

# General terms and conditions Vacation & Resort Leuker Lake

## Article 1; Application

Bookings become effective only upon receipt of written confirmation. Request of booking by minor persons (under 21 years of age) must be in writing. If we receive a booking by minors, without written consent from us, the booking will be automatically cancelled. Accommodations are only rented to heads of families, who must identify themselves as such. The person who books, as well as all those who use the accommodation in his or her company, are bound by what is stated in these general conditions. Groups are only under the supervision and with special written permission of the Leukermeer Holiday & Resort management.

Of the accommodation or camping spot, the maximum number of persons may not be exceeded, this is listed on the Holiday & Resort Leukermeer website. You have the option taking out cancellation insurance when booking, this can only be done directly when booking.

# Article 2; Price and price change

- 1. The price is agreed on the basis of the rates valid at that time, which are set by the entrepreneur. If there is a price discount and/or special offer after the confirmation of the agreement has been sent, this can no longer be used.
- 2. In the event that after the determination of the price, because of an increase of charges on the side of the entrepreneur, additional costs arise as a result of an increase of charges and levies that relate directly to the site, the camping means, the vacation residence, or the holiday maker, then these may be passed on to the holiday maker, even after the conclusion of the agreement.
- 3. If changes are made by you after the conclusion of the agreement and we agree to them, you are not entitled to a refund.
- 4. Vacation & Resort Leukermeer has the right to make changes in the design and opening hours of facilities, including partial or complete closure, without entitling you to compensation.

## Article 3; Force majeure and modification

In the event that Vacation & Resort Leukermeer is unable to fulfill all or part of the agreement due to force majeure, we may propose a change within 14 days after we become aware of this. This is permitted when circumstances occur beyond the control of Vakantie & Resort Leukermeer. In this case the tenant is not entitled to compensation.

Force majeure on the part of Vakantie & Resort Leukermeer occurs when there are circumstances beyond the control of Vakantie & Resort Leukermeer, including danger of war, personnel strikes, blockades, fire, evacuations, floods and other disturbances or events.

## Article 4; Payments

After the conclusion of the agreement, 25% of the total amount due must be paid. The remainder of the total rent is to be no later than 8 weeks before the of the agreed rental period. If the agreement is concluded within eight weeks before the start of the agreed rental period, the total rent is to be immediately. If payments are not made in time, we are entitled to unilaterally dissolve the rental agreement without a reminder or judicial intervention and to use the rent already received as compensation for damages.

#### Article 5; Cancellations

If the tenant cancels the rental agreement, he forfeits to us a fixed compensation of 15% of the total invoice amount, if the cancellation takes place more than three months before the start of the rental period. In case of cancellation between three months and one month before the start of the rental period, 50%; in case of cancellation in the month before the start of the rental period, 100%. Please note that if you have used the rebooking guarantee, the regular cancellation conditions will be cancelled. You will then pay 100% of the invoice amount.

You have the right to cancel your reservation within 24 hours of making it free of charge provided that your arrival date is not within 48 hours of making the reservation. If you have not arrived within 24 hours of your arrival date without further notice, this is considered a cancellation and the cancellation fee is 100%.

# Article 6; Soundness and safety

The holiday maker is responsible for a proper electricity, gas or water installation in his own camping accommodation. We guarantee the soundness and safety of the accommodation made available by us, unless external circumstances do not reasonably allow this. We do not accept liability for failures caused by external circumstances and failures that occur in the installation, which are under the control of the holiday maker himself.

Vacation & Resort Leukermeer has the right to perform necessary maintenance on the rented accommodation or other facilities, without the tenant being entitled to compensation.

### Article 7; Rules of conduct

The renter, his family members, guests or visitors are required to comply with the rules of conduct laid down by us and in particular to use the rented accommodation, the facilities and the park with care in accordance with the destination and our regulations, which can be requested from reception. The renter is liable for any damage caused to the rented accommodation whether such damage is the result of negligence or acts of himself, his family members, guests or visitors.

We have the right to require a deposit when handing over the key to the accommodation. If the deposit is not immediately, we have the right to deny access to the accommodation or pitch. This deposit will be refunded within 2 weeks after the end of the rental period, unless it must be used to compensate for damages for which the lessee responsible, in which case the lessee remains liable for the damages to the extent that they exceed the deposit.

If the rules of conduct and/or agreement drawn up by us are in conflict with the Recron Conditions, the Recron Conditions apply.

## Article 8; Image and/or sound recordings

Vacation & Resort Leukermeer may have image and/or sound recordings made of the resort and the guests who are at or around the resort. We have the right to use and publish these recordings, for example for promotional . We take due care doing so, for use of these recordings, no compensation is due for the guests depicted on them. If you do not want to be in the picture, please avoid the places where you see a filmmaker, film crew and / or photographer at work.

It is not permitted to make image and/or sound recordings on the resort for commercial purposes. Unless written permission for this has been given by the park management.

## Article 9; Third party use

Unless expressly agreed upon, the Lessee is not permitted to assign the accommodation or pitch to others for their use. The conditions under which the permitted assignment to third parties may possibly take place are to be arranged in advance by separate written agreement.

#### Article 10; Liability

- We accept no liability for theft, accidents or damage on our premises. This also applies to the property of third parties. Except in case of fault of us or our subordinates and in compliance with article 6.
- 2. Civil liability will not exceed the risk reasonably by liability insurance with a maximum of € 500.000.
- 3. If we place or move the holiday maker's caravan or mobile home free of charge at the request of the holiday maker, we shall not be liable for any damage therefrom, except in of carelessness.

### Article 11; Interim eviction

If the lessee, his family members, lodgers or visitors do not comply or do not comply properly with the obligations of the agreement, the normal rules of conduct or the government regulations, we have the right to consider the agreement cancelled. After we have notified the renter of our intention to exercise this right, he must vacate the accommodation or camping pitch and leave the park as soon as possible with his family members, lodgers or visitors, any refund of the rent or any part thereof.

If park management suspects that the lessee is acting in violation of the law and/or public order, park management is authorized to gain access to the accommodation.

# Article 12; End of the rental agreement.

At the end of the agreed rental period, the renter must leave the rented accommodation broom clean and complete or leave the rented place tidy. The tenant must put any rented bed linen together and place it by the front door. Garbage should be deposited in the waste disposal area. Should any of the above not have been carried out, we reserve the right to charge. See also article 36 in the regulations.

If the tenant decides to leave earlier than stated on the booking confirmation, the tenant is not entitled to a refund.

#### Article 13; Collection costs

For the account of the tenant are the extrajudicial costs incurred by us in the event that the agreed rent is not paid on time and we have not nevertheless dissolved the rental agreement.

### Article 14; Disputes

Vacation & Resort Leukermeer is under development, therefore you may experience construction nuisance. However, we try to keep this to a minimum, unfortunately we cannot exclude it. If, despite all our efforts and concerns, the tenant has complaints, they should report them immediately to reception to give us the opportunity to resolve the complaint. If this is not resolved to our reasonable and satisfactory satisfaction then the tenant should a written complaint to us within 2 weeks of departure. Should this also not to a satisfactory solution for the tenant, he has until 2 months after he has his complaint to us, the opportunity to have the complaint handled by the Recreation Disputes Committee, PO Box 90600, 2509 LP 's- Gravenhage. The decision of this committee is binding for both us and the tenant.

The Recron Conditions Land Recreation, drawn up by the Organization of Recreation Entrepreneurs Netherlands (Recron) in consultation with the ANWB and Consumentenbond and filed with the Chamber of Commerce and Industry for Central Gelderland in Arnhem, apply additionally to these general conditions. Matters not regulated by our general terms and conditions, the Recron terms and conditions or our regulations will be decided by the park management.