

Terms and Conditions - v1

vakantiehuis-beheer-terschelling

15-05-2026

Table of Contents

- Article 1 - Definitions
- Article 2 - Identity of the trader
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and guarantee
- Article 11 - Delivery and performance
- Article 12 - Duration transactions: duration, termination and extension
- Article 13 - Payment
- Article 14 - Complaints procedure
- Article 15 - Disputes
- Article 16 - Additional or deviating provisions

Article 1 - Definitions

In these terms and conditions, the following is understood:

Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
Consumer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with the trader;
Day: calendar day;
Duration transaction: a distance contract relating to a series of products and/or services, of which the delivery and/or purchase obligation is spread over time;
Durable data carrier: any means that enables the consumer or trader to store information personally addressed to him in a way that allows future consultation and unchanged reproduction of the stored information;
Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
Model withdrawal form: the model withdrawal form made available by the trader which a consumer can complete when he wishes to use his right of withdrawal;
Trader: the natural or legal person who offers products and/or services remotely to consumers;
Distance contract: a contract concluded within an organised system for distance selling of products and/or services, whereby up to and including the conclusion of the contract exclusively use is made of one or more means of distance communication;
Means of distance communication: a means that can be used for concluding a contract without consumer and trader being simultaneously present in the same space;
General Terms and Conditions: these General Terms and Conditions of the trader.

Article 2 - Identity of the trader

Vakantie Service Bureau Terschelling

(No visiting address)
Hoofdweg 3-4
8881 HA Terschelling

Telephone number: 0612910473
Email: info@vakantieservicebureauterschelling.nl
Chamber of Commerce number: 01134819
VAT identification number: NL001407256B59

Article 3 - Applicability

These general terms and conditions apply to every offer of the trader and to every distance contract concluded and orders between trader and consumer.

Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, it will be indicated before the contract is concluded that the general terms and conditions are available for inspection at the trader and will be sent free of charge upon request.

If the distance contract is concluded electronically, in deviation from the previous paragraph, the text of these general terms and conditions may be made available electronically in such a way that the consumer can easily store it on a durable data carrier. If this is not reasonably possible, it will be indicated where the general terms and conditions can be accessed electronically and that they will be sent free of charge upon request.

If, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraph apply accordingly and the consumer may always rely on the provision most favourable to him in case of conflicting terms.

If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the agreement and these conditions remain in force for the rest, and the relevant provision shall be replaced by mutual agreement by a provision that approximates the original intent as closely as possible.

Situations not regulated in these general terms and conditions shall be assessed "in the spirit" of these terms and conditions.

Uncertainties regarding the interpretation or content of one or more provisions shall be interpreted "in the spirit" of these general terms and conditions.

Article 4 - The offer

If an offer has a limited validity period or is subject to conditions, this is explicitly stated in the offer.

The offer is without obligation. The trader is entitled to modify and adjust the offer.

The offer contains a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the trader uses images, these are a truthful representation of the products and/or services offered. Obvious mistakes or errors do not bind the trader.

All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.

Images of products are a truthful representation of the offered products. The trader cannot guarantee that displayed colours exactly correspond to actual product colours.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to acceptance of the offer. This includes in particular:

- the price including taxes;
- any delivery costs;
- the manner in which the agreement is concluded and what actions are required;
- whether or not the right of withdrawal applies;
- payment, delivery and execution method;
- the acceptance period or price validity period;
- any costs of distance communication;
- whether the agreement is archived and how it can be accessed;
- how the consumer can check and correct data before conclusion;
- languages in which the agreement can be concluded;
- codes of conduct the trader adheres to and how they can be accessed;
- the minimum duration of the agreement in case of a duration transaction.

Article 5 - The agreement

The agreement is concluded, subject to paragraph 4, at the moment of acceptance by the consumer of the offer and fulfilment of the conditions attached.

If the consumer has accepted the offer electronically, the trader confirms receipt of the acceptance immediately electronically. As long as this acceptance has not been confirmed by the trader, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the trader takes appropriate technical and organisational measures to secure electronic data transfer and ensures a secure web environment. If the consumer can pay electronically, the trader will apply appropriate security measures.

The trader may, within legal frameworks, investigate whether the consumer can meet payment obligations and other facts relevant for concluding the agreement. If there are good grounds, the trader may refuse the order or impose special conditions.

The trader shall provide the following information with the product or service (in writing or on a durable medium):

- visiting address for complaints;
- conditions and procedure for withdrawal or clear statement of exclusion;
- warranty and after-sales service information;
- information from Article 4 paragraph 3 unless already provided;
- termination requirements for agreements longer than one year or indefinite duration.

In case of a duration transaction, this applies only to the first delivery.

Each agreement is concluded under the suspensive condition of sufficient availability of the products.

Article 6 - Right of withdrawal

Delivery of products:

Consumers may dissolve the agreement within 14 days without giving reasons. The withdrawal period starts the day after receipt of the product.

During the cooling-off period, the consumer must handle the product and packaging with care and may only unpack or use it to the extent necessary to assess whether they wish to keep it. If exercising the right of withdrawal, the product must be returned with all accessories and, if reasonably possible, in original condition and packaging.

To exercise the right of withdrawal, the consumer must notify the trader within 14 days after receipt using the model withdrawal form. After notification, the product must be returned within 14 days. The consumer must prove timely return, for example with proof of shipment.

If the consumer fails to notify or return the product within these periods, the purchase is final.

Delivery of services:

For services, the consumer may withdraw within at least 14 days from the day the agreement is concluded.

To exercise the right of withdrawal, the consumer must follow the instructions provided by the trader.

Article 7 - Costs in case of withdrawal

If the consumer uses the right of withdrawal, at most the return costs are for the consumer.

If the consumer has paid, the trader shall refund the amount as soon as possible, but no later than 14 days after withdrawal, provided the product has been received back or proof of return is provided. Refund is made using the same payment method unless otherwise agreed.

If the product is damaged due to careless handling by the consumer, the consumer is liable for any depreciation.

The consumer is not liable for depreciation if the trader has not provided all legally required information regarding the right of withdrawal.

Article 8 - Exclusion of the right of withdrawal

The trader may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal shall only apply if the trader has clearly stated this in the offer, or at least in good time before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

which have been produced by the trader in accordance with the consumer's specifications;
which are clearly of a personal nature;
which, by their nature, cannot be returned;
which can deteriorate or expire quickly;
the price of which is subject to fluctuations in the financial market over which the trader has no influence;
for loose newspapers and magazines;
for audio and video recordings and computer software of which the consumer has broken the seal;
for hygienic products of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

relating to accommodation, transport, catering services or leisure activities to be performed on a specific date or during a specific period;
the performance of which has begun with the express consent of the consumer before the end of the cooling-off period;
relating to betting and lotteries.

Article 9 - The price

During the validity period stated in the offer, the prices of the offered products and/or services shall not be increased, except for price changes resulting from changes in VAT rates.

By way of exception to the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market over which the trader has no influence, with variable prices. This dependency on fluctuations and the fact that any stated prices are target prices shall be stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they result from statutory regulations or provisions.

Price increases after 3 months after the conclusion of the agreement are only permitted if the trader has stipulated this and:

they result from statutory regulations or provisions; or
the consumer is entitled to terminate the agreement with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In case of printing and typographical errors, the trader is not obliged to deliver the product at the incorrect price.

Article 10 - Conformity and warranty

The trader guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the statutory provisions and/or government regulations existing on the date of conclusion of the agreement. If agreed, the trader also guarantees that the product is suitable for use other than normal use.

A warranty provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may assert against the trader under the agreement.

Any defects or incorrectly delivered products must be reported to the trader in writing within 2 months after delivery. Returns must be made in the original packaging and in new condition.

The trader's warranty period corresponds to the manufacturer's warranty period. However, the trader is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

the consumer has repaired and/or modified the delivered products themselves or had them repaired and/or modified by third parties;
the delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of the trader and/or packaging;
the defect is wholly or partly the result of regulations imposed by the government regarding the nature or quality of the materials used.

Article 11 - Delivery and performance

The trader shall exercise the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.

The place of delivery shall be the address made known by the consumer to the company.

Subject to what is stated in paragraph 4 of this article, the company shall execute accepted orders with due speed but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be carried out or can only be partially carried out, the consumer shall be informed of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement free of charge. The consumer is not entitled to compensation.

All delivery times are indicative. No rights can be derived from any stated deadlines. Exceeding a deadline does not entitle the consumer to compensation.

In case of termination in accordance with paragraph 3 of this article, the trader shall refund the amount paid by the consumer as soon as possible, but no later than within 14 days after termination.

If delivery of an ordered product proves impossible, the trader shall make efforts to provide a replacement item. At the latest upon delivery, it shall be clearly and comprehensibly stated that a replacement item is being delivered. For replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the trader.

The risk of damage and/or loss of products lies with the trader until the moment of delivery to the consumer or a representative designated in advance and made known to the trader, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, termination and extension

Termination

The consumer may terminate an agreement concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than one month.

The consumer may terminate an agreement concluded for a fixed term and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.

The consumer may:

terminate these agreements at any time and not be limited to termination at a specific time or in a specific period;
terminate them at least in the same manner as they were entered into;

always terminate with the same notice period as the trader has stipulated for himself.

Extension

An agreement concluded for a fixed term and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.

By way of derogation, an agreement concluded for a fixed term and which extends to the regular delivery of newspapers, news, and weekly magazines may be tacitly extended for a fixed period of up to three months, provided that the consumer can terminate this extended agreement at the end of the extension with a notice period of no more than one month.

An agreement for a fixed term and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate it at any time with a notice period of no more than one month, and a notice period of no more than three months if the agreement concerns the regular, but less than monthly, delivery of newspapers, news, and weekly magazines.

An agreement of limited duration for the regular introductory delivery of newspapers, news, and weekly magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically after the trial or introductory period.

Duration

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

Article 13 - Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period referred to in Article 6 paragraph 1. In the case of an agreement for the provision of services, this period starts after the consumer has received confirmation of the agreement.

The consumer is obliged to report inaccuracies in provided or stated payment details without delay to the trader.

In case of non-payment by the consumer, the trader has the right, subject to legal limitations, to charge the reasonable costs previously made known to the consumer.

Article 14 - Complaints procedure

The trader has a sufficiently publicised complaints procedure and handles complaints in accordance with this procedure.

Complaints about the performance of the agreement must be submitted fully and clearly described to the trader within 2 months after the consumer has discovered the defects.

Complaints submitted to the trader are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will reply within 14 days with an acknowledgement of receipt and an indication when the consumer can expect a more detailed response.

If the complaint cannot be resolved amicably, a dispute arises that is subject to the dispute settlement procedure.

In case of complaints, the consumer must first turn to the trader. If the webshop is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved amicably, the consumer must turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If a solution is still not reached, the consumer may submit the complaint to the independent dispute committee appointed by Stichting WebwinkelKeur, whose decision is binding and both trader and consumer agree to this binding decision. Costs are associated with submitting a dispute to this committee, which must be paid by the consumer. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).

A complaint does not suspend the obligations of the trader, unless the trader states otherwise in writing.

If a complaint is found to be justified by the trader, the trader will, at its discretion, replace or repair the delivered products free of charge.

Article 15 - Disputes

Agreements between the trader and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law, even if the consumer resides abroad.

The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.