

RECRON FOREIGN AND EARTH vacation rentals

These RECRON terms and conditions were established, in consultation with the Consumers' Association and the ANWB, within the framework the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and came into effect on July 1, 2016.

Article 1: Definitions.

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

- a. vacation accommodation: tent, folding camper, camper, (stationary) caravan, bungalow, summer house, hiker's hut and the like;
- b. Entrepreneur: the company, institution or association that makes the vacation home to the vacationer;
- c. holiday maker: the person who enters into the agreement with the entrepreneur concerning the vacation accommodation;
- d. co-creator: the person(s) also indicated on the agreement;
- e. third party: any other person, other than the holiday maker and/or his fellow holiday maker(s);
- f. agreed price: the fee paid for the use of the vacation accommodation; this should include what is not included in the price using a price list;
- g. costs: all costs for the entrepreneur related to the operation of the recreation business;
- h. information: written/electronic data on the use of the vacation property, its facilities and rules regarding the stay;
- i. Disputes Committee: Recreation Disputes Committee in The Hague, composed by ANWB/Consumentenbond/RECRON;
- j. cancellation: the written termination by the holiday maker of the agreement before the effective date of the stay.
- k. a dispute: when a complaint submitted to the entrepreneur by the holiday maker is not resolved to the satisfaction of the parties.

Article 2: Inhoud of Agreement

1. For recreational, i.e. not for permanent residence, the entrepreneur shall make available to the vacation maker a vacation home of the kind or type agreed upon, for the agreed period and 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 is partly concluded. The shall always inform the holiday maker promptly of any changes therein.
3. If the information insignificantly differs from the information as provided at the time of entering into the agreement, the holiday maker has the right to cancel the agreement without costs.
4. The holiday maker has the obligation to the agreement and the accompanying information. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him observe the agreement and the accompanying information.
5. In case the provisions in the agreement and/or accompanying information conflict with the RECRON conditions, the RECRON conditions shall apply. This does not affect the fact that the holiday maker and the entrepreneur can make individual additional agreements whereby these terms and conditions are deviated from in favor of the holiday maker.

Article 3: Duration and expiration of the agreement

The agreement ends by operation of law after the expiration of the agreed period, without notice being required.

Article 4: Price and price change

1. The price is agreed on the basis of the then current rates by the entrepreneur.

2. In the event that, after determination of the agreed price, because of a change in charges on the of the entrepreneur, extra costs arise as a consequence of a change in charges and/or levies that relate directly to the vacation residence or the holiday maker then these may be passed on to the holiday maker also after the conclusion of the agreement.

Article 5: Payment

1. The holiday maker must make the payments in Euros, unless otherwise agreed, respecting the agreed deadlines.
2. In case the holiday maker, despite prior written demand for payment, does not or not adequately fulfill his payment obligation within a period of two weeks after 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. If on day of arrival the entrepreneur is not in possession of the total due, he shall be entitled to deny the vacation maker access to the vacation residence, notwithstanding the right of the entrepreneur to full payment of the agreed price.
4. The extrajudicial costs reasonably incurred by the entrepreneur, following a notice of default, shall be at the expense of the holiday maker. In the event that the total amount is not paid on time, after written summons, the statutory interest rate shall be charged on the outstanding amount.

Article 6: Cancellation

1. Upon cancellation, the vacationer pays a fee to the entrepreneur. This amounts to:
 - for cancellation more than three months before the effective date, 15% of the agreed price;
 - If cancelled within three to two months before the effective date, 50% of the agreed price;
 - If cancelled within two to one months before the commencement date start date, 75% of the agreed price;
 - for cancellation less than one month before the commencement date, 90% of the agreed price;
 - for cancellation on the day of the effective date, 100% of the agreed price.
2. The remuneration shall be refunded proportionately, after deduction of administration costs, if 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. Use by third parties of the vacation accommodation is allowed only if the entrepreneur has written permission.
2. The permission given may be to conditions, which must then be laid down in advance in writing.

Article 8: Premature departure of the holiday maker

The vacationer owes the full price for the agreed upon rate period.

Article 9: Interim termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or wrongful act

1. The entrepreneur can terminate the agreement with immediate effect:

- a. In the event that the holiday maker, fellow holiday maker(s) and/or third party/parties do not or not adequately comply with the obligations under the , the accompanying information and/or government regulations, despite prior written warning, and to such an extent that, by the standards of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;
 - b. If the holiday maker, despite prior written warning, causes a nuisance to the entrepreneur and/or fellow holiday makers, or spoils the good atmosphere on, in the immediate vicinity of the premises;
 - c. If, despite prior written warning, the vacationer acts in violation of the destination of the property by using the vacation property.
2. In case the entrepreneur wishes premature termination and eviction, he must the holiday maker of this by personally handed letter. This letter must point out to the holiday maker the possibility of submitting the dispute to the Disputes Committee. The written warning may be in urgent cases.
 3. After cancellation, the holiday maker must ensure that the vacation home is vacated and the premises left as soon as possible, but no later than 4 hours.
 4. In principle, the holiday maker remains obliged to pay the agreed rate.

Article 10: Laws and regulations

1. The entrepreneur will ensure at all times that the vacation accommodation, both internally and externally, meets all environmental and safety requirements that are or may be imposed on the vacation accommodation by the government.
2. The holiday maker is obliged to strictly observe all safety regulations in force on the grounds. He shall also see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him strictly observe the safety regulations in force on the .

Article 11: Maintenance and construction

1. The operator is obliged to keep the recreation area and central facilities in a good state of repair.
2. The holiday maker is obliged to keep the vacation home and its immediate surroundings, during the term of the agreement, in the same condition in which the holiday maker received it.
3. The vacationer, fellow vacationer(s) and/or third party(ies) are not allowed to dig on the property, cut down trees, trim bushes or perform any other activity of such nature.

Article 12: Liability.

1. The statutory liability of the entrepreneur for other than injury and death damages is limited to a maximum of € 455,000.00 per event. The entrepreneur is obliged to take out insurance for this purpose.
2. The operator shall not be liable for accident, theft or damage on its premises unless it is the result of a failure attributable to the operator.
3. The entrepreneur is not liable for consequences of extreme weather or other forms force majeure.
4. The entrepreneur is liable for utility failures unless he can invoke force majeure.
5. The holiday maker is liable towards the entrepreneur for any damage caused by the acts or omissions of himself, the fellow holiday maker(s) and/or third party/parties, as far as it concerns damage that can be to the holiday maker, the fellow holiday maker(s) and/or third party/parties.
6. The entrepreneur undertakes to appropriate measures after notification by the holiday maker of nuisance caused by other holiday makers.

Article 13: Dispute resolution

1. The vacationer and the operator are bound by rulings of the Disputes Committee.
2. Dutch law to all disputes relating to the agreement. Only the Geschillencommissie or a Nedeãandse rechter is authorized to cognizance of these disputes.
3. In the event of a dispute about the conclusion or execution of this agreement, the must be brought before the entrepreneur no later than 12 months after the date on which the holiday maker submitted the complaint to the entrepreneur schriftelijk or in an andeãa vom determined by the Disputes Committee
In case the wishes to bring a dispute before the Disputes Committee, he must ask the holiday maker to decide within five weeks whether or not he wants to go to the Disputes Committee. The entrepreneur to announce that after the aforementioned period has expired, he will consider himself entitled to bring the dispute before the court.
In those places value voomaaden speak of Geschillen- commissie, a dispute can be submitted to the court. If the holiday maker has the dispute to the Disputes Committee, the entrepreneur shall be bound by this choice.
4. For the handling of disputes, please refer to the Recreaie Dispute Resolution Committee Rules. The Disputes Committee is not authorized handle a that relates to illness, injury, death or the non-payment of an invoice that is not based a material complaint.
5. A veqoeding is for handling a dispute.

Article 14: Compliance guarantee

1. RECRON shall take over the obligations of a RECRON member towards the holiday maker, imposed on him by the Disputes Committee in a binding opinion, under the conditions agreed upon between RECRON and the Consumer Disputes Committee (Stichting Geschillencommissie voor Consumentenzaken), in the event that the entrepreneur in question has failed to comply with them within the term stipulated in the binding opinion.
2. If the proprietor has submitted the binding opinion to the civil court for review within two months of date, any compliance with the binding opinion will be suspended until the civil court has . 3. The application of the compliance guarantee requires that the holiday maker makes a written appeal to RECRON.

Article 15: Changes

Changes in the RECRON terms and conditions can only be made in consultation with the consumer organizations, in this case represented by the ANWB and the Consumers' Association.