DE ZEEMEEUW
STRANDPAVILJOEN

UNIFORM CONDITIONS

Beach pavilion "De Zeemeeuw"

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The uniform terms and conditions of beach pavilion “De Zeemeeuw” are derived from the unfirom terms and conditions for the hospitality industry, which govern the provision of lodging, meals and the conclusion of hospitality agreements by hotels, restaurants, cafés and related businesses established in the Netherlands.

Clauses 1 through 13 outline the uniform terms and conditions of beach pavilion “De Zeemeeuw”.

Clause headings are used exclusively for reference purposes. No rights may be derived from these.

CLAUSE 1

Definitions

1.4 Customer
The natural person or legal entity or partnership which has entered into an agreement with a catering establisment.

1.5 Guest
The natural person(s) entitled to one or more catering services based on a catering agreement entered into with the customer. Wherever the uniform conditions speak of guest, or customer, this refers to both guest and customer, unless it is clear from the content and implication of the clause that only one of the two can be intended.

1.6 Catering Agreement
An agreement between a catering establisment and a customer invlolving one or more catering services to be provided by the catering establisment at a price to be paid by the customer. The term reservation is sometimes used i nplace of the term catering agreement.

1.11 Reservation value (the value of the catering agreement)
The total expected turnover of the catering establisment including service charges, (tourist tax) and VAT relating to a catering agreement concluded with a customer, which expected turnover is based on the averages applicable to that catering establisment.

1.13 Cancellation
The written notice by the customer to the catering establisment that one or more of the agreed catering services is no longer required in part or in full, or the written notice by the catering establishment to the customer that one or more of the agreed catering services shall no longer be provided in part or in full.

1.14 No-show
The failure of a guest, without prior cancellation, to make use of one of the catering services provided on the basis of a catering agreement.

1.15 Group
A group of 10 or more persons entitled to one or more catering services from a catering establishment under the terms of a catering agreement or more than one agreement regarded as connected.

1.16 Individual
Every person that does not form part of a group as defined above.

1.17 Goods
All goods, including money, valuables and papers of value.

1.20 Turnover guarantee
A written declaration from the customer that the catering establishment will realise a certain minimum turnover from one or more catering agreements.

CLAUSE 2

Scope

The uniform conditions of beach pavilion “De Zeemeeuw” apply exclusively, to the exclusion of all other or general terms and conditions, to the formation and content of all hospitality agreements, as well as to all offers, quotations, and requests for reservations related to the formation of these hospitality agreements.

The applicability of general or other terms and conditions of the customer and/or the guest, or any general or other terms and conditions referred to by the customer, is expressly rejected by the owners of beach pavilion “De Zeemeeuw.” If other general terms and conditions do apply, the uniform conditions of beach pavilion “De Zeemeeuw” shall prevail in the event of any conflict.

CLAUSE 3

The making of catering agreements

All offers made by beach pavilion “De Zeemeeuw” regarding the formation of a hospitality agreement are non-binding and subject to the suspensive condition that sufficient stock and/or capacity is available to fulfill the reservation. If beach pavilion “De Zeemeeuw” invokes this suspensive condition within a reasonable period, to be determined depending on the circumstances, after acceptance by the customer, the hospitality agreement shall be deemed not to have been concluded.

If beach pavilion “De Zeemeeuw” has granted the customer an option right in writing, this right cannot be revoked, except in cases where another potential customer makes an offer to enter into a hospitality agreement for all or part of the services under option. In such a case, beach pavilion “De Zeemeeuw” will contact the customer (option holder), who will then have 48 hours to make a final reservation. If no response is received within this 48-hour period, all option rights will expire. The customer will be informed of this.

Beach pavilion “De Zeemeeuw” reserves the right to refuse the conclusion of a hospitality agreement at any time and for any reason, except in cases where such refusal is based solely on one or more grounds mentioned in Article 429 quater of the Criminal Code (discrimination). Hospitality agreements entered into by intermediaries (such as shipping agents, travel agencies, other hospitality businesses, event agencies, etc.), whether or not in the name of their clients, are deemed to have been concluded at the expense and risk of these intermediaries. Beach pavilion “De Zeemeeuw” is not obliged to pay any commission or fee, by any name, to intermediaries unless expressly agreed otherwise in writing. Any full or partial payment of the amount due by the guest shall release the intermediary to the same extent.

CLAUSE 4

General obligations of beach pavilion “De Zeemeeuw”

Beach pavilion “De Zeemeeuw” is, notwithstanding the provisions set forth below, obligated under the hospitality agreement to provide the agreed-upon services at the agreed times in the usual manner at and by the beach pavilion.

This obligation does not apply in the following cases:

a. In the event of force majeure on the part of beach pavilion “De Zeemeeuw,” as referred to in Article 12;
b. If the guest does not arrive or arrives more than half an hour late on the agreed date and time;
c. If the customer fails to pay the deposit/interim payment referred to in Article 8 on time;
d. If the customer, despite a request to do so, does not provide a revenue guarantee within the deadline set by beach pavilion “De Zeemeeuw”;
e. If the customer in any other way fails to fully meet any of their obligations towards beach pavilion “De Zeemeeuw,” regardless of the reason.

The beach pavilion is not obligated to accept or store any belongings of the guest. Additionally, the beach pavilion is never required to allow a guest’s pet and may impose conditions on its admission.

CLAUSE 5

Special provisions

The house rules for guests will be displayed in a clearly visible location within the beach pavilion or will be provided in writing to the guest. Guests are required to comply with these house rules.

Beach pavilion “De Zeemeeuw” reserves the right to terminate the provision of services to a guest at any time and without notice if the guest violates one or more house rules, whether repeatedly or not, or otherwise behaves in a manner that may or does disturb the order, tranquility, or normal operation of the beach pavilion. In such cases, beach pavilion “De Zeemeeuw” is entitled to terminate the hospitality agreement and shall not be liable for any compensation.

Beach pavilion “De Zeemeeuw” is entitled to require the guest and/or customer to accept a different (hall) space and/or terrace within or adjacent to the beach pavilion than originally agreed upon in the hospitality agreement, unless such a request is evidently unreasonable and unduly burdensome for the guest. In the latter case, the guest and/or customer has the right to immediately terminate the hospitality agreement related to this request, without affecting their obligations under other hospitality agreements. If beach pavilion “De Zeemeeuw” incurs cost savings by offering a different (hall) space and/or terrace than originally agreed upon, the guest and/or customer is entitled to the amount of that savings. Beyond this, beach pavilion “De Zeemeeuw” shall not be liable for any compensation.

CLAUSE 6

Cancellation of the catering agreement

The customer and/or guest is not entitled to cancel a hospitality agreement unless they simultaneously make an irrevocable offer to pay the amounts specified below. Every cancellation is deemed to include such an offer. This offer is considered accepted unless beach pavilion “De Zeemeeuw” promptly rejects it. Cancellation must be made in writing, by letter and/or fax, and must be dated. **No rights can be derived from a verbal cancellation.**

In the event of a no-show, the customer and/or guest is always required to pay the full reservation value.

If not all agreed (hall) space, terraces, meals, or activities are canceled, the provisions below apply pro rata to the canceled spaces, terraces, meals, or activities.
For group reservations, the following cancellation policy applies:

More than 6 months before the start date: No payment required.
More than 3 months before the start date: 10% of the reservation value.
More than 2 months before the start date: 15% of the reservation value.
More than 1 month before the start date: 35% of the reservation value.
More than 14 days before the start date: 60% of the reservation value.
More than 7 days before the start date: 85% of the reservation value.
7 days or less before the start date: 100% of the reservation value.

CLAUSE 7

Cancellation by the catering establisment

Beach pavilion “De Zeemeeuw” reserves the right to cancel a hospitality agreement at any time without being liable for any compensation if there is sufficient indication that the event to be held at the beach pavilion under the agreement has a significantly different nature than could reasonably be expected based on the customer’s announcement or the identity of the customer or guests. If beach pavilion “De Zeemeeuw” had been aware of the true nature of the event, it would not have entered into the agreement.

If beach pavilion “De Zeemeeuw” exercises this right after the event has already begun, both the customer and the guest remain obligated to pay the full reservation value of the hospitality agreement.

Beach pavilion “De Zeemeeuw” is also entitled to impose additional requirements regarding the course of the event. If adequate assurances are not provided, or if there are indications that these requirements will not be met, beach pavilion “De Zeemeeuw” remains entitled to cancel the hospitality agreement.

CLAUSE 8

Guarantee deposit and interim payment

Beach pavilion “De Zeemeeuw” may at any time require the customer to deposit or have deposited a security deposit into a bank and/or giro account designated by the beach pavilion, up to a maximum of the reservation value minus any interim payments already made. Received security deposits will be properly recorded, serve solely as security for beach pavilion “De Zeemeeuw,” and explicitly do not count as realized revenue.

Beach pavilion “De Zeemeeuw” is entitled to offset any amount owed by the customer, for any reason, against the deposited security deposit. Any remaining balance must be promptly refunded to the customer by beach pavilion “De Zeemeeuw.”

CLAUSE 9

Turnover guarantee

If a turnover guarantee has been provided, the customer is obligated to pay the hospitality business at least the amount specified in the turnover guarantee for the relevant hospitality agreement(s).

CLAUSE 10

Liability

Beach pavilion “De Zeemeeuw” is never liable for any damage suffered by the customer, the guest, and/or third parties unless the damage is the direct result of intent or gross negligence on the part of beach pavilion “De Zeemeeuw.” This exclusion of liability specifically applies to damages resulting from the consumption of food and beverages prepared or served by the beach pavilion, as well as damages caused by IT or automation issues.

Under no circumstances is the hospitality business required to pay compensation exceeding:
1. The reservation value, or if higher:
2a. The amount paid to the hospitality business by its insurer for the damage in question, or;
2b. The compensation received from another third party regarding the damage.

Beach pavilion “De Zeemeeuw” is not liable for damage, loss, or theft of property and is therefore not obligated to pay any compensation in connection with such incidents. This also applies to items placed in safekeeping and to goods stored inside other items belonging to the guest, whether or not those items were entrusted to the pavilion for safekeeping.

The customer, the guest, and any accompanying persons are jointly and severally liable for all damages incurred by beach pavilion “De Zeemeeuw” and/or any third party as a direct or indirect result of non-performance (breach of contract), including but not limited to violations of house rules and/or unlawful acts committed by the customer, guest, and/or their companions. They are also fully liable for any damage caused by any animal, substance, or item they own or that is under their supervision.
The customer (not being a natural person acting in the course of a profession or business) fully indemnifies beach pavilion “De Zeemeeuw” against any claims, of any kind, that the guest and/or any third party may bring against the beach pavilion, insofar as such claims can be broadly related to any (hospitality) service that the hospitality business was required to provide or has provided under a hospitality agreement with the customer, or to the accommodation in which such (hospitality) service was provided or was to be provided. This indemnification obligation also applies if the hospitality agreement with the customer and/or the guest is wholly or partially dissolved for any reason.

CLAUSE 11

Settlement and payment

If a reservation is confirmed, the customer is obligated to make a down payment of 25% of the provisional amount owed to beach pavilion “De Zeemeeuw” **no later than 14 days after the invoice date.** The customer is also required to settle the remaining balance of the provisional invoice **no later than 1 month before the arrival/reserved date.** Once the down payment is made, the booking is considered final. If the payment deadlines are exceeded, the customer will receive a reminder. If there is no response to the reminder, the reservation will be canceled.
For arrangements booked 8 weeks or less before arrival, the full amount must be paid at once.

If the required advance payment is not made on time, beach pavilion “De Zeemeeuw” is free to offer the (hall) space and/or room(s) and/or grounds and/or services to third parties.

Reduction of the number of people can be communicated free of charge up to 1 week in advance, but with a maximum margin of 10% of the number of people specified on the reservation form. The minimum number required for the relevant arrangement, as stated on the website, must still be met unless otherwise agreed in writing. The final number must be provided in writing or by email. Only the number given in writing or by email can be relied upon by the customer and/or guest.
If, after the submission by beach pavilion “De Zeemeeuw” and the payment of the initial invoices (25% and 75% of the reservation value), the customer and/or guest is entitled to a refund based on a reduced number of guests or a cheaper arrangement booked at a later stage, the amount will be refunded within 1 month to the customer and/or guest’s bank account.

Increase in the number of guests can be communicated up to 1 day in advance.
If, after submission by beach pavilion “De Zeemeeuw” and payment of the initial invoices (25% and 75% of the reservation value), there are additional costs due to an increase in the number of guests and/or a more expensive arrangement chosen by the customer and/or guest, these costs will be settled on the reserved date through cash or card payment at the beach pavilion unless otherwise agreed in writing.

All invoices, including those related to cancellations or no-shows, are due from the customer and/or guest at the time they are presented in person or within the period specified on the respective invoice. If payment other than cash is agreed, all invoices, regardless of the amount, must be paid by the customer and/or guest within 14 days of the invoice date to beach pavilion “De Zeemeeuw.”

When an invoice is issued for an amount less than €150, beach pavilion “De Zeemeeuw” will charge an additional €15 administrative fee. The provisions in this article apply to that amount as well.

The guest and the customer are jointly liable for all amounts owed to beach pavilion “De Zeemeeuw” by either or both of them, under any circumstances. Neither party can invoke any right of setoff. Unless otherwise agreed, the hospitality agreements are considered to be concluded on behalf of the guest. By appearing at the event, the guest acknowledges that the customer had the authority to represent them when concluding the respective hospitality agreement.

As long as the guest and/or customer has not fully met all obligations to beach pavilion “De Zeemeeuw,” the pavilion is entitled to retain any goods brought by the guest and/or customer until all obligations are satisfactorily fulfilled. In addition to a right of retention, beach pavilion “De Zeemeeuw” may have a lien on the relevant goods.

If payment other than in cash has been agreed, all invoices, regardless of the amount, must be paid by the customer within 14 days of the invoice date. If an invoice is sent, beach pavilion "De Zeemeeuw" is always entitled to charge a credit limit surcharge of 2% of the invoice amount, which will be waived if the customer settles the invoice within 14 days.

If payment is not made on time, the customer will be in default without the need for any formal notice of default. If the customer is in default, they must reimburse beach pavilion "De Zeemeeuw" for all collection costs, both judicial and extrajudicial. Extrajudicial collection costs are set at a minimum of 15% of the principal amount owed, with a minimum of €100, plus applicable VAT. Additionally, if the customer is in default, they will owe interest at a rate 2% above the statutory interest rate. A partial month will be considered a full month in the calculation of the interest owed.
If beach pavilion "De Zeemeeuw" holds goods belonging to the customer and the customer remains in default for three months, the pavilion has the right to sell the goods publicly or privately and recover the proceeds. The costs associated with the sale will also be borne by the customer, and beach pavilion "De Zeemeeuw" may also recover those costs from the sale proceeds. Any remaining amount after the recovery will be paid to the customer.

All payments will be applied to reduce the customer's debt to beach pavilion "De Zeemeeuw" in the following order:
1. Execution costs;
2. Judicial and extrajudicial collection costs;
3. Interest;
4. Damages;
5. Principal amount.

Payments must be made in euros. Beach pavilion "De Zeemeeuw" is never obliged to accept checks, credit cards, or other such payment methods and may impose conditions on the acceptance of these payment methods. The same applies to other payment methods not mentioned here. Additionally, bills greater than €50 do not have to be accepted.

C L A U S E 1 2

Force majeure

12.1 If force majeure occurs, making it impossible or difficult for beach pavilion "De Zeemeeuw" to fulfill the hospitality agreement, this failure will not be attributable to the pavilion. Force majeure includes any expected or unforeseen, foreseeable or unforeseeable circumstance that significantly impairs or prevents the execution of the agreement.

12.2 These circumstances also include those involving persons, services, or institutions that beach pavilion "De Zeemeeuw" relies on for the execution of the hospitality agreement, as well as any circumstances that may be considered force majeure or suspensive or dissolving conditions, including breach of contract by these third parties.

12.3 If either party to the hospitality agreement is unable to meet any of their obligations under the agreement, they must notify the other party as soon as possible.

12.4 In the event of force majeure, the parties examine in joint consultation and within reason whether the hospitality agreement can be suspended or can be adjusted to the new situation, e.g. by changing and/or moving the hospitality agreement. Cost reductions and/or cost increases as a result of the aforementioned adjustments are fully at the risk and expense of the customer.

C L A U S E 1 3

Applicable law and disputes

The closed hospitality agreements are exclusively governed by Dutch law.