

Voucher scheme for cancellations for leisure companies

All leisure companies in the Netherlands who are members of the HISWA-RECRON trade association changed the applicable cancellation conditions on 13 March 2020 due to the unprecedented situation resulting from the coronavirus (Covid-19). The principles of reasonableness and fairness that play an important role in the implementation of agreements demand suitable and reasonable solutions for the problems these companies face in this unique and unforeseen situation. All companies in the leisure sector have therefore taken a variety of measures, including with regards to cancellations.

For all cancellations from 13 March 2020, those subject to the subsequent conditions and any cases in which the realisation of the agreement by the business and/or consumer is not or no longer possible, the leisure sector has created a voucher with a value that can be used to book a new accommodation with the leisure company that was compelled to cancel.

The scheme was set up in alignment with the Authority for Consumers and Markets (ACM) and the Dutch Ministry of Economic Affairs and Climate (EZK).

Conditions

The following conditions apply:

1. The leisure voucher is issued in cases involving the cancellation of rental accommodations due to the impossibility of providing the rented item or accommodation as a result of the unavoidable and extraordinary circumstances caused by the coronavirus pandemic, and applies as of 13 March 2020 for cancellations submitted to leisure companies that are members of the HISWA-RECRON trade association by 1 June 2020.
2. A leisure company can choose to also use this voucher scheme for cancellations made by the consumer due to the coronavirus should the company – despite measures established by the government or after the measures have been lifted – still be able to realise the agreement. The company is not compelled to do so, however.
3. The leisure voucher is valid for 12 months after the original arrival date. This means that the consumer must have booked the replacement accommodation within 12 months of the original arrival date of the rental agreement. The stay at this replacement accommodation must take place by 30 September 2021 subject to the availability of the accommodation.
4. The voucher can only be redeemed with the same leisure company with which the consumer had previously booked. If this involves a company with multiple locations, another of the company's locations can be selected in consultation with and permission from the company.
5. The value of the leisure voucher is equivalent to the amount the consumer had already paid and the company had already received, including any booking or administration costs, and does not entitle the consumer to the same or similar performance as involved in the original booking.
6. In case the costs related to the new agreement/booking are higher than the value of the leisure voucher, the consumer must pay the surplus amount, and the standard payment terms of the leisure company apply. Should the costs for the new agreement/booking be lower than the value of the voucher, the leisure company will provide a new voucher to the value of the difference (or settle via the already issued voucher), in which the conditions of this leisure voucher scheme

continue to apply. If the voucher or the newly issued voucher still has value after the validity as in Article 3 (12 months) has expired, the remaining amount will – on the initiative of the leisure company and an indication by the consumer – be deposited into the consumer's bank account by the leisure company which issued the voucher

7. The leisure voucher does not apply to accommodations based on seasonal (fixed) berths.
8. The leisure voucher clearly indicates the issuance date, validity, name of the relevant leisure company, booking number, name of the consumer and a unique number code. The voucher cannot be transferred to third parties, is non-redeemable for cash and will not be accepted as payment method during the accommodation period with the leisure company.
9. Changes to this scheme can be made insofar as HISWA-RECRON deems it necessary and/or the government extends its measures beyond 1 June 2020.

This voucher scheme is designed exclusively for members of HISWA-RECRON. HISWA-RECRON shall not be held liable for any use of the scheme by members of HISWA-RECRON and the conditions that are used by the members. In the case of a dispute between a HISWA-RECRON member and a consumer regarding the cancellation as intended in this scheme, compliance with the guarantee scheme included in the HISWA-RECRON terms & conditions explicitly does not apply.

