

GENERAL TERMS AND CONDITIONS VACATION PARK DE KLEPPERSTEE

1. General provisions

1.1. These General Terms and Conditions apply to all quotations, offers and transactions concluded between De Klepperstee and third parties relating to the rental and hire of Camping Pitches for the placement of a Camping Device or Mobile Home/Chalet/Cabin on the De Klepperstee recreation grounds and/or the rental and hire of an Accommodation or part thereof, a Camping Device or Mobile Home/Chalet/Cabin.

1.2. In these terms and conditions, the following definitions shall apply:

- A. **Accommodation:** a recreation unit owned by De Klepperstee intended to be rented out.
- B. **De Klepperstee:** the private company with limited liability Recreatiepark De Klepperstee B.V., which operates the company Vakantiepark De Klepperstee, which company (i) provides (rents) camping pitches for the placement of a Camping Device or Mobile Home/Chalet/Cabin and/or (ii) rents an Accommodation or part thereof, a Camping Device, or Mobile Home/Chalet/Cabin.
- C. **Camping Place:** the location indicated by De Klepperstee, on which a Camping Device or Mobile Home/Chalet/Cabin may be placed by the Recreant during the Period agreed upon with De Klepperstee in the Agreement.
- D. **Camping Device:** trailer tents, camper vans, caravans or similar accommodation not to be considered a Structure, intended for recreational stay and where the users have their main residence elsewhere.
- E. **Recreant:** the person with whom De Klepperstee enters into an Agreement for Recreational Purposes for the placement of a Camping Device or Mobile Home/Chalet/Cabin on the grounds of De Klepperstee, during the Period mentioned in the Agreement.
- F. **Recreational purposes:** a stay of a temporary nature on the grounds (lands) of De Klepperstee and such solely and exclusively in the context of recreation. Permanent residence by the holiday maker, family members and/or others and/or temporary accommodation of the holiday maker, family members and/or others, including (temporary) employees, in the broadest sense of the word, is not permitted and is strictly prohibited.
- G. **Agreement:** the Rental and Leasing Agreement between De Klepperstee and the Recreant regarding the use of a Camping Site at De Klepperstee for the placement of a Camping Device

or Mobile Home/Chalet/Cabin and/or the Agreement of Rental and Lease of an Accommodation or part thereof, a Camping Vehicle or Mobile Home/Chalet/Cabin, to which Agreement these general terms and conditions apply.

- H. **Period:** the period of time mentioned in the Agreement between The Klepperstee and the Recreant, distinguishing between the following Periods:
 - (a). A Period of 5 years, or so much shorter as in the lease, for Cabins.
 - (b). A Period of 1 (one) year, being the Period between January 1 and 31,
 - (c). A Period of a season, side the Period from April 1 to November 1
 - (d). temporary, being one night or more, but not a season or year;
- I. **Facilities:** facilities that are constructed and maintained by De Klepperstee for the benefit of the Recreant, such as, for example, toilet buildings, laundromat, electricity and water pipes, playgrounds and garbage dump. Maintenance and work on Facilities (or other parts of De Klepperstee) may take place throughout the year.
- J. **Mobile home/Chalet/Cabin:** an object (recreational unit) that can be moved as a whole and is intended for recreational residence, its users having their main residence elsewhere.
- K. **Stabling and/or Storage:** the placing and keeping placed of a Camping Means on the grounds of De Klepperstee in the Period between successive seasons (November 1 through March 31), during which Period no overnight stays are permitted in the Camping Means.
- L. **Reservation:** a booking made by a Recreant for a particular Period for the current season.
- M. **Internal costs:** internal costs of operating De Klepperstee.
- N. **Park Costs:** costs related to the provision of services, such as security, surveillance, garbage removal, maintenance of green areas and roads. Furthermore, Park Costs mean the various municipal and other taxes, levies and/or charges payable by De Klepperstee that arise from regulations, measures, laws, ordinances, directives and/or codes, all in the broadest sense.
- O. **Rules of Conduct:** rules to be observed when using a Camping Pitch, Camping Device, Mobile Home/Chalet/Cabin and/or Accommodation standing and/or located at De Klepperstee and/or while staying at De Klepperstee, in any capacity and for any reason.
- P. **Structure:** any structure, of any size, of wood, stone, metal, plastic or other material, which is connected to the ground at its place of use, either directly or indirectly, or is supported directly or indirectly

in or on the ground. This includes awnings, windbreaks, tent covers, canopies and fencing, for example.

Q. **Klepper Dunes:** the lands located on the north side of Freedom Road.

2. Content of the Agreement, various obligations

- 2.1. De Klepperstee shall place at the disposal of the Recreant a designated Camping Place for the placement of a Camping Device or Mobile Home/Chalet/Cabin and/or a designated Accommodation or part thereof for the stay, on which or in which the Recreant may reside during the Period mentioned in the Agreement and under the terms and mentioned therein, solely and exclusively for Recreational purposes.
- 2.2. The Recreant undertakes towards De Klepperstee to use the provided Camping Place or Accommodation solely and exclusively for Recreational purposes and to to De Klepperstee the fee (price) agreed in the Agreement, within the agreed period of time. Furthermore, the Recreant undertakes vis-à-vis De Klepperstee to strictly and fully comply with all provisions mentioned in the Agreement, in these General Terms and Conditions and/or in the Rules of Conduct and the appendices belonging to these documents, and to strictly follow/comply with the instructions given by or on behalf of De Klepperstee.
- 2.3. The Recreant shall not allow more persons and/or other persons to spend the night on or in the Camping Place or Accommodation rented by him than agreed in the Agreement, on the understanding that the Recreant, who a seasonal or annual pitch, shall in principle and with due observance of the provisions of Article 10 paragraph 3, after having obtained permission from De Klepperstee, be permitted to allow children, parents, parents-in-law, brothers and/or sisters to spend the night on or in the Camping Place or Accommodation rented by him without being required to pay an overnight rate for this purpose.

If the holiday maker wishes to replace a Camping Device or Mobile Home/Chalet/Cabin that he has placed on a camping pitch on the grounds of De Klepperstee under the terms of an Agreement with another Camping Device or Cabin, or if he wishes to place and/or replace any building structure on the camping pitch rented by him, he shall always require the prior written permission of De Klepperstee, while the necessary permissions and/or governmental approvals must be obtained and the requirements of aesthetics, the Style Book and safety regulations must met.d. imposed by De Klepperstee, or by the government or otherwise, all this with due observance of the provisions of Article 8 paragraphs 7 and 8. If the holiday maker wishes to adjust or change the external condition of the Camping means or Mobile Home/Chalet/Cabin, he/she always requires prior written permission from De Klepperstee.

- 2.4. The Recreant, who has placed a Mobile Home/Chalet/Cabin on the grounds of De Klepperstee, is to connect it, if present, to the water supply system,

gas and electricity network of De Klepperstee and the Recreant is obliged to have the gas connection inspected at his own expense once every five years by an installer selected by De Klepperstee and in a Period specified by De Klepperstee.

- 2.5. The Recreant with an annual pitch undertakes to The Klepperstee to comply with the Style Book prepared by The Klepperstee, which has been made available to The Recreant by The Klepperstee.

3. Duration / termination of the Agreement.

- 3.1. The Agreement between De Klepperstee and the Recreant is entered into for the Period mentioned in the Agreement.
- 3.2. Agreements pertaining to the Period of a season and/or year, as referred to in Article 1 Paragraph 2, sub H., which have not been terminated in a timely manner by one of the parties in the manner to be indicated below, shall each time be deemed to have been entered into anew for the same Period; in that case, the latest general terms and conditions and Rules of Conduct published by De Klepperstee shall apply and De Klepperstee shall be free to adjust the price, as referred to in Article 4, for the new (upcoming) season/year.
- 3.3. Cancellation of the Agreement with respect to a seasonal pitch (or without Storage) or an annual pitch, must be made no later than two (2) months before the expiry of the period for which the Agreement has been entered into, failing which the Agreement will be deemed to have been entered into anew for the same Period, with due observance of the provisions under 3.2 above.
- 3.4. Termination of the Agreement with respect to a seasonal pitch (or without Stalling) or an annual pitch may furthermore be effected subject to a notice period of one (1) month in the event that a substantial change occurs in the Facilities to be made available to the Recreant by The Klepperstee, the General Terms and Conditions and/or the Rules of Conduct, or in the event that the fee (price) for the new season or year is substantially increased in comparison to preceding year or season. The Period of one (1) month runs from the day of dispatch of the letter notifying De Klepperstee of the change(s). Cabins are subject to a different arrangement as specified in the agreement.
- 3.5. Termination has the consequence that no Agreement will be established between The Klepperstee and the Recreant for the new season or year and the concluded Agreement will end at the end of the period for which the Agreement was entered into. Termination does not release the Recreant from the obligation to pay the full price for the Period for which the Agreement was entered into.
- 3.6. The termination referred to in this article paragraphs 2 through 4 must be made by registered letter.

- 3.7. The Klepperstee shall further have the right to the Agreement concluded between The Klepperstee and the Recreant in the following cases:
- A. the Recreant, his partner, his family members and/or his guests, despite prior warning, does/do not comply with the provisions of the Agreement, the General Terms and Conditions, the Rules of Conduct and/or the instructions of De Klepperstee and the Recreant and/or one of the aforementioned persons by his/her/their actions harms/damages the reputation of De Klepperstee.
 - B. De Klepperstee needs the Camping Place rented by the Recreant for reclassification of the terrain or wishes to give it a different purpose. In this case it will first attempt to offer the holiday maker a replacement pitch at one of its sites. However, it is not obliged to do so.
 - C. De Klepperstee cannot reasonably be required to maintain and/or extend the Agreement.
 - D. in all cases where the Agreement or these General Terms and Conditions provide for an option for De Klepperstee to terminate the Agreement.
- 3.8. In the event of a termination for reasons referred to in Article 3 (7) under A or C, the notice period referred to in Article 3 (3) shall not apply and De Klepperstee shall be free to observe a notice period which it shall reasonably deem to be appropriate given the circumstances of the case.
- 3.9. In the event The Klepperstee terminates the Agreement and no new Agreement is entered into between the parties, The Klepperstee shall not be obligated to compensate any damages or costs from/to the Recreant.
- 3.10. The Recreant undertakes to De Klepperstee to remove the Camping Device or the Mobile Home/Chalet/Cabin from the Camping Site and to take it outside the grounds of De Klepperstee no later than the day on which the Agreement ends. The Recreant shall be obliged to immediately return the Camping Place to its original condition and furthermore to observe the provisions of Article 14 of the Rules of Conduct, failing which De Klepperstee shall be entitled, without further notification or notice of default to the Recreant, to do so (or have it done) at its expense.
- 3.11. When the holiday maker fails to comply with the obligations mentioned in Article 3 subsection 10 and fails to remove the camping means or the static caravan/halet/cabin from the camping site and has not entered into a separate agreement with De Klepperstee for storage of the camping means or static caravan/halet/cabin, then De Klepperstee shall be at liberty after it has given the Recreant notice of default and has granted him a reasonable period of time to fulfil his obligation to remove it, to remove or arrange for the removal of the Camping Means or the Mobile Home/Chalet/Cabin itself and to place it or arrange for it to be placed in the parking lot or elsewhere, all this entirely for the account and risk of the . In the event that De Klepperstee exercises this authority, to which the Recreant has granted it by means of the signing of the Agreement

authorizes, makes use of, it shall not be obliged to compensate for damages and/or costs arising from the removal and/or storage, except in the case of gross fault and/or intent on the part of De Klepperstee. The Recreant shall be obliged to pay the costs charged by De Klepperstee in connection with removal and/or storage at the first request of De Klepperstee, failing which De Klepperstee may exercise its right to sell and to satisfy itself with priority from the proceeds thereof, all this as stipulated in Article 6 paragraph 5.

- 3.12. Upon termination of the Agreement for the use of a Camping Site, the connection and/or installation fees paid by the Recreant will not be refunded.
- 3.13. Regardless of the duration for which an Agreement with De Klepperstee has been entered into, it is not permitted under any circumstances to spend the night at De Klepperstee in the Period situated between November 1 and April 1. However, this does not apply to those parts of De Klepperstee for which it has been expressly stated that they may be used for recreational purposes throughout the year, as that part of De Klepperstee is specifically equipped for that purpose. Permanent residence on De Klepperstee is never permitted; the holiday maker must stay elsewhere than on De Klepperstee for a period of at least two (2) consecutive months.

4. Price

- 4.1. The Agreement shall specify the fee (price) for the Camping Place or the rented Accommodation or part thereof and/or the rented Camping Device or Mobile Home/Chalet/Cabin. This fee applies for a maximum of one (1) season, or, if an Agreement is entered into for a year, for that particular year, or for Period mentioned in the Agreement. The fee specified in the Agreement includes the Park Fee.
- 4.2. The fee is redetermined each year. Before December 1 of each year, the Recreant will be notified of the fee for the upcoming, new Period by sending an invoice.
- 4.3. If, in connection with the adjustment (increase) of the remuneration to be paid to De Klepperstee, the Recreant wishes to terminate the Agreement and not enter into an Agreement for the new season/year, the Recreant must give in writing no later than within the period of one (1) month, counting from the day after the day on which the invoice was sent, all this with due observance of the provisions of Article 3 paragraphs 4 and 6. There is no question of a significant price increase if this increase is caused by costs imposed by the government.
- 4.4. At the end of the Period, the meter reading of electricity, water and, if connected to, gas, will be recorded. The Recreant undertakes to pay these costs to De Klepperstee immediately after being reported by De Klepperstee.
- 4.5. De Klepperstee shall be free, in the event of an increase in external or Internal costs, to increase the fee specified in the Agreement for the relevant Period on an interim basis.

- 4.6. The Recreant agrees to deposit a deposit under De Klepperstee upon entering into the Agreement. The amount thereof shall be determined annually by De Klepperstee.
- 4.7. The Klepperstee undertakes to refund this deposit to the Recreant after the termination of the Agreement and after it has become apparent that the Recreant has correctly fulfilled all his obligations, including those to vacate and return to their original condition. It shall not be required to pay interest on the deposit.

5. Reservation

- 5.1. Upon Reservation for the rental of a Camping Pitch for the placement of a Camping Device and/or upon Reservation of an Accommodation for the current season, De Klepperstee will send an invoice that, depending on the time at which this Reservation takes place and the time for which the Camping Pitch and/or the Accommodation is rented, all at the discretion of De Klepperstee, must be in two (or more) or one instalment. Only timely payment will make the Reservation final. In the event that payment is not made on time, the Reservation will automatically lapse and De Klepperstee will be entirely free to rent the Pitch and/or Accommodation to another party. A credit card will be charged immediately upon payment.
- 5.2. The finalization of the Reservation obliges the Recreant to pay the fee in full, even in event that the Recreant, by virtue of the provisions of Article 5.1 above, is permitted to pay the fee due in instalments. The fee shall be due irrespective of whether or not the Recreant makes use of the Camping Place and/or Accommodation made available. Booking fees shall never be refunded.
- 5.3. Mention by De Klepperstee during the Reservation on the invoice or otherwise of a certain Pitch and/or Accommodation occurs at all times under the explicit reservation that it is free change the indicated Pitch and/or Accommodation and/or to replace it with another Pitch and/or Accommodation. This is even possible when the Camping Place and/or Accommodation has already been occupied and paid for by the Recreant.
- 5.4. Before making a Reservation, the holiday maker is deemed to have read the general terms and conditions as they are made available and as they are stated on the De Klepperstee website, and declares by making the Reservation that he/she agrees that these general terms and conditions, as well as the rules of conduct, are part of the Agreement that has been or will be concluded. The Recreant accepts these General Terms and Conditions and Rules of Conduct and shall behave accordingly.

6. Payment

- 6.1. Payment of the amounts owed by the Recreant must be made in Euros within the period specified in the agreement.
- 6.2. Should the Recreant cancel an Agreement for a season, or temporary stay, as referred to under Article 1.2 under H, Period C and D, prior to the date on which this Agreement takes effect, the Recreant shall owe De Klepperstee a fixed compensation. This amounts to:
 - for cancellation up to eight weeks before the start date 35% of the agreed price;
 - for cancellation within eight weeks before the start date 100% of the agreed price;
- 6.3. In the event that the compensation or any other amount owed to De Klepperstee is not paid on time, the Recreant shall owe, without notice of default being required, an interest equal to the statutory interest as referred to in Article 6:119 of the Dutch Civil Code, and from the day that payment should have been made until the day of full payment. In addition, he shall be liable for extrajudicial collection costs, being an amount equal to the statutory maximum compensation in respect of extrajudicial collection costs, as stipulated in and calculated in accordance with the Decree on compensation for extrajudicial collection costs, in so far as the outstanding amount - after the commencement of default - is not paid by the Recreant within 14 days from the day following the day of reminder.
- 6.4. Failure to make timely payment shall entitle De Klepperstee to terminate the Agreement with immediate effect, without notice of default being required.
- 6.5. Upon termination in connection with failure to timely fulfill a payment obligation, The Klepperstee shall have the right, at its option, to store the Camping Means and/or the Mobile Home/Chalet/Cabin at the expense and risk of the Recreant or to sell the Camping Means and/or the Mobile Home/Chalet/Cabin and to satisfy itself from the proceeds thereof in priority. To the extent necessary, the Recreant, by signing the Agreement, authorizes The Klepperstee to this storage, sale and/or recovery from the proceeds.
- 6.6. In the event that The Klepperstee makes use of this right mentioned in Article 6 paragraph 5, it shall not be obliged to compensate for damages resulting from the removal of the Camping Device or Mobile Home/Chalet/Cabin, except in the case of gross negligence and/or intent. The amount remaining after sale shall be paid by De Klepperstee to the Recreant after deduction of all costs. If after settlement the Recreant still an amount to De Klepperstee on balance, he shall immediately pay this to De Klepperstee, failing which he shall owe interest of 2% per month and furthermore the extrajudicial costs in accordance with the provisions of Article 6 paragraph 3, without further notice of default being required.

7. Rules of conduct

- 7.1. The Recreant undertakes to comply strictly with the De Klepperstee Rules of Conduct during his stay at the vacation park and furthermore with the instructions given by De Klepperstee. A copy of the Rules of Conduct is attached to these General Terms and Conditions and will be handed over / made available upon conclusion of the Agreement. Should a copy not be provided, the holiday maker should request it, as the failure to provide a copy of the Rules of Conduct does not absolve the holiday maker and all those for whom the holiday maker is responsible from the obligation to behave in accordance with the Rules of Conduct.
- 7.2. The Recreant who enters into an Agreement with De Klepperstee warrants to De Klepperstee that co-users of his Camping Pitch, his Camping Device or Mobile Home/Chalet/Cabin, or the rented Accommodation or his visitors, family members and lodgers will also comply strictly and correctly with the provisions of the Agreement, the General Terms and Conditions, the Rules of Conduct and instructions of De Klepperstee.
- 7.3. Failure to comply with the Agreement, the General Terms and Conditions, the Rules of Conduct and/or instructions of The Klepperstee, shall entitle The Klepperstee, after warning, to terminate the Agreement entered into with the Recreant with immediate effect, without being obliged to repay what the Recreant has paid and/or to compensate for any damages and/or costs.

8. Maintenance, construction, repair

- 8.1. The Recreant is obliged to keep the Camping Place and the Camping Device or Mobile Home/Chalet/Cabin placed by him on a Camping Place in a proper state of maintenance, all this at the discretion of De Klepperstee.
- 8.2. Hedges, planting and/or trees standing on the plot boundaries are property of De Klepperstee and may under no circumstances be removed by the Recreant. Maintenance of trees by the Recreant is strictly prohibited.
- 8.3. In the event that damage occurs to the property of the Recreant, the Recreant shall be obliged to repair this damage within a reasonable period of time, but at the latest within six weeks, and to restore the Camping means and/or the Mobile Home/Chalet/Cabin to its former state, or in so far as it concerns a Camping means and/or Mobile Home/Chalet/Cabin and the damage cannot be repaired, to remove these within a of six weeks. The Recreant shall report the damage to De Klepperstee and shall consult with De Klepperstee as to the manner of repair or removal. Restoration of damaged property of the Recreant, which qualifies as Construction Work or being property, mentioned in Article 8 paragraph 7, may not take place until after written permission from De Klepperstee, in accordance with the provisions of Article 8 paragraphs 7 and 8.
- 8.4. Damage caused to the grounds of De Klepperstee and/or its property, must also be paid for by the Recreant within the period mentioned in Article 8 paragraph 3.

repaired. This must also be done in the event that this damage is caused by circumstances beyond the control of the Recreant, such as, for example, fire of the Camping Device or the Mobile Home/Chalet/Cabin, as a result of which the surroundings have suffered damage. In the event that this damage has not been repaired within the period indicated by De Klepperstee, De Klepperstee shall have the right to repair this damage (or have it repaired) at the expense of the Recreant. The Recreant undertakes to pay these costs immediately upon being notified.

- 8.5. In connection with the provisions of this article, De Klepperstee obliges the Recreant to appropriate insurance, whereby also the above-mentioned obligation (the compensation of damages to De Klepperstee) is covered by the policy.
- 8.6. In the event of non-compliance with the aforementioned obligations, De Klepperstee shall have the right, without further notice of default being required, to put matters in order or have them put in order at the expense of the Recreant and to terminate the Agreement without being liable for compensation for any damages and/or reimbursement of what it has received.
- 8.7. The holiday maker is not allowed, except for usual maintenance, to dig on the grounds, to cut down trees or trim and/or remove bushes, to create a second entrance to the Camping Place, to plant/place conifers, antennas, fences, trampolines solar panels or any Construction of any nature and size whatsoever, install tile slabs, pour a concrete floor, install artificial grass and/or a swimming pool or make any other provision of any nature whatsoever, at, on, under and/or around the Camping Vehicle or Mobile Home/Chalet/Cabin and/or on or around the Camping Site. A maximum of 50% of the pitch may be tiled and/or paved. However, this does not apply to Cabins for which we refer you to the style booklet. Also, the rented pitch must be accessible and may not be hermetically sealed by means of locked gates, fences, hedges, etc. Furthermore, it is not permitted to dismantle and/or demolish any Camping Device or Mobile Home/Chalet/Cabin on the pitch or anywhere else on De Klepperstee. The relocation or replacement of any Camping Means, Mobile Home/Chalet/Cabins and/or Structures requires the prior written consent of De Klepperstee and may only and exclusively be carried out within a period of 6 months from the day on which the consent is granted, after which the consent shall lapse by of the period.
- 8.8. Structures may only be erected, replaced and/or modified after written permission from De Klepperstee and must meet the requirements set by De Klepperstee, including municipal requirements and other governmental requirements (see also Article 2.4). When permission to erect a Building Work has been granted, the erection must take place within the year for which the Agreement was entered into, always on the instructions of De Klepperstee. The work must be out within a period to be determined by De Klepperstee. The performance of construction work, including

including refurbishment and/or repair of Buildings and/or the Camping means or the Mobile Home/Chalet/Cabin or the Camping place, may, unless in writing by De Klepperstee, never be carried out during the months of July and August, public holidays and periods when schools in the Netherlands have a vacation and in the evenings after 6 pm. Written permission from De Klepperstee is required for such work and planning, and guests and their suppliers must comply with further maintenance and supplier regulations and/or instructions di provided by De Klepperstee. Structures of any kind that are placed, replaced and/or modified without written permission from De Klepperstee must be removed immediately at the expense and own risk the Recreant.

9. Safety

- 9.1. The Recreant shall ensure that the electricity, gas, and water installations in the Camping Means or Mobile Home/Chalet/Cabin, and/or Building of the Recreant placed by the Recreant meet the conditions set by the utility company, the government, and/or De Klepperstee. De Klepperstee has the right to check the soundness and safety of the electricity-, gas-, and water installation in the Camping Means or Mobile Home/Chalet/Cabin, and/or Building of the Recreant (or have it checked).
- 9.2. In the event it is determined that the installation used by the Recreant does not meet one or more of the aforementioned requirements and the Recreant fails to remedy this deficiency immediately, The Klepperstee shall be free to terminate the Agreement with immediate effect without being liable for compensation of any damages or restitution of paid installments.
- 9.3. The Recreant is not permitted to have an LPG installation in any way on the Camping Site other than an installation in a motor vehicle approved by the National Highway Administration.
- 9.4. The Recreant is obliged to comply strictly the regulations stated in the Fire Safety Ordinance Goeree-Overflakkee¹ or as indicated by the Fire Brigade, as well as the regulations with respect to heating oil installations, use and storage of gas cylinders and the like, and all other governmental regulations and/or rules. These safety regulations, as well as the General Conditions and Rules of Conduct, can be found on our website.
- 9.5. De Klepperstee is permitted to temporarily disconnect and/or connect facilities, such as the water supply, later than the usual date of April 1, to prevent damage due to weather conditions or otherwise.

¹ See: http://decentrale.regelgeving.overheid.nl/cvdr/xhtmloutput/Historie/Goeree-Overflakkee/CVDR243610/CVDR243610_1.html

9.6 De Klepperstee is permitted, in the event of a calamity occurring on the premises, or in the area, and this in the broadest sense in which the premises are situated, including an epidemic, pandemic, such as e.g. swine flu, Corona or something similar and governmental recommendations are made in connection therewith, close down the grounds or parts thereof and / or not to allow or no longer allow the use of the camping site, camping means (tent, touring caravan, mobile home, chalet, cabin, houses etc etc) in connection with the safety of recreational personnel and / or the surroundings and for as long as it lasts. De Klepperstee shall then not be held to any (re)payment and/or payment of any compensation.

10. Third Party

10.1. The Recreant is not permitted to rent out to third parties the Camping Device or Mobile Home/Chalet/Cabin that he has placed on the grounds of De Klepperstee and/or give it into use for no consideration, whether or not for the purpose of obtaining monetary gain therefrom, unless otherwise stipulated in the rental agreement.

10.2. Also for the use of a Camping Device or Mobile Home/Chalet/Cabin by a child, provided that this child has reached the age of at least 18 years, by parents or parents-in-law, brothers and/or sisters, the holiday maker needs prior permission from De Klepperstee, while the use by the aforementioned persons is only permitted after they have reported to the reception desk of De Klepperstee and have been registered.

10.3. Guests not included in the category mentioned in article 2, paragraph 3 and article 10, paragraph 2, who are staying in a Camping Device or in a Mobile Home/Chalet/Cabin during the presence of the owner of the Camping Device or Mobile Home/Chalet/Cabin, must also report to Reception. They shall be required to pay the then current overnight rate prior to occupancy of the Camping means or Mobile Home/Chalet/Cabin. The holiday maker shall only be permitted to let the camping means or the static caravan/halet/cabin be used by guests (third parties that do not fall under the aforementioned categories) for a period of in total four weeks on an annual basis, with due observance of the stipulations of these general conditions. However this use may never be on a commercial basis.

10.4. The Recreant is responsible for ensuring that those to whom he gives use of the Camping Device or the Mobile Home/Chalet/Cabin, as well as for the guests staying with him, comply with the provisions of the Agreement, the General Terms and Conditions, the Rules of Conduct and all instructions given by De Klepperstee.

11. Sale of the Camping Device or Mobile Home/Chalet/Cabin

11.1. The Recreant shall be entitled sell or otherwise transfer ownership of his Camping Device or Mobile Home/Chalet/Cabin to a third party, or to give it into permanent use, but any such sale, transfer or putting into use may, unless The

Klepperstee has expressly agreed to this in writing, shall not include the transfer of the Camping Place for a season and/or year. The Agreement cannot be transferred by the Recreant to a third party except with the written consent of De Klepperstee.

- 11.2. De Klepperstee is not obliged to grant the requested consent to transfer the Agreement or transfer of the Camping Place, or to enter into a new rental agreement for the Camping Place with the purchaser, transferee or user of the Camping Device or Mobile Home/Chalet/Cabin. De Klepperstee is, in principle, willing to grant permission for the transfer of the Agreement or the transfer of the camping pitch under certain conditions, including that the Camping Means or the Mobile Home/Chalet/Cabin, the camping pitch and everything located thereon, complies with all the conditions and requirements imposed on it pursuant to the Agreement, the General Terms and Conditions, other instructions from De Klepperstee, including the Style Book referred to in Article 2 Paragraph 6 and/or government regulations. In order to prevent the deterioration of the grounds, permission will in any case not be granted if the Camping means or the Mobile home/Chalet/Cabin is in a bad or neglected state, is seriously outdated and/or does not otherwise comply with the regulations in the Style Book referred to in Article 2 subsection 6.

2.6. mentioned above. Nor shall De Klepperstee be willing to grant permission, if the transfer of the Agreement or transfer of the Camping Place, interferes with (future) desired rearrangements or adjustments of the destination of its sites or parts thereof.

- 11.3. When the Recreant intends to offer his/her Mobile Home/Chalet/Cabin for sale, the Recreant is obliged to communicate this to De Klepperstee. The Recreant is obliged to conclude and sign a mediation and/or transfer agreement for the sale of his Mobile Home/Chalet/Cabin with De Klepperstee. The holiday maker is obliged pay a commission of 5% excl. b.t.w. over the total sales price, with a minimum of € 500,-- and a maximum of € 4.000,--. The holiday maker is also obliged to bring the buyer into contact with De Klepperstee prior to the conclusion of the sales agreement.

12. Liability / force majeure

- 12.1. De Klepperstee shall not be liable for theft, nor for any other damages of any kind and capacity , unless there is gross negligence and/or willful misconduct by De Klepperstee.
- 12.2. In the event De Klepperstee is liable for damages, they shall at all times be limited to the amount for which De Klepperstee is insured. De Klepperstee is obliged to take out third-party liability insurance with a solid insurance company, with coverage of at least €500,000.
- 12.3. The Recreant is liable to The Klepperstee for damages caused by the acts or omissions of himself, his family members, his visitors, his lodgers and all

Those using the Camping Place, Camping Vehicle, Mobile Home/Chalet/Cabin, Accommodation and/or his Camping Vehicle or Mobile Home/Chalet/Cabin rented by him.

- 12.4. In the event of force majeure, De Klepperstee shall not be liable for compensation of any damages. There is force majeure in the event of an external unforeseen calamity, for example fire, explosion, flooding, failure of facilities, extreme weather conditions, etc, etc, and a situation as referred to in Article 9.6.

13. **Swimming pond**

- 13.1 Recreation is permitted in the swimming pond, adjacent to the Bistro, but this is ONLY FOR OWN ACCOUNT AND RISK, there is NO SUPERVISION here. The instructions posted on site must be strictly observed.

14. **Applicable law**

- 14.1. The Agreement concluded with De Klepperstee shall be governed by Dutch law. Depending on the nature and scope of the dispute, the Rotterdam District Court, whether or not the subdistrict sector, shall have jurisdiction, to the exclusion of other courts, to take cognizance of a dispute about the Agreement or in connection with the Agreement.

November 2021