

Release date November 22, 2022

### **1. Application of general terms and conditions**

1.1 These General Terms and Conditions apply to all offers, reservation requests, bookings and agreements concluded directly or indirectly with MarinaPark Bad Nederrijn (de Loswal B.V.) and pertaining to all types of accommodations and camping sites rented out by Marinaparken, hereinafter referred to in singular as the user(s) of these General Terms and Conditions as 'Lessor'. Additional terms and conditions may be set at park level, which will apply in addition to these General Terms and Conditions. If there is any conflict between the General Terms and Conditions and the additional (park) terms and conditions, the additional (park) terms and conditions will prevail.

1.2 In these General Conditions, the term "Renter" means the person who enters into an agreement with Landlord with respect to temporary rental/temporary use of accommodation and/or camping site for recreational purposes. The term "Users" means those persons who, together with the Renter staying in the accommodation.

1.3 These Terms and Conditions regardless of whether Tenant refers to any of its own terms and conditions or any other general terms and conditions. Landlord rejects all Terms and Conditions to which Tenant refers or which are used by Tenant.

1.4 Agreements differing from these General Terms and Conditions are valid only if agreed in writing.

### **2. Reservation**

2.1 Landlord only accepts reservations from persons 18 years of or older. Reservations made by persons under that age are therefore not valid. Marinaparken reserves the right to refuse a reservation request, without giving further reasons.

2.2 Landlord reserves the right, without giving reasons, to refuse deviating reservations, especially groups and stays that are not of a recreational nature but not exclusively, or to impose special conditions on them.

2.3 If Landlord accepts a reservation, Landlord will send Tenant a (written) order confirmation within 14 days, which will also an invoice. Tenant must check the order confirmation as well as the invoice for accuracy immediately upon receipt. Any inaccuracies must be notified to Landlord immediately, but in any event within 8 days.

2.4 If, within fourteen (14) days of making the reservation, the Renter does not receive a written order confirmation including invoice, the Renter must contact the reservation department without delay, failing which the reservation cannot be .

2.5 Between Tenant and Landlord an agreement is established at the moment Landlord has the order confirmation, also being the invoice - by mail or by e-mail Tenant. Provided that Tenant will receive the confirmation within fourteen (14) days.

2.6 The agreement concerns the rental of an accommodation and/or camping pitch and/or other facilities for recreational , which by its nature of short duration.

### **3. Changes to the reservation/agreement**

3.1 If, after the formation of the , Tenant desires to make changes to the Agreement, Landlord shall not be obligated to them. It is at Landlord's discretion to determine whether and to what extent it such changes. In the event Landlord accepts the amendments, it may Landlord shall charge a modification fee, which shall be at least€ 10.00 per change amounts.

#### **4. Substitution**

4.1 The Renter and the other users of the rented property are not to assign the accommodation and/or camping site under any denomination and for any reason to any person other than those named in the contract, unless otherwise agreed in writing with the Landlord.

4.2 If the Tenant and Landlord have agreed to replace the Tenant and/or one or more Users, both the Tenant and/or Users as well as the Tenant and/or other Users who the original are and will remain jointly and severally liable to the Landlord for payment of the portion of the rent still due, the modification fee (see Section 3.1) and any additional costs resulting from the replacement and any cancellation fees.

#### **5. Prices**

5.1 Tenant owes Landlord the agreed rental price, as stated in the written confirmation also invoice of the reservation. The prices on the final reservation confirmation/invoice are binding. If the Landlord's costs (personnel, energy, taxes, etc.) have demonstrably and unforeseeably increased after the conclusion of the , the Landlord has the right increase its prices and the increased price to the Tenant. If this price increase will be implemented within 3 months after the agreement has been concluded, that price increase will not exceed 5% of the previously agreed price and the Tenant has the right to dissolve (cancel) the agreement on that ground.

5.2 Price discounts and/or special offers can no longer be used once the order confirmation has been sent by Landlord.

5.3 All prices, where , are inclusive of VAT in accordance with the VAT administration guidelines at the time of booking confirmation. Any changes in the VAT rate may be charged back to the Renter and shall not entitle the Renter to cancel the booking.

5.4 It is not possible to combine different discounts.

5.5 Discounts do not apply to bookings with stays longer than three weeks.

#### **6. Additional costs**

6.1 The Renter shall additional charges in addition to the rental fee, as described as additional charges on the reservation/invoice.

#### **7. Payments**

7.1 For all reservations booked more than 6 weeks before arrival, 30% of the Reservation Value must be credited to the specified bank account number of Lessor within 1 day of receipt of the order confirmation. The remaining 70% must be credited to the

specified bank account number of the park. For reservations made within 6 weeks prior to arrival, the entire Reservation Value must be paid within 1 day of receiving the order confirmation.

7.2 In case of late payment of the amounts invoiced to Tenant, Tenant shall be in default immediately after the expiration of the period for payment. In that case, Landlord reserves the right to dissolve (cancel) the contract as of the day the 14-day period has . Tenant will then be liable for all damages that Landlord suffers or will as a result, including all costs incurred by Landlord connection with the reservation and dissolution, Tenant will also owe statutory interest. In addition to the foregoing, Landlord shall in any case have the right to cancellation fees per accommodation. In that case, the provisions of Article 12 shall apply.

7.3 Landlord shall always have the right to set off claims against Tenant on any account against amounts paid by Tenant on any account.

7.4 Tenant is not entitled to (partial) refund of the rental amount if Tenant leaves before the agreed departure date.

7.5 If Tenant does not appear on the agreed arrival day, then Tenant will owe Marinaparken the entire rental fee. Marinaparken has the right to collect the entire rent from Tenant's credit card.

7.6. Marinaparken is always entitled to set off claims against Tenant from any principal against amounts paid by Tenant from any principal.

## **8. Arrival and departure (also called change days/stay)**

8.1 Unless otherwise agreed, the rented accommodation can be rented on the agreed day of arrival as stated on the reservation confirmation from 3 p.m. and the accommodation must vacated by 11 a.m. on the agreed day of departure as stated on the reservation confirmation. For a camping pitch, unless otherwise agreed, the Tenant may occupy his pitch from 1 p.m. on the agreed day of arrival as stated on the booking confirmation and on the agreed day of departure the Tenant must the pitch before 12 noon. If the park uses other times, those times will apply.

8.2 If Tenant wishes to continue the agreement with Landlord for longer than the agreed duration and Landlord agrees, Landlord is always entitled to designate another accommodation/camping site.

8.3 If the use of the accommodation and/or camping place and/or other facility is terminated earlier than the agreed date, as stated on the reservation confirmation, the Renter is not entitled to a refund of (part of) the rental price and/or costs.

8.4 The park reserves the right to conduct a final check on the departure date from 9:00 a.m. regarding the condition of the rented property and the completeness of the inventory. On the departure day, Tenant must return any keys, barrier passes and straps. The park reserves the right to settle any imperfections or damages through the SEPA form.

8.5 Different arrival and departure times must be communicated to the park in a timely manner. Late check-out may result in a charge to Renter.

## **9. Pets**

9.1 Depending on the accommodation and/or camping site, a maximum of 1 or 2 pets of the Renter or Users will be allowed by Landlord. If the Tenant and/or other Users wish to bring along pet(s), the Tenant must indicate this immediately upon reservation. In that case, Landlord may charge a surcharge to Tenant. Landlord reserves the right - without giving reasons - to refuse pets at the park. Pets are in any case not allowed in some types of accommodations and on some camping areas.

9.2 Pets do not have access to water features, pools, restaurants, indoor center facilities and other public areas on the park (unless otherwise specified on site). Pets must be leashed outside the accommodation. Cats may not run loose outside. On-site instructions must be followed. Pets must not be a nuisance to other guests.

9.3 A dog basket should be brought and a flea collar for dogs/cats is mandatory.

9.4 If pets are caged throughout the rental period, this must also be specified at the time of reservation and no surcharge is required.

9.5 Visitors' pets are allowed for a fee provided the maximum is not exceeded.

9.6 Animals transported to countries within the EU must be in possession of a passport in accordance with the European model (as of July 3, 2004). The animals must be vaccinated against rabies and identification by means of a chip or tattoo is mandatory. Tenant is responsible for having the proper travel documents for the destination.

## **10. Use of accommodation and by-laws**

10.1 The reserved/rented accommodation may be used by the Renter and/or Users solely for recreational purposes. Contrary use with recreational purposes in any case:

- use for (temporary) housing in connection with the lack of an actual residential address elsewhere;
- Use for (temporary) housing in connection with work;
- use commercial purposes in any form;
- Any other use contrary to (local) laws and regulations.

If at any time Landlord suspects that Tenant is acting in of the recreational purposes, Landlord is immediately entitled to cancel the reservation, without Landlord any compensation to Tenant.

If at any time Landlord suspects that recreational purposes are being violated and the booking is made within 14 days prior to arrival date, then upon cancellation by Landlord, Tenant shall owe Landlord a fee of 50% of the reservation value.

If upon or after arrival of the Renter and/or Users, the Landlord observes that the Renter and/or Users are acting contrary to the recreational purposes, the Landlord is to cancel the reservation and to remove (or have removed) the Renter and/or Users from the accommodation. The Renter will then not be entitled to a refund of (part of) the rent and/or costs. By making the reservation, the Renter expressly agrees to these conditions, which are weighty for the Lessor, with

regarding recreational .

10.2 The Renter and/or Users, are jointly and severally liable for orderly conduct in and around the rented accommodation and/or camping site or elsewhere in the park, use of the accommodation and/or camping site and the equipment therein.

10.3 Public drunkenness and drug use is not permitted. Furthermore, it is not permitted to move about the park with opened bottles or cans of alcoholic beverage(s) or to consume these beverages in places other than the rented accommodation or Brasserie.

10.4 In addition, the Renter and/or Users are always jointly and severally liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation. Any damage must be immediately reported by the Renter and/or Users to the Landlord and immediately compensated on the spot, unless the Renter can prove that the occurrence of the damage is not due to the fault of himself, Users or one of the members of his party.

10.5 If the Tenant and/or Users and/or third parties present on behalf of the Tenant or Users cause a nuisance of any kind, or are guilty of misconduct, the Landlord may terminate the agreement with immediate effect. In any case, a nuisance or misconduct is deemed to exist if other guests of the park or employees of the park qualify this as such. If the agreement is terminated due to nuisance or misconduct, the Renter will not be entitled to a refund of the rent.

10.6 Landlord is permitted to enter the accommodation without prior permission from Tenant or User in all cases where this is necessary with respect to the service to be provided by Landlord. Entry may then take place without the Tenant or User being present.

10.7 Charging of electric cars is permitted only in the designated areas. It is expressly not permitted to charge such vehicles using the 's power supply.

10.8 Smoking is not allowed in the accommodation. If this provision is violated, additional fees may be charged and deducted from the deposit to cover the cost of cleaning the rented property.

10.9 Guests must comply with the rules established by the park, as laid down in, inter alia, the Park Regulations. Marinaparken is entitled to immediately remove, or have removed, the renter and his/her travel companions from the park if the house rules are violated and/or instructions from the personnel are not followed. In such a case, the Hirer will not be entitled to a refund of all or part of the rent and/or to set it off using the SEPA form.

10.10 Marinaparken reserves the right to make changes in the set-up and opening hours of the 's facilities. Tenant will allow necessary maintenance to take place on the rented property during the rental period. Tenant cannot claim compensation. The necessity of the maintenance will be Marinaparken's discretion. The renter will also have to tolerate that work can be carried out on the 's facilities during the stay.

10.11 The Tenant will be obliged to properly lock the Leased Premises at all times when absent. Marinaparken will any damage resulting from the Tenant's failure to comply with this obligation to the Tenant.

10.12 Tenant must on the day of : remove the bedding, refrigerator at 1

turn off the lights, set the thermostat to 15°C and close the windows and doors tightly. Tenant will leave the rented property in orderly and broom clean condition on the day of departure.

10.13 Regular traffic rules apply at the park. The speed limit on the park is 5 km/h (walking pace).

10.14 You may park one car at your accommodation in the designated parking lot, unless the respective accommodation has more parking spaces. It is not permitted to repairs to motor vehicles.

10.15 Use of the facilities is at your own risk. There is no supervision by Marinaparks at the playgrounds, recreational lake and other play facilities.

10.16 You must dispose of your own waste in the various containers in the environmental street.

10.17 Open fire at the park is prohibited due to fire hazard.

10.18 Fireworks are not allowed at the park.

10.19 Lighting of open fire is not allowed. However, you can use an electric barbecue. Charcoal and briquettes are not allowed!

## **11. Deposit**

11.1 Landlord may require a deposit from Tenant before or at the commencement of the stay. The deposit may be determined taking into account the total number of Tenant and Users in accommodation.

11.2 The total amount of the deposit should:

- to guarantee damages and/or costs -in the broadest sense of the word- that Landlord may suffer in the event of non-compliance with the obligations of Tenant and the Users;

- to ensure compliance with park rules in , in particular the rules regarding noise pollution, the use of (soft) drugs and abuse of alcohol.

11.3 In the event that the deposit is not paid immediately, Landlord is entitled to deny the Renter and/or other Users access to and use of the accommodation and/or camping site.

11.4 If Tenant fails to pay the deposit, Landlord is entitled to dissolve (cancel) the contract with immediate effect.

11.5 The deposit or any balance thereof will be refunded after settlement claims (damage to inventory/accommodation and/or other costs) by the Landlord against the Tenant and/or Users and/or after withholding as a result of non-compliance (repeatedly) of the park rules by the Tenant and/or Users. Any (further) claims for damages are not nullified by this refund.

## **12. Cancellation fee**

12.1 If a reservation is cancelled, cancellation fees are . These amounts are 25% of the Reservation Value if cancelled up to 28 days before the day of arrival and entire Reservation Value if cancelled from the 28th day before arrival or later.

12.2 If Tenant not arrived within 24 hours of the agreed date without further notice, this will be considered a cancellation.

## **13. Force majeure and changes**

13.1 In the event that Landlord is unable, or temporarily unable, to perform all or part of the contract due to force majeure, it will present Tenant with a modification proposal (for different accommodation, different period, different location, etc.) within 14 days of becoming aware of the inability to perform the contract.

13.2 Force majeure on the part of the Landlord shall exist if the performance of the agreement is prevented in whole or in part, temporarily or otherwise, by circumstances beyond the control of the Landlord, , but not limited to, danger of war, personnel strikes, blockades, fire, pandemics and epidemics, government intervention, floods and other disturbances or events.

13.3 Tenant is entitled to reject the amendment proposal. If Tenant rejects the change proposal, Tenant must make this known (depending on the effective date of the lease at the latest) within 14 days after receipt of the change proposal. In that case, Landlord has the right to terminate the contract with immediate effect. The Tenant will then be entitled to remission and/or restitution of (the part of) the rent already paid. Landlord will not be obliged to compensate any damage.

#### **14. Termination**

14.1 Landlord shall at all times have the right to terminate the agreement with immediate effect, both if at the time of reservation personal data of Tenant and/or other User(s) are incomplete and/or inaccurate, and in the event that Tenant and/or other User(s) misbehave, in the opinion of Landlord, to such an extent that maintenance of the rental agreement cannot be required. In such a case, there will be no refund of the Reservation Value or any part thereof.

#### **15. Liability**

15.1 If the law does not prevent it, Marinaparken will limit its liability in the ways mentioned in this article 15. Landlord accepts no liability for theft (including theft from bungalow lockers and pool lockers), loss or damage of or to property, or persons, of any whatsoever, during or as a result of a stay at one of our parks and/or the rental/use of accommodation and/or camping place and/or other facilities of Landlord, unless there is intent or gross negligence of Landlord, or its employees.

15.2 Liability for damages consisting of loss of travel enjoyment or business and other consequential damages is excluded under all circumstances. The lessor is furthermore in no case liable for damage for which there is a claim for compensation under a travel and/or cancellation insurance policy or any other insurance policy.

15.3 Landlord is not liable for service failures or defects in services or items provided by third parties.

15.4 Liability in tort is in any case limited to a maximum of € 75,000 for personal accidents per guest per stay and liability for material damage is in any case limited to a maximum of € 1,500 per Renter/User per stay.

15.5 Tenant is jointly and severally liable with Users for all loss and/or damage to the rented accommodation and/or camping site and/or other property of

Landlord (as well as the owner of the accommodation if it is not Landlord) arising during or through its use by Tenant and/or Users, travel companions and/or third parties who are in the park with Tenant's permission, regardless of whether it is the result of acts or omissions of Tenant, Users, travel companions and/or third parties who are in the park with Tenant's permission.

15.6 The Tenant indemnifies the Landlord against all claims for damages of third parties which are (partly) the result of any act or omission of the Tenant himself, Users, travel companions or third parties who are in the park with the Tenant's permission.

15.7 If the accommodation is not properly used or left behind, including but not limited to excessive dirt, extra costs will be charged, which the Lessee will then be obliged to pay immediately to the Lessor.

15.8 Marinaparken accepts no liability for Tenant's stay not meeting expectations that Tenant had of it.

15.9 Marinaparken accepts no liability for damage or injury caused to property or persons as a result of staying on the premises or arising from the use of the facilities available on the premises.

15.10 Marinaparks is not liable for claims for damages resulting from noise pollution caused by third parties.

15.11 Marinaparks is not liable for damages resulting from information provided verbally or by telephone by its employees.

15.12 It may be that (some of) the park facilities are open and/or closed on a limited basis during certain weeks of the year. To be sure that all facilities are accessible during a certain period, Marinaparken recommends that Renter check this when making the reservation.

## **16. Complaints**

16.1 Despite Landlord's care and effort, Tenant may believe that Tenant has a legitimate complaint regarding the vacation rental. This complaint must be reported by Tenant in the first instance on site and immediately upon occurrence or discovery at the park's reception of the lodging. Should the complaint not be handled to Tenant's satisfaction, Tenant must put her complaint in writing during the rental period.

## **17. Applicable law**

17.1 The agreement between Tenant and Landlord is exclusively governed by Dutch law.

## **18. Travel documents**

18.1 Tenant is responsible for having the valid travel documents for Tenant's destination. Landlord assumes no liability for the consequences of not having the proper travel documents.

## **19. Privacy**

19.1 Landlord will always treat all personal data provided to it or made known to it in accordance with the provisions of the General Data Protection Regulation (AVG). Landlord will not make your personal data available



to third parties unless the data is processed by third parties in accordance with an agreement with Marinaparken. It will use the data itself (and only) to keep you informed of important news regarding the park and interesting offers and/or packages.

19.2 At Tenant's request, Landlord will correct, supplement, remove or shield Tenant's information, in the event, for example, that the information is factually inaccurate. This may result in Tenant no longer being able to use all or part of Landlord's services. For the matters referred to in this section, see in detail our Privacy Statement.

19.3 If Tenant does not wish to receive interesting information or offers, Tenant can let Landlord know by sending an e-mail to [tolobbybadnederrijn@marinaparken.nl](mailto:tolobbybadnederrijn@marinaparken.nl) or by using the contact form. The electronic newsletter can be unsubscribed by using the link at the bottom of each electronic newsletter.

19.4 Photographs and Videos. If a Renter or those who accompany him or her or in the park by his or her actions happen to be in a photograph and/or a video taken (on) for depiction in Marinaparken publication and/or for display on an internet site of Marinaparken, service consent to the use of the photograph and/or video in the publication and/or internet site is presumed, even if he/she is recognizable in the photograph/video.

19.5 Due to safety and privacy concerns at the park, drones are not allowed without the Park Manager's permission.

## **20. Borg**

In case of group bookings, Marinaparken will collect a deposit of € 150, - per accommodation.

## **21. General**

20.1 Obvious printing and typesetting errors do not bind Landlord.

20.2 With these Terms and Conditions