

General Terms and Conditions of VDL Kasteel Wolfrath B.V. – 2019

These Terms and Conditions of VDL Kasteel Wolfrath B.V. are also referred to as “GTCKW” and can also be consulted via:
www.vdlkasteelwolfrath.nl

Article 1 Definitions

The following terms in the GTCKW and in the offers and Agreements to which the GTCKW apply, mean the following:

1.1 Cancellation

The written notice to the Castle by the Customer stating that it will no longer make use of one or more of the agreed services in full or in part, or the written notice to the Customer by the Castle that one or more of the agreed services will no longer be provided in full or in part.

1.2 Guest

The natural person(s) entitled to one or more services based on an Agreement entered into with the Customer. Wherever the GTCKW 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 meant.

1.3 Provision of Hospitality Service(s)

The provision of accommodation and/or food and/or drink and/or the supplying of halls and/or rooms and/or grounds by the Castle, all these with all the associated work and services, and all in the broadest sense of the word.

1.4 Individual

Every person, being a Guest or Customer, who does not form part of a Group according to the above-mentioned definition.

1.5 Group

A group of six or more Guests entitled to services to be provided by the Castle on the basis of one or more Agreements which can be regarded as related.

1.6 Castle

VDL Kasteel Wolfrath B.V. The natural person or legal entity or partnership which is in the business of providing Hospitality Service(s).

1.7 Chatelain(e) of the Castle

The individual representing the Castle in entering into and performing Agreements.

1.8 Customer

The natural person or legal entity or partnership which has entered into an Agreement with the Castle.

1.9 Corkage and kitchen fees

The amount charged for the consumption of drinks or food on the premises of the Castle but not provided by the Castle.

1.10 No-show

The failure of a Guest, without prior Cancellation, to make use of a service or reservation to be provided on the basis of an Agreement.

1.11 Turnover guarantee

A written statement by the Customer that the Castle will at least achieve a certain turnover amount relating to one or more Agreements.

1.12 Agreement

An agreement between the Castle and a Customer involving one or more services to be provided by the Castle at a price to be paid by the Customer. The term Reservation or

Booking is sometimes used instead of the term Agreement.

1.13 Reservation Value

The value of the Agreement, which is equal to the total expected turnover of the Castle, including any tourist tax and VAT relating to an Agreement entered into with a Customer, which expected turnover is based on the averages applicable to the Castle.

Article 2 Applicability

2.1 With the exclusion of all other general terms and conditions, the GTCWK apply to the formation and content of all Agreements, as well as to all offers relating to the formation of these Agreements. If other general terms and conditions apply additionally, the GTCKW will prevail in the event of a conflict.

2.2 Deviating from the GTCKW is only possible in writing and from case to case.

2.3 The GTCKW also serve all natural persons and legal entities that the Castle uses or has used when entering into and/or performing an Agreement or another Agreement or when running the Castle.

Article 3 Formation of Agreements

3.1 The Castle can at any time refuse to enter into an Agreement for any reason whatsoever, unless such a refusal occurs solely on one or more grounds that have been qualified as discrimination in Section 429c of the Dutch Penal Code.

3.2 All offers made by the Castle relating to the formation of an Agreement are without obligation and subject to the reservation "while supplies (or capacity) last". If the Castle invokes the above-mentioned reservation within a reasonable period of time after acceptance by the Customer, the intended Agreement is deemed not to have been incorporated.

3.3 An Agreement for (a) Guest(s) entered into by intermediaries (travel agencies, Online Travel Agents and other events organisation companies, etc.), whether or not entered into in the name of their customer(s), are deemed to be partly at the expense and risk of these intermediaries. The Castle does not owe any commission, whatever its name, to intermediaries, unless explicitly agreed otherwise in writing. The Guest(s) and the intermediary or intermediaries are jointly and severally liable for payment of the amount due.

Article 4 Option right

4.1 An option right is the right of a Customer to unilaterally establish the Agreement by the mere acceptance of a valid offer from the Castle.

4.2 An option right can only be granted in writing. An option right can be agreed for a definite or indefinite period of time. The option right expires if the option holder has indicated that he does not want to use the option right or if the specified term has expired without the option holder having indicated that he wants to use the option right.

4.3 An option right cannot be revoked by the Castle, unless another potential Customer makes an offer to the Castle to enter into an Agreement relating to all or part of the optionally available services. In such a case, the option holder must be informed of this offer by the Castle, after which the option holder must indicate whether or not he wishes to use the option right within a period to be specified by the Castle. If the option holder does not indicate within the specified period that he wishes to use the option right, the option right will expire.

Article 5 General rights and obligations of the Castle

5.1 The Castle is, without prejudice to the provisions of the following articles, obliged, by virtue of the Agreement, to provide the agreed

services at the agreed times in a manner customary in the Castle.

5.2 The Castle is entitled to terminate the provision of services to a Guest at any time if the Guest violates the house rules and/or rules of conduct, or otherwise behaves in such a way that order and peace in the Castle and/or the normal running thereof is disturbed. The guest must then leave the Castle upon demand. If the Customer fails to comply with his obligations toward the Castle in any other way and for whatever reason, the Castle will be entitled to suspend the provision of service. The Castle may only exercise these powers if the nature and seriousness of the violations committed by the Guest give sufficient reason to do so in the reasonable judgement of the chatelain(e).

5.3 The Castle is entitled, after consultation with the competent authority on site, to dissolve the Agreement due to a well-founded fear of disturbance of public order. If the Castle uses this power, the Castle will not be obliged to pay any compensation to the Customer.

5.4 The Castle is not obliged to receive and/or store any goods of the Customer. The foregoing means that the Castle is not responsible and/or liable for damage to, loss or theft of any property of the Guest, which the Castle refuses to accept and/or to store.

5.5 If the Castle charges any amount to the Guest for receiving and/or keeping goods in custody, the Castle must pay attention to those goods with due care and diligence, without prejudice to the provisions of Article 12.

5.6 The Castle is not obliged to admit any pet belonging to the Guest and may attach conditions to the admission. Legal regulations apply to the admission of assistance dogs, including the exceptions specified therein.

Article 6: General obligations of the Guest

6.1 The Guest is obliged to abide by the house rules and the rules of conduct applicable in the

Castle and to follow the reasonable instructions of the Chatelain(e). The Castle must disclose the house rules and rules of conduct in a clearly observable place or provide them in writing. Reasonable instructions may be given orally.

6.2 The Guest is obliged to cooperate with reasonable requests from the Castle in the context of its legal obligations regarding safety, identification, food safety/hygiene and limiting nuisance.

Article 7 Reservation

7.1 If the Guest has not arrived within half an hour after the reserved point in time, the Castle may consider the reservation cancelled, without prejudice to the provisions of Article 9.

7.2 The Castle may attach conditions to the reservation.

Article 8 Services consisting of the provision of accommodation and/or (hall) rooms and/or grounds

8.1 If accommodation is reserved, the Castle will communicate in advance the time that the accommodation will be available to the Guest and the time the Guest should check out.

8.2 Unless otherwise agreed, the Castle will be entitled to consider the reservation for accommodation as cancelled when the Guest has not checked in with the Castle on the first reservation day before 18.00 hrs, or if the Guest has not let the Castle know that he will arrive later and the Castle has not objected to this. The above applies without prejudice to the provision of Article 9.

8.3 The Castle is entitled to require the Guest to accept another, equivalent accommodation or hall or room and/or grounds than should be made available according to the Agreement. The Guest may refuse this alternative. In the latter case, the Guest will be entitled to terminate the Agreement to which the Castle's request is related with immediate effect,

without prejudice to its obligations under other Agreements.

Article 9 Cancellations

9.1 Cancellation by Customers, general

9.1.1 The Customer is entitled to cancel an Agreement against payment of the cancellation costs. If a Customer does not arrive within half an hour after the agreed time, the Customer is deemed to have cancelled and will have to pay the cancellation costs. If the Customer still arrives after half an hour after the agreed time (or later), the Castle can invoke these cancellation costs or still perform the Agreement and demand the Customer to fulfil its obligations under the Agreement.

9.1.2 The Castle may declare that it will regard certain Individuals as a Group within one month prior to the first service to be provided to the Customer under the Agreement in question. All provisions applicable to Groups will also apply to those individuals.

9.1.3 The provisions of Articles 13.1 and 14.4 will also apply to Cancellations.

9.1.4 In the event of No-Show, the Customer is in all cases obliged to pay the Reservation Fee.

9.1.5 If not all agreed Services are cancelled, the provisions below will apply pro rata to the cancelled services.

9.2 Cancellation of a service consisting of the provision of accommodation including breakfast or not.

9.2.1 Individuals

If a reservation for accommodation only - with our without breakfast and/or dinner - is made for one or more individuals, the following percentages of the Reservation Fee to be paid to the Castle by the Customer will apply (unless otherwise agreed in writing);

On cancellation:

- More than 1 month before the commencement date, 0%
- More than 14 days before the commencement date, 15%
- More than 7 days before the commencement date, 35%
- More than 3 days before the commencement date, 60%
- More than 24 hours before the commencement date, 85%
- 24 hours or less before the commencement date, 100%

9.2.2 Groups

If a reservation for accommodation only - with our without breakfast and/or dinner - is made for a Group, the following will apply when the Reservation in question is Cancelled (unless otherwise agreed in writing).

In the event of Cancellation before the date that the first service is to be provided pursuant to the Agreement, to be further referred to as: "the commencement date", the Customer must pay the following percentages of the Reservation Fee to be paid by the Customer on Cancellation to the Castle:

- More than 3 months before the commencement date, 0%
- More than 2 months before the commencement date, 15%
- More than 1 month before the commencement date, 35%
- More than 14 days before the commencement date, 60%
- More than 7 days before the commencement date, 85%
- 7 days or less before the commencement date, 100%

9.3 Cancellation of a service consisting of the provision of food and/or drink.

9.3.1 Groups

When a reservation for a service consisting of the provision of food and/or drink only is made

(table reservation) for a Group, the following percentages of the Reservation Fee to be paid to the Castle by the Customer will apply in the event of Cancellation:

1. If an arrangement has been agreed:

- More than 14 days before the reserved point in time, 15%
- 14 days or less but more than 7 days before the reserved point in time, 35%
- 7 days or less before the reserved point in time, 60%
- 3 days or less before the reserved point in time, 85%
- 24 hours or less before the reserved point in time, 100%

2. If no arrangement has been agreed:

More than 48 hours before the reserved point in time, 0%

48 hours or less before the reserved point in time, 50%

9.4 Cancellation of other Agreements

9.4.1 In the event of cancellation of all reservations under Articles 9.2 and 9.3, the following Reservation Fee to be paid to the Castle by the Customer in the event of Cancellation will apply:

9.4.2 If a reservation is made for a Group, the following will apply in the event of Cancellation:

- More than 6 months before the reserved point in time, 0%
- More than 3 months before the reserved point in time, 10%
- More than 2 months before the reserved point in time, 15%
- More than 1 month before the reserved point in time, 35%
- More than 14 days before the reserved point in time, 60%
- More than 7 days before the reserved point in time, 85%

- 7 days or less before the reserved point in time, 100%

9.4.3 If a reservation is made for a one or more individuals, the following will apply in the event of Cancellation:

- More than 1 month before the reserved point in time, 0%
- More than 14 days before the point in time referred to, 15%
- More than 7 days before the point in time referred to, 35%
- More than 3 days before the point in time referred to, 60%
- More than 24 hours before the point in time referred to, 85%
- 24 hours or less before the point in time referred to, 100%

9.5 Cancellation by the Castle

9.5.1 The Castle is entitled to cancel an Agreement subject to the following provisions, unless otherwise agreed.

9.5.2 If the Castle cancels a service for the provision of food and drink, Articles 9.1.1 and 9.3.1. will apply mutatis mutandis; this is vice versa applicable to the Customer.

9.5.3 If the Castle cancels any other Agreement than referred to in Article 9.5.2, the Articles 9.1.1 and 9.2.1. will apply mutatis mutandis; this is vice versa applicable to the Customer.

9.5.4 The Castle is at all times entitled to cancel an Agreement without being obliged to pay the above-mentioned amounts, if there are sufficient indications that the meetings to be held in the Castle on the basis of the Agreement in question has such a different character than was to be expected on the basis of the Customer's communications or the capacity of the Customer or the Guests that the Castle would not have entered into the Agreement if it had been aware of the actual nature of the meeting. If the Castle makes use

of its authority after the meeting in question has started, the Customer will be held to pay for the services rendered until that period in time, but its obligation to pay will not apply to the remainder. The reimbursement for the services rendered will be calculated in proportion to time, where relevant.

9.5.5 The Castle is entitled to lay down further requirements with regard to the course of the meeting in question instead of exercising its authority as referred to in Article 9.5.4. If there are sufficient indications that these requirements are not or will not be complied with, the Castle will still be entitled to exercise the authority referred to in Article 9.5.4.

9.5.6 If and insofar as the Castle also acts as a tour operator within the meaning of the law, the following will apply to travel contracts within the meaning of the law. The Castle may change the travel contract on a substantial point due to serious circumstances, which were immediately communicated to the traveller. The Castle may also change the travel contract other than on a substantial point due to serious circumstances, which were immediately communicated to the traveller. The Castle is permitted to increase the travel sum up to twenty days before the start of the trip in connection with changes to transport costs, including fuel costs, levies to be paid or exchange rates applicable. If the traveller rejects a change as referred to above, the Castle may cancel the travel contract.

Article 10 Deposit and interim payment

10.1 The Castle may require the Customer to lodge a deposit with the Castle. Deposits received are properly administered, serve exclusively as security for the Castle and explicitly do not count as turnover to be achieved. To provide greater security to the Castle, the Castle may require the Customer to render cooperation in providing the required information, including making a print or copy of the Customer's credit card, in order to secure

the deposit and the option to enforce security as much as possible.

10.2 The Castle may at all times demand interim payment for the services already provided.

10.3 The Castle may recover the amount deposited pursuant to the above-mentioned provisions relating to all that the Customer owes the Castle for whatever reason. The surplus must be repaid to the Customer by the Castle with immediate effect.

Article 11 Turnover guarantee

If a turnover guarantee has been issued, the Customer will be obliged to pay at least the amount specified in the turnover guarantee to the Castle with regard to the Agreement in question.

Article 12 Liability of the Castle

12.1 The Castle is liable vis-à-vis the Guest for any damage resulting from a shortcoming by the Castle in the performance of the Agreement, unless that shortcoming cannot be attributed to the Castle or to persons whose assistance was used by the Castle in the performance of the Agreement.

12.2 Without prejudice to the provisions of Article 5.5, the Castle will not be liable for damage to or loss of goods inflicted to the Castle by a Guest who has taken up residence there. The Customer will indemnify the Castle against any claims made by Guests in this respect. These provisions do not apply insofar as the damage or the loss is due to intent or gross negligence on the part of the Castle.

12.3 The Castle is not liable for damage to or by the Guest's vehicles, except if and insofar as the damage is the direct result of intent or gross negligence on the part of the Castle.

12.4 The Castle is not liable for any damage caused directly or indirectly to a person or object as a direct or indirect result of any

defect or condition or circumstance in or on movable or immovable property of which the Castle is the holder, leaseholder, tenant or owner or which is otherwise available to the Castle, except and insofar as the damage is the direct result of intent or gross negligence on the part of the Castle.

12.5 The Castle's liability is limited to the maximum amount of I) the amount to be paid by the Castle's (liability) insurer, where relevant, and II) the Reservation Fee that can reasonably be insured. This limit does not apply to damage caused by recklessness, gross negligence or default.

12.6 If damage occurs to the goods deposited by the Guest - for which a fee as referred to in Article 5.5 is charged - the Castle is obliged to compensate the damage to these goods as a result of damage or loss. No compensation for damages is due for other goods contained in the goods that were issued.

12.7 If the Castle takes receipt of goods or if goods are deposited, stored and/or left behind by anyone in any way whatsoever, without the Castle charging a fee for this, the Castle will not be liable for damage to or in connection with those goods in whatever way arisen, unless the Castle caused this damage intentionally, or if the damage is the result of intent or gross negligence on the part of the Castle. The Castle cannot be held responsible to pay the damages of goods present, deposited, stored or left behind in any case, irrespective of whether the Castle charges any fee for this.

Article 13 Liability of the Guest and/or Customer

13.1 The Customer and the Guest and those accompanying him or her are jointly and severally liable for any damage that has arisen or will arise for the Castle and/or any third party as a direct or indirect result of an attributable shortcoming and/or unlawful act, including violation of the house rules,

committed by the Customer and/or the Guest and/or those who accompany him, as well as for all damage caused by animals and/or goods held or supervised by them.

Article 14 Settlement and payment

14.1 The Customer owes the price agreed in the Agreement. Prices are stated in lists displayed by the company in a place that is visible to the Guest or have been included in a list that is handed to the Customer, if necessary at their request, or that is accessible to the Customer via digital sources. A list is deemed to have been made visible to the Customer if it is visible in areas that are normally accessible in the Castle.

14.2 The Castle may charge an additional fee for special services, such as the use of a cloakroom, garage, safe, laundry or dry cleaning, telephone, internet, WiFi, room service, television rental and the like.

14.3 All invoices, including cancellation or no-show invoices, must be paid by the Customer at the time they are presented to them. Customer must arrange for cash payment or payment by bank or giro, unless otherwise agreed.

14.4 The Guest and Customer are jointly and severally liable for all amounts owed by one or both of them to the Castle for whatever reason. Agreements are deemed to be entered into on behalf of each Guest, unless otherwise provided. By appearing, the Guest indicate that the Customer was authorised to represent him when entering into the Agreement in question.

14.5 As long as the Customer has not fully complied with all his obligations towards the Castle, the Castle will be entitled to take possession of all goods brought into the Castle by the Customer until the Customer has complied with all its obligations towards the Castle to the full satisfaction of the Castle. In addition to a right of retention the Castle may

also be entitled to a right of pledge to the relevant goods, where relevant.

14.6 If payment other than cash payment has been agreed, all invoices, irrespective of their amounts, must be paid to the Castle by the Customer, within fourteen days after the invoice date. If sending an invoice, the Castle is authorised to charge a late payment surcharge of 2% on top of the invoice amount, which will lapse if the Customer pays the invoice within fourteen days.

14.7 If and insofar as payment is not made in time, the Customer will be in default without any notice of default being required. Only if the customer is a natural person (consumer), the Castle will, if payment is not made, send a notice of default requesting for payment within a term of at least 14 days.

14.8 If the Customer is in default, it must reimburse all collection costs. The extrajudicial collection costs will be charged in accordance with the law.

14.9 If the Castle has goods as referred to in Article 14.5 in its possession and the Customer whom has given the goods in possession to the Castle has remained in default for over three months, the Castle will be entitled to sell these goods publicly or privately and to recover those costs from the proceeds thereof. The costs associated with the sale will also be borne by the Customer and the Castle may also recover the costs from the proceeds of the sale. What remains after recovery by the Castle will be paid to the Customer.

14.10 Every payment, irrespective of any note or comment made by the Customer upon payment, will go to reduce the Customer's debt to the Castle in the following order:

- Costs of execution
- Judicial and extrajudicial collection costs
- Interest
- Damage
- Principal

14.11 Payment will be made in euros. If the Castle accepts foreign payment methods, the market rate applicable at the time of payment will apply. Additionally, the Castle may charge an amount that corresponds with 10% of the amount offered in foreign currency at most by way of administration costs. The Castle can accomplish this by adjusting the current market rate to 10% at most.

14.2 The Castle will never be obliged to accept non-cash means of payment and may attach conditions to the acceptance of such other means of payment.

Article 15 Force majeure

15.1 Force majeure on the part of the Castle, as a result of which a resulting shortcoming cannot be attributed to the Castle, includes any anticipated or unforeseen, foreseeable or unforeseeable circumstance that hinders the Castle in performing the Agreement to such extent that it becomes impossible or onerous to perform the Agreement.

15.2 If one of the parties to an Agreement is unable to comply with any obligation under that Agreement, it will be obliged to inform the other party thereof as soon as possible.

Article 16 Lost property

16.1 Object lost or left behind in the Castle's building and appurtenances, which were found by the Guest, must be returned to the Castle as soon as possible.

16.2 The Castle will acquire ownership of objects, which were not reported as lost to the Castle within one year of submission thereof,

16.3 If the Castle sends objects left behind by the Guest to the Guest, this will be entirely at the Guest's expense and risk. The Castle is never obliged to forward the Goods.

Article 17 Corkage and kitchen fees

17.1 The Castle may prohibit Guests from consuming food and/ or drinks that they have brought into the Castle themselves, including on the terrace. If the Castle permits the consumption of food and/or drinks brought in by Guests, the Castle may attach conditions to this, including charging corkage and/or kitchen fees.

17.2 The amounts referred to in Article 17.1 will be agreed in advance or, in the absence of prior Agreement, reasonably determined by the Castle.

Article 18 Governing law and disputes

18.1 This Agreement is exclusively governed by Dutch law.

18.2 In the event of a dispute between the Castle and a Customer (not being a natural person who is not acting in the course of a profession or business), the competent court in

the Castle's domicile will have exclusive jurisdiction, unless another court has jurisdiction pursuant to mandatory statutory provisions, without prejudice to the Castle's jurisdiction, to have the dispute resolved by the court who would have jurisdiction in the absence of this clause.

18.3 All Customer's claims will expire after one year after the inception of the claim.

18.4 The invalidity of one or more of the clauses in these General Terms and Conditions will not affect the validity of any other clauses. If a clause in these General Terms and Conditions is found to be invalid for any reason, then the parties are assumed to have agreed a valid replacement clause which comes as close as possible to the meaning and scope of the invalid clause.