

General conditions

If you make a reservation with TdM Beheer b.v., the general conditions below apply.

EXCLUSION OF RIGHT OF WITHDRAWAL

TdM Beheer b.v. points out that reservations you make are legally final. A right of withdrawal (the so-called reflection period) of 14 days, does not apply to the agreements you make with TdM Beheer b.v.

1. APPLICATION

1.1 These Terms and Conditions apply to all offers, reservations and agreements regarding all accommodations and other facilities, which are rented by TdM Beheer b.v. or its affiliates ("TdM Beheer b.v.").

1.2 In these Terms and Conditions, the term "tenant" means the person who enters into an agreement with TdM Beheer b.v. with respect to rental/use of accommodation and/or camping place. The term 'user' (hereinafter also referred to as guest) means the lessee and the persons specified by the lessee who (will) use the accommodation and/or other facilities rented by the lessee.

1.3 These General Terms and Conditions apply regardless of your (prior) reference to any terms and conditions of your own or to other general terms and conditions. TdM Beheer b.v. rejects all General Terms and Conditions to which you refer or which are used by you.

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

2. RESERVATIONS

2.1 TdM Beheer b.v. only accepts reservations from persons 21 years of or older. Reservations by persons younger than that age are therefore not valid.

2.2 TdM Beheer b.v. reserves the right to refuse non-standard reservations, especially groups, without giving reasons, or to set special conditions for them.

2.3 If TdM Beheer b.v. your reservation, TdM Beheer will send b.v. you a written confirmation and also an invoice within 14 days after transaction of the reservation. You must check this for correctness immediately after receipt. Any inaccuracies must be immediately communicated to TdM Beheer b.v.

2.4 If you are not in possession of a written confirmation/invoice within 14 days after making the reservation, you must immediately contact TdM Beheer b.v., failing which no appeal to the reservation can be made.

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2.5 Between you and TdM Beheer b.v. an agreement is established at the moment that TdM Beheer b.v. has confirmed the reservation to you.

2.6 The agreement concerns rental of accommodations for recreational , which by its nature is of short duration.

3. AMENDMENTS TO THE AGREEMENT

3.1 If, after the conclusion of the agreement, you wish to make changes to the agreement, TdM Beheer b.v. is not obliged to accept them. It is at the free choice of TdM Beheer b.v. to determine whether and to what extent it those changes. In the event that TdM Beheer

b.v. accepts your changes, TdM Beheer b.v. may charge you a change fee.

3.2. Changes of arrival date and/or location from 28 days before arrival are not allowed. In these cases, the cancellation fees as described in Article 14. of these General Conditions will apply.

3.3. If, after the conclusion of an agreement of more than one accommodation, you wish to cancel the number of accommodations, the following applies

The [cancellation policy](#), as described in Article 14 of our Terms and Conditions.

4. IN-PLACE

4.1 The tenant and other users are not allowed to give the accommodation under whatever name and for whatever reason to others than the persons named in the agreement in use, unless otherwise agreed in writing with TdM Beheer b.v.

4.2 If you and TdM Beheer b.v. have agreed that you and/or one or more users will be replaced, you will remain jointly and severally liable to TdM Beheer b.v., in addition to the tenant and/or users who replace you and/or other users, for the payment of the part of the rent still due, the modification costs (see art. 3.1) and any additional costs resulting from the replacement and any cancellation costs.

5. PRICES

5.1 You owe TdM Beheer b.v. the agreed rent, as stated in the written confirmation also invoice of the reservation.

5.2 Price discounts and/or special offers can no longer used if the confirmation of the reservation/invoice has been sent by TdM Beheer b.v..

5.3 All prices are inclusive of VAT, where applicable, unless otherwise stated.

6. ADDITIONAL COSTS

6.1 Tenant owes reservation and handling fees, bed linen and tourist tax including contribution to other charges in addition to the rent.

7. PAYMENTS

7.1 At reservation you must make a down payment of 30% plus the reservation-, handling- and insurance premiums. Payment of these amounts must be made within 14 days after the date of confirmation/invoice of the reservation of TdM Beheer b.v.

7.2 The remaining amount of the rent must be received by TdM Beheer b.v. no later than 6 weeks before the day of commencement of the stay in TdM Beheer b.v. as mentioned in the confirmation of the reservation.

7.3 Notwithstanding the foregoing, for reservations made between 8 weeks and 4 weeks before the start of your stay, the entire amount -rent plus the costs mentioned in 7.1 and 7.2- must be within 14 days of the date of the confirmation/invoice. For reservations made within 4 weeks before the of your stay, the entire amount -rent plus the costs mentioned in 7.1 and 7.2- must be paid immediately. If upon arrival at the park it appears that the amount has not yet been credited (in full) to the bank account of TdM Beheer b.v., you must pay the (remainder of the) amount on the spot. If you fail to pay in accordance with the above, TdM Beheer b.v. can deny you the use of the and/or other facilities. If it appears later that you did give a payment order, but the amount was not yet credited to the bank account of TdM Beheer b.v. on arrival, the excess payment will be refunded afterwards.

7.4 If the amounts invoiced to you are not paid on time, you will be in default immediately after the expiry of the term for payment. In that case TdM Beheer b.v. will give you the opportunity in writing to pay the amount due within 7 days. If even then payment is not made, TdM Beheer b.v. reserves the right dissolve (cancel) the agreement from the day on which the period of 7 days has expired and you will be liable for all the damage suffered or to be suffered by TdM Beheer b.v. as a result, including all the costs incurred by TdM Beheer b.v. in connection with your reservation and the dissolution. In any case TdM Beheer b.v. has the right to cancellation costs per accommodation. In that case the provisions of Article 14 will apply.

7.5 TdM Beheer b.v. is always entitled to set off claims against you on any account against amounts paid by you on any account.

8. ARRIVAL AND DEPARTURE

8.1 The rented accommodation can be occupied from 3 p.m. on the agreed day of arrival as stated on the booking confirmation. On the agreed departure day as stated on the booking confirmation, the accommodation must be vacated before 10:00 am.

8.2 If you wish to continue the agreement with TdM Beheer b.v. for longer than the agreed duration and TdM Beheer b.v. agrees, TdM Beheer b.v. is always entitled to designate another accommodation.

8.3 If the use of the accommodation is terminated earlier than the agreed date, as stated on the confirmation of the reservation, the tenant is not entitled to restitution of (part of) the rent and/or costs by TdM Beheer b.v. If you have taken out cancellation insurance and you

satisfies the conditions set by the insurance company, you may file a claim for damages on account of earlier termination of your stay directly with the insurance company.

9. REGULATIONS

9.1 All guests must comply with the rules established by TdM Beheer b.v. for the parks, laid down in, among other things, the park regulations. You can request the Regulations at the reception/manager upon arrival.

9.2 In accordance with local regulations, if requested, guests are required to show identification at the "check-in". If the guests cannot show identification, TdM Beheer b.v. can decide not to accommodate the guests.

9.3 Each accommodation may only be inhabited by the maximum number of people in the brochure for that accommodation.

9.5 For safety reasons, it is not allowed to place (party) tents near the accommodation. It is also not permitted to spend the night in a camper, caravan or anything of that nature.

9.6 The tenant must leave the accommodation broom-clean (i.e.: wash the dishes and put them in the cupboard, pick up and fold bed linen, clean the kitchen, refrigerator, place garbage bag in the container).

9.7 The tenant and users are required rent bed linen from TdM Beheer b.v. at the accommodation.

9.8 In case of violation of the rules included in these General Terms and Conditions, Park Regulations and/or in Regulations failure to follow instructions of the staff, TdM Beheer b.v. has the right to give you, the tenant and any other user the park immediately, without refund of the rental fee or any portion thereof.

9.9 If the park management has serious suspicions that the lessee of an accommodation is acting in violation of the law and/or public order and/or morals, the park management is authorized to gain access to the accommodation.

10. PETS

10.1 Depending on the accommodation a maximum of two pets of the tenant or users will be allowed by TdM Beheer b.v.. If you and/or other users wish to bring along pets, you have to indicate this directly at reservation. In that case TdM Beheer b.v. will charge you a surcharge, which will be paid by you. TdM Beheer b.v. reserves the right - without giving reasons - to refuse pets at the park. Pets are not allowed in all accommodations, so please inform when which type it is possible.

10.2 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. On-site directions must be followed. Pets must not be a nuisance to other guests.

10.3 Pets are not allowed loose in a home without people.

10.4 Pet feces must disposed of at all times, if it is

not done we apply a fine.

10.5 Dog basket must be brought and a flea collar for dogs is required.

10.6 Visitors' pets are not allowed.

11. USE OF ACCOMMODATION; INVENTORY

11.1 The renter and those accompanying the renter are jointly and severally liable for the orderly conduct of business in and around the rented accommodation or elsewhere in the park, use of the accommodation and the equipment therein.

11.2 In addition, the tenant and those accompanying the tenant are always jointly and severally liable for damage due to breakage and/or loss and/or damage of inventory and/or accommodation. Any damage must be immediately reported by the tenant to TdM Beheer b.v. and immediately compensated on the spot, unless the tenant can prove that the occurrence of the damage is not due to fault of himself, other users or one of the members of his company.

12. INTERNET USAGE

12.1. Depending on the accommodation and/or camping place, TdM Beheer b.v. offers the tenant and those accompanying the tenant access to the Internet via a WiFi network or via cable.

12.2. The renter is responsible for the correct use of the Internet as well as the necessary hardware and software, configuration, peripherals and connections to support it and measures to secure computer or operating system.

12.3. TdM Beheer b.v. is not liable for damages resulting from the use of the Internet or due to network failures.

12.4. When using the Internet, the tenant and those accompanying him must behave as may be expected of a responsible and careful Internet user and respect the legal rules. He will from behavior whereby other internet users are hindered or whereby damage is caused to TdM Beheer b.v. in the broadest sense of the word. The tenant and those accompanying the tenant will refrain from visiting internet websites that have an unlawful character or that are not in accordance with the reputation of TdM Beheer b.v. as provider of accommodation and/or camping places.

12.5. Upon discovery or suspicion of nuisance from third parties and/or (other) internet abuse by the tenant or those accompanying the tenant, TdM Beheer b.v. has the right without further announce whether or not to block access to the Internet entirely.

12.6. The tenant indemnifies TdM Beheer b.v. against claims of third parties for compensation of damage that these third parties could (try) recover in any way from TdM Beheer b.v., insofar as this liability is based on the use made of the Internet by the tenant or those accompanying him.

13. BORGSOM

13.1 TdM Beheer b.v. may require a deposit from you at the beginning of your stay. The deposit is € 250,- per accommodation, but can be increased by TdM Beheer b.v. when rented by groups.

13.2. The deposit serves as security for damage and/or costs -in the broadest sense of the word- that TdM Beheer b.v. may incur in case of non-compliance with the obligations of the tenant and those accompanying the tenant.

13.3. In case the deposit is not paid immediately, TdM Beheer b.v. is entitled to deny the tenant and/or other users access to and use of the accommodation and/or camping place.

13.4 If you fail to pay the deposit, TdM Beheer b.v. will also be entitled to dissolve (cancel) the agreement with immediate effect.

13.5 The deposit or the possible remainder thereof will be refunded after settlement of claims (damage to inventory/accommodation and/or other costs) of TdM Beheer b.v. on the tenant and/or users. Any (further) claims for compensation will not be by this restitution.

14. CANCELLATION FEE

14.1 If a reservation is cancelled, a cancellation fee is .

For cancellation 90 to 30 days before arrival, you pay 30% of the agreed rental price. Within 30 days before arrival you pay 100% of the agreed rental price. A reservation fee of € 26,50 will be at all times.

14.2 Failure to arrive within 24 hours of the agreed date without further notice will be considered a cancellation.

15. FORCE MAJEURE AND MODIFICATION

15.1 In the event that TdM Beheer b.v. is temporarily or temporarily unable to perform all or part of the agreement due to force majeure, TdM Beheer will e.g. within 14 days of becoming aware of the impossibility of fulfilling the contract, submit a proposal for modification (for other accommodation/other period etc.).

15.2 Force majeure on the part of TdM Beheer b.v. exists if the performance of the agreement is prevented in whole or in part, temporarily or otherwise, by circumstances beyond the control of TdM Beheer b.v., including danger of war, personnel strikes, blockades, fire, floods and other disturbances or events.

15.3 You are entitled to reject the amendment proposal. If you reject the change proposal, you must us of this within 14 days of receiving the change proposal. In that case TdM Beheer b.v. has the right to dissolve the agreement with immediate effect. You will then be entitled to remission and/or refund of (the part of) the rent already paid. In that case TdM Beheer b.v. will not be held to compensate any damage.

16. NOTICE

16.1 TdM Beheer b.v. has at all times the right to cancel the agreement with immediate effect, if at reservation personal data of you and/or other users incomplete and/or incorrect. In such a there will be no refund of the rent or part thereof.

17. LIABILITY

17.1 TdM Beheer b.v. accepts no liability for theft, loss or damage of or to goods or persons, of any nature 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 TdM Beheer b.v., unless there is intent or gross negligence of TdM Beheer b.v. or (one of) its employees.

17.2 TdM Beheer b.v. is not liable for service failures or defects in services provided by third parties.

17.3 You and the user are jointly and severally liable for all loss and/or damage to the rented accommodation and/or camping pitch and/or other property of TdM Beheer b.v. arising during its use by you and/or other users, regardless of whether this is the result of acts or omissions of yourself and/or third parties who are on the park with your permission.

17.4 You indemnify TdM Beheer b.v. for all claims for damages of third parties resulting from any act or omission of yourself, other users, your travel companions or third parties with your permission in the park.

17.5 In case of improper use or improper abandonment, including but not limited to excessive contamination of the accommodation, additional costs will be charged which you will be obliged to pay immediately.

18. COMPLAINTS

18.1 Despite the care and effort of TdM Beheer b.v., you may consider you have a justified complaint regarding your vacation accommodation. This complaint should be reported in the first instance on the spot and directly to the management of the park of your stay. Should the complaint not be dealt with to your satisfaction, you will have the opportunity, no later than 1 month after leaving the park of your stay, to submit the complaint in writing to: TdM Beheer b.v., Postbus 1013, 1810 KA Alkmaar stating reservation number, name and address, date of stay, park name and accommodation number. The complaint will then be handled with the utmost care. Should this also not lead to a satisfactory solution, you have up to 3 months after departure from the park the opportunity to have the complaint handled by the Recreation Disputes Committee in The Hague, or to submit the complaint to the legally competent court. The decision of this committee has the force of a binding opinion.

19. APPLICABLE LAW

19.1 The agreement between you and TdM Beheer b.v. is exclusively governed by Dutch law.

20. TRAVEL DOCUMENTS

20.1 You are responsible for having the valid travel documents required for your destination. TdM Beheer b.v. accepts no liability for the consequences of not the correct travel documents.

21. PRIVACY

21.1 All data you provide to us will be included in a file. This file is registered with the Dutch Data Protection Authority in The Hague. The database is used for our guest administration. These data may also be used to provide targeted information and offers about our products and services, both by ourselves and by third parties. In order to tailor this information and promotional offers to your interests as much as possible, we may have your data combined with data known to other companies.

21.2 At your request we will correct, supplement, remove or shield your data, in case the data for example factually incorrect. This may in you no longer being able to use (part of) our services. You have the right to request us to inform you whether personal data relating to you are being processed.

21.3 If you do not wish to be sent interesting information or offers, please let us know by sending a card to: TdM Beheer b.v., PO Box 1013, 1810 KA ALKMAAR or an e-mail to info@tuskendemarren.nl.

22. GENERAL

22.1 Obvious printing and typesetting errors do not bind TdM Beheer b.v..

22.2 These terms and conditions supersede all previous publications.