



GENERAL TERMS AND CONDITIONS TINY PARKS BV

1. Definitions
2. Applicability of General Terms and Conditions
3. Establishment of Agreement and Booking
4. Canceling or modifying the Agreement
5. Financial Provisions
6. Obligations Recreant and (Fellow) Recreant
7. (Use) Accommodation
8. Facilities (in or outside the Park)
9. Travel Information
10. Complaints
11. Travel fee and costs
12. Liability
13. Privacy
14. Applicable law and competent court
15. Other provisions
 - Park regulations
 - Regulations groups and/or specific cases

1. DEFINITIONS

Arrival: the start date of the period for which the Agreement between Recreant and Operator is entered into.

Accommodation: all vacation accommodations for recreational purposes (such as e.g. a tent, (stationary) caravan, bungalow, apartment, camping pitch, etc.) whereby the possible numbering or number indication of the Accommodation (cottage 1, cottage 2, et cetera) as included in the booking or the reservation or the Agreement only serves an administrative purpose for the Entrepreneur. It is not an indication of the location of the Accommodation in the Park. Recreant therefore cannot derive any rights from this numbering or number indication. The Operator exclusively designates the location of the Accommodation.

Accommodation Provider: the owner and/or its appointed manager of the Accommodation to be issued in rental.

General Conditions: these conditions that apply to all Agreements concluded for the rental of an Accommodation with the Accommodation Provider between Recreant and Operator.

Facilities means any facilities inside or outside the Parks that may be used pursuant to the .

Guests: all persons who fall under the term Recreant and Co-Recipient and use the Accommodation and/or Facilities of the Parks, as well as visitors to the Park.

Group: a minimum of 4 guests.

Co-creant: the persons who are notified by the Recreant at the time of booking and/or are part of the travel party.

Entrepreneur: the party with whom the Recreant enters into an Agreement being TinyParks B.V. but also its affiliates TinyParks Tiengemeten B.V. and TinyParks Drenthe B.V.

Agreement: the Accommodation Rental Agreement including these Terms and Conditions.

Park: the park in or on which an Accommodation is .

Park Regulations: the regulations that the Accommodation Provider applies to the Park and is incorporated into these General Terms and Conditions.

Recreant: the (legal) person who makes the booking and enters into the Agreement.

Travel Price: the rental price for the Accommodation including any discounts and excluding any additional costs.

Written: by letter or email.

Security Deposit: an amount charged as an advance payment for any damage/extra cleaning caused during the stay by (the actions of) the Guest. Any outstanding items may also be deducted from the Security Deposit. The Security Deposit will be refunded within 7 days after departure provided that the account number of the Guest is known and none of the aforementioned situations occur.

Website: the website(s) of the Entrepreneur used to create the .

Where a definition is phrased in the singular, it also applies to the plural and vice versa.

2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These Terms and Conditions apply to all Agreements between Operator and Recreant regarding rental of Accommodations. These Terms and Conditions form an indissoluble part of the Agreement.

3. ESTABLISHMENT OF AGREEMENT AND RESERVATION

An Agreement for the rental of an Accommodation is concluded through offer and acceptance. This Agreement can be concluded at the reception of the Park, but by reservation (online or by telephone).

An Agreement can only be entered into by a Recreant who is 18 years of age or older. If the Recreant is under 18 years of age, the Operator may impose additional conditions.

If the Recreant's Co-Recipients are under 18 years of age, the Recreant must accompany those Co-Recipients during the entire stay of those Co-Recipients.

Accommodation reservations can be made either online or by telephone. These two methods of booking are binding on both parties.

The location of the Accommodation at the Park is assigned exclusively by the Operator. Any numbering or number indication of the Accommodation (cottage 1, cottage 2 et cetera) as included in the booking or reservation or the Agreement serves exclusively an administrative purpose for the Operator from which Recreant cannot derive any rights and which numbering or number indication does not count as an indication of the location of the Accommodation on the Park.

Online booking:

- An Agreement is established if:
 - a. the Recreant agrees to these Terms and Conditions;
 - b. The Recreant fills in all required data to the reservation online and then finalizes the reservation using the "place your booking" button, and;
 - c. the Operator has confirmed the reservation to the Recreant In Writing.
- Every receipt of a reservation made through the Website is confirmed by an e-mail to the Recreant or at the urgent request of the Recreant by post, which means that the reservation has been received and is processed. This makes the reservation binding for the Recreant.
- If the Recreant has not received an email confirmation of receipt, something may have gone wrong with the booking and the Recreant should contact the Operator, no appeal can be made at this time.

Telephone reservations:

The Recreant may also place a reservation by telephone.

With a telephone reservation, an Agreement is immediately.

Cost Summary

After verification and processing of the reservation, the Recreant will receive a cost overview from the Operator by e-mail (or possibly at the request of the Recreant by mail). If this cost summary is not received within 5 days of booking, the Recreant contact the Operator, earlier no claim can be made by the Recreant. Any inaccuracies in the cost statement must be communicated to the Operator within 24 hours, failing which the correctness of the cost statement is established.

Right of Withdrawal

Reservations made are irrevocably binding on the Recreant. A right of withdrawal (the so-called cooling off period) as referred to in the Civil Code does not apply to services concerning the rental of Accommodation.

Recreant

- The Recreant must be at least 18 years of age at the time of .
- The Recreant is liable for all Co-Recipients who are registered and accompany him/her and for all Guests who visit the Recreant at the Park.
- All correspondence will be conducted through the Recreant's records.

4. CANCELLATION OR MODIFICATION OF THE AGREEMENT

Cancel by Recreant

It may happen that one has to cancel the vacation due to unforeseen circumstances. In this case, the Recreant must notify the Operator in Writing or by telephone (during office hours). A cancellation or change does incur costs in most cases.

After cancellation, the Recreant will receive a cancellation note from the Operator. This contains the costs of the cancellation.

In addition to the reservation and any preferential fees (and any insurance premiums) payable, the (Co)Recreant shall owe the following amounts to the Operator:

- For cancellation up to the 92nd day (exclusive) before Arrival: 15% of the travel sum;
- For cancellation from the 92nd day (inclusive) to the 62nd day (exclusive) before Arrival: 50% of the travel price;
- For cancellation from the 62nd day (inclusive) to 31st day (exclusive) before Arrival: 75% of the travel price;
- For cancellation from the 31st day (inclusive) to 1day (inclusive) before Arrival: 90% of the travel price;
- For cancellation on the day of Arrival or later: 100% of the travel price.

Cancellation by the entrepreneur

In case of force majeure or unforeseen circumstances, the Company is entitled cancel the reservation. Unforeseen circumstances and force majeure include:

- a. That the Accommodation is temporarily or temporarily no longer suitable for rental (for example: due to flooding, frost, fire or default of the Accommodation Provider).
- b. That the Accommodation may or may not be temporarily unavailable (for example, due to sudden sale of the Accommodation by the Accommodation Provider, a duplicate reservation or bankruptcy of the Accommodation Provider).

The Operator shall immediately inform the Recreant of this, giving reasons, by telephone or in Writing. The Operator shall then make every effort to offer an equivalent Accommodation at the same Travel Price. If no suitable alternative offer can be made, or the Recreant does not agree with the alternative offered, the Operator shall proceed to refund the Travel sum already paid in whole or in part without the Operator owing the Recreant any compensation.

Change

If a Recreant wishes to change an Agreement, this is possible up to 28 days before Arrival. After modification, the booking may not be cheaper than the original booking. change fee may be charged for this change(s).

Indemnification:

If the reservation is transferred in its entirety to a third party, the Recreant must indicate this In Writing to the Operator.

A change fee will be for this change(s).

Amounts already paid will be deemed to have been paid by the acquiring party. The transferring and acquiring parties must further arrange the settlement between them. The Entrepreneur is expressly not a party thereto.

5. FINANCIAL PROVISIONS

Pay

After confirming the reservation, the amounts due will be paid: Within 2 days: 100% of the invoice in accordance with the fee schedule.

The total amount of the fee statement must always be paid in full before Arrival.

Failure to pay within the payment period

If the Operator has not payments on time or in full, it shall be entitled to rescind (cancel) the Agreement and hold the Recreant liable for the cancellation costs. The cancellation costs will be deducted from the amounts already paid

6. OBLIGATIONS RECREATIONALIST AND (FELLOW) RECREATIONALIST

The Recreant and Co-Recipient and their Guests, if any, shall fully comply with the obligations of these General Conditions and the Park Regulations.

Failure to fulfill these obligations qualifies as an attributable failure to fulfill the Agreement on the basis of which the Recreant is liable to pay damages to the Operator. Moreover, this entitles the Operator to dissolve the Agreement.

7. (USE) ACCOMMODATION

State of the Accommodation and nature of use

- The Accommodation shall be made available to the (co-)Recreant in good condition. If the Fellow) Recreant is of the opinion that this not the case, he must immediately report this to the reception of the Park, failing which the Accommodation shall be deemed to have been handed over in good condition.
- Recreant is obliged to treat the Accommodation and its inventory, carefully (as a good housekeeper). Recreant shall leave the Accommodation in a clean and tidy state upon departure. All damage done by the Recreant or co-creant to the Accommodation must be reported by the Recreant before departure to the reception desk of the Park and must be compensated immediately. If and insofar as direct compensation is impossible, the damage will be compensated within 7 days after competition of the amount thereof.
- If the Accommodation not left in a neat condition, not clean or damaged, the Company is entitled to offset its damages against the deposit.
- The Accommodation may only be used by the Recreant for recreational purposes unless expressly agreed otherwise in Writing. Recreational purposes shall in any case not include the use by the Recreant or Co-Recipients or their Guests during the period that one or more of the users of such Accommodation(s) perform(s) work regardless of whether it is paid or unpaid and regardless of whether it takes place in employment or outside employment from or in the Accommodation(s). Permanent occupancy is not permitted in any way.

Maximum persons allowed

The use of the reserved Accommodation with more than the maximum number of persons allowed for the Accommodation (including children and babies) as stated on the Website is not permitted. The Operator may in this case deny the (co-)Recreant the use of the Accommodation. The latter will not be entitled to a refund of the costs made.

It is not permitted to receive visitors or have them stay overnight without the prior consent of the Entrepreneur.

Pets

Pets are allowed only when specifically approved.

- Notification of pets after reservation will be considered a change.
- The unannounced bringing of pets may be grounds for the Operator to refuse access to the Park and/or the Accommodation.
- There are additional (cleaning) fees associated with bringing pets.
- Pets must at all times demonstrably meet the health and vaccination requirements that apply in the country in which the Accommodation is located. Not meeting these requirements or not being able to prove that these requirements are met, can be reason for the Entrepreneur not to allow the pet in the Accommodation or the Park.

The Recreant is and shall at all times remain liable for damage by the pet to the Accommodation or the Park.

8. FACILITIES (IN OR OUTSIDE THE PARK)

Opening hours and costs

In the description of the Accommodation on the Website and/or the Welcome Booklet or the booking confirmation, information is provided about the Facilities that are offered, indicating their opening times and any charges. If no charges are mentioned for the use of Facilities, this does not mean that the use of these Facilities is free of charge.

Use of the facilities offered is at your own expense and risk. Entrepreneur is not liable for the Facilities offered by or on its behalf such as supping, sauna or hot tub or rental of e-choppers.

9. COMPLAINTS

Despite all the care taken by the Operator and its employees, it is possible that you are not or not entirely satisfied. If during the stay at the Park the Recreant has a complaint, this can be reported to the reception and/or the manager of the Park in order to give the Operator the opportunity to this complaint as soon as possible. If the parties reach a solution this will be included in a complaint form. If the complaint has not been satisfactorily resolved, up to two weeks after returning home the complaint can be submitted In Writing via contact@tinyparks.nl or by mail to TinyParks B.V., Vrieslantlaan 6, 3526AA Utrecht. This should include a detailed statement of the complaint, any booking number, the Guests' contact details and any other information that may be necessary or useful to the Entrepreneur in handling the complaint.

10. FARE AND COSTS

- A combination of discounts is not possible.
- The Operator reserves the right to change the Travel Price if increases in government levies or taxes warrant it.
- Any discount offers do not apply to existing/already made Reservations.

11. LIABILITY

- The Operator and Accommodation Provider are not liable for loss and/or theft (money), damage to property, damage or injury caused to the (Fellow) Recreant by whatever cause.
- Use of the Accommodation and of all Facilities and services at the Park is at the (Fellow) Recreant's own risk.
- The Operator accepts no liability for unexpected (construction) activities in the vicinity of the reserved Accommodation, work on access and/or main roads, noise nuisance caused, for example, by neighbors, church bells, fireworks, cars, trains or agricultural machinery, nuisance caused by vermin and environmental problems in the vicinity of the Park and/or the Accommodation.
- The (Co)Recreant is deemed to be aware of the local laws and regulations. The Operator is not liable for the consequences of any violation thereof by the (Co)Recreant.

Liability Recreantist

- During the stay, the Recreant (together with the Co-respondent and Guests) is liable for the damage caused during the stay to the Accommodation, its furnishings and all items belonging to the booked Accommodation regardless of by whom the damage was caused. The settlement of this damage shall initially be between the Accommodation Provider and the Guest. Recreant, Co-creant and Guests are jointly and severally liable for the damage suffered by the Accommodation Provider.

12. PRIVACY

You will receive a reference to the privacy statement of the Operator in your expense report and can be found on the website. If either Recreant, or Co-Recipient and/or their Guests happen to be in a photo or video that was (taken) for depiction in a publication (social media) of the Entrepreneur and/or for display on the website of the Entrepreneur, their consent to the use of the photo and/or video in the publication (social media) and/or the website will be presumed, even if he/she recognizable in the photo and/or video. No further rights can be derived from the images .

13. APPLICABLE LAW AND COMPETENT COURT

- Dutch law is applicable to the Agreements , modified or supplemented on the basis of these General Terms and Conditions, unless other law applies on the basis of mandatory rules.
- Disputes regarding the Agreement may only be submitted to the competent court in the Central Netherlands, location Utrecht. If the Recreant is a natural person not acting in the exercise of his profession or business, the Recreant shall be granted a period of at least one month after the entrepreneur has invoked this provision in writing.

invoked, to choose In Writing for settlement of the dispute the court competent under the law.

14. OTHER PROVISIONS

The Recreant is obligated and responsible for providing the correct contact information and must immediately notify the of any change in their contact information.