

# Terms and Conditions Leisure park de Koornmolen

#### **Article 1 Definitions**

<u>Arrival:</u> the start date of the period for which the agreement between tenant and landlord was entered into.

<u>Accommodation:</u> all accommodations (such as camping site, bungalow, etc.)

Accommodation provider: the owner and/or the manager appointed by him of the accommodation to be rented out.

General terms and conditions: the terms and conditions that apply to all agreements concluded for the rental of accommodation at the accommodation provider between the tenant and the landlord.

<u>Tenant:</u> the (legal) person who makes the booking and enters into the agreement and uses the accommodation.

<u>Co-tenant:</u> the persons who are registered by the tenant at the time of booking and/or who are part of the travel group.

<u>Landlord:</u> the party with which the tenant enters into an agreement. This is indicated at the bottom of the cost overview. In this case the Koornmolen Recreation Park.

**Agreement:** the signed agreement for the rental of an accommodation with the associated general terms and conditions.

<u>Park:</u> the park in which an accommodation is located.

**Park regulations:** the regulations that the accommodation provider uses for the park.

**Rent:** the rent for the accommodation including and excluding any additional costs (such as local taxes, reservation costs, etc.)

**Written:** by letter or e-mail.

Deposit: an amount that can be charged as an advance on any damage/extra cleaning work caused during the stay by (the fault of) the tenant. Outstanding items after the tenant's departure can also be deducted from the deposit. The deposit will be refunded within 1 month after departure to the account number of the incoming payment, provided this is known and no damage as above has been found.

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

# Article 2 Applicability of General Terms and Conditions

These general terms and conditions apply to all agreements between the entrepreneur and the tenant regarding the rental of accommodations. These conditions are an inseparable part of the agreement.



#### Article 3 Conclusion of agreement

An agreement for the rental of an accommodation is concluded by means of an offer, in the form of a quotation or rental agreement, and is accepted by means of a contract. signature by the tenant. An agreement can only be entered into by a tenant who is 21 years or older. If the tenant is younger than 21, the landlord can set additional conditions.

#### Invoice

After acceptance of the agreement, the tenant will receive invoices from the landlord for the relevant rental period. Any inaccuracies in the invoice must be reported to the landlord within 24 hours.

#### Right of withdrawal

Agreements made are irrevocably binding on the tenant after acceptance. A right of withdrawal (the so-called cooling-off period) as referred to in the Civil Code does not apply to services relating to the rental of accommodation.

# Article 4 Canceling or changing the agreement

It may happen that the agreement has to be canceled due to unforeseen circumstances. In this case, the tenant or his deputy must inform the landlord, in this case De Koornmolen, in writing. In most cases there are costs associated with a cancellation or change.

After the cancellation, the tenant will receive a cancellation invoice from the landlord. This describes the costs of the cancellation.

The tenant owes the following amounts to the landlord:

The cancellation conditions can be read on the last page of this document.

# Cancellation, premature termination of the agreement by the landlord.

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

- **a)** That the accommodation is no longer suitable for rental (for example: due to flooding, fire or non-performance by the accommodation provider)
- b) That the accommodation is no longer available (for example, due to a sudden sale of the accommodation by the accommodation provider, a double booking or bankruptcy of the accommodation provider).
- **c)** By a decision of the government/municipality where the relevant park is located.

The landlord will immediately inform the tenant of this in writing, stating the reason. In this case, he will try to offer an equivalent accommodation for the same rent. If no suitable alternative can be offered, or the tenant does not agree with the alternative offered, the landlord will refund the rent already paid in whole or in part on a pro rata basis, without the tenant being liable to pay any compensation.



#### Modify

If a tenant wants to change an agreement, he must request this in writing from the landlord.

# <u>Article 5 Financial provisions</u> Pay

After receipt of the invoice, the payment terms as indicated on the invoice must be maintained.

# Failure to pay within the payment term

If the landlord has not received the payments on time, he is entitled to dissolve the agreement with immediate effect and to hold the tenant liable for the cancellation costs. The cancellation costs will be deducted from the amounts already paid.

# Article 6 Tenant obligations

The tenant will comply with the obligations under these General Terms and Conditions and the Park Regulations. Non-compliance with these obligations will be regarded as an attributable shortcoming in the fulfillment of the agreement, which leads to the tenant's liability for damages towards the entrepreneur. Moreover, this gives the entrepreneur the right to dissolve the agreement with immediate effect.

# Article 7 (Use) Accommodation Condition of the accommodation and nature of use

- The accommodation is made available to the tenant in good condition. If the tenant is of the opinion that this is not the case, he must immediately report this to the person who handed over the key to the accommodation.

- the tenant is obliged to treat the accommodation and the associated inventory with care. The tenant will leave the rented property on departure in the same condition as it was found on arrival
- All damage caused to the accommodation by the tenant or cotenant must be reported by the tenant to the reception of the park before departure.
- If the accommodation is not left clean or damaged, the landlord is entitled to settle the damage against the deposit.
- Permanent residence is not allowed!

## Maximum people allowed

The use of the reserved accommodation with more than the persons specified in the quotation/rental agreement is not permitted without the permission of the landlord. In case of violation, the landlord can deny the tenant the use of the accommodation. He is not entitled to a refund in this regard. It is not allowed to receive visitors or let them stay overnight without prior approval from the landlord.

#### Pets (max. 2)

Pets are only allowed with long-term rental if this is expressly stated. Bringing pets without registration may be a reason for the landlord to refuse access to the park and/or the accommodation. Pets must at all times demonstrably meet the health and vaccination requirements that apply in the country



in which the accommodation is located. Failure to meet these requirements or failure to demonstrate that these requirements are met may be a reason for the landlord not to allow the pet in the accommodation or the park. The tenant is and remains liable at all times for damage caused by the pet to the accommodation or the park. There are additional costs associated with bringing pets.

## **Article 8 Complaints**

If a tenant has a complaint during their stay at the park, this can be reported in writing to the landlord (langverblijf@koornmolen.nl). This must be done within 12 hours of arrival. The landlord must then be given the opportunity to resolve this complaint. In addition, the complaint must be stated, the contact details of the tenant and all other information that may be useful to the landlord in handling the complaint.

#### Article 9 Rent and costs

The lessor reserves the right to change the rent if an increase in government levies or taxes gives rise to this.

#### **Article 10 Liability**

- Landlord and accommodation provider are not liable for loss and/or theft (including money), damage to property, damage or injury caused to the tenant by whatever cause.
- The use of the accommodation and of all facilities and services in the park is at the tenant's own risk.

- The lessor accepts no liability for unexpected (construction) activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance from, for example, neighbors, church bells, fireworks, cars, trains or agricultural vehicles, nuisance by vermin and environmental problems in the proximity to the park and/or the accommodation.
- The tenant is expected to be aware of local laws and regulations. The entrepreneur is not liable for the

consequences of any violation thereof by

## Liability tenant

the tenant.

- During the stay, the tenant is liable for damage caused to the accommodation, the furnishings and all items belonging to the booked accommodation during the stay, regardless of who caused the damage. The settlement of this damage must in the first instance take place between the accommodation provider and the tenant.

# Article 11 Applicable law and competent court

- Dutch law applies to agreements concluded, amended 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 can only be submitted to a competent court.



If the tenant is a natural person who does not act in the course of his profession or business, the tenant is granted a period of at least one month after the landlord has invoked this provision in writing to settle the dispute in writing with the to choose the competent court.

## Article 13 Other provisions

- The tenant is responsible for providing the correct contact details and must immediately notify the landlord in writing of any change in his contact details.
- The tenant can only transfer the agreement to third parties after written agreement from Recreatiepark de Koornmolen. There are costs associated with this.

# Park Regulations

## Arrival and departure

The invoice indicates from which time the accommodation is available.

Arrival from 3 pm and departure before 10 am.

#### Energy (water/electricity)

The tenant must ensure that the electrical appliances used do not exceed this amount of current.

In the event of a power failure, the tenant will first check their own fuses as well as the fuse in the power box before calling the field service. The electrical appliances should be switched off in the event of a power failure if they are not switched off automatically.

It is not allowed to tap electricity from public buildings or things such as lampposts.

It is not permitted to charge an electric car other than in the parking spaces that have been set up and marked as such. Violation of this rule may lead to a possible retention of deposit.

#### Park facilities

The use of the facilities at the park is free, unless indicated otherwise. Use of the facilities is at your own risk.

#### Use accommodation

The accommodations each have a permanent establishment, although this is not the case with all accommodations. It is not allowed to take furniture that belongs in the accommodation outside. (Garden) furniture may not be moved to other accommodations.

The tenant is obliged to keep the accommodation and its immediate surroundings in a neat and orderly condition. Waste must at all times be deposited in the appropriate containers or waste bins.

If the tenant is not present in or around the accommodation, all loose items such as bicycles, toys, etc. around the accommodation must be cleaned up, stored and placed out of sight. Bicycles are not allowed to be placed against the property.



It is not allowed to place party tents and satellite dishes around accommodations without permission from the manager of the park at the technical service.

Drones are not allowed without permission from the park manager at the technical service.

#### **Pets**

Pets that are not caged must be kept on a leash at all times, except within an accommodation and may in no way cause a nuisance to the other tenants of the park.

Pets must be walked outside the park in the permitted areas. In the event of 'accidents', the companion of the pet must take care of the removal of this pollution.

Pets are partially allowed in public places. Pets are allowed in the reception and catering establishments. Pets are absolutely not allowed in the pool.

Renters are responsible for complying with all legal requirements for bringing and staying pets.

#### Hygiene and maintenance

Leaving food in the park is strictly prohibited for reasons of hygiene and the prevention of vermin.

Waste must be deposited in the appropriate (separated) containers. It is not allowed to waste next to the containers or elsewhere in the park.

to place. The waste must be packed in closed plastic bags. Bulky waste, such as pallets, white goods, garden chairs, ground rugs, etc. may not be left in the park, unless with permission from the manager or the technical service in a designated place.

It is forbidden to pick flowers, pull branches or bushes or drive nails into trees. It is also not allowed to dig holes and damage public green spaces.

Public urination is not allowed and may result in a deduction of the deposit.

#### Use and return of keys, cards, etc.

In the event of the loss of keys/passes, etc., costs will be charged (with regard to keys, this is an amount of € 300.00) It is not allowed to give keys and/or passes to anyone other than (co-)tenant(s).

It is allowed to have extra keys made unless permission is granted by the park manager.

On departure, all keys that the tenant has received for their accommodation must be returned in the gray letterbox or at the reception.

#### (Night) rest and nuisance

Tenants of the park must behave correctly and refrain from doing anything that can reasonably cause offense or nuisance to the entrepreneur or other tenants.



The night's rest must be respected between 23:00 and 07:00. Tenants must strictly observe this night's sleep. This includes no loud conversations, music or any other noise. Motorized vehicles may also not be used during this period.

It is not permitted to use music carriers, musical instruments and other objects that (may) cause noise nuisance in such a way that nuisance is caused. In principle, when a complaint is received from another tenant, the nuisance is established.

Public intoxication is prohibited. A tenant is not allowed to carry open bottles and/or cans of alcoholic beverage(s) outside the accommodation, other than on the associated terrace.

There is also a night watchman at the Koornmolen. Instructions from the staff (including the night watchman) should be followed immediately.

# Maintenance and cleaning work/malfunctions

The entrepreneur reserves the right to have (cleaning) work done around the accommodation from 08:00.

Urgent malfunctions reported to the park reception will be resolved as soon as possible.

The lessor always has the right to enter the rented accommodation for inspection and/or to carry out maintenance work or have it carried out, without the lessee being entitled to a full or partial refund of the sums paid or to be paid (rent). The lessor also has the right to temporarily put buildings and installations out of operation for maintenance work, without the lessee being entitled to a full or partial refund of (rental) amounts paid or still to be paid. The landlord will announce such a visit in good time. In urgent cases, the lessor may waive such notice.

#### **Parking**

In general, one motor vehicle is allowed per accommodation unless otherwise stated. Visitors' motor vehicles are not allowed. The lessor reserves the right to change the parking policy applicable to a park.

Parking takes place in the designated places.

Parking on the roads is prohibited at all times.

If these parking rules are violated, the lessor reserves the right to remove the vehicle (or have it removed) and/or to apply a wheel clamp. The costs thereof will be borne by the relevant tenant.



## Safety requirements

The tenant is obliged to immediately follow all traffic and safety regulations and the instructions of the staff.

With a view to calamities and the arrival and departure of emergency services, paths, access roads and barriers must always remain free of motor vehicles and other obstacles.

It is prohibited to park or store damaged or scrap cars, trailers or other vehicles and/or vessels, as well as other goods or substances that may have been withdrawn from use on the site.

Normal traffic rules apply in the park. Contrary to this, the maximum speed in the park for all vehicles is 10 km per hour, unless explicitly stated otherwise. Only local traffic is allowed. Pedestrians and (playing) children always have right of way.

Open fire is strictly prohibited in the park. Due to the risk of fire, leaving candles burning without anyone present, throwing away burning cigars, cigarettes and matches is prohibited. The presence of incendiary and/or explosive substances is also prohibited.

Electricity, gas and/or water installations you bring along must meet the legal requirements.

LPG tanks other than those used to power a motor vehicle are prohibited.

Oil heating is also prohibited. If a fire arises for whatever reason, the tenant must immediately sound the alarm so that the fire can be extinguished as soon as possible.

#### It is also prohibited:

- to use alcohol outside the accommodation and/or outside the catering establishments.
- to use or be in possession of (soft) drugs.
- to have tap installations with pressure cylinders available on, around and in the accommodation.
- Possession of weapons is prohibited by law.
- To smoke in the rented accommodation.

#### **Lost/Found Items**

Lost and found items can be handed in at the park reception. At the request of a tenant who has already departed, the found object can be returned to him or her at the expense and risk (cash on delivery) of this tenant. The lessor is never liable for any damage to the found object.

If the owner of a found object does not report within one month of handing over the found object, it is assumed that the owner has surrendered its possession.

#### Removal from the site/denial of access

All tenants must strictly comply with the regulations and rules included in the general terms and conditions and the park regulations and instructions from



to strictly follow the staff of the landlord (Recreatiepark de Koornmolen) and/or any night watchman (administrator) present in any form and I in any connection whatsoever. This also applies to the rules that apply to the use of the facilities.

In the event of a violation of these terms and conditions and in the event of failure to follow the instructions of the staff. the landlord is entitled to remove the tenant from the park, whereby further access to the park will be denied, without the tenant being entitled to full or partial refund of and/or discount on the paid or still to be paid (rent) sums, without prejudice to the right of the lessor to claim compensation for the damage caused by the violation. In general, a warning will be given first. In urgent cases, at the discretion of the landlord, this can be waived and immediate removal will be made and the tenant will be denied access to the park.

#### <u>Unforeseen cases</u>

In cases that are not regulated in the general terms and conditions or these park regulations, Dutch law decides.

#### Cancellation conditions from Article 4:

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 canceling during the stay, a notice period of 28 days applies. The tenant is obliged to pay the rent up to and including the last day in which the agreement is terminated.