

## Terms & Conditions Kasteel Radboud (Radboud Castle)

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### Article 1 - Definitions

1. **Additional agreement:** an agreement in which the consumer acquires goods, digital content and/or services concerning a distance agreement and these goods, digital content and/or services will be delivered by the trader or by a third party, based on an agreement of said third party and the trader.
2. **Reflection period:** de period in which the consumer can exercise his right of withdrawal.
3. **Consumer:** the natural person who trades as a private individual.
4. **Day:** calendar day.
5. **Digital content:** data that is produced en delivered in digital format.
6. **Duration agreement:** an agreement serving to periodically deliver goods, services and/or digital content over a period of time.
7. **Durable medium:** every medium – including e-mail – that allows consumer or trader to save information addressed to him in a way that makes future consultation or the use of it as needed during a period, specified to its purpose possible and that allows for unaltered reproduction of the saved information.
8. **Right of withdrawal:** the option in which the consumer may cancel the distance agreement within the reflection period.
9. **Trader:** the natural or legal person who offers goods, (access to) digital content and/or (distant) services to consumers.
10. **Distance agreement:** an agreement between trader and consumer in an organised system used for distance sales of goods, digital content and/or services, in which said agreement is concluded, alone or in combination, with the use of one or more technologies for remote communication.
11. **Standard form for withdrawal:** the European standard form for withdrawal, as can be found in Annex 1.
12. **Technology for remote communication:** a means to be used for concluding an agreement, without the consumer and the trader being together in the same place at the same time.

### Article 2 – Identity of the trader

NED1671 B.V., trading as Kasteel Radboud;

Oudevaartsgat 8

1671HM Medemblik

The Netherlands

Phone number: +31 227 541 960 Tuesday through Sunday 11h00 – 17h00.

For more information, check our website: [www.kasteelradboud.nl/en/](http://www.kasteelradboud.nl/en/)

E-mail address: [info@kasteelradboud.nl](mailto:info@kasteelradboud.nl)

Chamber of Commerce: 70260354

VAT: NL858220933B01

Supervisory authority concerning the business licence:  
Municipality Medemblik  
Office address: Dick Ketlaan 21, 1687 CD Wognum  
Postal address: Postbus 45, 1687 ZG Wognum  
E-mail address: [info@medemblik.nl](mailto:info@medemblik.nl)  
Phone number: +31 229 85 60 00  
Website: [www.gemeentemedemblik.nl](http://www.gemeentemedemblik.nl)

### **Article 3 - Applicability**

1. These terms and conditions apply to any offer from the trader and to any distance agreement between trader and consumer.
2. Before concluding a distance agreement, the content of these terms and conditions are made available to consumer. If this is not reasonably possible, the consumer will be informed where the terms and conditions are available for perusal and, on request, will be sent as soon as possible, free of charge.
3. If the distance agreement is concluded by electronic means, the content of these terms and conditions may also be offered by electronic means, in deviation of the previous paragraph. This will be done before conclusion of the agreement and in a way to make it possible for the consumer to easily save them on a durable medium. If this is not reasonably possible, trader will provide the location where the consumer can peruse these terms and conditions or, on request, send them by electronic means or otherwise, free of charge, again before conclusion of the distance agreement.
4. If there are additional or different provisions for specific goods or services, the second and third paragraph of this article are applicable. If there is any contradiction in terms and conditions, the consumer may always invoke the conditions that are most beneficial to consumer.

### **Article 4 – The offer**

1. If an offer has a limited duration or is subject to additional or different conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and precise description of the offered goods, digital content and/or services. This description provides enough details for the consumer to properly assess the offer. If the trader uses images in the offer, these will be an accurate representation of the offered goods, services and/or digital content. Obvious mistakes or errors are not binding to the trader.
3. Any offer contains such information that for the consumer it will be clear what the rights and obligations are attached to the acceptance of the offer.

### **Article 5 – The agreement**

1. The agreement will be concluded, subject to the provisions of paragraph 4, with the acceptance of the offer by consumer and his meeting of the requirements of said offer.
2. When the consumer has accepted the offer by electronic means, the trader will confirm this acceptance by the consumer with undue delay in the same way. As long as the trader has not confirmed receipt of this acceptance, the consumer may terminate the agreement.
3. If the agreement is concluded by electronic means, the trader will take adequate technical and organisational measures to ensure the security of this transfer of data and ensures a secure web environment. If electronic payment is possible, the trader will comply with adequate safety measures.
4. In accordance with legal frameworks, the trader may obtain information about the consumer's ability to fulfil payment obligations and also about facts and circumstances that are important for a responsible conclusion of the distance agreement. If the trader finds good cause not to conclude the agreement, he is entitled to motivate to refuse the order or request, or to connect special conditions to the execution of the offer.
5. Upon delivery of the goods, services and/or digital content or before, the trader will provide the consumer with the following information, in writing or such a way for the consumer to easily save the information on a durable medium:
  - a. The office address of the trader's business location where the consumer may lodge complaints.
  - b. The conditions and methods which the consumer may exercise his right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal.
  - c. The information about existing guarantees and after-sales service.
  - d. The price of the goods, services and/or digital content, including all taxes; cost of delivery, if applicable, and manner of payment, delivery and/or execution of the distance agreement.

- e. If the duration of the agreement is at least one year or open-ended, the requirements for cancellation of the agreement.
  - f. If the consumer has right of withdrawal, the standard form for withdrawal.
6. In case of a duration agreement the last paragraph only applies to the first delivery.

### **Article 6 – Right of withdrawal**

#### *Goods:*

1. The consumer may cancel an agreement for the acquisition of goods within the reflection period of 14 days. The trader may ask the consumer for the reason to cancel, but the consumer is not obligated to provide one.
2. The reflection period referred to in paragraph 1, starts on the day after the goods are received by the consumer, or by a third party appointed by the consumer in advance (not being the transporter), or:
  - a. If the consumer has ordered several goods in one order: the day on which the consumer, or a third party appointed by the consumer in advance, receives the last of the goods. The trader may refuse an order of several goods with separate delivery dates, if the consumer has been clearly informed about this by the trader before ordering.
  - b. If the delivery contains of separate parts or shipments: the day on which the consumer, or a third party appointed by the consumer in advance, receives the last shipment or part.
  - c. If it concerns a duration agreement: the day on which the consumer, or a third party appointed by the consumer in advance, receives the first of the goods.

#### *Services and digital content which is not delivered on a tangible medium:*

3. The consumer may cancel an agreement for services or digital content which is not delivered on a tangible medium within the reflection period of 14 days, without obligations. The trader may ask the consumer for the reason to cancel, but the consumer is not obligated to provide one.
4. The reflection period referred to in paragraph 3 starts on the day after concluding the agreement.

#### *Extended reflection period for goods, services and digital content which is not delivered on a tangible medium when not informed about the right of withdrawal:*

5. If the trader has not provided the consumer with the legally required information about the right of withdrawal, the extended reflection period ends twelve months after the end of the original reflection period as referred to in previous paragraphs of this article.
6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the start of the original reflection period, the extended reflection period ends 14 days after the day on which the consumer has received said information.

### **Article 7 – Obligations of the consumer during the reflection period**

1. During the reflection period the consumer will handle the product and packaging with care. The consumer will only extract or use the product to the extent that is necessary in order to determine the nature, characteristics and functioning of the product. The principle is that the consumer may only handle and inspect the product in the manner in which one would be allowed to in a shop.
2. The consumer will only be held liable for any loss of value of the product resulting from handling other than that is necessary as mentioned in paragraph 1.
3. If the trader has failed to provide the consumer with the legally required information concerning the right of withdrawal before or during the conclusion of the agreement, the consumer will not be held liable for any loss of value of the product.

### **Article 8 – Exercising the right of withdrawal and the resulting costs**

1. In order to exercise his right of withdrawal, the consumer will inform the trader before the end of the reflection period by means of the standard form for withdrawal or in another unambiguous manner.
2. As soon as possible, but within 14 days after the day following the notification as meant in paragraph 1, the consumer will return the product to the trader, in person or by mail. This is not necessary if the trader has offered to retrieve the product himself. The consumer has taken into account the return term in each case if he sends the product back before the reflection period has expired.
3. The consumer will return the product in its original state, including all delivered accessories, in the original packaging (if reasonably possible), abiding by the reasonable and clear instructions provided by the trader.

4. The risk and the burden of proof of exercising the right of withdrawal correctly and in time rest upon the consumer.
5. The consumer bears the costs of returning the product. If the trader did not inform the consumer these costs are his to bear, the consumer shall not be liable to bear the costs of returning the product.
6. If the consumer exercises his right of withdrawal after explicitly asking to start the delivery of the service during the reflection period, the consumer is held liable for the amount proportional to the share of the agreement that has been fulfilled by the trader at the moment of withdrawal, compared to the complete fulfilment of the agreement.
7. The consumer is not held liable for the costs of the delivery of the service as noted in paragraph 6, if:
  - a. The trader has failed to provide the consumer with the legally required information concerning the right of withdrawal or the standard form of withdrawal (if applicable), or;
  - b. The consumer did not explicitly ask to start the delivery of service during the reflection period.
8. The consumer is not held liable for the costs of complete or partial delivery of digital content (not on a material medium), if:
  - a. The consumer did not explicitly agree to start the fulfilment of the agreement during the reflection period;
  - b. The consumer has not recognised to lose his right of withdrawal when agreeing with the start of the fulfilment; or
  - c. The trader has failed to confirm this recognition by the consumer.
9. If the consumer exercises his right of withdrawal, any additional agreement will be automatically dissolved.

#### **Article 9 - Obligations of the trader when the right of withdrawal is exercised**

1. If the trader has the option for consumer to exercise his right of withdrawal by electronic means, he will confirm the notification by consumer as soon as possible upon receipt.
2. The trader shall reimburse all payments by consumer, including delivery costs, without delay within 14 days following the day of notification by consumer. Unless the trader offers to retrieve the product, the trader may delay reimbursement until the product is returned to the trader or until the consumer provided conclusive proof of complete return, whichever situation comes first.
3. Refunds will be issued using the same payment method as used by the consumer, unless the consumer agrees to a different payment method. Reimbursement is free for the consumer.
4. If the consumer has chosen a more expensive delivery method than the standard, cheapest option, the trader is not obligated to reimburse the additional cost of this more expensive delivery method.

#### **Article 10 - Exclusion of the right of withdrawal**

The trader may exclude the following goods and services of the right of withdrawal, but only if the trader makes this clear in the offer, states this clearly in the offer, or at any rate in good time before the agreement is concluded:

1. Goods and services whose price depends on fluctuations in the financial market over which the trader has no influence and which can occur within the reflection period;
2. Agreements concluded at a public auction. A public auction is understood as a method of sales in which goods, services and/or digital content is offered by trader at an auction which the consumer may attend, led by an auctioneer, and in which the successful bidder is obligated to buy the goods, services and/or digital content;
3. Service agreements, after fulfilling the service, but only if:
  - a. The fulfilment has been started with the explicit prior consent of the consumer; and
  - b. The consumer has declared to lose his right of withdrawal as soon as the trader has fulfilled the agreement completely;
4. Package holidays as mentioned in Article 7:500 Dutch Civil Code and agreements of passenger transport;
5. Service agreements for providing accommodation, if a certain date or period of time is set out in the agreement, other than for the purpose of residential accommodation, the transport of goods, car rental services and catering;
6. Agreements concerning leisure activities, if a certain date or period of execution is set out in the agreement;
7. Non prefabricated goods, which are tailor made to specifications by the consumer, or which are clearly meant for a specific person;

8. Products that deteriorate fast or have a limited best before date;
9. Sealed products that are unsuitable for returning due to health protection or hygiene of which the seal has been broken after delivery;
10. Products that are by nature irreversibly mixed with other products upon delivery;
11. Alcoholic beverages with a agreed upon price at concluding the agreement, but which can only be delivered after 30 days, and the real value is dependent on market fluctuations which the trader cannot influence;
12. Sealed audio and video recordings and computer software of which the seal has been broken after delivery;
13. Newspapers, periodicals or magazines, excluding subscriptions on these;
14. The delivery of digital content other than on a material medium, but only if:
  - a. The delivery has started with the explicit prior consent of consumer; and
  - b. The consumer has recognised his loss of the right of withdrawal.

#### **Article 11 – The price**

1. During the period of validity mentioned in the offer, the prices of the offered goods and/or services will not be raised, excluding price changes due to changes in VAT rates.
2. In deviation of paragraph 1, the trader may offer variable prices for goods or services whose prices are subject to market fluctuations which are beyond control of the trader. These fluctuations and the fact that the offered prices are guidelines will be mentioned in the offer.
3. Price increases within 3 months following the conclusion of the agreement are only allowed if they are consequences of legal regulations or stipulations.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the trader has stipulated this and:
  - a. these are the consequences of legal regulations or stipulations; or
  - b. the consumer has the right to cancel the agreement with effect from the day the price increase is implemented.
5. The prices of goods and services included in the offer are inclusive of VAT.

#### **Article 12 - Compliance and additional guarantees**

1. The trader guarantees the goods and services meet the agreement, the specifications outlined in the agreement, reasonable demands of soundness and usability and the existing legal requirements and provisions at the date of the agreement. If agreed upon, the trader guarantees the suitability for use in another way than normal.
2. An additional guarantee provided by the trader, his supplier, the manufacturer or importer will never limit the legal rights of the consumer as per the agreement or the option to claim damages if the trader has not fulfilled his part of the agreement.
3. An additional guarantee is understood to be any commitment of the by the trader, his supplier, the manufacturer or importer in which he grants certain rights or claims that go beyond his legal obligations if he has failed to fulfil his part of the agreement.

#### **Article 13 – Delivery and performance**

1. The trader will receive and execute the orders with the utmost care, as when judging requests for services.
2. The place of delivery is the address the consumer has made known to the trader.
3. In accordance to Article 4 of these terms and conditions the trader will deliver accepted orders as soon as possible, but no later than within 30 days, unless a different delivery time is agreed upon. If delivery is delayed, or if an order can only be executed in part or not at all, the consumer will be informed of this no later than 30 days after ordering. In that case, the consumer may cancel the agreement without costs and may claim damages if any.
4. Following cancellation in accordance with paragraph 3 the trader will return the payment by the consumer as soon as possible.
5. The risk of damage and/or loss of goods lies with the trader until the moment of delivery to the consumer or a pre-designated by the consumer and the trader announced representative, unless explicitly agreed otherwise.

#### **Article 14 – Duration transactions: duration, cancellation and renewal**

*Cancellation:*

1. The consumer may cancel an agreement of indefinite duration and which extends to a regular delivery of goods or services at any time, in accordance with the agreed upon cancellation rules and a notice period of no more than one month.
2. The consumer may cancel an agreement of definite duration and which extends to a regular delivery of goods or services at any time towards the end of the definite duration in accordance with the cancellation rules and a notice period of no more than one month.
3. The consumer may cancel the agreements as specified in paragraphs 1 and 2:
  - At any time and not be limited to a certain date or period;
  - At least in the same manner as in which the consumer has entered the agreement;
  - At all times with the same notice period as the trader has obtained for himself.

*Renewal:*

4. An agreement of definite duration and which extends to a regular delivery of goods or services may not be renewed or extended for a fixed period.
5. In deviation of paragraph 4 an agreement of definite duration and which extends to a regular delivery of newspapers, periodicals and magazines may be automatically extended for a fixed period of no more than three months, if the consumer may cancel this extended agreement towards the end of the extension with a notice period of no more than one month.
6. An agreement of definite duration and which extends to a regular delivery of goods or services may only be automatically renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is three months if the agreement extends to the delivery of newspapers, periodicals and magazines.
7. An agreement of definite duration and which extends a regular delivery of newspapers, periodicals and magazines as a first introduction (trial or introductory subscription) will not be automatically extended or renewed, but will end automatically at the end of the trial or introductory subscription.

*Duration:*

8. If an agreement has a duration of longer than one year, the consumer may cancel the agreement at any time after one year, with a notice period of no more than one month, unless reasonableness and fairness are opposed against cancellation before the end of the agreed duration.

**Article 15 - Payment**

1. Unless specified differently in the agreement or additional terms, the consumer will pay the amount due within 14 days following the start of the reflection period or, if a reflection period is lacking, within 14 days following the conclusion of the agreement. If the agreement concerns the delivery of services, this period starts the day after the consumer has received confirmation of the agreement.
2. If the agreement concerns the delivery of goods, the consumer may never be obligated to pay more than 50% of the amount due in advance. When payment in advance is agreed upon, the consumer has no rights concerning the execution or delivery of goods and/or services until the prepayment has been made.
3. The consumer is obligated to inform the trader of errors in the listed or issued payment information.
4. If the consumer does not fulfil his payment obligations when they are due, the trader may, after informing the consumer of his late payment and granting him another 14 days to make this payment, add the interest and collection costs to the payment due by the consumer, if the consumer still hasn't paid. The collection costs are maxed at: 15% on amounts due up to € 2.500,=-; 10% on additional amounts due up to € 2.500,=- and 5% on the additional amounts due up to € 5.000,=-, with a minimum of € 40,=-. The trader may only deviate from these amounts and percentages if it benefits the consumer.

**Article 16 – Complaint procedure**

1. The trader has a known complaint procedure and handles any complaint in accordance with this complaint procedure.
2. Complaints concerning the execution of the agreement must be submitted within able time after the consumer has established the defects, completely and clearly described to the trader.
3. Complaints submitted to the trader will be answered within 14 days, starting on the day of receipt of the complaint by trader. If a complaint requires a foreseeable longer processing period, the trader will confirm receipt of the complaint and will give an indication of the amount of time it will take to reply in more detail.
4. If a complaint can not be resolved within a reasonable amount of time or within 3 months after submitting the complaint, there will be a dispute that is open to the dispute regulation.

**Article 17 - Disputes**

1. Only Dutch law is applicable to all agreements for which these terms and conditions fully or partially apply or for any specific agreements.

**Article 18 – Additional or different provisions**

1. Additional or different provisions of these terms and conditions may not be to the detriment of the consumer and have to be documented in such a manner the consumer may save them on a material medium to be easily accessible.

## **Annex I: Standard form of withdrawal**

### **Standard form of withdrawal**

(only use this form in order to exercise the right of withdrawal; in that case fill in the form and submit to the trader)

- To: [ name of the trader ]\*  
  
[ street address of the trader ]\*  
  
[ fax number of the trader, if available ]\*  
  
[ e-mail address or electronic address of the trader ]\*
  
- I/We\* hereby inform you that I/we\* exercise our right of withdrawal, concerning  
  
the sale of the following goods: [indicate product]\*  
  
the delivery of the following digital content: [indicate digital content]\*  
  
the execution of the following service: [indicate service]\*,
  
- Ordered on/received on\* [order date of service or receipt date of goods]
- [Name of the consumer(s)]\*
- [Street address consumer(s)]\*
- [Signature consumer(s)]\* (only if submitted on paper)

\* Delete as appropriate or fill in if applicable.