



SAMEN
GENIETEN

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS ROOMPOT TRAVEL & ROOMPOT PARTNERS

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1. DEFINITIONS

Arrival: the start date of the period for which the Agreement between the Holiday Lessee and the Operator has been entered into.

Accommodation: all holiday accommodation for recreational purposes (e.g. tent, caravan, trailer home, bungalow, apartment, campsite pitch etc.).

Accommodation Provider: the owner and/or manager (appointed by the owner) of the Accommodation to be leased out.

General Terms and Conditions: these general terms and conditions, which apply to all Agreements concluded between the Holiday Lessee and the Operator for the rental of an Accommodation with the Accommodation Provider.

Facilities: all facilities in or outside of the Parks of which use can be made based on the Agreement.

Guests: all persons covered by the definition of Holiday Lessee or Joint Holiday Lessee and who use the Accommodation and/or Facilities of the Parks, and additionally visitors to the Park.

Joint Holiday Lessee: the persons who the Holiday Lessee says will accompany him/her on the trip when he/she makes the booking and/or who form part of the travel party.

Operator: the party with whom the Holiday Lessee enters into an Agreement. The name of the operator appears at the bottom of the summary of costs.

Agreement: the Agreement for the rental of an Accommodation, along with the associated General Terms and Conditions.

Park: the Park in which an Accommodation can be found.

Park Rules: the rules for staying at the park, as imposed by the Accommodation Provider.

Holiday Lessee: the person who or legal entity which has made the booking and is entering into the Agreement.

Booking Total: the fee for the rental of the Accommodation including any discounts and excluding any surcharges that may apply.

In Writing: by letter or email.

Deposit: a fee which may be charged up front to offset any damage caused directly or indirectly by the Guest during his/her stay, or any particularly dirty surfaces requiring additional cleaning. Any outstanding payments can also be deducted from the Deposit. The Deposit shall be deposited into the Holiday Lessee's bank account within 7 days of the Holiday Lessee's departure, provided that the bank account number is known and no damage (as referred to above) has been found. Issue no. 3

Website: the website(s) of the Operator used to conclude the Agreement

Words used in these definitions in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Agreements between the Operator and the Holiday Lessee in respect of the rental of Accommodations. These Terms and Conditions constitute an inextricable part of the Agreement.

3. CONCLUSION OF THE AGREEMENT AND RESERVATIONS

An agreement for the rental of an Accommodation is concluded by means of offer and acceptance. This Agreement may be concluded at the reception of the Park, but also by making a reservation.

Agreements can only be concluded by Holiday Lessees aged 21 or over. If the Holiday Lessee is under the age of 21, the Operator may impose additional conditions.

If the Holiday Lessee's Joint Holiday Lessees are under the age of 21, the Holiday Lessee must accompany these Joint Holiday Lessees for the entire duration of their stay.

An Accommodation may be reserved both online and by telephone. Both types of reservation are binding for both parties.

Online reservation:

- An Agreement is concluded if:
 - a. the Holiday Lessee agrees to these General Terms and Conditions;
 - b. the Holiday Lessee enters all the data required to make an online reservation and then submits the reservation by clicking 'make your booking', and;
 - c. the Operator has confirmed the reservation to the Holiday Lessee In Writing.
- The receipt of all reservations made via the Website will be confirmed in an email to the Holiday Lessee or, at the urgent request of the Holiday Lessee, by post, which means that the reservation has been received and is being processed. Following confirmation the reservation becomes binding for the Holiday Lessee.
- If the Holiday Lessee has not received confirmation of receipt by email there may have been a problem with the booking and the Holiday Lessee should contact the Operator, otherwise he/she will have no entitlement to the reservation.

Telephone reservations:

The Holiday Lessee can also make a reservation over the telephone.

Where a reservation is made by telephone an Agreement is immediately concluded.

Summary of costs

Once a reservation made via the Website or by telephone has been verified and processed, the Operator will send the Holiday Lessee a summary of costs by email (or by post at the Holiday Lessee's request). If the Holiday Lessee has not received this summary of costs within 5 days of making a reservation, he/she should contact the Operator otherwise he/she will have no entitlement to the reservation. The Operator must be notified of any inaccuracies in the summary of costs within 24 hours.

Right of withdrawal

Reservations made are final and binding on the Holiday Lessee. The right of withdrawal (also known as the cooling-off period) as referred to in the Dutch Civil Code does not apply to services relating to the rental of Accommodation.

Holiday Lessee

- The Holiday Lessee must be aged 21 or over at the time of booking.
- The Holiday Lessee is liable for all Joint Holiday Lessees who are named and who accompany him/her and for all Guests who visit the Holiday Lessee at the Park.
- All correspondence will take place using the Holiday Lessee's details.

4. CANCELLING OR AMENDING THE AGREEMENT

Cancellation by the Holiday Lessee

In some cases, a holiday must be cancelled due to unforeseen circumstances. In this case the Holiday Lessee or his/her alternate must notify the Operator In Writing or by telephone (during office hours). Generally, a fee shall be charged in the event of a cancellation of, or change to, an Agreement.

Following cancellation the Holiday Lessee will receive a cancellation notice from the Operator, which will state the fee charged for the cancellation.

In addition to the reservation fees and any preference surcharges (plus any insurance premiums), the Holiday Lessee or Joint Holiday Lessee will owe the Operator the following amounts:

- For cancellations up to 92 days prior to Arrival: 15% of the booking total;
- For cancellations from the 92nd up to and including the 62nd day prior to Arrival: 50% of the booking total;
- For cancellations from the 62nd up to and including the 31st day prior to Arrival: 75% of the booking total;
- For cancellations from the 31st up to and including 1 day prior to Arrival: 90% of the booking total;
- In the event of a cancellation on the day of Arrival or later: 100% of the booking total.

Cancellation by the operator

The Operator is entitled to cancel the reservation in the event of force majeure or unforeseen circumstances. For the purposes of these General Terms and Conditions, 'unforeseen circumstances' and 'force majeure' shall be deemed to include (but not be limited to) the following:

- a. The Accommodation no longer being suitable for rental (for example: due to flooding, fire or breach of contract on the part of the Accommodation Provider).
- b. The Accommodation no longer being available (for instance, because the Accommodation was suddenly sold by the Accommodation Provider, because of a double booking or because the Accommodation Provider has been declared bankrupt).

The Operator will notify the Holiday Lessee of such situations immediately by telephone or In Writing, stating reasons. It shall also seek to offer the Holiday Lessee equivalent Accommodation at the same Booking Total. In the absence of any appropriate alternative Accommodation, or if the Holiday Lessee does not agree to the alternative offered, the Operator will refund the fully or partially paid Booking Total without any obligation on the part of the Operator to pay the Holiday Lessee compensation.

Changes

The Holiday Lessee may make changes to an Agreement up to 28 days prior to Arrival. The cost of the booking must not be less than the original cost of booking after the change.

Any such changes may be subject to a rebooking fee.

Substitution:

If the reservation is transferred in full to a third party, the Holiday Lessee must notify the Operator In Writing.

Any such changes will be subject to a rebooking fee.

Any amounts already paid will be deemed to have been paid by the acquiring party. The transferring party and the acquiring party must organise this between themselves.

5. FINANCIAL PROVISIONS

Payment

Upon receipt of the summary of costs, the following amounts must be paid: *Within* 14 days: 50% of the invoice. The Operator must receive the remaining amount 8 weeks prior to Arrival.

If the Holiday Lessee books within 8 weeks prior to Arrival, the total invoice must be settled immediately.

The total amount shown in the summary of costs must always be paid in full prior to Arrival.

Failure to pay within the payment term

If the Operator has not received the payments in good time, it is entitled to terminate (cancel) the Agreement and hold the Holiday Lessee liable for the cancellation fee. The cancellation fee shall be set off against previously made payments.

6. OBLIGATIONS OF THE HOLIDAY LESSEE AND JOINT HOLIDAY LESSEE

The Holiday Lessee, Joint Holiday Lessee and any Guests must comply with the obligations arising from these General Terms and Conditions and the Park Rules.

Failure to comply with these obligations will be considered an attributable failure to perform the Agreement leading to liability for compensation on the part of the Holiday Lessee vis-à-vis the Operator. The Operator shall also be entitled to terminate the Agreement.

7. USE OF THE ACCOMMODATION

Condition of the Accommodation and nature of use

- The Accommodation will be made available to the Holiday Lessee and/or Joint Holiday Lessee in a good condition. If the Holiday Lessee and/or Joint Holiday Lessee feels that it is not in good condition, he/she must notify the Park's receptionists of this fact at once. - The Holiday Lessee is obliged to treat the Accommodation and the objects in it with great care. Upon vacating the Accommodation, the Holiday Lessee shall leave it in a clean and tidy state.
- Prior to vacating the Accommodation, the Holiday Lessee must notify the Park's receptionists of any damage to the Accommodation caused by the Holiday Lessee or Joint Holiday Lessee and pay for this damage immediately.
- If the Accommodation is left in an unclean or damaged state, the Operator is entitled to deduct its losses from the deposit.
- The Holiday Lessee is only permitted to use the Accommodation for recreational purposes, unless explicitly agreed otherwise In Writing. 'Recreational purposes' shall in any event not include use by the Holiday Lessee of the Accommodation during a period in which one or more of the users of this Accommodation or these Accommodations carry out work, whether paid or unpaid, and whether or not carried out under a contract of employment.
- Holiday Lessees are not permitted to hire the Accommodations on a permanent basis.

Maximum number of persons permitted

The use of the reserved Accommodation by more than the maximum number of persons for the Accommodation (including children and babies) as stated on the Website is not permitted. In this case the Operator may refuse the Holiday Lessee or Joint Holiday Lessee access to the Accommodation. In such cases, the Tenant shall not be entitled to restitution of any payments already made. Visitors cannot be received or stay overnight without the Operator's prior approval.

Pets

Pets are only permitted where explicitly stated.

The post-booking registration of pets will be considered a change.

Where pets are brought along without prior notice, the Operator may refuse access to the Park and/or the Accommodation. An additional cleaning fee will be charged if a Holiday Lessee chooses to bring a pet to the Accommodation. Pets must always demonstrably meet the health and vaccination requirements of the country in which the Accommodation is situated. In the event of failure to meet these requirements or inability to demonstrate that these requirements have been met, the Operator may refuse the pet access to the Accommodation or the Park. The Holiday Lessee shall at all times be liable for any damage caused by the pet to the Accommodation or to the Park.

8. FACILITIES (INSIDE OR OUTSIDE THE PARK)

Opening hours and costs

The description of the Accommodation on the Website provides information about the Facilities on offer, the relevant opening hours and any costs. If no costs are stated for the use of Facilities, this does not mean that these Facilities may be used free of charge.

9. TRAVEL INFORMATION

Arrival and departure

Arrival and departure times are stated in the Arrival Information, which the Holiday Lessee will receive no less than 8 days prior to departure. This information can also be found on the Website. In the case of last-minute bookings, the Holiday Lessee can contact the Park's reception.

In the event of late arrival or early departure, the costs for the entire period booked must still be paid in full.

10. COMPLAINTS PROCEDURE

If a Guest has a complaint during his/her stay at the Park, he/she can contact the Park's reception and/or manager to enable the Operator to resolve the complaint. If the complaint is not resolved to the Guest's satisfaction, he/she may submit the complaint In Writing, within two weeks of returning home, to the Quality Department via kwaliteit@holiday-services.nl or by post to Quality Department, PO Box 6, 4460 AA Goes. The email or letter must state the complaint, any booking number, the Guest's contact details and any other information that may be useful to the Operator when dealing with the complaint.

11. BOOKING TOTAL AND OTHER COSTS

- Discounts cannot be combined.
- The Operator reserves the right to make changes to the Booking Total if an increase in government levies or taxes gives cause to do so.
- Any discount offers do not apply to existing Reservations.

12. LIABILITY

- The Operator and Accommodation Provider are not liable for loss and/or theft (including cash), damage to property, losses or injury sustained by the Holiday Lessee and/or Joint Holiday Lessee by whatever cause.
- The use of the Accommodation and of all the Facilities and services provided in the Park shall at all times be at the Holiday Lessee's and/or Joint Holiday Lessee's own risk.
- The Operator accepts no liability for unexpected construction activities in the vicinity of the reserved Accommodation, work on access roads and/or main roads, unwelcome levels of noise, for instance from neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance from vermin and environmental problems in the vicinity of the Park and/or the Accommodation.
- The Holiday Lessee and/or Joint Holiday Lessee is expected to familiarise himself/herself with the local laws and regulations. The Operator is not liable for the consequences of any infringement of such laws and regulations by the Holiday Lessee and/or Joint Holiday Lessee.

Liability of the Holiday Lessee

While staying at the Accommodation, the Holiday Lessee shall be liable for any damage caused during his/her stay to the Accommodation, the furniture or any other objects belonging to the Accommodation booked by the Holiday Lessee, irrespective of who caused the damage. If any such damage arises, it must first and foremost be settled between the Accommodation Provider and the Holiday Lessee.

13. PRIVACY

The Operator's privacy statement can be accessed via a link in the summary of costs and on the website.

14. APPLICABLE LAW AND COMPETENT JUDGE

- Agreements concluded, amended or expanded on the basis of these General Terms and Conditions are governed by the laws of the Netherlands, unless another country's laws apply pursuant to order-of-precedence rules.
- Disputes relating to the Agreement may only be brought before the competent court in Middelburg. If the Holiday Lessee is a natural person who is not acting in the course of his/her profession or business, the Holiday Lessee will be granted a period of at least one month of the date on which the Operator has invoked this provision In Writing in which to choose In Writing a legally competent court for the settlement of the dispute.

15. OTHER PROVISIONS

The Holiday Lessee is responsible for providing the correct contact details and must immediately report any change in his/her contact details to the Operator.