

TERMS AND CONDITIONS & CANCELLATION POLICY

AVANI - VOMZ HOLDING BV



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General Terms and Conditions and Cancellation Policy

AVANI – VOMZ Holding BV

When you rent a space, the entire building, a yurt, or the sweat lodge from us, we find it important that the agreements about this are clear. Many of these things are self-evident and probably familiar to you. But please go through them thoroughly; it is nice to be sure that we understand each other well.

Renting AVANI is done through the entity VOMZ Holding BV. VOMZ is the (legal) owner of AVANI. Contracts and invoices for the rental of locations will therefore be sent from VOMZ Holding. In this document, we refer to AVANI and the AVANI locations.

Retreats offered by AVANI are invoiced from AVANI to the participant.

1. APPLICATION

1.1 These General Terms and Conditions apply to all contracts, offers, reservations, and agreements related to our locations rented out by AVANI, as well as to all other services and products provided by AVANI, which are part of the address 't Hoog 3 in Helvoirt. This includes the yurts, sweat lodge, tipi, camping site, outdoor area, and the main building.

1.2 In the General Terms and Conditions, the term 'Tenant' refers to the natural or legal person who enters into an agreement with AVANI regarding the rental/use of a location and the provision of services.

'Guests' – The tenant and the persons who will (or will) use the location rented by the tenant and/or other facilities and services of AVANI.

'Option' – Valid until the moment AVANI requires a decision from the client about canceling the option or converting it into a reservation.

'Reservation' – A reservation sent by AVANI is considered proof of a definitive booking and upon (partial) cancellation, the reservation conditions immediately come into effect.

1.3 Agreements that deviate from these General Terms and Conditions are only valid if agreed upon in writing.

2. RESERVATIONS

2.1 AVANI reserves the right to refuse reservations, particularly group reservations, without stating reasons or to attach special conditions to them. We especially find it important that the reservations are in line with our philosophy. For more information, please read our website www.avani.nl

2.2 If you have not received a deposit invoice within 10 days after making the reservation, you should immediately contact the location management via info@avani.nl, failing which no claim can be made on the reservation.

2.3 An agreement between you and AVANI is established when you place your reservation with AVANI and the reservation is accepted (in writing) by AVANI. If you do not make any changes

within 3 days after acceptance by AVANI, AVANI may assume that the agreement has been established.

2.4 If a duration is agreed upon at the time of reservation, this duration may be exceeded by a maximum of half an hour without additional costs for the tenant. After that, the tenant owes AVANI extra costs for this extension.

3. CHANGES TO THE AGREEMENT

3.1 If you wish to make changes to the agreement and/or reservation after its establishment, AVANI is not obliged to accept these changes. It is at AVANI's discretion to determine whether and to what extent these changes are accepted. If AVANI accepts your changes, AVANI may charge you change fees.

3.2 If AVANI incurs additional costs due to special requests (such as different setups at the locations), these will be charged in line with article 2.5.

4. SUBSTITUTION

4.1 It is not allowed for AVANI, the tenant, and other guests to transfer the accommodation to others under any name and for any reason other than the persons mentioned in the agreement, unless otherwise agreed in writing with AVANI.

4.2 If you and AVANI agree that you and/or one or more guests are to be replaced, you remain jointly and severally liable, along with the client and/or guests replacing you and/or other guests, to AVANI for the payment of the remaining portion of the rental amount, change fees (see article 3.1), any extra costs due to the replacement, and any cancellation fees.

5. PRICES

You owe AVANI the agreed rental price and the price of other services/products taken, as stated in the written confirmation (also invoice) of the reservation.

The prices are described in 'AVANI Price Quote' or 'AVANI Prices'.

6. PAYMENTS

6.1 Payments must be made within 14 days of the invoice date upon receipt of the invoice.

6.2 AVANI always has the right to offset claims against you from any source with amounts paid by you from any source.

6.3 If the invoiced amounts are not paid on time, you are in default immediately after the payment term expires.

6.4 Special rental conditions

6.4.1 In case of a reservation of one or more locations for consecutive days or a day with consecutive accommodation (multi-day or retreat) or a reservation for (larger) events, you must pay a deposit of 30% of the agreed rental price.

6.4.2 Deviations from article 6.4.1 are only possible if agreed upon in writing with AVANI.

6.4.3 If the invoiced amounts are not paid on time, you are immediately in default after the term for payment expires, and AVANI has the right to terminate (cancel) the agreement with immediate effect, without prejudice to its right to compensation for all damage AVANI suffers or will suffer as a result, including all costs incurred by AVANI in connection with your reservation and the termination. AVANI is in any case entitled to charge cancellation costs per accommodation. In that case, the provisions of article 12 apply.

6.4.4 If an external chef or other staff members are used – after consultation with AVANI – separate (price) agreements will be made.

6.5 For larger events, AVANI may have additional payment conditions.

7. ARRIVAL AND DEPARTURE

7.1 AVANI reserves the right to assign you a different location.

7.2 The rented accommodation can be accessed on the agreed day of arrival as stated in the reservation confirmation. Specifically:

1 day + night = check-in at 9:00 AM and check-out at 11:00 AM
2 days + 1 night = check-in at 9:00 AM and check-out at 5:00 PM
2 days + 2 nights = check-in at 9:00 AM and check-out at 11:00 AM
3 days + 2 nights = check-in at 9:00 AM and check-out at 5:00 PM
3 days + 2 nights = check-in at 9:00 AM and check-out at 11:00 AM
4 days + 3 nights = check-in at 9:00 AM and check-out at 5:00 PM
4 days + 4 nights = check-in at 9:00 AM and check-out at 11:00 AM
5 days + 4 nights = check-in at 9:00 AM and check-out at 5:00 PM
5 days + 5 nights = check-in at 9:00 AM and check-out at 11:00 AM

7.3 If you wish to continue the agreement with AVANI for longer than the agreed duration and AVANI agrees, AVANI is always entitled to assign a different accommodation. The costs incurred for this are for the tenant's account.

7.4 In case of less and/or shorter use of the accommodation and/or other facilities than stated on the reservation confirmation, the tenant has no right to a refund of (part of) the rental price and/or costs.

8. REGULATIONS

8.1 All guests must adhere to the rules set by AVANI, laid down in the House Rules. You can find this regulation in the information folder in the accommodation. When you and/or participants are on the AVANI premises, AVANI's terms and conditions apply. These can be found on www.avani.nl.

8.2 The accommodation may only be inhabited by the maximum number of persons stated in the reservation.

8.3 For safety reasons, it is not allowed to place tents at the accommodation unless explicit agreements have been made about this during the reservation. Additional costs may be charged for this.

8.4 The tenant must leave the accommodation broom clean. See also the document in the information folder in the accommodation.

8.5 If the tenant uses the kitchen, it must be left broom clean. This means no dirty dishes left behind, kitchen, fridge, oven cleaned, and garbage bag placed in the container. You must have cleaned and stored the crockery in the drawers and cabinets where the crockery belongs. Dishwashers must be clean and empty when the tenant leaves the accommodation.

8.6 If the rules included in these General Terms and Conditions, the House Rules, and/or failure to follow staff instructions are violated, AVANI has the right to access an accommodation and/or remove you and any other users from the premises immediately, without refund of the rental amount or part thereof and/or the right to any other compensation.

8.7 Use of barbecue and/or fire pits is possible on AVANI's premises, using the pits or designated fire areas.

8.8 If you do not follow the staff's instructions in the event of any nuisance, AVANI has the right to remove you, the tenant, and any other users from the premises immediately, without refund of the rental amount or part thereof and/or the right to any other compensation.

8.9 AVANI's accommodations and covered facilities are smoke-free. If a tenant/user violates this smoking ban, AVANI is entitled to charge a directly payable fine of € 200, without notice of default, and without prejudice to AVANI's right to compensation for damage suffered and/or to be suffered as a result.

9. PETS

Pets are not allowed at AVANI unless otherwise agreed.

10. USE OF ACCOMMODATION; INVENTORY

10.1 The tenant and guests are jointly and severally liable for orderly conduct in and around the rented accommodation or elsewhere on the AVANI site, use of the accommodation, and the equipment and inventory therein.

10.2 Additionally, the tenant

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10. USE OF ACCOMMODATION; INVENTORY

10.1 The tenant and guests are jointly and severally liable for orderly conduct in and around the rented accommodation or elsewhere on the AVANI site, use of the accommodation, and the equipment and inventory therein.

10.2 Additionally, the tenant and those accompanying the tenant are always jointly and severally liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation. Any damage must be reported immediately by the tenant to the AVANI administration and paid for on the spot, unless the tenant can prove that the damage was not caused by the fault of themselves, other guests, or any members of their group.

11. OPTION PERIOD

11.1 At the request of the client, AVANI can place an option for the rental of a location with possible accommodation and desired additional workshops and activities.

11.2 An option is valid for a maximum of 1 month after booking, after which it automatically expires unless the client has converted it into a reservation.

11.3 An option where the start date is within 3 months of placing the option automatically expires 1 month before the start of the event/activity unless the client converts the option into a reservation.

11.4 For requests where the start date is within 1 month of placing the option, a proposal is made for the client with a validity of 1 week, after which it automatically expires unless the client converts the option into a reservation.

11.5 A last-minute request where the start date is within 1 week is only accepted by AVANI if it is immediately booked as a reservation.

11.6 If another interested party wants to book for exactly the same time, the client has one week to decide whether to convert the option into a reservation or to decline.

12. CANCELLATIONS

12.1 In the case of a reservation for one or more locations for multiple consecutive days or a day with consecutive accommodation (multi-day or retreat) or a reservation for (larger) events, the following cancellation conditions apply:

12.1.1 If canceled up to 16 weeks before the start, 25% of the agreed price for all services taken.

12.1.2 If canceled within 16 weeks to 8 weeks before the start, 50% of the agreed price for all services taken.

12.1.3 If canceled within 8 weeks to 4 weeks before the start, 75% of the agreed price for all services taken.

12.1.4 If canceled less than 4 weeks before the start, the full agreed price for all services taken is due.

Cancellation conditions for all other meetings

12.2 For any reservation other than those mentioned in article 12.1, such as single-day or part-day reservations, the following cancellation conditions apply:

12.2.1 If canceled up to 24 weeks before the start, 10% of the agreed price for all services taken.

12.2.2 If canceled within 24 weeks to 16 weeks before the start, 25% of the agreed price for all services taken.

12.2.3 If canceled within 16 weeks to 8 weeks before the start, 50% of the agreed price for all services taken.

12.2.4 If canceled within 8 weeks to 4 weeks before the start, 75% of the agreed price for all services taken.

12.2.5 If canceled less than 4 weeks before the start, the full agreed price for all services taken is due.

Exceptions

12.3.1 When the KNMI (Royal Netherlands Meteorological Institute) issues a code red warning for the Helvoirt region, AVANI will contact the tenant. AVANI offers the possibility to reschedule the reservation free of charge to a date within six months. If no alternative is found and the client wishes to cancel the reservation, cancellation costs will be charged in accordance with articles 12.1, 12.2, and 12.3. This article does not apply to meetings that have already started and/or are taking place at AVANI at the time the code red is issued.

12.4.3 When government measures related to the coronavirus are announced that prevent the meeting from taking place, AVANI offers the possibility to reschedule the reservation free of charge to a date within a year. If no alternative is found and the tenant wishes to cancel the reservation, cancellation costs will be charged in accordance with articles 12.1, 12.2, and 12.3.

13. FORCE MAJEURE AND CHANGES

13.1 In the event that AVANI is temporarily or permanently unable to fulfill the agreement, AVANI will present you with a proposal for modification (e.g., different accommodation/period) within a reasonable period after becoming aware of the impossibility of fulfilling the agreement.

13.2 Force majeure on the part of AVANI exists if the fulfillment of the agreement is completely or partially, temporarily or otherwise, prevented by circumstances beyond AVANI's control, including war danger, (staff) strikes, blockades, fire, floods, and other disruptions or events.

13.3 You have the right to reject the modification proposal. If you reject the modification proposal, you must notify AVANI within 14 days of receiving the modification proposal, but no later than before arrival. In that case, AVANI has the right to dissolve the agreement with immediate effect. You are then entitled to a waiver and/or refund of (the part already paid of) the rental amount. AVANI will not be obliged to pay any compensation.

14. TERMINATION

AVANI has the right to terminate the agreement with immediate effect if personal data of you and/or other guests are provided incompletely and/or incorrectly during the reservation. In such a case, no refund of the rental amount or part thereof will be given, and AVANI is not obliged to any other form of compensation.

15. LIABILITY

15.1 AVANI accepts no liability for theft, loss, or damage to property or persons of any kind during or as a result of a stay at AVANI and/or the rental/use of accommodation and/or other facilities of AVANI, unless there is intent or gross negligence on the part of AVANI or (one of) its employees.

15.2 Liability for damage consisting of a loss of enjoyment of the stay or business and other consequential damage is excluded under all circumstances. Furthermore, AVANI is never liable for damage for which compensation is available under a travel and/or cancellation insurance or any other insurance and/or arrangement.

15.3 AVANI is not liable for disruptions in services or defects in services provided by third parties.

15.4 If AVANI is found to be liable, the liability is limited to a maximum of €75,000 per tenant/user per stay for personal accidents and/or death. Liability for material damage is limited to a maximum of €1,500 per tenant/user per stay.

15.5 You are jointly and severally liable with the user for all loss and/or damage to the rented accommodation and/or other properties of AVANI caused during the use thereof by you and/or other guests, regardless of whether this is the result of action or omission by yourself and/or third parties who are on the AVANI premises with your permission.

15.6 You indemnify AVANI against all claims for damage from third parties resulting from any action or omission by yourself, other guests, your travel companions, or third parties who are on the premises with your permission/knowledge.

15.7 In the event of improper use or improper leaving, including but not limited to excessive pollution, of the accommodation, additional costs will be charged, which you are then obliged to pay immediately.

16. COMPLAINTS

We will do everything to resolve complaints or defects immediately. In case of emergency, see the house rules. If you have complaints, we ask you to first report this complaint to info@avani.nl stating your reservation, name, address, date of stay, and accommodation.

17. APPLICABLE LAW

The agreement and these General Terms and Conditions are exclusively governed by Dutch law. The court of Midden-Nederland has exclusive jurisdiction to hear disputes regarding this.

18. GENERAL

Obvious printing and typesetting errors do not bind AVANI. These general terms and conditions supersede all previous publications. The invalidity and/or nullity of one of the individual provisions of these General Terms and Conditions and/or parts thereof does not affect the validity of the remaining (parts of) provisions of these General Terms and Conditions. Changes and additions to the agreement and/or General Terms and Conditions are only valid if they have been recorded in writing. The legal relationship between the parties (and thus also these General Terms and Conditions) is exclusively governed by Dutch law. The court in Hilversum has exclusive jurisdiction to hear all disputes related to or arising from the legal relationship and/or General Terms and Conditions.