



General Terms and Conditions – B&M Stays

This document is a translation of the original Dutch General Terms and Conditions of B&M Stays. This translation is provided for informational purposes only. No rights may be derived from this translation. In case of discrepancies or differences in interpretation, the Dutch version shall prevail.

B&M Stays

Bjorn Freriksen & Melanie Wondergem

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Article 1 – Definitions

In these General Terms and Conditions, the following definitions apply:

B&M Stays: the general partnership (vennootschap onder firma) of Bjorn Freriksen and Melanie Wondergem, established in the Netherlands and registered with the Dutch Chamber of Commerce under number 42012528, which manages and offers Accommodation Properties for recreational stays by Guests.

Guest: the natural person who enters into an Agreement with B&M Stays concerning the use of an Accommodation Property, including any accompanying guests making use of the Accommodation Property.

Main Booker: the Guest who makes the Reservation and is responsible for compliance with the Agreement and these General Terms and Conditions for all accompanying guests.

Accommodation Property: the holiday home, vacation rental, or other accommodation offered through B&M Stays for temporary recreational stays.

Reservation: the booking of an Accommodation Property for a specified period as confirmed by B&M Stays.

Agreement: the agreement between B&M Stays and the Guest regarding the temporary recreational use of an Accommodation Property.



Deposit: the security amount paid by the Guest to B&M Stays to cover potential damage, additional cleaning costs, or other additional charges.

Platform: an external booking website or intermediary service, including Airbnb, Booking.com, and comparable platforms.

Article 2 – Applicability

2.1. These General Terms and Conditions apply to all offers, Reservations, Agreements, services, and the use of Accommodation Properties offered by or through B&M Stays.

2.2. These General Terms and Conditions are made available to the Guest prior to concluding the Agreement through the B&M Stays website, the booking process, and/or the Reservation confirmation. By making a Reservation, the Guest declares to have taken note of and agreed to these general terms and conditions.

2.3. In the case of Reservations made through a Platform, including but not limited to Airbnb, Booking.com, and similar booking services, the terms and conditions of the relevant Platform may also apply.

2.4. In the event of a conflict between these General Terms and Conditions and those of a Platform, the Platform's terms shall prevail only to the extent required by law or contract.

2.5. Deviations from these General Terms and Conditions are only valid if expressly confirmed in writing by B&M Stays.

2.6. If any provision of these General Terms and Conditions is wholly or partially invalid or annulled, the remaining provisions shall remain fully effective. The parties shall then agree on a new provision that approximates the purpose and intent of the original provision as closely as possible.

2.7. These General Terms and Conditions apply insofar as they do not conflict with mandatory consumer law.

Article 3 – Formation of the Agreement

3.1. A Reservation request may be made by the Guest through the website, by e-mail, or through a third party (Platform).



3.2. The Agreement is concluded at the moment B&M Stays confirms the Reservation to the Guest in writing (by e-mail or via the Platform).

3.3. B&M Stays reserves the right to refuse a Reservation request without stating reasons, provided this does not conflict with mandatory law.

3.4. By making a (down) payment, the Guest declares acceptance of the Agreement and these general terms and conditions.

3.5. The Main Booker must be at least 18 years old and is responsible for all accompanying guests.

3.6. In the case of Reservations made through third parties (such as Airbnb or Booking.com), the Agreement is concluded in accordance with the terms and procedures of the relevant Platform.

3.7. Obvious errors or mistakes in offers, prices, or availability shall not bind B&M Stays.

Article 4 – Prices & Payment

4.1. All prices include VAT and exclude additional costs unless stated otherwise.

4.2. A deposit payment may be required upon Reservation (for example 30–50%). The remaining balance must be paid before arrival.

4.3. Payment terms stated in the confirmation are binding.

4.4. In the event of late payment, the Guest shall automatically be in default and B&M Stays may dissolve the Agreement.

4.5. B&M Stays is entitled to charge statutory interest and collection costs.

4.6. Obvious pricing or offer errors shall not bind B&M Stays.

4.7. For bookings made through Platforms, the payment conditions of the relevant Platform apply.

Article 5 – Bookings via Third Parties (Platforms)

5.1. If a Reservation is made through a third party (such as Airbnb or Booking.com), the terms and conditions of that Platform shall also apply.



5.2. To the extent required by the Platform, the Platform's terms and conditions shall prevail over these general terms and conditions.

5.3. In such bookings, B&M Stays acts as manager and provider of Accommodation Properties.

5.4. Payments, cancellations, and refunds are processed through the Platform in accordance with its rules, unless agreed otherwise.

5.5. B&M Stays shall not be liable for errors, malfunctions, or shortcomings of the Platform.

Article 6 – Right of Withdrawal

6.1. In principle, the Guest has a statutory right of withdrawal for online purchases.

6.2. However, this right of withdrawal does not apply to agreements concerning accommodation where a specific date or period of performance is specified.

6.3. By making a Reservation, the Guest expressly waives the right of withdrawal insofar as legally permitted.

Article 7 – Cancellation by the Guest

7.1. Cancellations must be made in writing. The date of receipt of the cancellation shall be considered the cancellation date.

7.2. In the event of cancellation, the Guest shall owe the following amounts:

- More than 30 days before arrival: free of charge (excluding administration costs)
- 14–30 days before arrival: 50%
- Less than 14 days before arrival: 100%

7.3. Partial cancellations or changes may incur additional costs.

7.4. Any administration costs shall be communicated in advance.

7.5. For bookings made through Platforms, the cancellation conditions of the relevant Platform apply.

7.6. B&M Stays advises the Guest to obtain appropriate travel, cancellation, and/or liability insurance. The Guest remains responsible for arranging such insurance.



Article 8 – Cancellation by B&M Stays

8.1. B&M Stays is entitled to cancel the Agreement in the event of force majeure. Force majeure includes any circumstance beyond the reasonable control of B&M Stays that temporarily or permanently prevents performance of the Agreement or makes performance reasonably impossible, including but not limited to:

- natural disasters;
- fire;
- pandemics and epidemics;
- war or terrorist threats;
- government measures and travel restrictions;
- utility failures;
- large-scale internet or technical outages;
- other unforeseen circumstances beyond the reasonable control of B&M Stays.

8.2. In such cases, the Guest shall receive a full refund within 14 days.

8.3. Where possible, B&M Stays shall offer a suitable alternative.

8.4. Any further liability is excluded, except in cases of intent or gross negligence and insofar as legally permitted.

8.5. For bookings made through Platforms, cancellation shall take place in accordance with the Platform's conditions.

Article 9 – Stay and House Rules

9.1. The Guest shall use the Accommodation Property in accordance with its intended purpose, these general terms and conditions, and the applicable house rules.

9.2. The Accommodation Property may only be used for recreational stays.

9.3. Check-in and check-out shall take place at the times specified by B&M Stays.

9.4. Upon arrival, B&M Stays may request a valid identification document from the Guest for verification of identity and Reservation details.



- 9.5. The maximum number of persons stated in the Reservation may not be exceeded.
- 9.6. Subletting or making the Accommodation Property available to third parties is prohibited.
- 9.7. Smoking inside the Accommodation Property is prohibited unless expressly stated otherwise.
- 9.8. Pets are only permitted if agreed in writing in advance with B&M Stays. B&M Stays reserves the right to impose additional conditions and/or charge extra cleaning fees.
- 9.9. The Guest is responsible and liable for damage caused by themselves, accompanying guests, or visitors.
- 9.10. Nuisance, illegal activities, and parties without prior permission from B&M Stays are prohibited.
- 9.11. B&M Stays is entitled to enter the Accommodation Property if reasonably necessary for inspection, maintenance, emergencies, or investigation of complaints, while taking the Guest's privacy into account as much as possible.
- 9.12. In the event of serious violation of the house rules, B&M Stays may deny access to the Accommodation Property without refund.
- 9.13. The Guest must leave the Accommodation Property tidy and broom clean and must remove the bed linen before departure. Additional cleaning or repair costs resulting from non-compliance may be charged to the Guest.
- 9.14. In the event of violation of the house rules, including the smoking ban, unauthorized pets, or excessive pollution, B&M Stays is entitled to charge additional cleaning, repair, or other costs.
- 9.15. B&M Stays does not guarantee the availability of Wi-Fi, internet connections, or utilities.

Article 10 – Liability

- 10.1. B&M Stays shall not be liable for loss, theft, or damage to the Guest's belongings unless caused by intent or gross negligence.
- 10.2. The Guest is liable for all damage to the Accommodation Property caused by themselves or their party.



10.3. The liability of B&M Stays is limited to direct damages and shall not exceed the amount paid out under its liability insurance, increased by the applicable deductible, insofar as legally permitted.

10.4. B&M Stays shall not be liable for indirect damages, such as consequential damages or loss of holiday enjoyment, unless caused by intent or gross negligence.

10.5. The Guest indemnifies B&M Stays against claims from third parties resulting from acts or omissions of the Guest, accompanying guests, or visitors.

Article 11 – Deposit

11.1. B&M Stays may require a Deposit as coverage for possible damages, additional costs, or non-compliance with obligations.

11.2. The Deposit shall be refunded within 14 days after departure, provided no damages or shortcomings have been identified.

11.3. B&M Stays is entitled to retain all or part of the Deposit to compensate for damages, additional cleaning, or other costs.

11.4. If the damages exceed the Deposit, the Guest shall be obliged to compensate the excess amount.

11.5. Any deductions shall be specified and communicated to the Guest.

Article 12 – Complaints

12.1. Complaints regarding the stay must be reported as soon as possible during the stay so that B&M Stays has the opportunity to provide an appropriate solution.

12.2. If a complaint cannot be reported during the stay, it must be submitted in writing no later than 14 days after departure.

12.3. Failure by the Guest to submit a complaint in a timely manner may affect B&M Stays' ability to investigate or remedy the complaint.

12.4. B&M Stays shall handle complaints within a reasonable period and will make efforts to reach a solution.



Article 13 – Privacy

13.1. B&M Stays processes the Guest's personal data in accordance with applicable privacy legislation (GDPR).

13.2. Personal data is processed for the performance of the Agreement, communication with the Guest, and compliance with legal obligations.

13.3. The Guest has the right to access, correct, and delete personal data insofar as legally permitted.

13.4. B&M Stays takes appropriate technical and organizational measures to protect personal data.

13.5. For more information, reference is made to the privacy statement on the website.

Article 14 – Governing Law and Disputes

14.1. All Agreements between B&M Stays and the Guest shall be exclusively governed by Dutch law.

14.2. Disputes shall first be resolved through mutual consultation.

14.3. If no solution is reached, disputes shall be submitted to the competent court in the Netherlands.

14.4. If the Guest is a consumer, they shall also have the right to submit the dispute to the competent court in their place of residence.

14.5. The Dutch version of these general terms and conditions shall prevail in the event of interpretation differences. Any translations are provided for informational purposes only. No rights may be derived from this translation. In case of discrepancies or differences in interpretation, the Dutch version shall prevail.

Article 15 – Amendments to the Terms and Conditions

15.1. B&M Stays reserves the right to amend these General Terms and Conditions.

15.2. Changes will be communicated in a timely manner, including via the website.

15.3. Agreements concluded before amendments remain subject to the terms applicable at the time of conclusion.

15.4. Amended terms apply to new Agreements from the date of publication.

