels, kitchen towels, and other services/products.
3. Optional additional costs may include the costs of a cancellation insurance and the costs of additional booked items.
4. The current prices and rates are exclusively listed on the website of DW Castricum.
5. The tourist tax contribution is determined by the municipality of Castricum. You, as the renter, are required to pay DW Castricum the tourist tax at the rate established and applicable by the municipality of Castricum at all times.

Article 5 - Payment Conditions

1. Payment of (at least) 50% of the total rental price, including additional costs as indicated on the invoice, must be made immediately after making the booking/reservation and, in any case, received by DW Castricum within 5 days of the reservation date. The remaining amount must be received by DW Castricum no later than 6 weeks before the day of arrival.
2. For reservations made within 6 weeks of arrival, the full payment must be made immediately and in one installment, and received by DW Castricum no later than 5 days after the reservation date.
3. The key to the holiday home will not be provided until DW Castricum has obtained 100% certainty of the full payment. To do so, DW Castricum may request the renter to submit a proof of payment.
4. For payments made by bank transfer, the date of payment is the day of receipt in DW Castricum's bank account. DW Castricum always reserves the right to demand payment security both before and after the conclusion of the rental agreement, suspending the execution of the rental agreement until the security is provided. This is without prejudice to DW Castricum's right to demand compliance, compensation for damages, or total or partial cancellation, without any judicial intervention and without any obligation on the part of DW Castricum to provide any compensation for damages.
5. If the payment conditions mentioned in this article are not met, DW Castricum reserves the right to cancel the reservation and offer the property for rent again.

Article 6 - Cancellation Policy

It may happen that the holiday needs to be canceled due to unforeseen circumstances. In this case, the renter or their substitute must inform the entrepreneur in writing or by phone. There are usually costs associated with a cancellation or modification. After cancellation, the renter will receive a cancellation invoice from the entrepreneur, specifying the costs of the cancellation.

In addition to the due reservation and any preference costs (and insurance premiums, if applicable), the renter (or their substitute) is obliged to pay the following amounts to the entrepreneur:

- 15% of the rental price if you cancel 3 months (93 days) or more before the planned arrival date.
- 50% of the rental price if you cancel between 3 and 2 months (between 92 and 63 days) before the planned arrival date.
- 75% of the rental price if you cancel between 2 months and 1 month (between 62 and 32 days) before the planned arrival date.
- 90% of the rental price if you cancel between 1 month (31 days) and the day before the planned arrival date.
- 100% of the rental price if you cancel on the planned arrival date or afterward.

Cancellation by the Entrepreneur

In case of force majeure or unforeseen circumstances, the entrepreneur has the right to cancel the reservation. Force majeure and unforeseen circumstances include, among others:

- The Accommodation is no longer suitable for rental (e.g., due to water damage, fire, or misconduct by the Accommodation provider).

- The Accommodation is no longer available (e.g., due to sudden sale of the Accommodation by the Accommodation provider, double booking, or bankruptcy of the Accommodation provider).

The entrepreneur will inform the renter immediately, providing reasons for the cancellation, either by phone or in writing. In this case, the entrepreneur will try to offer an equivalent alternative accommodation at the same price. If no suitable alternative offer can be made, or if the renter does not accept the offered alternative, the entrepreneur will refund the already fully or partially paid rental price without any obligation to provide compensation to the renter.

Article 7 - Modifications

If a renter wishes to modify a booking, it is possible to do so up to 28 days before the scheduled arrival date. The modified booking cannot be cheaper than the original booking. Modification fees may apply for these changes. Optional extras can be modified or canceled up to 1 day before the arrival date. If the full holiday has already been paid, any price difference will be refunded along with the security deposit.

Article 8 - Substitution

If the reservation is entirely transferred to a third party, the renter must notify the entrepreneur in writing. Modification fees will apply for these changes. Amounts already paid will be considered as paid by the acquiring party. The transferring and acquiring parties are responsible for settling this among themselves.

Article 9 - Dissolution

The landlord is entitled to consider the reservation dissolved without the need for notice of default or intervention of the court if:

- a. at the start of the rental period, the full rent has not been paid in accordance with the payment obligations mentioned in Article 5;
- b. the renter has not complied with any of the obligations as mentioned in Article 12, 'Rights and Obligations of the Renter'.

Article 10 - Rights and obligations of the landlord

1. The landlord is only bound by the rental agreement upon receipt of the (partial) payment.
2. The landlord undertakes to deliver the rented property clean and in good condition to the renter at the agreed-upon time.
3. The landlord may inspect the rented property at any reasonable time.

Article 11 - Arrival and Departure

1. The rented accommodation can be occupied by the renter on the agreed-upon day of arrival as stated in the reservation confirmation, from 4:00 PM onwards. DW Castricum reserves the right to modify the check-in time of 4:00 PM. On the agreed-upon day of departure as stated in the reservation confirmation, the accommodation must be vacated before 11:00 AM.
2. If you wish to extend the agreement with DW Castricum for a longer period than the agreed-upon duration and DW Castricum agrees to it in writing, DW Castricum is entitled to assign a different accommodation.
3. If the use of the accommodation is terminated earlier than the agreed-upon date as stated in the reservation confirmation, the renter is not entitled to a refund of (part of) the rental price and/or costs by DW Castricum.

Article 12 - Renter's Rights and Obligations

1. Unless stated otherwise in the reservation confirmation, the renter must collect the keys of the holiday home from the lessor or manager before 4:00 PM on the day of arrival. If arriving after the specified time, the renter must inform the lessor before 3:00 PM on the day the rental period commences, stating that they wish to occupy the rental property at a later time.

2. Unless stated otherwise in the reservation confirmation, the holiday home must be vacated by the renter by the time indicated in the reservation confirmation. DW Castricum is not responsible for any consequences resulting from later departure than the specified time. If the renter departs later than the time indicated in the reservation confirmation, a penalty may be imposed. The holiday home must be made available again for the next renter(s).
3. The renter must act as a responsible tenant and use the holiday home in accordance with the reasonable usage instructions provided by DW Castricum or the lessor/manager, which can be found in the information folder in the property and online.
4. The renter must use bed linen on the beds and is not allowed to use beds without sheets.
5. The renter may not allow third parties to use the rented property, nor allow more people to stay in it than agreed upon in the reservation, unless with written permission from the lessor.
6. Pets are allowed only if agreed upon in the reservation. If not agreed upon, refusal of the pet or rebooking to another holiday accommodation may result.
7. The renter may only use the holiday home as a vacation residence and expressly not engage in any profession or business.
8. For bookings with business purposes, DW Castricum accepts a maximum of 1 guest per bedroom for privacy reasons. If the business renter has different requirements, it must be explicitly coordinated and approved by the lessor.
9. Smoking is not allowed in the accommodations. If this is found to be the case, additional cleaning costs (e.g., steam cleaning curtains) will be charged.
10. It is prohibited to use other cooking or washing appliances in the rental property than those provided or placed by the lessor.
11. The renter is prohibited from causing noise or music disturbances to other residents of the park.
12. It is not allowed for youth groups to stay in the holiday homes. DW Castricum reserves the right to refuse or remove youth groups in case of disturbance.
13. Renting multiple properties by groups, other than youth groups, is only possible when reserved as such, specifying the nature or composition of the group. In addition, an additional deposit must be paid per property. Failure to register as such may result in termination of the rental agreement. DW Castricum reserves the right to refuse or remove groups in case of disturbance.
14. The renter is obliged to park their vehicles in the designated areas. Parking in gardens and on grass areas is prohibited.
15. Upon departure, the renter must leave the holiday home in a reasonable state, i.e., swept clean. The items present in the holiday home must be returned to their original positions (as on arrival). Dishware must be washed and stored in the designated place, kitchen and the refrigerator/freezer must be left clean, no dirty dishes should be left, bed linen must be removed and folded, all floors and walls must be left clean, the toilet and bathroom must be left in a clean condition, and the trash must be deposited in the designated container. The Lessor/Manager is entitled to perform a final inspection at the time of departure. If the Lessor/Manager finds that (several) items have not been returned to their original positions or if the holiday home is not swept clean or otherwise not in order, the Lessor/Manager is entitled to charge the Renter additional (cleaning) costs.
16. The renter is obliged to pay the cleaning costs agreed upon in the reservation, without prejudice to the obligation to leave the property swept clean and in good order after the rental period.
17. In case of breach of one or more of the obligations mentioned in Article 12 points 1 to 16, DW Castricum reserves the right to remove the renter.

Article 13 - Damage

1. The renter is legally liable for any damage caused by him or his fellow renters to the holiday home or the items present therein (such as furnishings and household goods, but not limited to these). This also applies to the loss of any of these items.
2. In the event of damage, the renter must immediately inform the manager.

3. Repair or replacement costs must be reimbursed by the renter to the lessor/manager upon the first request.
4. If the holiday home is not left swept clean or with damage to, for example, the inventory, a portion or the total amount of the security deposit, as referred to in Article 14, may be withheld.
5. The renter is deemed to have accepted the rented property, together with the inventory present therein as listed in the inventory list, without any damage, unless he has lodged a complaint with the lessor within 2 hours after occupying the rental property. To the extent that the renter is not liable for the damage caused, the lessor will make reasonable efforts, to the extent possible, to repair the damage within 2 working days from the moment the report is made. The renter is not entitled to any discount, set-off of rent, or any other form of compensation.
6. If damage is discovered by the lessor afterwards for which the renter did not file a complaint, then such damage will be considered to have occurred during the renter's rental period.

Article 14 - Security Deposit

1. Upon arrival, the renter shall provide the manager/lessor with a security deposit or provide written authorization for the collection of a security deposit.
2. Damages to the holiday home, the park, or its inventory caused during the rental period, additional cleaning costs due to not leaving the rented property in a tidy condition, and any on-site payable costs may be deducted from the security deposit.
3. Should the damages or incurred costs exceed the amount of the security deposit, the lessor will claim the remaining amount from the renter by sending an invoice.

Article 15 - Other Provisions

1. The lessor is not liable for theft or damage to the renter's belongings.
2. The lessor is not liable for disturbances caused by third parties.
3. The lessor is not liable for any damage, loss, or injury resulting from the use of the facilities and services at the park, unless it is a direct result of intentional or gross negligence on the part of the park.
4. The guest is responsible for maintaining proper care and safety during their stay at the holiday park. The guest is solely responsible for the safe use of the park's facilities and services.
5. The lessor is not liable for any damage, loss, or injury resulting from force majeure situations, such as natural disasters, terrorism, war, strikes, or other unforeseen events beyond the lessor's control.
6. The lessor is not liable for any damage, loss, or injury resulting from force majeure situations, such as natural disasters, terrorism, war, strikes, or other unforeseen events beyond the park's control.
7. The lessor is not liable for any damage, loss, or injury resulting from the use of facilities and services provided by third parties recommended by the park or present at the park.
8. In case the accommodation reserved by the renter is unexpectedly unavailable, the lessor is entitled to provide the renter with equivalent replacement accommodation. This shall be at the discretion of the lessor. In such a case, the renter shall not be entitled to compensation or a discount.
9. When the renter makes a final booking on the DW Castricum website, the email address used will be added to the DW Castricum database. The renter will receive communication regarding the booking and newsletters with inspiration and tips for future vacations at DW Castricum at this email address.
10. All guests must adhere to the rules established by DW Castricum, including those laid out in the Park Regulations.
11. Do not dispose of frying oil or other fats down the toilet/drain, as it can cause blockages. Only toilet paper may be disposed of in the toilet. The costs incurred for clearing blockages caused by the renter will be charged to the renter.
12. The accommodations are passive houses with extreme airtightness. This airtightness must be maintained for energy performance. Therefore, it is strictly forbidden to drill, screw, etc., into the walls. The walls must remain untouched. If the renter damages the accommodation, the lessor will have the damage professionally repaired and the costs will be charged to the renter.

13. By making a reservation and entering the holiday park, guests agree to these terms and conditions and agree to indemnify the lessor from all claims, costs, and damages arising from the use of the park's facilities and services.

Article 16 - Product Description

DW Castricum ensures the accuracy of the description of the holiday home. However, the description and impressions of the holiday home and its immediate surroundings, including amenities, furnishings, facilities, and recreational opportunities, may, due to their nature or due to interim changes, seasonal influences, or other factors, slightly deviate from the description on the DW Castricum website. The renter cannot derive any rights from this. The renter has no right to compensation or a discount.

Article 17 - Pets

1. A maximum of two pets belonging to the renter or users are allowed. If you and/or other users wish to bring pets, you must indicate this at the time of reservation. In that case, DW Castricum will charge an additional fee, which you will be responsible for paying. DW Castricum reserves the right to refuse pets on the park (without giving any reasons). Pets are not allowed in certain accommodations in any case.
2. Pets must be kept on a leash outside the accommodation. Local instructions must be followed, and pets should not cause any disturbance to other guests.
3. For dogs, a dog bed must be brought along, and for brought-along dogs/cats, protection against fleas is mandatory, using either drops, pills, or a flea collar.
4. Caged animals can be brought along for free if indicated at the time of reservation.
5. Pets belonging to visitors are not allowed.
6. For transporting animals to countries within the EU, they must have a passport according to the European model. The animals must be vaccinated against rabies, and identification through a chip or tattoo is mandatory. You are responsible for having the correct travel documents required for your destination.

Article 18 - Internet Usage

1. DW Castricum provides the renter/user and accompanying individuals with access to the internet via a Wi-Fi network and cable.
2. The renter is responsible for the correct use of the internet, as well as the necessary hardware and software, configuration, peripherals, and connections to support it, and measures to secure their computer or operating system.
3. DW Castricum is not liable for any damages resulting from the use of the internet or network disruptions.
4. The renter/user and accompanying individuals must behave as responsible and careful internet users when using the internet, respect legal rules, and refrain from behavior that may cause inconvenience to other internet users or damage to DW Castricum in any way. They shall refrain from visiting websites of an unlawful nature or that do not align with the reputation of DW Castricum as a provider of accommodation.
5. If DW Castricum detects or suspects interference from third parties and/or (other) internet abuse by the renter/user or accompanying individuals, DW Castricum has the right to block internet access, either partially or entirely, without further notice.
6. The renter indemnifies DW Castricum against any claims from third parties seeking compensation for damages that may, in any way, be attributed to the use of the internet by the renter/user and accompanying individuals.

Article 19 - Force Majeure and Changes

1. In the event that DW Castricum is unable to perform the agreement, whether partially or entirely, due to force majeure, DW Castricum may, within 14 days of becoming aware of the impossibility of fulfilling the agreement, propose an alternative arrangement (different accommodation/alternative period, etc.). DW Castricum is permitted to suspend the fulfillment of its obligations if circumstances beyond the control of DW Castricum arise. In no event shall DW Castricum be liable to compensate for any damages or costs.

2. Force majeure on the part of DW Castricum exists if DW Castricum is wholly or partially prevented from executing the agreement, whether temporarily or otherwise, due to circumstances beyond its control, including but not limited to, war, labor strikes, blockades, fire, floods, and other disruptions or events.

Article 20 - Applicable Law

The agreement between you and DW Castricum is exclusively governed by Dutch law.

Article 21 - Travel Documents

You are solely responsible for possessing valid travel documents required for your destination. DW Castricum accepts no liability for the consequences arising from not having the correct travel documents.

Article 22 - Privacy

1. All data you provide to us will be included in a database. The database is used for our guest administration. These data may also be used to provide targeted information and offers about our products and services, as well as related products and services, both by ourselves and by third parties. In order to tailor this information and special offers to your interests as much as possible, we may combine your data with data known to other companies.
2. Upon your request, we will correct, supplement, delete, or block your data if, for example, the data is factually incorrect. This may result in you no longer being able to use (part of) our services. You have the right to request information about whether personal data concerning you is being processed.

Article 23 - Other Documentation

1. In addition to the general terms and conditions, DW Castricum has established park regulations.
2. The inventory list contains a complete description of the inventory of the respective accommodation.

Article 24 - Complaints and Disputes

1. Guests are requested to report any complaints about their stay at the holiday park directly to the park's management. The management will make every effort to resolve the complaint as quickly as possible.
2. If the complaint is not resolved to the satisfaction of the guest, the guest may submit a written complaint to the management within a reasonable period after the end of their stay.
3. If there is a dispute between the management and a guest, efforts will first be made to resolve the dispute amicably.
4. If the dispute cannot be resolved amicably, it may be submitted to the competent court.
5. All disputes between the guest and the holiday park shall be governed by Dutch law.