

Voucher scheme for cancellations for leisure companies

As of 13 March 2020, due to the exceptional and unforeseen situation resulting from the spread of the Corona virus (Covid 19 virus), all leisure companies in the Netherlands, affiliated to the trade association HISWA-RECRON, have adjusted the cancellation conditions applicable to their agreements in cases where the leisure company cannot (properly) fulfil its share of the agreement with the consumer. 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.

This scheme was established with the utmost care and was submitted to the Consumer and Market Authority (ACM) and the Ministry of Economic Affairs and Climate upon establishment.

Conditions

The following conditions apply:

1. The leisure voucher is issued in the event of cancellation of agreements relating to the recreation company's failure to implement the agreement in the context of the occurrence of unavoidable and extraordinary circumstances arising from the Corona virus, and shall apply from 13 March 2020 to cancellations which have been or are made until 1 July 2020 at leisure companies, which are members of the trade association HISWA- RECRON.
2. A leisure company may also choose to apply this leisure voucher scheme to cancellations made by consumers due to the corona crisis, in the event that the leisure company is able to implement the agreement, despite the measures put forward by the government or after those measures have been lifted. However, the company is not obliged to do so.
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. Adjustment of this scheme may take place if deemed necessary by HISWA-RECRON, and/or the government extends its measures beyond 1 July 2020.

This voucher scheme was established exclusively for HISWA-RECRON members. HISWA-RECRON does not acknowledge any liability regarding the use of the scheme by HISWA-RECRON members and the conditions applied by those members. In the event of a dispute between a HISWA-RECRON member and a consumer about the cancellation referred to in this scheme, the compliance guarantee scheme, as set out in (all) the HISWA-RECRON terms, expressly does not apply.