



## RECRON TERMS AND CONDITIONS

These RECRON terms and conditions were laid down in January 2003 in consultation with the *Consumentenbond* (Netherlands Consumers' Association) and the *ANWB* (Royal Dutch Touring Club) within the framework of the *Coördinatiegroep Zelfreguleringsoverleg* (Self regulatory consultation Coordination group) (CZ) of the *Sociaal-Economische Raad* (Social Economic Council) and shall be in force as of the 1<sup>st</sup> of April 2003. The Self regulatory consultation Coordination group appreciates mentioning the above when citing from these General Terms and Conditions.

### Article 1: Definitions

These terms and conditions mean by:

- a. holiday residence: tent, collapsible camper, camper, (site)caravan, bungalow, summer house, hikers' cabin and such;
- b. entrepreneur: the company, the institution or association that put the holiday residence at the disposal of the holiday maker;
- c. holiday maker: the person who concludes the agreement on the holiday residence with the entrepreneur;
- d. fellow holiday maker: the person(s) also listed on the agreement;
- e. third party: any other party not being the holiday maker and/or his fellow holidaymaker(s);
- f. agreed price: the remuneration that will be paid for the use of the holiday residence; any and each item that is not included in the price must be mentioned and this based on a price list;
- g. costs: any and all costs for the entrepreneur that are connected with operating the recreation park;
- h. information: data provided in writing or digitalized on the use of the holiday residence, its facilities and the regulations regarding a stay;
- i. committee on disputes: the Disputes Committee in 's-Gravenhage, installed by *ANWB*/Netherlands Consumers' Association/RECRON;
- j. cancellation: termination in writing of the agreement by the holiday maker, before the commencement date of the stay.

### Article 2: Contents agreement

1. The entrepreneur puts at the disposal of the holiday maker a holiday residence, and this for holiday purposes therefore not for permanent habitation; this holiday residence shall be of the sort or type agreed upon for the agreed period of time and the agreed price
2. The entrepreneur shall be obliged to provide the holiday maker in advance with the written information on the basis of which this agreement has also been concluded. The entrepreneur shall always inform the holiday maker in time in writing of changes therein.
3. In the event that the information deviates considerably from the information provided at the conclusion of the agreement, then the holiday maker shall be entitled to cancel the agreement without being obliged to settle any costs.
4. The holiday maker shall be obliged to observe the agreement and the information belonging thereto. He shall see to it that fellow holiday makers and/or third parties visiting him and/or staying with him shall also observe the agreement and the information belonging thereto.
5. In the event that the stipulations included in the agreement and/or the information belonging thereto violate the RECRON terms and conditions then the RECRON terms and conditions shall prevail. However, this does not affect any individual additional arrangements that the holiday maker and the entrepreneur may make whereby these terms and conditions are deviated from in favour of the holiday maker.

### Article 3: Duration and expiry of the agreement

The agreement shall expire by operation of law when the period of time agreed has passed whereby notice being given shall not be required.

### Article 4: Price and price change

1. The price shall be agreed upon on the basis of the rates then applicable, rates that have been determined by the entrepreneur.
2. In the event that, after determination of the agreed price, because of an increase of the financial burden on the side of the entrepreneur, additional costs arise as a consequence of a change in expenditure and/or levies that relate directly to the holiday residence or the holiday maker, then these may be passed on to the holiday maker, and this also after the conclusion of the agreement.

### Article 5: Payment

1. The holiday maker must settle his payments in euros, unless differently agreed upon, thereby observing the periods of time agreed upon.
2. In the event that the holiday maker, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of time of two weeks after receipt of the written demand, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.
3. In the event that at the day of arrival the entrepreneur is not in possession of the total amount owed, then he shall be entitled to deny the holiday maker access to the holiday residence, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.
4. Any and all extrajudicial costs reasonably made by the entrepreneur, after having given notice of default to the holiday maker, shall be at the expense of the latter. In the event that the total amount has not been paid in time and after a demand for payment has been made in writing, then the interest percentage statutorily laid down shall be charged on the amount still outstanding.

### Article 6: Cancellation

1. In case of cancellation the holiday maker shall pay a remuneration to the entrepreneur. This remuneration shall amount to:
  - in case of cancellation more than three months before the commencement date, 15% of the agreed price;
  - in case of cancellation within three to two months before the commencement date, 50% of the agreed price;
  - in case of cancellation within two months or one month before the commencement date, 75% of the agreed price;
  - in case of cancellation within one month before the commencement date, 90% of the agreed price;
  - in case of cancellation on the day of the commencement date, 100% of the agreed price.
2. The remuneration shall pro rata be repaid after deduction of administrative costs in the event that the place is reserved for the same period or part thereof by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur.

### Article 7: Use by third parties

1. The holiday residence may only be used by third parties in the event that the entrepreneur has granted written consent.
2. The consent given may be accompanied by terms and conditions which will then have to be put down in writing in advance.

### Article 8: Premature departure of the holiday maker

The holiday maker shall then owe the full price for the agreed period on the basis of the rates then charged.

### Article 9: Premature termination by the entrepreneur and eviction because of attributable shortcoming and/or unlawful act

1. The entrepreneur may cancel the agreement with immediate effect:
  - a. In the event that, in spite of prior written warning, the holiday maker, fellow holiday maker(s) and/or third party/parties does not/do not or not adequately observe the obligations laid down in the agreement, the information belonging thereto and/or government regulations and this to such a degree that according to criteria of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;



- b. In the event that, in spite of prior written warning, the holiday maker causes inconvenience for the entrepreneur and/or fellow holiday makers or spoils the good atmosphere on or in the close vicinity of the site;
  - c. In the event that, in spite of prior written warning, the holiday maker acts in violation of the destination of the grounds by using the holiday residence in a certain manner.
2. In the event that the entrepreneur wishes premature cancellation and vacation he shall be obliged to inform the holiday maker thereof in a letter handed to the latter by the entrepreneur himself. The letter must point out to the holiday maker that he has the possibility to bring the dispute before the Disputes Committee and the period of time as described in Article 13 paragraph 3 that must then be observed. The written warning may be omitted in urgent cases.
  3. After cancellation the holiday maker must see to it that the holiday residence is vacated and the grounds are left as soon as possible, however, within 4 hours at the latest.
  4. The holiday maker shall in principle remain under the obligation to pay the agreed rate.

Article 10: Legislation and regulations

1. The entrepreneur shall at all times see to it that the holiday residence, both inside and outside, satisfies all environmental and safety demands that (may) be set by the authorities in connection with holiday residences.
2. The holiday maker shall be obliged to observe strictly all safety precautions that are in force on the site. He shall also see to it that fellow holiday maker(s) and/or third party/parties that visit him or stay with him shall observe strictly the safety precautions in force on the site.

Article 11: Maintenance, installations and grounds

1. The entrepreneur shall be obliged to maintain the recreation grounds and the central facilities in a good state of repair.
2. During the term of the agreement, the holiday maker shall be obliged to maintain the holiday residence and its immediate surroundings in the same state as the one in which the holiday maker received such.
3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed to dig into the site, to fell trees, to trim down bushes or to carry out any other act whatsoever of a similar nature.

Article 12: Liability

1. The statutory liability of the entrepreneur for any other damage than loss resulting from injury or death, shall be limited to a maximum of € 455.000,- per event. The entrepreneur shall be obliged to take out an insurance to cover this.
2. The entrepreneur shall not be liable for any accident, theft, damage or loss on his grounds unless such is the result of a shortcoming that is attributable to the entrepreneur.
3. The entrepreneur shall not be liable for any consequences of extreme weather influences or any other form of circumstances beyond his control.
4. The entrepreneur shall be liable for any interruptions occurring in the utility services unless he may invoke circumstances beyond his control.
5. The holiday maker shall be liable vis-à-vis the entrepreneur for any loss or damage caused by his actions or failure to act, by those of his fellow holiday maker(s) and/or third party/parties or their failure to act, and this in so far as this concerns loss or damage that may be attributed to the holiday maker, his fellow holiday maker(s) and/or third party/parties.
6. The entrepreneur shall be obliged to take suitable measures after the holiday maker has reported nuisance caused by other holiday makers.

Article 13: Regulation on disputes

1. The Netherlands law shall apply to any and all disputes in connection with the agreement. The Disputes Committee or a Netherlands Court shall be competent by exclusion to take cognizance of these disputes. Notwithstanding the stipulations included in paragraph 3, all this does not affect the right to bring the matter before the Court whenever these terms and conditions refer to the Disputes Committee.
2. Any disputes between the holiday maker and the entrepreneur on the creation or execution of the agreement these terms and conditions apply to, may be brought before the *Geschillencommissie Recreatie* (Disputes Committee Recreation), P.O. Box 90600, [NL]2509 LP 's-Gravenhage (visiting address: Bordewijklaan 46, [NL]2591 XR 's-Gravenhage), both by the holiday maker and by the entrepreneur.
3. A dispute shall only be dealt with by the Disputes Committee in the event that the holiday maker brings his complaint in writing before the entrepreneur within two weeks after it has arisen. Subsequently, the holiday maker must bring the dispute in writing before the Disputes Committee ultimately two months after he has brought his complaint before the entrepreneur, thereby stating names and addresses of the holiday maker and the entrepreneur and a clear description of the dispute and the claim. In case the holiday maker has brought the dispute before the Disputes Committee, then the entrepreneur shall not have any other choice of forum.
4. The Disputes Committee shall not be authorized to accept a dispute that refers to a complaint in connection with illness, physical injury, death or the failure to pay an invoice that is not based on a material complaint.
5. In case the entrepreneur submits a dispute to the Disputes Committee then it shall not accept this dispute until the holiday maker has declared in writing within one month that he shall submit to the judgment of the Disputes Committee and has deposited any (remaining) amount of money that he may owe in a bank account held by the Disputes Committee.
6. In case the holiday maker brings a dispute before the Disputes Committee, this committee shall not accept this dispute until the holiday maker has deposited any (remaining) amount of money that he may owe in a bank account held by the Disputes Committee. The holiday maker shall be obliged to pay this amount into an account to be designated by the Disputes Committee within one month. In case the holiday maker does not do so in time, then it shall be assumed that he is not willing to submit to the judgment of the Disputes Committee.
7. Handling a dispute shall be contingent on the payment of a remuneration.
8. With regard to the way disputes are being handled, reference is made to the *Reglement Geschillencommissie Recreatie* (Regulation for the Disputes Committee Recreation).

Article 14: Performance bond

1. RECRON shall take upon itself the obligations of any RECRON member vis-à-vis a holiday maker, that has been enforced upon such member by the Disputes Committee as a binding opinion on the basis of the terms and conditions agreed upon between RECRON and the *Stichting Geschillencommissie voor Consumentenzaken* (Disputes Committee for Consumers' Interests Association) in the event that the entrepreneur concerned has not fulfilled these obligations within the period of time laid down in the binding opinion.
2. Should the entrepreneur have brought the binding opinion before the civil court within two months after the date of such opinion, then any possible fulfilment of the binding opinion shall be suspended until the civil court has ruled on the matter.
3. For the performance bond to be applicable, the holiday maker must invoke its application in writing in a letter addressed to RECRON.

Article 15: Alterations and changes

Alterations to and changes of the RECRON terms and conditions may only be made in consultation with the consumers' organisations, in this matter represented by the *ANWB* (Royal Dutch Touring Club) and the *Consumentenbond* (Netherlands Consumers' Organisation).