



General Conditions

Article 1: Definitions

In these terms and conditions it is meant by:

- a. accommodation/camping site: the total or parts of building spaces and/or campsites with all that is provided for, including inventory and all that has been rented out to the tenant;
- b. Scoutcentrum: the Stichting Scout Centrum Rotterdam, the organisation that provides the accommodation/camping site to the tenants;
- c. tenant: the person who concludes the agreement for a group or in private with Scoutcentrum;
- d. group: all the individuals who are inclined to stay in the accommodation/camping site on the basis of the agreement;
- e. group members: individuals who are part of the group;
- f. agreed price: the reimbursement that must be paid for the use of accommodation/camping site, any and each item that is included in the price will be mentioned;
- g. costs: all costs taken by Scoutcentrum which apply to renting out accommodation/camping site and/or services/activities;
- h. information: data provided in writing or digitalized on the use of the hired accommodation/camping site, its facilities, the offered activities and the regulations regarding the stay;
- i. cancellation: termination in writing of the agreement by the tenant, before the commencement date of the stay;
- j. activity: a service, facility or program item offered by Scoutcentrum and accepted by the tenant, not being the accommodation/camping site.

If in these conditions the term "accommodation" is used, it also reflects "camping site".

Article 2: Agreement Contents

1. Scoutcentrum puts at the disposal of the tenant the agreed site and this for recreation and/or business purposes and therefore not for permanent habitation, for the agreed period, the agreed number of group members and the agreed price.
2. Scoutcentrum shall be obliged to provide the tenant in advance with written information on the basis of which this agreement has been concluded. Scoutcentrum shall always inform the tenant in time in writing of changes therein.
3. In the event that the information deviates considerably from the information provided at the conclusion of the agreement, the tenant shall be entitled to cancel the agreement without any costs.
4. The tenant is obliged to observe the agreement and the information belonging thereto and shall see to it that group members and/or third parties visiting him and/or staying with him shall also observe the agreement and the information belonging thereto.
5. In the event that the terms included in the agreement and/or the information belonging thereto violate the General Agreement, the General Agreement shall prevail. However, this does not affect any individual additional arrangements made by the tenant and Scoutcentrum, whereby these additional arrangements are in favour of the tenant.
6. Scoutcentrum takes it for granted that the tenant concludes this agreement with the consent of the group members.
7. The tenant is required to hand over a list of group members prior to or on the first day the accommodation site is rented out on the basis of the agreement.

Article 3: Duration and expiry of the agreement

The agreement shall expire by act of law when the period of time agreed has passed whereby it is not required that notice has been given.

Article 4: Price and price changes

1. The price shall be agreed upon on the basis of the rates than applicable and which have been determined by Scoutcentrum.

2. In the event that, after concluding the agreed price, for reasons of an increase of the financial burden on the side of Scoutcentrum, additional costs arise as a consequence of a change in expenditure and/or in costs that relate directly to the accommodation or the tenant, then the financial effect may be passed on to the tenant. This may even be the case after the conclusion of the agreement.

3. In case extra activities are being obtained from Scoutcentrum during the period of renting the accommodation by the tenant, the group or a group member, the costs for these activities will be charged according to the applicable rates. The cost are to be paid for by the tenant before the end of the stay according to article 6, paragraph 4.

Article 5: Booking process

1. A booking request for an accommodation must be placed by a interested party via the web-based booking system of Scoutcentrum by completing all the required details.
2. A booking request will be answered by Scoutcentrum within 5 days after receiving the request. On acceptance of the request the interested party will be informed with the agreement as tenant.
3. The tenant may change the number of group members that will be using the accommodation under the agreement up to one month before the agreed arrival date without extra costs. The changes issued by the tenant will be recorded in the agreement by Scoutcentrum.
4. Within one month after issuing the agreement, the tenant has to pay the deposit.
5. Three weeks before commencing the use of the accommodation the tenant has to have paid the complete price mentioned in the agreement to Scoutcentrum.
6. If a booking is made within one month before commencing the use of the accommodation the total price mentioned in the agreement holds as deposit.

Article 6: Payment

1. The tenant must settle his payments in Euro's, unless agreed upon differently.
2. In the event that a booking has been made and the tenant, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of time of two weeks after receipt of the written demand, then Scoutcentrum shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of Scoutcentrum to demand full payment of the agreed price.
3. In the event that, at the day of arrival, Scoutcentrum is not in possession of the total amount owed, then Scoutcentrum shall be entitled to deny the tenant access to the grounds, notwithstanding the right of Scoutcentrum to demand full payment of the agreed price.
4. Extra activities obtained or the extra accommodation capacity or camping facilities used than agreed by in the agreement by the tenant, the group or the group members, must be paid for by the tenant before leaving. In the event the costs are not paid for an extra fee of 10% will be charged. ATM payments are not possible on Scoutcentrum premises.
5. If less capacity is used by the tenant, Scoutcentrum will not compensate the agreed price to that effect.
6. Any and all extrajudicial costs reasonably made by Scoutcentrum, after having given notice of default to tenant, shall be at the expense of the latter. In the event that the total amount has not been paid in time and after the demand for payment has been made in writing, then the interest percentage stated by law shall be charged on the amount still outstanding.



General Conditions

Article 7: Cancellation

1. In case of cancellation the tenant shall pay a remuneration to Scoutcentrum. This remuneration shall amount to:

- in case of cancellation more than three months before the commencement date, 15% of the agreed price;
- in case of cancellation within three to one months before the commencement date, 25% of the agreed price;
- in case of cancellation within one month before the commencement date, 100% of the agreed price;
- in case of cancellation on the day of the commencement date, 100% of the agreed price.

2. The remuneration shall be repaid pro rata by Scoutcentrum and after deduction of administrative costs in the event that, on the recommendation of the tenant and with the written consent of Scoutcentrum, the site will be reserved for the same period or part thereof by a third party.

Article 8: Use by third parties

1. The accommodation rented may only be used by third parties in the event that Scoutcentrum has granted this with written consent.

2. The consent given may be governed by extra terms and conditions which are to be put down in writing in advance.

Article 9: Premature departure of the tenant or group members

The tenant shall owe the full price for the agreed agreement on the basis of the rates that have been charged.

Article 10: Premature termination by Scoutcentrum and eviction because of attributable shortcoming and/or unlawful act

1. Scoutcentrum may cancel the agreement with immediate effect:

- a. In the event that, in spite of prior written warning, the tenant/group member does not or not adequately observe the conditions and obligations laid down in the agreement, the information belonging thereto and/or government regulations and this to such a degree that according to criteria of reasonableness and fairness of Scoutcentrum the agreement cannot not be continued;
 - b. In the event that, in spite of prior written warning, the tenant/group members causes any inconvenience for Scoutcentrum and/or the tenants/group members spoils the good atmosphere on or in the close vicinity of the grounds;
 - c. In the event that, in spite of prior written warning, the tenant/group member acts in violation of the purpose of the grounds/accommodation by using this in a certain manner;
2. In the event that Scoutcentrum wishes premature cancellation and vacation Scoutcentrum shall be obliged to inform the tenant thereof, with or without a written statement to that effect.

If the necessity arises Scoutcentrum must point out the possibility to bring the dispute before board of Stichting Scoutcentrum Rotterdam in the period of time as described in Article 14, paragraph 2.

- 3. After cancellation the tenant must see to it that the accommodation is vacated and the grounds are left as soon as possible, however, within 4 hours at the latest.
- 4. In the event that the tenant fails to vacate the accommodation, Scoutcentrum shall be entitled to vacate the site at the expense of the tenant.
- 5. The tenant shall in principle remain under the obligation to pay the agreed price.
- 6. Scoutcentrum remains the right to cancel an activities obtained by the tenant in case of special circumstances, such as: weather conditions, danger setting, improper use, use under influence of alcohol and/or drugs, without the right of the tenant for compensation.

Article 11: Legislation and regulations

- 1. Scoutcentrum shall at all times see to it that the accommodation, both inside and outside, satisfies all environmental and safety demands that (may) be set in relation to these facilities by the authorities.
- 2. The tenant/group members are obliged to act strictly in accordance with all safety regulations. To this effect the tenant/group members are also fully responsible for third parties visiting the group or staying with the group.

Article 12: Maintenance, installations and grounds

- 1. Scoutcentrum is obliged to maintain the accommodation and the central facilities in a good state of repair.
- 2. The tenant is obliged to maintain the accommodation that is rented and the nearby grounds belonging to it, during the period of the agreement in the same state of repair.
- 3. The tenant/group members and/or third party/parties are not allowed to dig into the site, to fell trees, to trim down bushes or to employ any activity in this sense.

Article 13: Liability

- 1. Scoutcentrum is assured for liability.
- 2. Scoutcentrum is not liable for any accident, theft, damage or loss on his grounds unless such is the result of a shortcoming that is attributable to Scoutcentrum.
- 3. Scoutcentrum is not liable for any consequences of extreme weather influences or any other form of circumstances beyond his control.
- 4. Scoutcentrum is not liable for any interruptions occurring in the utility services.
- 5. If the rented accommodation is lost or temporarily not available for use, not due to acts of or under the responsibility of Scoutcentrum, Scoutcentrum and the tenant have the right to cancel the agreement. If the rented accommodation is lost or temporarily not available for use for the tenant because of failure or on the account of Scoutcentrum, the tenant may require financial compensation.
- 6. The tenant is liable vis-à-vis Scoutcentrum for any damage caused by his actions or failure to act, by the actions of the group members and/or third party/parties or their failure to act, and this under the condition that it concerns damage that may be attributed to the tenant, the group members and/or third party/parties.

Article 14: Regulation on disputes

- 1. Complaints on the creation or execution of the agreement these terms and conditions apply to, may be brought before Bestuur Stichting Scout Centrum Rotterdam (bestuur@scoutcentrumrotterdam.nl).
- 2. A dispute shall only be dealt with in the event that the tenant/group member brings his complaint in writing (via e-mail or by post) before Scoutcentrum within two weeks after the complaint has been arisen.
- 3. Bestuur Stichting Scout Centrum Rotterdam will process the complaint and will inform the tenant and if relevant the group member of its opinion within one month after receiving the complaint.
- 4. The Netherlands law shall apply to any and all disputes in connection with the agreement. The Netherlands Court shall be competent by exclusion to take cognizance of these disputes. Notwithstanding the stipulations in the agreement this does not affect the right to bring the matter before Civil Court.