

YourCampingWebsite General Terms and Conditions

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These terms govern website design, development, branding, hosting and website care supplied by Brandmade b.v. under its YourCampingWebsite label. They apply to Business Customers and Consumers, with separate consumer protections where indicated. The agreed order describes the work and prices for each project.

1 Our identity and contact details

1.1 YourCampingWebsite and YourCampingWebsite.com are labels of Brandmade b.v. The contracting supplier is Brandmade b.v., referred to as Brandmade, we, us or our in these terms.

1.2 Our address is Bellinkstraat 24, 3223 HS Hellevoetsluis, the Netherlands. Our Dutch Chamber of Commerce registration number is 97948535. Contact us at mail@brandmade.nl or +31 6 5423 3260. Our websites are www.yourcampingwebsite.com and www.brandmade.nl.

1.3 Notices, complaints, cancellation requests and support requests may be sent to mail@brandmade.nl. Consumers may also use any other legally permitted method and the withdrawal function described in Article 7.

2 Definitions and scope

2.1 A Customer is the person or organisation entering into an agreement with us. A Business Customer acts for purposes relating to a trade, business, craft or profession. A Consumer is a natural person acting outside those purposes. Actual circumstances determine this status; a checkout selection does not remove statutory consumer rights.

2.2 The Agreement consists of the accepted order, any expressly agreed project specifications or changes, these terms and, where applicable, a data processing agreement. Written includes email and other electronic communications that can be retained.

2.3 The Development Services are the agreed website, content, translation, image editing and any commissioned logo or visual identity work. Hosting and Website Care are the recurring services described in Article 11. The Launch Date is the date on which the new website is made publicly available on the agreed production domain with the Customer's approval. An already registered domain, the existing website and a private preview do not determine the Launch Date.

2.4 Mandatory law prevails. An expressly agreed individual arrangement then prevails over the accepted order specifications, which prevail over these terms. The data processing agreement prevails for matters specifically concerning processing on the Customer's behalf. Only an agreement that is actually accepted can alter an existing order.

2.5 These terms apply to YourCampingWebsite orders and replace general Brandmade terms for those orders unless expressly agreed otherwise. We expressly reject Business Customers' purchasing conditions unless accepted in writing. Invalid provisions do not invalidate the remaining agreement. Any replacement provision must respect mandatory law and may not recreate an unfair consumer term.

3 Ordering and formation of the Agreement

3.1 For online orders, the Agreement is formed when the Customer has submitted the final order after accepting these terms and the full one-time Development Services payment has been successfully received through the designated payment provider. An unsuccessful, abandoned or unverified payment does not create a paid order. We send a written order confirmation containing the agreed scope, prices, recurring commitment and the accepted version of these terms.

3.2 Before ordering, the Customer can review and correct the order, read and download these terms, and see both the payment due now and the mandatory future annual hosting fee. Consumer prices and totals include applicable VAT. Business prices may be shown excluding VAT if this is clearly stated.

3.3 A person ordering for an organisation must have authority to bind it. The Customer must provide accurate contact, billing, domain and project information. We do not assume that a person is a Business Customer merely because they use a personal email address or request a camping website.

3.4 If a paid order cannot lawfully or technically be performed, we discuss a workable alternative. We cannot unilaterally replace the ordered scope. If no alternative is agreed and the obstacle is not attributable to the Customer, we refund the payment attributable to services we cannot supply. Statutory remedies remain available.

3.5 A free homepage concept does not create a paid development or hosting agreement. It covers the concept expressly offered, not a functioning website or unrestricted design revisions. Before payment, the concept may be reviewed internally but may not be published, implemented or supplied to another builder without our written permission. Rights to a concept included in the final paid design are governed by Article 16.

4 Project scope and Customer cooperation

4.1 The accepted order specifies the plan, page allowance, languages, copy support, image work, feedback rounds, booking connection and any logo or identity deliverables. No specific plan price is fixed by these terms. Work outside that scope requires prior agreement on its price and effect on the schedule.

4.2 A page is a separate original page or accommodation detail page. A translation of that same page does not count as an additional page. Simple legal pages formatted from Customer-supplied text are outside the main page allowance where the order so provides. Drafting legal advice or policies is not included unless expressly agreed with a suitably qualified provider.

4.3 The Customer supplies the information, usable photographs, branding, access permissions and external-provider credentials reasonably required for the agreed work. Included copywriting and translation still require accurate source information from the Customer. We explain what is needed. The project is scheduled once the full development payment and all required materials and access have been received, subject to consumer withdrawal arrangements.

4.4 The Customer appoints a contact person authorised to give consolidated feedback and approvals. One feedback round means one collected set of comments on the presented version. A change of direction after approval, new functionality and additional rounds are assessed as proposed additional work; they are not charged without prior agreement.

4.5 Customer delays, changed instructions and unavailable external systems may require rescheduling. We explain the consequences and agree any additional work before charging for it. A delay does not itself constitute approval, trigger launch or start annual hosting fees.

5 Timing and delivery

5.1 The usual planning estimate for a complete website is approximately six weeks after the requirements in Article 4.3 are met. It is an estimate, not a guaranteed or automatically binding deadline. We agree the actual schedule for each project and inform the Customer about material delays. This does not remove statutory rights concerning excessive delay or non-delivery.

5.2 Where the free homepage offer promises a concept within one week, that period begins after we receive the required information and usable photographs. We notify the applicant if required materials are missing.

5.3 We exercise reasonable professional care and deliver the agreed specifications. Design preferences are discussed during the included feedback process. We do not guarantee a particular number of bookings, revenue, search ranking, advertising result or uninterrupted availability of external systems.

6 Development payment and cancellation

6.1 The full one-time development price is payable when ordering. It is an advance payment of the agreed development fee, not a separate deposit or the first instalment of a split payment arrangement. Hosting is charged separately as described in Articles 9 and 10.

6.2 If a Business Customer voluntarily cancels before launch, the development fee remains payable and paid development amounts are not refunded, except for costs demonstrably saved by the cancellation, sums we recover through replacement work for the same reserved capacity, and amounts that must be credited under applicable law. This arrangement concerns the agreed project and reserved capacity and is not an additional cancellation penalty. We provide a reasoned calculation on request and do not recover the same loss twice. No Hosting and Website Care fees arise if launch has not occurred.

6.3 For Consumers, Article 7 governs withdrawal during the statutory period. Outside that period, cancellation of an unfinished development assignment is settled under applicable mandatory law. We may charge lawful expenses and reasonable remuneration for work performed, taking account of the benefit to the Customer, the reason for termination and costs saved. We do not automatically retain the entire advance payment merely because the Customer cancels. Any balance that is not lawfully due is refunded.

6.4 Following lawful completion and acceptance, a change of mind or a decision not to use the delivered design does not create a contractual refund entitlement. Rights relating to defective performance, withdrawal where still available, termination for breach and other mandatory remedies remain unaffected.

6.5 If we fail to perform the Agreement, the Customer may exercise applicable remedies, including requiring performance, repair, a price reduction or termination where the law permits. We are normally given a reasonable opportunity to remedy a remediable failure, unless the law permits an immediate remedy. If we end an uncompleted project without a Customer breach, we account for the services supplied and refund any payment for services not supplied or otherwise not lawfully due.

7 Consumer withdrawal rights

7.1 A Consumer who concludes the Agreement online or by another qualifying distance method may withdraw without giving a reason within fourteen days after the day the Agreement is concluded. A longer mandatory period applies if required information was not supplied. Commissioned website development is not treated as automatically exempt simply because it is personalised.

7.2 The Consumer may withdraw by an unambiguous statement sent to mail@brandmade.nl, by post to our address, or through the clearly labelled Withdraw from my order function on our website. The model withdrawal form in the Appendix may be used but is not compulsory. Sending the notice before expiry is sufficient. We acknowledge electronic withdrawal notices without undue delay on a durable medium.

7.3 Unless the Consumer expressly requests an earlier start, we do not begin paid Development Services during the withdrawal period. Any earlier-start request is separate from acceptance of these terms, is not preselected and is confirmed in the order email. It does not promise immediate commencement when materials or access are incomplete.

7.4 If the Consumer expressly requests work during the withdrawal period and has received the required information about payment, withdrawal may result in a proportionate charge for the services actually supplied up to withdrawal. That charge is calculated against the agreed total service price, or the market value of what was supplied if that total price is excessive. Without the legally required request or information, no such charge is made.

7.5 The right to withdraw from fully performed Development Services expires during the withdrawal period only where the Consumer expressly consented to full performance and acknowledged in advance that the right would be lost once those services were fully performed.

Starting the work, paying or approving these terms alone does not extinguish withdrawal rights. Completion of development does not amount to full performance of a continuing hosting service.

7.6 If hosting starts within the original withdrawal period, a separate express early-performance request covering hosting is required before any proportionate withdrawal charge for that service can arise. Annual advance billing does not mean that a full year of hosting has been performed. No hosting fees are payable for an order withdrawn before launch.

7.7 We refund amounts repayable following withdrawal within fourteen days after receiving the notice, using the original payment method unless the Consumer expressly agrees to another method without additional cost. Any legally permitted proportionate service charge is accounted for transparently.

8 Review and launch approval

8.1 We present the website for review before launch. The Customer checks the agreed functions, text, translations, campsite information, contact details, images, prices and booking journey. We resolve reported deviations from the agreed specifications. Additional wishes follow Article 4.4.

8.2 Design approval and launch are agreed expressly in writing or through a retained electronic approval. Silence does not constitute approval. We confirm the Launch Date and the annual hosting period in writing.

8.3 For twenty-one days after launch, we correct reported reproducible development defects attributable to us and within the agreed scope without an additional development charge. A development defect is a failure to meet an agreed specification, not a new preference or feature request.

8.4 This twenty-one-day correction period is an additional service commitment, not a deadline that extinguishes legal rights. Hidden defects and mandatory consumer conformity, digital-service and update rights remain governed by law. Customer approval does not waive those rights. Changes made by the Customer or another provider are excluded from this additional correction commitment only to the extent that they caused the defect; any proposed paid repair is agreed in advance.

9 Mandatory hosting and annual billing

9.1 Each website plan includes a mandatory initial Hosting and Website Care agreement with Brandmade. Its first twelve-month service period begins on the Launch Date. The recurring fee, annual total and commitment are disclosed before ordering. Hosting may later be terminated or moved under Articles 10 and 15.

9.2 We invoice the annual Hosting and Website Care fee in advance on the Launch Date, and subsequently on each anniversary of that date. Each invoice is payable within fourteen calendar days of its invoice date. The anniversary remains the same if an invoice is issued late. Annual

invoicing is a billing frequency; consumer termination rights may result in a shorter payable service period.

9.3 For an anniversary on 29 February in a year without that date, the anniversary is 28 February. The confirmation identifies the actual service period. Payment reminders and temporary suspension do not restart or extend it.

9.4 A monthly equivalent displayed in marketing is not a monthly payment option or a monthly contract unless expressly agreed. The checkout and confirmation state the annual amount and applicable consumer cancellation rights prominently.

9.5 These terms do not provide automatic price indexation. The price remains as agreed unless the parties expressly agree a change. We do not change a price merely by publishing a new price list or updating these terms.

10 Renewal and ending hosting

10.1 For Business Customers, the initial twelve-month period automatically renews for successive twelve-month periods unless notice is received at least one calendar month before the next anniversary. Notice may be sent to mail@brandmade.nl. We acknowledge it and confirm the end date. Earlier termination or transfer during a committed period is by agreement or under an applicable legal right. A transfer alone does not waive payment for a validly committed period.

10.2 For Consumers, the initial agreed period is twelve months. After it ends, the service continues for an indefinite period and may be cancelled at any time with no more than one month's notice. A Consumer may give notice during the initial term to prevent continuation after it. Any mandatory right to terminate earlier, including rules applying to contracts for services, remains available. No clause imposes a cancellation penalty that mandatory law prohibits.

10.3 Following lawful Consumer termination, advance hosting fees attributable to the unused period after the effective end date are refunded proportionately. Annual invoicing does not impose a new twelve-month lock-in. Any earlier refund required by law is also honoured.

10.4 We send an informational reminder approximately six weeks before the initial anniversary and subsequent annual invoice dates, stating the applicable renewal or continuation arrangement and cancellation method. The invoice itself is still issued on the anniversary. A reminder is not a substitute for clear pre-contract disclosure.

10.5 Cancellation does not require our approval where the Customer is exercising a contractual or statutory right. A written confirmation is evidence of processing, not a condition for valid notice. Consumers can also cancel using the same type of channel through which the contract was concluded where required by law. We do not require a registered letter or a compulsory telephone call.

11 Hosting and Website Care services

11.1 The agreed service includes hosting with the primary website server in Amsterdam, an SSL/TLS certificate, Cloudflare configuration used for the website, the selected premium plugin licences during the active agreement, routine website and plugin updates, server maintenance, agreed security and uptime monitoring, daily backups and reasonable technical support for the delivered website. The order specifies any limits and additional features.

11.2 Backups are retained for a rolling period of one calendar month. We take reasonable care in creating and restoring them. Restoration from an available backup for an incident within our agreed maintenance responsibility is included. Paid recovery work outside that scope requires prior agreement. The backup arrangement is not permanent archiving and does not guarantee that every file, transaction or change can always be recovered.

11.3 We may use qualified technical partners and suppliers, while retaining responsibility for our own contractual obligations. Hosting in Amsterdam does not mean all processing remains there: CDN, security, support and other supplier operations may involve other locations, subject to applicable data protection arrangements.

11.4 Appropriate maintenance and security measures reduce risks but cannot guarantee absolute security, absence of errors or uninterrupted availability. Maintenance may require temporary interruption. We give reasonable notice of planned material downtime where practicable, and may act immediately in a security emergency. We investigate and remedy faults within our responsibility with reasonable diligence.

11.5 Content changes, new pages, redesigns, new integrations, domain and email services, external-provider subscriptions and exceptional recovery work are excluded unless expressly included in the order. Migration and changes are priced in advance. Licence availability and third-party compatibility are subject to their respective terms; we discuss any material loss of agreed functionality and lawful remedies with the Customer.

11.6 Consumers retain mandatory rights to updates, conformity and remedies for relevant digital content or services. We do not use maintenance exclusions to avoid those rights.

12 Support and complaints

12.1 Send service requests and complaints to mail@brandmade.nl, with the affected website, an explanation and relevant screenshots where available. Our working days are Monday to Friday, excluding Dutch public holidays. We respond to ordinary service requests within five working days and reported website malfunctions within one working day.

12.2 Response means a substantive acknowledgement and an initial assessment or request for information. It is not a promise that every issue will be resolved within that period. We explain the expected next steps and keep the Customer informed of material developments. No round-the-clock emergency or uptime service level is promised unless separately agreed.

12.3 The Customer should report defects reasonably promptly after discovery and give us a reasonable opportunity to investigate and remedy them where the law requires it. These

provisions do not impose an arbitrary short forfeiture period or limit a Consumer's legal remedies.

13 Late payment and suspension

13.1 If an invoice remains unpaid after its due date, we send a first reminder. If it remains unpaid, we send a second reminder giving at least fourteen further days after receipt to pay, specifying the outstanding sum and warning clearly of possible suspension and any applicable consequences.

13.2 Only after that final period expires may we temporarily take the hosted website offline for a material overdue, undisputed payment, to the extent proportionate and lawful. We investigate genuine invoice disputes and do not suspend solely over an amount reasonably disputed while the undisputed balance is paid. Suspension does not itself delete the website, transfer domain ownership or terminate the contract.

13.3 For Business Customers, the fee for actual reactivation following a lawful payment suspension is EUR 150 excluding applicable VAT. For Consumers, any separately disclosed reactivation charge must be lawful, proportionate and reflect reasonable actual reactivation costs. It will not exceed EUR 150 including VAT. No fee applies for wrongful suspension or reactivation made necessary by our own fault. Statutory limits on default and collection charges cannot be circumvented by calling a charge reactivation.

13.4 Lawful interest and collection costs may be charged. Business debts are subject to applicable statutory commercial interest. Consumer debts are subject to applicable statutory interest and collection-cost limits; no consumer collection costs are charged before the required compliant fourteen-day notice has expired. We do not charge arbitrary reminder penalties.

13.5 During lawful suspension, valid payment obligations continue only to the extent allowed by the Agreement and law. We restore service with reasonable diligence once the grounds are resolved and lawful reactivation arrangements are met. We do not promise automatic instantaneous restoration.

14 External systems and Customer responsibilities

14.1 We supply the booking and payment connection specified in the order, such as an external link, available widget or expressly commissioned integration. The Customer contracts with and is responsible for operating its own reservation and payment providers, accounts, subscriptions, charges, booking conditions, pricing and guest transactions.

14.2 We remain responsible for implementing our agreed connection with reasonable professional care. We do not guarantee the operation of an independent third-party platform. Provider outages, changed APIs, modules, prices or policies may affect the connection. We assess necessary changes and agree any chargeable additional work before proceeding. A third-party event does not automatically excuse an error attributable to us.

14.3 The Customer protects its credentials, uses suitable passwords and access controls, and informs us of suspected compromise. It does not install conflicting software or allow unauthorised technical changes to the managed environment. Responsibility for an incident depends on its actual cause; access under a Customer account does not automatically establish Customer fault.

14.4 The Customer must not use the website for unlawful activity, infringement, malware or spam. We may proportionately restrict unlawful material or a genuine immediate security threat, notify the Customer where lawful, and explain what is needed to restore service. Permanent termination follows applicable contractual and legal requirements.

15 Moving or ending the hosted website

15.1 When hosting ends, our live hosting service, maintenance, backups and provider-supplied licences cease. The website will no longer be served from our environment. This does not revoke the Customer's rights in its paid design or permit us to treat the Customer's domain as our property.

15.2 If we manage the domain, we provide the applicable transfer token, authorisation code or other reasonable registrar assistance. If the domain is managed elsewhere, the Customer requests it from that registrar. Transfers remain subject to the relevant registry rules. We do not withhold a Customer-owned domain solely to pressure payment of an unrelated disputed invoice.

15.3 On request, we provide a standard available export of the Customer's website files, content and database needed for migration, excluding third-party materials we are not entitled to distribute. A standard export is provided without a separate migration fee. We can perform the migration or specialist preparation as paid additional work after agreeing the scope and price.

15.4 The receiving host must meet the website's technical requirements and arrange replacement licences and services where needed. We cannot guarantee that our managed setup, premium licences, Cloudflare configuration or all functions will transfer unchanged. We identify known dependencies in the handover.

15.5 We coordinate a reasonable handover before the effective end date. Unless a different lawful arrangement is agreed, the inactive hosted website and available exports are retained for thirty days after service ends solely for handover, then deleted. Backups expire through the one-month retention cycle; the Customer is informed before final deletion. The data processing agreement and mandatory data export, return or deletion rules take precedence. Legally required business records are retained separately. A Customer should obtain its export before this retention period expires.

16 Ownership and intellectual property

16.1 Following full payment of the agreed Development Services fee, the Customer owns the final bespoke website design and any final commissioned logo and visual identity that we are entitled to transfer. We document the transfer of transferable economic copyrights in a written

signed deed or other legally sufficient instrument. Until that transfer is completed, the Customer receives a perpetual licence to use those paid final deliverables for the agreed website and brand, including migration to another host.

16.2 The Customer receives the agreed final logo and identity design files, including the usable digital and print formats and agreed editable design files. Unselected concepts, internal working materials, reusable methods, general code libraries and pre-existing tools remain ours unless expressly included. Commissioned final copy is included in the transfer to the extent we own its transferable rights. Customer-supplied materials remain the Customer's or the original rights holder's property.

16.3 Third-party software, themes, plugins, fonts, stock media and other licensed components remain subject to their own licences. We cannot transfer rights we do not hold. The Customer must obtain replacement licences after migration where required. Any agreed perpetual design rights survive termination of hosting.

16.4 The Customer confirms that it has the necessary rights and permissions for supplied text, photographs, portraits, trademarks and other material and authorises their use for the agreed work. We must also respect third-party rights in material we supply. For Business Customers, a proportionate indemnity applies to third-party claims caused by unlawful Customer-supplied material or instructions, excluding claims caused by our own fault. We notify the Customer promptly and involve it reasonably in the defence and settlement. Consumers remain subject to applicable law rather than this business indemnity.

17 Texts translations images and online compliance

17.1 We prepare the copy and language versions within the agreed scope, using professional care and, where appropriate, AI-assisted tools. The Customer checks the accuracy of campsite facts and approves the content before publication. A native-language professional review is included only if expressly ordered. Approval does not excuse a negligent error by us or remove mandatory rights.

17.2 AI-assisted image enhancement is intended to improve suitable photographs while keeping the real campsite recognisable. We do not deliberately add nonexistent facilities or misrepresent pitch sizes. The Customer approves edited images before publication. AI output can contain errors and may not qualify for exclusive intellectual property protection; we do not promise otherwise.

17.3 We provide the agreed technical foundations for search visibility, including appropriate structure and agreed page metadata. We do not guarantee rankings, traffic, bookings or a particular SEO score. We may connect Google Analytics if agreed and implement the agreed Complianz cookie consent configuration.

17.4 Cookie consent software and analytics installation are technical services, not a blanket guarantee of legal compliance. We configure what we supply with reasonable care, including required prior blocking of nonessential tracking. The Customer supplies accurate information about its processing, approves relevant notices and informs us of new scripts or providers.

Legal policy drafting, ongoing regulatory audits and certification of accessibility are excluded unless expressly agreed. Any mandatory obligation resting on Brandmade remains ours.

17.5 We do not use guest databases, private messages or other unnecessary personal data in AI tools. Any required processing of identifiable people in supplied photographs must have an appropriate lawful basis and supplier safeguards.

18 Personal data and confidentiality

18.1 We handle confidential Customer information with reasonable professional care, restrict access to those who need it for the service and bind relevant staff and partners to confidentiality. This does not prevent lawful disclosure required by a competent authority. The confidentiality obligation continues after termination.

18.2 Hosting, backups, maintenance and access to a website can involve processing personal data even if we do not run the Customer's reservation system. The Customer ordinarily controls the purposes of processing visitor or guest data, and Brandmade acts as processor to the extent it processes that data on the Customer's behalf. Our own contact, order, payment and invoicing processing is explained in our separate privacy notice.

18.3 Where Article 28 GDPR applies, the parties enter into an appropriate data processing agreement before that processing begins. It identifies the processing, data types, persons concerned, duration, instructions, security measures, authorised subprocessors, incident notification, assistance, audit arrangements and return or deletion procedure. These general terms alone are not a substitute for that agreement.

18.4 We use authorised subprocessors and international access or transfers only with the required contractual and legal safeguards. Server location alone is not sufficient assurance. Applicable arrangements must also cover any support access from outside the European Economic Area. We notify the Customer of relevant incidents and cooperate as required by the GDPR and the data processing agreement. A service-response target does not delay legally required incident notification.

19 Portfolio use

19.1 We may identify a Business Customer and display its public website, logo and non-confidential screenshots as examples of our work after launch. The Customer may reasonably object in writing, including before publication; we then refrain from or discontinue that promotional use. Permission does not extend to guest databases, private correspondence, personal portraits or testimonials not separately authorised.

19.2 For Consumers, promotional use of a name, website or personal material requires separate freely given permission. It is not a condition of ordering. Any necessary portrait, privacy or third-party permission must also be obtained for Business Customers. We do not publish invented reviews or imply that a Customer endorses us without permission.

20 Liability for Business Customers

20.1 We are liable for attributable failure under the Agreement subject to the following limitations, which apply only to Business Customers and only to the extent permitted by law. For a remediable failure, liability normally requires written notice identifying the failure and a reasonable opportunity to remedy it, except where notice is not legally required.

20.2 For direct loss arising from Development Services, our aggregate liability for that project is limited to the agreed one-time development fee paid or payable for that project, excluding VAT. For direct loss arising from Hosting and Website Care, our aggregate liability for all events in any twelve-month service period is limited to the hosting and care fees paid or payable for that period, excluding VAT. Related events are treated as one event. The same loss cannot be recovered twice under both limits; where both service categories genuinely contributed, their applicable limits may be combined.

20.3 Direct loss includes reasonable costs of establishing the cause and extent of the failure, reasonable necessary costs of correcting our failure where lawfully incurred, and reasonable measures to prevent or limit direct loss. Subject to Article 20.4, we exclude liability for lost profit, lost revenue, lost bookings, lost anticipated savings, business interruption, reputational loss and indirect or consequential loss. Reasonable direct data restoration costs are treated as direct loss, not automatically excluded merely because data was affected.

20.4 No limitation or exclusion applies to loss caused by intent or deliberate recklessness of Brandmade or its management, death or personal injury for which liability cannot lawfully be limited, or any other non-excludable liability. These terms do not limit a data subject's statutory rights or bind a regulator. A limitation may also be unenforceable where applying it would be unacceptable under applicable standards of reasonableness and fairness.

20.5 We are not responsible for loss caused solely by the Customer's own wrongful changes or an independent provider outside our contractual responsibility. This does not exclude loss attributable to our own selection, configuration, instructions, safeguards or performance where we are legally responsible. The Customer takes reasonable measures to mitigate loss.

21 Liability and remedies for Consumers

21.1 The business liability caps, business consequential-loss exclusions and business indemnity in these terms do not apply to Consumers. Consumer liability and remedies are governed by applicable law. We do not exclude statutory rights to performance, conformity, correction, updates, proportionate refunds, termination or compensation where available.

21.2 A Consumer remains responsible for its own conduct under applicable law. A duty to check campsite facts, protect credentials or approve a design does not transfer our own legal responsibilities to the Consumer.

22 Force majeure and termination for breach

22.1 An event outside our reasonable control may excuse affected performance only to the extent that it legally constitutes force majeure, could not reasonably be prevented or overcome, and is not attributable to us. Supplier failure, a cyberattack or a connectivity issue is not automatically force majeure merely because a third party is involved.

22.2 We notify the Customer of a material impediment, take reasonable steps to limit its effects and discuss the schedule. If affected services cannot be provided for more than thirty consecutive days, either party may terminate the affected unperformed part, without prejudice to earlier statutory rights. Payments for services not supplied are refunded or otherwise settled according to law. Force majeure does not permit us to retain payment indefinitely for services never supplied.

22.3 Either party may terminate for a material breach under applicable law, normally after a written notice and a reasonable cure period unless immediate termination is permitted. We use suspension or termination proportionately. Sale of a camping business, insolvency or a proposed transfer is addressed in consultation and subject to applicable law; it does not authorise arbitrary deletion of data or forfeiture of Customer property.

22.4 Transfer of the Agreement to another person requires the legally necessary cooperation or consent. Any change of supplier must preserve applicable Customer rights. Consent to transfer hosting is not consent to undisclosed new fees or a new committed term.

23 Governing law disputes and language

23.1 Dutch law governs the Agreement. For Consumers, this choice does not remove mandatory protections of the law that would apply without the choice, including applicable protections in the Consumer's EU country of habitual residence.

23.2 We first seek to resolve complaints through direct discussion. Business disputes are submitted to the competent court in Rotterdam, the Netherlands, unless mandatory law requires otherwise. Consumers may bring claims before a court available to them under applicable jurisdiction rules. We bring a claim against a Consumer only before a court permitted by those rules. No exclusive Rotterdam forum is imposed on Consumers.

23.3 These terms are supplied in English and may be translated. For Business Customers, the English version prevails in a translation discrepancy to the extent lawful. For Consumers, translations must preserve the same rights and clear information; a language-priority clause cannot remove mandatory rights, excuse misleading translation or displace legal rules on interpreting unclear consumer terms.

23.4 The version accepted at ordering is retained with the order. We do not retroactively replace it by publishing an amended version. A material change to an existing agreement requires valid agreement or another lawful basis and adequate notice, including any required right to terminate. Continued use alone is not treated as acceptance where the law requires express consent.

Appendix Consumer model withdrawal form

Complete and send this form only if you wish to withdraw from your distance contract. You may instead send any clear statement of withdrawal.

To Brandmade b.v., Bellinkstraat 24, 3223 HS Hellevoetsluis, the Netherlands;
mail@brandmade.nl.

I/We hereby give notice that I/we withdraw from my/our contract for the provision of the following service: _____

Ordered on: _____

Order reference: _____

Name of consumer(s): _____

Address of consumer(s): _____

Email address: _____

Signature of consumer(s), only if this form is notified on paper: _____

Date: _____

If you asked us to start services during the withdrawal period, a proportionate charge may apply only under the conditions in Article 7. No reason for withdrawal is required.