

Conditions for Tourist Stay

Article 1: Definitions

In these conditions, the following definitions apply:

- a. camping equipment: tent, folding trailer, motorhome, touring caravan, etc.;
- b. pitch: any placement option for camping equipment to be specified in the agreement;
- c. tourist pitch: a pitch available for camping equipment for a period of no more than three months;
- d. entrepreneur: the company, institution or association that makes the pitch available to the guest;
- e. guest: the person who enters into the agreement regarding the pitch with the entrepreneur;
- f. co-guest: the additional person(s) stated in the agreement;
- g. third party: any other person who is not the guest and/or their co-guest(s);
- h. agreed price: the fee paid for the use of the tourist pitch; a price list must indicate what is not included in the price;
- i. information: written or electronically provided information regarding the use of the rented pitch and the camping equipment, the facilities and the rules concerning the stay;
- j. disputes committee: Recreation Disputes Committee in The Hague, composed by ANWB / Consumers' Association / RECRON;
- k. RECRON consumer guide;
- l. cancellation: the written termination of the agreement by the guest before the starting date of the stay;
- m. a dispute: when a complaint submitted by the guest to the entrepreneur has not been resolved to the satisfaction of the parties.

Article 2: Content of the Agreement

1. For recreational purposes, therefore not for permanent residence, the entrepreneur makes an agreed pitch available to the guest for the agreed period; the latter thereby obtains the right to place camping equipment of the agreed type and for the specified persons.
2. The entrepreneur is obliged to provide the guest in advance with the written information on the basis of which this agreement is partly concluded. The entrepreneur shall always communicate any changes to this information to the guest in writing in a timely manner.
3. If the information differs substantially from the information provided when entering into the agreement, the guest has the right to cancel the agreement free of charge.
4. The guest is obliged to comply with the agreement and the rules in the accompanying information. The guest shall ensure that co-guests and/or third parties visiting and/or staying with them comply with the agreement and the rules in the accompanying information.
5. If the provisions in the RECRON conditions differ from the information in this agreement, the RECRON conditions shall apply. This does not affect the possibility for the guest and the entrepreneur to make individual supplementary agreements deviating from these conditions in favor of the guest.
6. The entrepreneur assumes that the guest enters into this agreement with the consent of their possible partner.

Article 3: Duration and End of the Agreement

The agreement shall automatically end after expiry of the agreed period, without notice being required.

Article 4: Price and Price Changes

1. The price is agreed based on the rates applicable at that moment, as determined by the entrepreneur.
 2. If, after determination of the price, additional costs arise for the entrepreneur due to increased charges resulting from changes in taxes and levies directly relating to the pitch, the camping equipment or the guest, these may be charged to the guest, even after conclusion of the agreement.
-

Article 5: Payment

1. The guest must make payments in euros, unless otherwise agreed, in accordance with the agreed deadlines.
 - 2a. If the booking was made more than six weeks before the arrival date and the guest, despite prior written reminder, fails to meet the payment obligation within two weeks after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right to full payment of the agreed price.
 - 2b. If the booking was made six weeks or less before the arrival date and the guest has not fulfilled the payment obligation on time or properly, the agreement shall automatically end, whereby the guest owes compensation to the entrepreneur in accordance with Article 6 paragraph 1. The entrepreneur must inform the guest in advance of the consequences of late payment.
 3. If on the day of arrival the entrepreneur has not received the total amount due, the entrepreneur is entitled to deny the guest access to the grounds, without prejudice to the entrepreneur's right to full payment of the agreed price.
 4. Reasonable out-of-court costs incurred by the entrepreneur after notice of default shall be borne by the guest. If the total amount due has not been paid on time, the statutory interest percentage on the outstanding amount shall be charged after written notice.
-

Article 6: Cancellation

1. In the event of cancellation, the guest shall pay compensation to the entrepreneur. This amounts to:
 - * 15% of the agreed price for cancellation more than three months before the starting date;
 - * 50% of the agreed price for cancellation within three to two months before the starting date;
 - * 75% of the agreed price for cancellation within two to one month before the starting date;
 - * 90% of the agreed price for cancellation within one month before the starting date;
 - * 100% of the agreed price for cancellation on the day of the starting date.
 2. The compensation shall be refunded proportionally, after deduction of administration costs, if the pitch is reserved by a third party nominated by the guest and with written approval of the entrepreneur for the same period or part thereof.
-

Article 7: Use by Third Parties

1. Use by third parties of camping equipment and/or the associated pitch is only permitted if the entrepreneur has given written permission.
 2. Conditions may be attached to the permission granted, which must then be recorded in writing in advance.
-

Article 8: Early Departure of the Guest

The guest owes the full price for the agreed tariff period.

Article 9: Interim Termination by the Entrepreneur and Eviction in the Event of Attributable Failure and/or Unlawful Act

1. The entrepreneur may terminate the agreement with immediate effect:
 - a. if the guest, co-guest(s) and/or third party(ies), despite prior written warning, fail to comply properly with the obligations arising from the agreement, the rules in the accompanying information and/or government regulations, to such an extent that continuation of the agreement cannot reasonably be expected from the entrepreneur;
 - b. if the guest, despite prior written warning, causes nuisance to the entrepreneur and/or co-guests, or spoils the atmosphere on or in the immediate vicinity of the grounds;
 - c. if the guest, despite prior written warning, acts contrary to the purpose of the grounds through use of the pitch and/or camping equipment;
 - d. if the guest's camping equipment does not meet generally recognized safety standards.
 2. If the entrepreneur wishes interim termination and eviction, they must notify the guest by personally delivered letter. In that letter, the guest must be informed of the possibility of submitting the dispute to the Disputes Committee. The written warning may be omitted in urgent cases.
 3. After termination, the guest must ensure that the pitch and/or camping equipment is vacated and the grounds are left as soon as possible, but no later than within 4 hours.
 4. If the guest fails to vacate the pitch, the entrepreneur is entitled to clear the pitch in accordance with Article 10 paragraph 2.
 5. The guest remains in principle obliged to pay the agreed rate.
-

Article 10: Eviction

1. When the agreement has ended, the guest must leave the pitch empty and completely cleared no later than the final day of the agreed period.
 2. If the guest does not remove their camping equipment, the entrepreneur is entitled, after written notice and observing a seven-day period commencing on the day of receipt, to clear the pitch at the guest's expense, without prejudice to the provisions of Article 9 paragraphs 2 and 3. Any storage costs, insofar as reasonable, shall be borne by the guest.
-

Article 11: Laws and Regulations

1. The guest shall at all times ensure that the camping equipment placed by them, both internally and externally, complies with all environmental and safety requirements imposed by the authorities or by the entrepreneur in the context of environmental measures for their business.
 2. The entrepreneur is obliged to comply with the provision of the EFCO Charter called "Preservation of external risks at camping businesses." The contents of the Charter can be consulted on the publicly accessible section of the RECRON website (www.recron.nl).
 3. LPG installations are only permitted on the pitch if they are located in motor vehicles approved by the Dutch Vehicle Authority (Rijksdienst voor het Wegverkeer).
 4. If municipal fire regulations require the guest to take preventive measures, such as having an approved fire extinguisher available, the guest must strictly comply with these regulations.
-

Article 12: Maintenance and Construction

1. The entrepreneur is obliged to maintain the recreational grounds and central facilities in good condition.
 2. The guest is obliged to maintain the camping equipment placed by them and the associated pitch in the same condition.
 3. The guest, co-guest(s) and/or third party(ies) are not permitted to dig on the grounds, cut down trees, prune shrubs, place antennas, erect fences or screens, or place constructions or other facilities of any kind in, on, under or around the camping equipment without prior written permission from the entrepreneur.
 4. The guest remains at all times responsible for keeping the camping equipment and the facilities referred to in paragraph 3 movable.
-

Article 13: Liability

1. The entrepreneur's legal liability for damage other than personal injury or death is limited to a maximum of €455,000 per event. The entrepreneur is obliged to insure against this liability.
 2. The entrepreneur is not liable for accidents, theft or damage on their grounds unless this is the result of a shortcoming attributable to the entrepreneur.
 3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
 4. The entrepreneur is liable for failures in their section of utility services unless they can invoke force majeure or if the failures are related to the connection from the guest's takeover point.
 5. The guest is liable for failures in the section of utility services from the takeover point onward unless force majeure applies.
 6. The guest is liable towards the entrepreneur for damage caused by acts or omissions of themselves, the co-guest(s) and/or third party(ies), insofar as such damage can be attributed to the guest, co-guest(s) and/or third party(ies).
 7. The entrepreneur undertakes to take appropriate measures after notification by the guest of nuisance caused by other guests.
-

Article 14: Dispute Resolution

1. The guest and the entrepreneur are bound by the decisions of the Disputes Committee.
2. Dutch law applies to all disputes relating to the agreement. Only the Disputes Committee or a Dutch court has jurisdiction to hear such disputes.
3. In the event of a dispute concerning the conclusion or execution of this agreement, the dispute must be submitted to the Disputes Committee in writing, or in another form determined by the Disputes Committee, no later than 12 months after the date on which the guest submitted the complaint to the entrepreneur.

If the entrepreneur wishes to submit a dispute to the Disputes Committee, they must ask the guest to state within five weeks whether or not they wish to submit the dispute to the Disputes Committee. The entrepreneur must announce that after expiry of the aforementioned period, they will consider themselves free to bring the dispute before the court.

Where these conditions refer to the Disputes Committee, a dispute may also be submitted to the court. If the guest has submitted the dispute to the Disputes Committee, the entrepreneur is bound by that choice.

4. For the handling of disputes, reference is made to the Recreation Disputes Committee Regulations. The Disputes Committee is not authorized to handle disputes relating to illness, injury, death or the non-payment of an invoice where no material complaint underlies the non-payment.
5. A fee is payable for the handling of a dispute.