

General terms and conditions Nature House

March 2021



Who are we?

Nature.house is an online platform where renters (also called “you” and “guest”) and landlords of nature houses can connect with each other.

Who are you?

You use our platform to find a unique nature house and maybe even book one. It is also possible of course that you only use our website.

Are you a landlord? Then you are a private owner of a nature house or a partner selected by us, to whom it is permitted to rent a nature house, and you have accepted our rules for landlords or partners. Since you are using our platform, these conditions are also applicable to you.

About these conditions

These conditions apply to the use of our platform, our website, and the booking of a nature house. We are allowed to change these conditions. The most recent version can be found on our website.



Welcome!

On the first page you will find the most important agreements in a nutshell. Do you want to know more? Use the buttons to navigate to the extensive provisions.

1. Use of the website

We like to keep it friendly at Nature.house. That is why you follow our [content guidelines](#) and [guidelines for messages to users](#). You will use our website for its intended purpose: to find and book the nicest nature houses.

[Read everything about the use of our website](#)

→ Use the buttons to navigate!

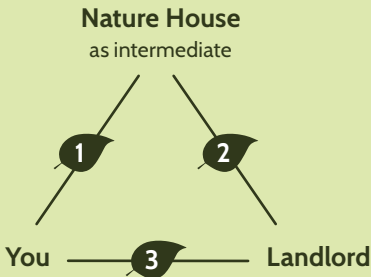
Do you only use our website and do you not want to book a nature house? Then you only need to read chapter 1.



2. Search & book your nature house

You book your nature house directly with the landlord. With our platform, we mediate between you and the landlord. Therefore, we are not a party to the rental agreement.

[Read everything about searching and booking a nature house](#)



- 1 These terms and conditions
- 2 The terms and conditions for landlords
- 3 The rental agreement

3. The price and payment

We do not charge any booking or service fees. You pay for your stay using your selected payment option. You must pay the total amount within the specified payment period. If you do not pay on time, we can cancel your booking.

[Read everything about the price and payment](#)

4. Your stay in a nature house

During your stay, you are responsible for the nature house and its surroundings. You do not cause any disturbance and leave the house and surroundings clean. Did any damage accidentally occur? Please let the landlord know.

[Read everything about staying in a nature house](#)

5. Cancelling and modifying your booking

The legal right of withdrawal does not apply to bookings made through Nature House. However, you can modify or cancel your booking. How much money you will get back depends on the date you cancel the booking.

[Read everything about modifying your booking](#)



If the arrival date is in sight, you will get less money back when you cancel.

6. The legal finesse

Not the most exciting chapter, but very important. You will find everything here about liability, indemnification, applicable law, and the competent court.

[Read more about the legal finesse](#)



Most importantly: do you have complaints, suggestions, or questions? Please let us know at info@nature.house

Chapter 1

Using our platform

1 You abide by the rules of our platform

- 1.1 You use our platform for its intended purpose: to search for and book the nicest nature houses. By doing so, you abide by these terms and conditions and our guidelines for reviews and messages. It is in any case not permitted to send messages where contact and/or address details (of the nature house, the guest or the landlord) are spread and/or in which the location of a nature house can be traced. See our [content guidelines](#) and [guidelines for messages to users](#) for more information.
- 1.2 You are not allowed to circumvent the platform by booking a nature house outside of the platform and/or contacting the landlord about (the booking of) the nature house prior to the booking confirmation. A booking of a nature house always takes place through the platform.
- 1.3 You will not, in any case, infringe on:
 - Rights of third parties, such as intellectual property rights and the right to privacy;
 - The security of our website.
- 1.4 We are allowed, without stating why, remove and/or block certain content, for example if the content is not in line with the purpose of our platform or is in conflict with these conditions.
- 1.5 We have the right, without prior notice to you and for any reason whatsoever, to terminate, suspend, or modify the provision of our platform in whole or partly.
- 1.6 You are responsible for access to—and the use of—your account. If you suspect that a third party is using your account without your permission, please report this to us.

2 We process personal data

Nature House complies with the General Data Protection Regulation and other relevant privacy laws and regulations. If you use our platform, we will process personal data—and share your personal data with the landlord to be able to process your booking request. Please read [our privacy policy](#) to find out what data we collect and how we use it.

3 Our platform and content is protected by intellectual property rights

- 3.1 Our platform (and its content) is protected by intellectual property rights. We are the exclusive owner. It is not permitted to publish, reproduce or otherwise exploit (parts of) our platform (and the content thereon) without our explicit prior written consent.
- 3.2 To use our platform—within the limits set out in these terms and conditions, we grant you a free, personal, non-exclusive, non-sub-licensable and non-transferable license.

4 We do our best to keep our platform online at all times- and may change the supply from time to time

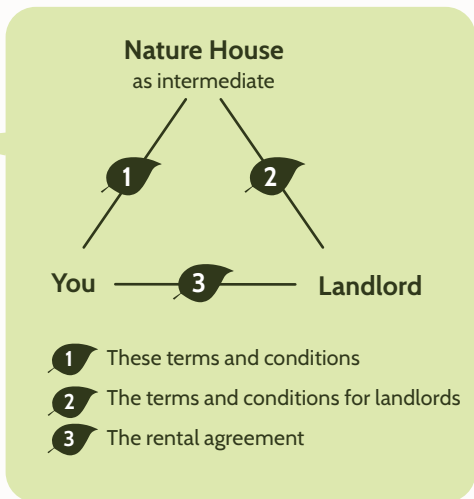
- 4.1 We provide our platform 'as is'. We do our best to ensure that our platform is always online, but cannot guarantee this. We are not liable for (damages resulting from) the unavailability of our platform.
- 4.2 We can always change (the supply of nature houses and other content on) our platform.

Chapter 2

Finding and booking your nature house

5 We mediate between you and the landlord

We are not a party to the rental agreement and are in no way responsible or liable for the fulfillment of the rental agreement. The rental agreement is made between the guest and the landlord. We are an intermediary that brings landlords and guests into contact through our platform and mediates in the process of establishing the rental agreement.



6 Making a booking through our platform

- 6.1 You can book a nature house on our platform. It works like this:
 - On the booking page of the relevant house, you fill in the requested information.
 - As soon as you click on 'book now', you will receive a booking confirmation by email and the owner will receive your booking request.
 - The owner aims to let you know within 24 hours if he will accept or reject your booking request. Once the landlord accepts the booking request, you will receive a booking confirmation (including the contact details of the host). At this point, the booking is final and a rental agreement will be concluded between you and the landlord.
 - The landlord will then contact you to make further arrangements for your stay in the nature house and provide you with all the information.
- 6.2 Are you under 18? Then you need permission from your parents or guardian to make a booking through our platform.
- 6.3 Information about (the use of) the nature house can be found in the advertisement and the booking confirmation. The landlord may have additional conditions (e.g., house rules)—which the landlord will let you know.
- 6.4 We can change the supply of nature houses as we display them (whether or not based on your search results) based on factors such as popularity, cancellation and booking history, rating, and availability.

Chapter 3

Price and payment

7 The composition of the price

- 7.1 We only charge a commission to the landlord for our services. We do not charge any booking or service fees to guests.
- 7.2 In the advertisement of the nature house and in the booking confirmation the travel sum and deposit (if applicable) are stated. All prices mentioned include VAT.
- 7.3 When a cancellation insurance is taken out, the general terms and conditions of the insurer apply.
- 7.4 The total travel sum is determined as follows: the basic rent (including VAT) + cancellation insurance (if you have opted for this, it is not mandatory) + if applicable, any additional costs (such as cleaning costs).



We do not charge you any booking or service fees.

8 Payment of the travel sum

- 8.1 You are liable to pay the total sum of your stay and the security deposit to Nature House, unless otherwise agreed in writing (see also 8.4).
- 8.2 After your booking has been accepted, you will receive, by email, a booking confirmation with a link to the payment page. You can pay with any, by us supporting, payment method.
- 8.3 You must pay the travel price and the security deposit within the specified payment period. The payment period is always communicated by us via email and/or your account and is stated on our website as well. If you do not pay within the payment period, we may unilaterally cancel your booking. In that case you will owe the cancellation fee. We will inform you of this by email.
- 8.4 Sometimes the landlord has their own payment conditions. In that case, the landlord will contact you about the payment terms after acceptance of the booking.

9 Deposit

- 9.1 The landlord could ask you for a deposit. This is stated in the advertisement of the nature house. The deposit will be refunded if you have used and left the nature house according to these conditions and the (additional) agreements with the landlord.
- 9.2 If you have paid the deposit through Nature House, you will get it back within 5 working days after your stay (if everything was in order). If you have made agreements directly with the landlord about the deposit, then these (different) agreements apply.

Chapter 4

Your stay in a nature house

10 You behave as an appropriate tenant

- 10.1 You are responsible for your own actions and deeds, and the actions and deeds of everyone you allow access to the nature house.
- 10.2 You will ensure that:
 - 10.2.1 The nature house and the surrounding grounds are left behind clean
 - 10.2.2 The nature and neighbors are not disturbed
 - 10.2.3 The rules of the nature house and other agreements with the landlord are respected
- 10.3 You are not allowed to refuse the landlord or their representative access to the nature house.
- 10.4 If you refuse to leave the nature house after the agreed departure time, the landlord can impose a fine.

11 You report damage to the landlord and are responsible for any damage yourself

- 11.1 You are responsible for any damage caused to the nature house (and it's personal belongings) and the surrounding grounds.
- 11.2 Is there any damage? Report this as soon as possible to the landlord. The landlord could charge you for the costs of the damage done.
- 11.3 Do you spot any damage upon arrival? Please report this to the landlord within 24 hours of arrival.

12 Complaints about booking a nature house

- 12.1 If (something during) your stay is not to your satisfaction, we recommend you to immediately make your complaint known to the landlord. It is important to do this as soon as possible during your stay so that the owner can still try to resolve your complaint(s).
- 12.2 The nature house must contain the specifications as stated in the advertisement and the booking confirmation. The nature house is rented furnished with sufficient kitchen utensils, dishware, glassware, blankets etc. (unless stated otherwise). Is there anything missing? Please report it to the landlord.
- 12.3 Any complaints about the stay or the services provided by the landlord and/or any disputed with the landlord must be settled by yourself. Any costs involved will be borne by you. If you cannot find a solution with the landlord, Nature House can act as an intermediary.

Chapter 5

Cancelling or changing your booking

13 The cancellation conditions when you cancel your booking

- 13.1 We apply the following cancellation policy, unless otherwise agreed in writing (see 13.3):
- **Cancellation within 24 hours of booking:** you are entitled to a full refund of the travel sum and the security deposit (if applicable). After 24 hours you can still withdraw your booking if the landlord has not accepted it yet. Only when the landlord has accepted the booking request and the 24 hours have passed the booking will be final and the rental agreement be established.
 - **Cancellation until the 42nd day before the start of your stay:** 70% of the amount paid will be refunded and 100% of the deposit (if applicable).
 - **Cancellation from the 42nd up to the 28th day before the start of your stay:** 40% of the amount paid will be refunded and 100% of the deposit (if applicable).
 - **Cancellation from the 28th day up to the first day before the start of your stay:** 10% of the amount paid will be refunded and 100% of the deposit (if applicable).
 - **Cancellation on the first day of your stay or later:** no money of the amount paid will be refunded, only 100% of the deposit (if applicable).
- 13.2 You can cancel your booking through your account or—if you do not have an account—by email to info@nature.house.
- 13.3 Sometimes the landlord has its own cancellation policy, in which case he will contact you after the acceptance of the booking about the cancellation policy.

The right of withdrawal does not apply to our services



14 Modifying your booking

Would you like to modify your booking? You can discuss the possibilities of changing your booking with the landlord. In some cases, additional costs may be charged.

15 Cancellation by the landlord

The landlord is not allowed to cancel a booking unless there is no other alternative, for example if the nature house has been burnt down. After cancellation the landlord must refund any costs you have made. If the landlord has not yet received the payment from us, you will receive the costs back from us. Sometimes you will receive a refund from both the landlord and from us, which together add up to the total amount.

Chapter 6

The legal finesse

16 Liability

- 16.1 We are not liable for (direct or indirect) damage of any nature whatsoever caused by anyone as a result of or in connection with our platform/our services, except in the case of intent or gross negligence.
- 16.2 Our liability for indirect damages, including (but not limited to) consequential damages, lost profits, lost savings, reduced goodwill, damage due to business interruption and damage in connection with third parties engaged by you, is excluded.
- 16.3 We are not liable for damages arising from the fact that in providing the services we relied on inaccurate or incomplete information provided by you.
- 16.4 As indicated, we are not a party in establishing the rental agreement. Therefore, we are in no way liable for (i) your acts or omissions and/or those of the landlord and (ii) direct or indirect consequences arising out of or in connection with the rental agreement.
- 16.5 If for any reason we are liable, our liability to you is limited to an amount equal to the travel price to which the damage related. Our liability is in any event limited to the damage for which we are insured and the amount that our insurance pays out in that specific case.

17 Complaints about our platform?

- 17.1 Please contact us at info@nature.house. We will deal with your complaints as quickly as possible, at the latest within 14 days of receipt. Does it take longer? In that case you will receive confirmation of your complaint within 14 days and we will let you know when you can expect a substantive answer.
- 17.2 You can also submit your complaint to the Disputes Committee through the [European ODR platform](https://ec.europa.eu/consumers/odr/main) (<https://ec.europa.eu/consumers/odr/main>)

18 Other provisions

- 18.1 If these conditions are in conflict with the conditions of the landlord, these conditions shall prevail and be decisive.
- 18.2 If you share photographic material or text with us, you may be infringing another party's copyrights. That third party could sue us (legally) for this. For this, you give us indemnification. This means we are not liable.
- 18.3 If we do not enforce (parts of) these terms, this cannot be regarded as a waiver of the right to enforce them against you at a later date.
- 18.4 You cannot assign your rights and obligations under these terms and conditions and/or the rental agreement to any third party.
- 18.5 We can assign and/or transfer any of our rights and obligations under these terms and conditions to an associated company or third party without your consent.
- 18.6 If any provision of these terms is unlawful, void, voidable, or otherwise unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected. The unlawful, void, voidable, or otherwise unenforceable part is (deemed to be) replaced by a valid enforceable provision which corresponds as closely as possible to the purpose and objectives of these conditions.
- 18.7 If these terms and conditions are translated or drawn up in a language other than Dutch, the Dutch version of the terms and conditions shall prevail in the event of any discrepancy.



19 Applicable law and competent judge

These conditions and all agreements between Nature House and you are exclusively governed by Dutch law. Unless there is conflict with mandatory law, all disputes and claims arising from or in connection with these connections will be submitted to the competent court in Amsterdam. If the guest qualifies as a consumer, he/she has the right, during one month after Nature House has appealed to this provision, to choose for settlement of the dispute by the competent civil court according to the law of applicable international treaty.

20 Questions, comments, or suggestions?

Please contact us using the contact details below or the contact form on our website. We will try to respond to your message within five working days.



Contact

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