

# the land of now<sup>®</sup>

Terms and conditions



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version 1-9-2022

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The Land of Now

Veenweg 9a  
9628 TW Siddeburen

[www.thelandofnow.com](http://www.thelandofnow.com)

Your  
stay

## 1. Applicability

1.1. These terms and conditions apply to all offers and to all agreements with regard to the provision of accommodation, the provision of accommodation and the use of goods (whether or not pursuant to rental) of The Land of Now VOF, established at Veenweg 9A in Siddeburen, hereinafter referred to as "The Land of Now".

1.2. The possible inapplicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.

1.3. If The Land of Now has already made these general terms and conditions available to the tenant several times, this is a permanent commercial relationship. In that case, The Land of Now does not have to provide the general terms and conditions again and again to apply them to subsequent agreements.

## 2. Formation of agreements

2.1. The agreement is concluded after the tenant has accepted the offer made by The Land of Now, even if this acceptance differs from the offer on minor points. However, if the tenant's acceptance deviates in essential respects from the offer, the agreement will only be concluded if The Land of Now has expressly agreed to these deviations in writing.

2.2. If the tenant issues an assignment to The Land of Now without prior offer, The Land of Now is only bound by this assignment after it has confirmed it to the tenant in writing.

2.3. Additions to or changes to the general terms and conditions or to the agreement as well as verbal agreements relating to the agreement or the general terms and conditions are only binding on The Land of Now after these have been confirmed to the tenant in writing.

## 3. Offers, quotes, prices

3.1. All offers or quotations from The Land of Now are without obligation, unless they contain a term for acceptance. If an offer or quotation contains a non-binding offer and this offer is accepted by the tenant, The Land of Now has the right to withdraw the offer within 2 working days after receipt of the acceptance.

3.2. The prices used by The Land of Now as well as the prices stated in the offers, quotations, price lists, etc. are exclusive of VAT and, if applicable, the current tourist tax. If the price includes VAT, this is clearly stated.

3.3. If the offer is based on information provided by the tenant and this information turns out to be incorrect or incomplete or changes afterwards, The Land of Now is entitled to adjust the prices stated in the offer.

3.4. Offers, quotations and prices do not automatically apply to follow-up orders.

3.5. Descriptions and descriptions in brochures and leaflets, promotional material and / or on the website of The Land of Now, such as dimensions, are as accurate as possible but are only indicative. No rights can be derived.

#### 4. Execution of the agreement

4.1. The agreed date or dates on which the accommodation and any guest rooms and property of The Land of Now must be made available to the tenant will be strictly observed by The Land of Now - except in cases of force majeure.

4.2. The Land of Now is obliged to make the agreed matters referred to in paragraph 1 of this article available unless:

- a. there is force majeure on the part of The Land of Now;
- b. the tenant does not fully meet his obligations under the agreement.

4.3. If it proves impossible to deliver the agreed services or goods in whole or in part to the tenant, due to a cause that is in the tenant's sphere, The Land of Now reserves the right to enter into the agreement with immediate effect, without prior notice of default, without judicial intervention, to dissolve in whole or in part by means of a written statement. All this without an obligation to compensate damage, costs and interest for The Land of Now.

4.4. The preceding paragraph does not affect the tenant's obligation to pay the agreed or owed price, as well as any other costs.

4.5. The Land of Now, after consultation with the local authority, is entitled to dissolve the agreement due to well-founded fears of disturbance of public order. If The Land of Now makes use of this authority, The Land of Now will not be obliged to pay any compensation.

4.6. All expenses incurred by The Land of Now in the context of the execution of the agreement at the request of the tenant will be borne entirely by the latter, unless the parties have expressly agreed otherwise in writing.

4.7. If and insofar as required for the proper execution of the agreement, The Land of Now has the right to have certain deliveries made by third parties. All this at the discretion of The Land of Now.

Far enough  
from the  
daily  
crowds,

Close to  
life.

A lively  
place,  
  
where the  
ordinary  
becomes  
extraordinary.

## 5. Obligations of the tenant

- 5.1. The tenant ensures that he provides all information required for the execution of the agreement to The Land of Now in a timely manner.
- 5.2. The tenant must use the accommodation and the items put into use in accordance with the intended use specified by The Land of Now.
- 5.3. The tenant and his guests must adhere to the manual established by The Land of Now. The operating instructions are available for inspection at the accommodation and will be sent digitally.
- 5.4. The tenant is liable for damage resulting from non-observance of this manual.
- 5.5. The tenant, his guests and any third parties to be engaged by him are obliged to strictly observe the instructions for use for equipment, the sound system, use of the spaces, furniture and materials. The tenant is liable for damage resulting from non-compliance with these operating instructions.
- 5.6. The tenant must check the accommodation and any items put into use after receipt for defects. The tenant must report any defects to The Land of Now without delay. If no defects are reported, the accommodation is deemed to be in good condition and the goods are deemed to have been received in good condition.
- 5.7. Pets do not have access to The Land of Now.
- 5.8. Our location is not suitable for events with children.
- 5.9. Smoking is not permitted in the property.
- 5.10. Fire, in any form (such as candles, tea lights), and incense are unfortunately not allowed (due to the presence of a thatched roof).
- 5.11. Using and offering psychedelic or mind-altering drugs, microdosing or plant medicines is not allowed on our location.
- 5.12. The tenant is obliged to use the accommodation and any accommodation keep things in good condition during the period of use and is responsible for damage incurred during the period of use.
- 5.13. The tenant is not permitted to make changes to or to the accommodation and the items used, other than with the prior permission of The Land of Now.
- 5.14. Defects in the accommodation and in the goods given in use, as well as damage and loss or theft, must be reported to The Land of Now immediately, stating all details.
- 5.15. If the obligations referred to in this article are not met in time, The Land of Now is entitled to suspend the execution of the agreement until the tenant has fulfilled its obligations. The costs related to the delay and / or the costs of performing additional work or other consequences arising from this are for the account and risk of the tenant.
- 5.16. If the tenant does not fulfill his obligations and The Land of Now fails to demand fulfillment from the tenant, this does not affect the right of The Land of Now to demand fulfillment at a later date. The agreement or the general terms and conditions, bind The Land of Now only after they have been confirmed in writing to the tenant.

## 6. Rent accommodation

6.1. This article is without prejudice to the applicability of the other articles of these general terms and conditions, specifically applicable to every agreement concluded between The Land of Now and the tenant in which The Land of Now has one or more rooms for an agreed period, whether or not together with one or rents several guest rooms to the tenant. The rented property will hereinafter be referred to as "the accommodation".

6.2. The period of use, price and specific agreements regarding the accommodation are stated in the agreement.

6.3. The accommodation can be occupied on the agreed day of arrival at the agreed time. The accommodation must be vacated at the agreed time on the agreed day of departure.

6.4. The tenant must deliver the accommodation on departure in the condition as he found the accommodation at the start of the period of use.

6.5. In the event of violation of the rules contained in these general terms and conditions and / or failure to follow directions from the staff, The Land of Now has the right to immediately remove the tenant and / or his guests from the accommodation and the associated grounds, without that the rent or part of it will be refunded.

6.6. If The Land of Now has a serious suspicion that the tenant and / or his guests are acting in violation of the law and / or public order and / or morality, The Land of Now is authorized to access the accommodation, provide.

6.7. The tenant and his guests can make free use of the wireless Internet connection available in the accommodation. Use of this is at the risk and responsibility of the tenant. The tenant indemnifies The Land of Now against claims resulting from the use of this connection in violation of the applicable laws and regulations by him and / or his guests.

## 7. Use movable property

7.1. This article is without prejudice to the applicability of the other articles of these general terms and conditions, specifically applicable to every agreement concluded between The Land of Now and the tenant for the use of movable property (whether or not pursuant to rent and rental) or any agreement in which a element of the use of movable property.

7.2. The period of use, price and specific agreements with regard to the items to be used are stated in the agreement.

7.3. Instructions for use of (kitchen) equipment, sound system, etc. must be carefully observed by the tenant.

7.4. The tenant indemnifies The Land of Now against claims from third parties, which claims arise from (the use of) the items used by The Land of Now.

7.5. The goods given in use remain the property of The Land of Now or third parties engaged by it. The tenant is not permitted to grant any other third parties any rights to the items given in use.

## 8. Complaints procedure

8.1. The tenant is obliged to immediately notify The Land of Now of any complaints about the execution of the agreement - in the broadest sense of the word - at the time of the execution of the agreement, so that The Land of Now can be enabled to submit the complaints, to investigate and remedy.

8.2. If complaints are not made known to The Land of Now within the above-mentioned period, the accommodation and any items put into use will be deemed to comply with the agreement and the agreement will be deemed to have been executed correctly.

8.3. Expressing or filing complaints does not suspend the tenant's payment obligation.

8.4. In case of a justified complaint, The Land of Now will repair or replace the item or refund or reduce the agreed price free of charge. All this at the choice of The Land of Now.

## 9. Liability

9.1. The Land of Now does not accept any liability other than the guarantees explicitly agreed or given by The Land of Now.

9.2. Notwithstanding the provisions of paragraph 1 of this article, The Land of Now is only liable for direct damage. Any liability for consequential damage, such as trading loss, loss of profit and / or loss, delay damage and / or personal and injury damage, is expressly excluded.

9.3. The tenant is obliged to take all measures that are necessary to prevent or limit the damage.

9.4. If The Land of Now is liable for damage suffered by the tenant, The Land of Now's obligation to pay compensation is at all times limited to a maximum of the amount paid out by its insurer in such cases. If the insurer of The Land of Now does not pay or the damage is not covered by insurance taken out by The Land of Now, The Land of Now's obligation to pay compensation is limited to a maximum of the invoice amount for the accommodation and / or movable property supplied.

9.5. The Land of Now is not liable to the tenant:  
a. for damage caused by improper use or use contrary to instructions for use or instructions given by or on behalf of The Land of Now;  
b. for damage to or with vehicles of the tenant on the grounds of The Land of Now;  
c. for damage due to loss, theft or damage to the tenant's property;

Verstillings-  
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dynamiek

d. for damage to whom or what arises as a direct or indirect consequence of any defect or any quality or circumstance to, in or on any movable or immovable property of which The Land of Now is the holder, tenant or owner or that is otherwise available to The Land of Now state.

9.6. In the cases listed in paragraph 5 of this article, the tenant is fully liable for all damage resulting from this and expressly indemnifies The Land of Now against all third-party claims for compensation for this damage.

9.7. The tenant is liable for damage resulting from non-compliance with the (house) rules, other regulations and rules and instructions for use of the goods or facilities made available by The Land of Now. The tenant expressly indemnifies The Land of Now against all third-party claims for compensation for this damage.

9.8. In all cases, the period within which The Land of Now can be held liable for compensation for established damage is limited to 6 months, counting from the moment when the liability for compensation has been established.

9.9. The tenant is liable for all damage that is and / or will arise for The Land of Now and / or any third party as a direct or indirect consequence of default (attributable shortcoming) and / or tort, including violation of house rules, committed by the tenant and / or those accompanying him.

9.10. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness on the part of The Land of Now or its management personnel at management level or if mandatory statutory provisions dictate otherwise. Only in these cases will The Land of Now indemnify the tenant against any third-party claims against the tenant.

For the  
pioneer

In every  
individual.

## 10. Payment

10.1. The Land of Now is entitled to charge a deposit of 25% of the rent when entering into the agreement.

10.2. The reservation is only final once the tenant has paid this deposit.

10.3. The rest of the invoice will be invoiced after the rental period and must be paid within 14 days.

## 11. Changes and cancellation

11.1. Unless parties have explicitly agreed otherwise in writing, the number of persons stated by the tenant can be changed free of charge up to 7 days before the agreed implementation date. Reducing the number of persons will no longer lead to a refund of the amount already paid by the tenant or part thereof.

Time  
for a  
good  
conversation.

11.2. "Cancellation" means the termination of the agreement before the agreed date of arrival.

11.3. Cancellation by the tenant is only possible in writing and if at the same time irrevocably offers to pay the following fees to The Land of Now:

- a. if canceled up to 3 months before the agreed date of arrival, the tenant owes the deposit of 25%;
- b. in case of cancellation up to 2 months before the agreed date of arrival, the tenant owes 50% of the rent;
- c. if canceled up to 1 month before the agreed date of arrival, the tenant owes 75% of the rent;
- d. in case of cancellation less than 1 month before the agreed date of execution of the agreement, the full agreed price is due.

11.4 The cancellation conditions stated in 11.3 do not apply if a program is not allowed to take place due to government measures regarding COVID19. In that case, the booking can be rescheduled to a later moment free of charge.

11.5. If the tenant does not show up on the agreed date without cancellation, he will owe the entire agreed price for the reserved service to The Land of Now.

11.6. The tenant is liable to third parties for the consequences of the cancellation and indemnifies The Land of Now in this respect.

11.7. The Land of Now is authorized to terminate an agreement both before the agreed date of arrival and after the agreed date of arrival, without being obliged to pay any compensation to the tenant and / or third parties, if there are indications that the meeting to be held has such a different character than might be expected on the basis of announcement by the tenant or on the basis of the capacity of the tenant and / or his guests, that The Land of Now would not have entered into the agreement if he was aware of the actual nature of the meeting had been informed. If The Land of Now uses this authority, the tenant is obliged to pay the full rent and the other costs.

11.8. If the use of the accommodation is terminated earlier than on the agreed date, the tenant is not entitled to a refund of (part of) the rent and / or costs.

## 12. Applicable law / competent court

12.1. Dutch law exclusively applies to the agreement concluded between The Land of Now and the tenant.

12.2. Any disputes will be settled by the competent court in the place where The Land of Now is located, although The Land of Now always retains the power to submit the dispute to the competent court in the place where the tenant is located.

12.3. The consumer is always entitled to choose to settle the dispute by the legally competent court, provided that he makes this choice known to The Land of Now in a timely manner. This means: within one month after The Land of Now has notified the consumer in writing. want to submit the dispute to the court of its place of business.

12.4. If the tenant is established outside the Netherlands, The Land of Now is entitled to act in accordance with the provisions of paragraph 2 of this article or - at its option - to bring the disputes before the competent court in the country where the tenant is located.



Welcome to The Land of Now

We are optimists,  
philosophers and  
artists.

Dreamers,  
bridge builders  
and doers.

The Land of Now is committed to empowering people to improve the quality of their lives and relationships and to realise social change from their own strength.

We inspire positive developments for a free and humane society and offer space for essence.

See you soon,  
Juliette Reniers & Frank Eijkelkamp

A lively place  
that offers space  
for the essence.

A place for  
the pioneer  
every individual.

A place that combines the exclusivity of personal attention with the grandeur of space. A place that inspires and encourages the creation of new realities.

We offer you an inviting place that is open to the essence of each individual and hope to welcome you soon as a guest at our home: The Land of Now.

You are welcome.

**the land of now®**

[www.thelandofnow.com](http://www.thelandofnow.com)