

## TERMS AND CONDITIONS PROGRESS

### GENERAL TERMS:

#### 1. Definitions:

- a. PROGRESS: Progress Seasons, situated on the Dahliastraat 10, 3135 XD in Vlaardingen the Netherlands, user of these terms and conditions;
- b. Participant: the person that stays at our location on a vacation;
- c. Client: the person that books and pays for the stay;
- d. Activities: daytrips and other activities that occur on a voluntary basis;
- e. Materials: surfboards, wetsuits, indoboards, parlour games, cooking materials and the sound installation.

**2. Applicable law:** these terms and conditions and the underlying agreement are governed by Dutch law. The court of The Hague is without exception competent to handle any case concerning PROGRESS. Any case brought before the court will be dealt with according to the principles of Dutch law.

**3. Privacy:** by booking a stay with PROGRESS we need to process the data of all the participants and the client. This data will be dealt with in a careful and appropriate manner. Your data will be kept in our systems for 1 year after booking the stay.

**4. Copyright:** nothing on the website of PROGRESS can be copied, multiplied or distributed without explicit consent from the staff of PROGRESS.

**5. Prices:** the prices mentioned on the PROGRESS website can fluctuate during the season.

**6. Activities:** the prices for activities like excursions and some other activities need to be paid in full at our accommodation. The prices given are an indication of the possible costs and may fluctuate due to changing prices used by third parties. PROGRESS reserves the right to change activity prices during the season.

**7. Booking and payment:** as soon as the client has accepted the confirmation by replying on the confirmation e-mail, the booking will be made definitive.

**8. Information obligation:** the client or participant needs to inform PROGRESS about any physical or mental issues with regards to the participant if these issues can be of any concern to other participants. Also, the client needs to inform PROGRESS about any allergies or medication regarding the participant.

**9. Liability:** the person booking the stay will be severally liable for all the participants that he or she books the stay for.

**10. Underaged and booking a stay at PROGRESS:** by accepting the booking the underaged participant declares that he or she has acquired permission from his parents or caretakers.

**11. Extra booking:** it is possible to add extra participants to a booking. The price for the bookings that have already been confirmed will not change under any circumstances. Keep in mind that prices may vary when adding a booking. This means that the price paid for the extra participant may differ from the price paid for the bookings that have been made earlier.

**12. Cancellation:** cancellations need to be communicated to PROGRESS as soon as possible. Keep in mind that a cancellation will bring costs in most cases. Only the client can cancel a booking. Because of agreements with third parties PROGRESS is not always able to completely refund the booking costs. See the table below to find out which

percentage of the booking costs can be refunded. **If the booking is cancelled within 7 days of arrival the first night will be charged. In case of no-show the full stay will be charged.**

**13. Payment:** the total price needs to be paid in full when the booking is made.

**14. Travel documents:** in order to acquire access to the accommodation every participant needs to be able to show his or her (valid) identification document.

**15. No cooling down period:** we would like to inform our clients that there is no cooling down period applicable to bookings with PROGRESS. The Dutch law (Wet kopen op afstand/Law remote buying) is not applicable to bookings regarding stays at our accommodation.

**16. Lost and found items:** PROGRESS can never be held accountable for the loss or theft of luggage. If any important items are lost at our accommodation, it is imperative to notify the PROGRESS crew as soon as possible, preferably by e-mail. Found items can be sent to your address upon request. Costs will be charged for sending any items. Found items can be picked up at the after-season party free of charge.

**17. Not satisfied or complaints:** if any participant or client has any complaints about the provided accommodation, food or materials, this needs to be communicated to the PROGRESS staff as soon as possible. The staff on location will try anything within their possibilities to take away any discontent. When the stay at our accommodation has ended complaints can only be dealt with if the complaint has been filed by e-mail within 2 weeks after the departure date.

**18.** If participant is injured and in need of medical assistance one of our crewmembers will be able to bring this participant to a hospital nearby. Transportation costs of €100,- will be charged in such a case. PROGRESS can never be held accountable for injuries caused by a participants' own behaviour. PROGRESS can never be held accountable for injuries that occur during activities that take place at a participants' own risk.

### THE ACCOMMODATION

**19. Arrival and departure:** on the day of arrival the tent or caravan will be available from 12.00 o'clock (noon) for the participant. On departure day the tent or caravan needs to be cleaned and emptied by 11.00 o'clock.

**20. Guarantee:** when a participant wants to make use of surfing materials, a guarantee of €50,- needs to be paid up front. If at the day of departure all the used materials are returned or cleaned in a sufficient manner, the guarantee will be refunded to the participant.

**21. Distances:** all the distances mentioned on the website are measured as the crow flies. This means that distances might differ when travelling to the destination by car or on foot. Some destinations are only accessible by stairs or sloping roads.

### THE COMPANY

#### 22. Identity:

Company name: Progress Seasons  
Address: Dahliastraat 10, Vlaardingen 3135 XD  
Phone No.: +31 6 2817 07 48  
E-mail: info@progress-surfhostel.com  
Chamber of Commerce No.: 57195145  
VAT id: NL023129827B01