

Tweemanspolder 6A | 2761 ED Zevenhuizen | 0180 - 631654

General terms and conditions de Koornmolen

Article 1: Definitions

In these terms and conditions, the following definitions apply:

- 1. Holiday accommodation: tent, folding trailer, camper, touring caravan, camper, hiker's cabin and the like;
- 2. Entrepreneur: the company (Camping de Koornmolen) that makes the place available;
- 3. Place: any placement option for a holiday accommodation to be specified in the agreement;
- 4. Holiday maker: the person who enters into the agreement with the entrepreneur regarding the place;
- 5. Touristic place: the holiday accommodation is placed at the place for a maximum of 4 weeks;
- 6. Agreed price: the fee paid for the use of the holiday accommodation; what is not included in the price must be stated on the basis of a price list;
- 7. Information: written/electronic data about the use of the holiday accommodation, the facilities and the rules regarding the stay;
- 8. Cancellation: the written termination by the holiday maker of the agreement, before the commencement date of the stay;
- 9. Promotional material: visual material, photos and videos, on the website, (own) folders, social media, websites of third parties

Article 2: Content of the agreement

- 1. The entrepreneur makes available to the holiday maker for recreational purposes, i.e. not for permanent and business residence, a holiday accommodation of the type or type that has been agreed, for the agreed period and the agreed price.
- 2. The entrepreneur is obliged to provide the holiday maker with the written information on the basis of which this agreement is also concluded in advance. The entrepreneur always informs the holiday maker in writing of changes in this in good time.
- 3. If the information deviates significantly from the information provided when the agreement was entered into, unless the entrepreneur has no influence whatsoever on the deviation, the holiday maker is entitled to compensation.
- 4. The holiday maker has the obligation to comply with the agreement and the associated information. He ensures that the co-creator(s) and/or third parties who visit him and/or stay with him comply with the agreement and the associated information.

Article 3: Duration and termination of the agreement

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

Article 4: Price and price change

- 1. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.
- 2. If, after the agreed price has been determined, additional costs are incurred due to an increase in charges on the part of the entrepreneur as a result of a change in charges and/or levies that relate directly to the holiday accommodation or the holiday maker, these can be charged to the holiday maker. charged, even after the conclusion of the agreement.

Article <u>5: Payment</u>

- 1. The holiday maker must make the payments in euros with due observance of the agreed terms.
- 2. If the holiday maker, despite prior written and telephone reminders, does not fulfill his payment obligation within a period of one week after the reminders, the entrepreneur has the right to terminate the agreement with immediate effect, unless otherwise agreed.
- 3. If the entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the holiday maker access to the holiday accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price. Unless the entrepreneur has agreed with the holiday maker to pay the amount due on arrival.
- 4. The extramarital costs reasonably incurred by the entrepreneur, after a notice of default, will be borne by the holiday maker. If the total amount is not paid on time, the legally determined interest rate on the outstanding amount will be charged after written demand.

Article 6: Cancellation

In the event of cancellation, the holiday maker pays a fee to the entrepreneur. This amounts to:

- in case of cancellation on the day of the reservation or one day after the reservation, the guest must pay 0% of the agreed price
- if canceled within 120 days before arrival, the guest must pay 15% of the agreed price
- if canceled within 90 days before arrival, the guest must pay 50% of the agreed price
- if canceled within 60 days before arrival, the guest must pay 75% of the agreed price
- if canceled within 30 days before arrival, the guest must pay 90% of the agreed price
- in case of cancellation within 1 day before arrival or a few days after the arrival date, the guest must pay 100% of the agreed price

When the campsite is closed due to absolute force majeure, for example the corona pandemic, the holiday maker will be offered a voucher. The voucher can only be requested if the deposit or the full amount has been paid. The voucher is then the value of the amount known to the entrepreneur.

If the holiday maker does not agree with the voucher offered above, only in the case of a similar situation as mentioned above, then the entrepreneur must repay the agreed amount to the holiday maker.

Article 7: Use by third parties

- 1. Use by third parties of the holiday accommodation is only permitted if the entrepreneur has given written permission for this.
- 2. Conditions may be imposed on the permission given, which must be determined in writing in advance.

Article 8: Premature departure of the holiday maker

The holiday maker owes the full price for an agreed rate period, unless otherwise agreed.

Article <u>9</u>: Premature termination by the entrepreneur and eviction in the event of an <u>attributable shortcoming and/or unlawful act</u>

The entrepreneur can terminate the agreement with immediate effect:

- If the holiday maker, fellow holiday maker(s) and/or third party(s) do not or do not properly comply with the obligations under the agreement, the associated information and/or safety regulations, despite prior written or verbal warning, and to such an extent that, according to the standards of reasonableness and fairness, the entrepreneur cannot be expected to continue the agreement;
- If the holiday maker, despite prior written or verbal warning, causes nuisance to the entrepreneur and/or fellow holidaymakers, or spoils the good atmosphere on or in the immediate vicinity of the site;
- If the holiday maker, despite prior written warning, acts contrary to the purpose of the site by using the holiday accommodation;
- If the entrepreneur wishes interim termination and eviction, he must inform the holiday maker of this in a letter handed over personally. The written warning can be omitted in urgent cases.
- After cancellation with immediate effect, the holiday maker must ensure that the holiday accommodation is vacated and leave the site as soon as possible.
- In principle, the holiday maker remains obliged to pay the agreed rate

Article 10: Laws and regulations

- 1. The entrepreneur ensures at all times that the holiday accommodation, both internally and externally, meets all safety requirements that (may) be imposed on the holiday accommodation by the government.
- 2. The holiday maker is obliged to strictly observe the safety regulations applicable on the site. He also ensures that fellow holidaymakers and/or third parties who visit him and/or stay with him strictly observe the safety regulations applicable on the site.

Article 11: Maintenance and construction

- 1. The entrepreneur is obliged to keep the recreation area and the central facilities in a good state of repair.
- 2. During the term of the agreement, the holiday maker is obliged to keep the holiday accommodation and the immediate surroundings in the same condition in which the holiday maker received it. An exception is made for the grass pitches on the camping site, where, if the camping equipment has been parked for a longer period of time, the grass can no longer be recognized.
- 3. The holiday maker, fellow holiday maker(s) and/or third party(ies) are not permitted to dig, cut trees, prune shrubs or carry out any other activity of such a nature on the site.

Article 12: Liability

- 1. The entrepreneur is not liable for an accident, theft or damage on his site, unless this is the result of a shortcoming attributable to the entrepreneur.
- 2. The entrepreneur is not liable for the consequences of extreme weather influences or other forms of force majeure.
- 3. The entrepreneur is liable for disruptions in the utilities, unless he can invoke force majeure.
- 4. The holiday maker is liable towards the entrepreneur for damage caused by the actions or omissions of himself, the fellow holiday maker(s) and/or third parties, insofar as it concerns damage caused to the holiday maker, the fellow holiday maker. (s) and/or third party(s) can be attributed.
- 5. The entrepreneur undertakes to take appropriate measures after reporting by the holiday maker of nuisance caused by other holidaymakers.

Article 13: Promotional material

When reserving a camping pitch at Recreatiepark de Koornmolen, both via the website (www.koornmolen.nl), e-mail and by telephone, the holiday maker agrees to the general terms and conditions. The holiday maker also agrees to the distribution of the promotional material made by the entrepreneur. After the promotional material has been distributed, objections can be made by sending an e-mail to info@koornmolen.nl. The entrepreneur is then obliged to remove the image material.



Article 14: Dispute settlement

Dutch law applies to all disputes relating to the agreement. Only a Dutch court is authorized to take cognizance of these disputes. Without prejudice to the provisions of paragraph 3, this does not affect an appeal to the civil court in those places where the conditions apply.





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Park rules de Koornmolen

<u>Barrier</u>

You can drive into the park between 07:00 - 23:00. Exit is always possible. The barriers can be opened by means of a barrier key. This can be obtained at the reception for a deposit of € 25.00. You can only qualify if you have a motorhome/camper car (in which case the key is even mandatory) or if you want to park the car within the barriers for a fee.

Site accessibility

The site is accessible to all registered guests of Camping de Koornmolen. All guests must report to the reception upon arrival.

<u>visitors</u>

Visitors of Camping de Koornmolen guests have free access to the Koornmolen grounds. If visitors are staying overnight, the guest must notify the reception in good time. The lodging rate is: for children up to 12 years \in 5.50 and for persons from 12 years \in 7.50. In addition, the tourist tax (\in 1,85) per person, per night is calculated.

<u>Pitch</u>

The pitches are indicated by means of a numbered pole. The holiday maker must place his/her camping equipment in the middle of the post. The users of pitches are jointly liable for the payment of the lodging rate owed by their guests (€7.50 per person, per night), but also jointly liable for the behavior of their guests.

Peace and safety

Camping de Koornmolen is a 'car-free' campsite. This means that guests of the Koornmolen may only drive on the indicated roads (maximum speed 5 km) and that guests of the Koornmolen may only deviate from the roads when they bring and/or pick up their camping equipment. The car is parked outside the barriers. For a fee, cars can be parked inside, which is done in the designated parking spaces.



All guests of Camping de Koornmolen must adhere to the night's rest period. The night's rest period is between 23:00 and 07:00.

It is also not allowed:

- To stay at Camping de Koornmolen with a group of young people (under the age of 18), without written permission from the entrepreneur;

- Without prejudice to the above point about the night's rest, by means of music, singing or otherwise to hinder fellow holidaymakers;

- Making open fires, this also includes the use of fire pits and/or garden fireplaces;

- Carry out activities at the taps other than fetching water;

- Distribute advertising material, trade, hold speeches, parades, gatherings or collections on the site, without the permission of the administrators of the Koornmolen;

- To use the restaurant, terrace or reception in swimwear (unless otherwise indicated).

Terms and Conditions

Anyone who is on the campsite must adhere to the general terms and conditions and the park rules (drawn up on September 24, 2020). Guests of the Koornmolen have the right to view the general terms and conditions and the park rules.

<u>Staff</u>

The staff of the Koornmolen, as well as the manager in the house, are leading. Guests of the Koornmolen should listen to the instructions of the staff.

Exceptions

In all cases where these rules do not provide, the administrators decide at their own discretion and the users and their visitors must follow these decisions in full.

