

## General terms and conditions (the 'general terms and conditions')

### 1. APPLICATION

- 1.1. These general terms and conditions apply to all offers, reservations and agreements regarding all accommodations, campsite pitches, and other facilities let by the rental agency (as defined below), whether or not acting as an intermediary for the owner (as defined below).
- 1.2. The following definitions are used in these general terms and conditions:
- 'owner' means the party on whose behalf the rental agency mediates in the conclusion of a rental agreement with you;
  - 'user' or 'guest' means the lessee and any individuals named by the lessee who use or will use the accommodation, campsite pitch, and/or other facilities rented by the lessee;
  - 'lessee' or 'you' means the person who concludes an agreement regarding the rent/use of an accommodation, campsite pitch, and/or other facilities;
  - 'park' means the park in which a rented accommodation, campsite pitch, and/or other facility is located;
  - 'regulations' means the collection of regulations used for a park, in any case including the park regulations and the swimming pool regulations (if and to the extent applicable); and
  - 'rental agency' means Landal GreenParks B.V., Roompot Recreatie Beheer B.V., or one of its affiliates;
- 1.3. These general terms and conditions form an integral part of the agreement between you and the rental agency, or, where the rental agency acts as an intermediary, between you and the owner. The general terms and conditions apply regardless of your (prior) reference to any terms and conditions of your own or to any other general terms and conditions. The rental agency rejects any terms to which you may refer or which you use.
- 1.4. When the rental agency acts as an intermediary for an owner, any rights vested in the rental agency under these general terms and conditions are also vested in the owner.
- 1.5. Arrangements deviating from these general terms and conditions will only be valid if agreed upon in writing.

### 2. CONCLUSION OF AGREEMENT AND RESERVATIONS

- 2.1. The rental agency will only process reservations made online or by phone, and only if made by individuals of 21 years or older. Consequently, reservations made by individuals below that age will not be valid.
- 2.2. The rental agency reserves the right to refuse non-standard reservations, particularly for groups, without stating reasons, or to impose special conditions in such cases.
- 2.3. If the rental agency accepts your reservation for processing, the rental agency will send you a confirmation no later than 14 days of making the reservation, which confirmation will also serve as invoice. You should check it for accuracy immediately upon receipt, and promptly notify the rental agency of any inaccuracies.
- 2.4. If you have not received your confirmation/invoice within 14 days of making the reservation, you should contact the contact centre immediately; no claims on grounds of the reservation will be accepted should you have failed to do so.
- 2.5. An agreement is established between you and the rental agency, or where the rental agency acts as intermediary, between you and the owner, at the moment the rental agency has confirmed the reservation to you. You explicitly agree that the rental agency acts as an intermediary for both you and the owner. An overview of the parks for which the rental agency acts as an intermediary can be found on the website.
- 2.6. The agreement covers the rent of accommodations, campsite pitches, and/or other facilities for short stay recreational purposes only.
- 2.7. The rental agency reminds you that reservations you make are immediately final by law. A 14-day right of withdrawal (the so-called cooling-off period) does not apply to agreements you conclude with or through the rental agency.

### 3. AMENDMENTS TO THE AGREEMENT

- 3.1. Changes to the agreement after it has been concluded, can be made up to 28 days before arrival. Amendment costs may be charged for changes. After the change the price of the booking may not be less than the original booking.
- 3.2. In the unlikely event that the rental agency has to make an amendment to a reservation booked by you, the rental agency will offer you a suitable alternative.

### 4. SUBSTITUTION

- 4.1. Without the prior written consent of the rental agency, the lessee and other users will not be permitted to allow individuals other than those named in the agreement to use the accommodation and/or campsite pitch.

- 4.2. In case the rental agency has consented to the accommodation and/or campsite pitch being taken over, amendment costs for doing so will be charged. Furthermore, in addition to the replacement lessee and/or users, you will remain jointly and severally liable towards the rental agency for the payment of (i) the outstanding part of the rent, (ii) the amendment costs, (iii) any other costs resulting from taking over the reservation, and (iv) any cancellation costs.

## **5. RENT**

- 5.1. Your payment obligation towards the rental agency amounts to the rent as specified in the confirmation/invoice of the reservation.
- 5.2. Once the rental agency has confirmed the reservation, your reservation will no longer qualify for price discounts and/or special offers.
- 5.3. In so far as applicable, all prices are inclusive of VAT unless otherwise stated.
- 5.4. The rental agency is entitled to implement and set off price increases resulting from interim adjustments to statutory regulations or provisions (including, but not limited to, VAT, tourist tax, insurance tax) that are beyond the control of the rental agency.

## **6. EXTRA COSTS**

- 6.1. In addition to the rent, you also owe the rental agency administration costs, bed linen hire, and (if applicable) tourist tax. The amount of tourist tax is determined by the municipality in which the park is located.
- 6.2. For bookings at parks in Denmark, you will also be due utility costs (water, heating, gas/electricity). The costs for using these utilities will be settled on the basis of actual consumption related to the stay. Consumption is automatically measured (digitally). At the end of your stay, these costs, based on the automatically transmitted meter readings and the rates set by the rental agency, will have to be paid by you at the park in Danish currency. These rates can be found on the rental agency's website and are subject to change from time to time.

## **7. PAYMENTS**

- 7.1. You are required to make a down payment of 50% of the total amount to the rental agency within 14 days from making your reservation. For reservations made less than 8 weeks before the start of your stay, the entire amount is payable at once.
- 7.2. The remaining amount of the rent must be received by the rental agency no later than 8 weeks before the start of your stay as specified in the confirmation/invoice.
- 7.3. If the amounts invoiced to you are not paid in time, you will be in default immediately upon expiry of the payment term. In the absence of (timely) payment, the rental agency may deny you access to the accommodation, campsite pitch, and/or other facility. In addition, the rental agency will be entitled to dissolve (cancel) the agreement. Where appropriate, you will be liable for any loss the rental agency suffers or will suffer as a result, including in any case all costs incurred or to be incurred by the rental agency in connection with your reservation and the dissolution of the agreement. Furthermore, the rental agency will be entitled to charge cancellation costs in accordance with the provisions of article 13.
- 7.4. The rental agency will at all times be entitled to set off any claim against you for whatever reason against any amounts paid by you for whatever reason.

## **8. ARRIVAL AND DEPARTURE**

- 8.1. The rented accommodation will be available from 4.00 pm on the day of arrival as specified in the confirmation/invoice, the rented accommodation in Denmark will be available from 3.00 pm, and a rented campsite pitch will be available from 1.00 pm. The rental agency has the scope to change the above-mentioned arrival times. On the day of departure as specified in the confirmation/invoice, the rented accommodation is to be vacated before 10.30 am, and in Denmark before 10.00 am. Rented campsite pitches must be vacated before noon.
- 8.2. When checking in, all guests are required to provide proof of identity immediately on request. If guests are unable to show proof of identity, the rental agency may decide not to accommodate the guests in question.
- 8.3. If you wish to extend the agreement with the rental agency beyond the agreed duration and the rental agency agrees to this in writing, the rental agency is entitled to allocate a different accommodation/campsite pitch to you.
- 8.4. If the use of the accommodation, campsite pitch, and/or other facility is terminated before the date specified in the confirmation/invoice, the lessee will not be entitled to a refund of (part of) the rent and/or to any payment from the rental agency.
- 8.5. An accommodation should be neat and clean before departure (this means the washing-up has been done, all bed linen has been removed, the kitchen and fridge have been cleaned, and the rubbish has been taken out). A campsite pitch should be clean upon departure.

## **9. REGULATIONS**

- 9.1. All guests must comply with the rules established for the parks, as laid down in the park regulations. All catering services provided at the park are subject to the Uniform Conditions for the Hotel and Catering Industry (*Uniforme Voorwaarden Horeca*). The aforementioned conditions and regulations can be obtained at the reception desk or found online.
- 9.2. The rental agency reserves the right to make changes to the regulations, the organisation, and the opening hours of the park facilities, including partial or total closure of those facilities, without you being entitled to any compensation.
- 9.3. In case of violation of the rules of these general terms and conditions, the applicable regulations, or failure to comply with the instructions from the staff, and/or a serious suspicion that a lessee is acting contrary to the law, public order, and/or public decency, the rental agency may immediately expel you and every guest of your party from the park, without any entitlement to a refund of the rent or part thereof.
- 9.4. If the park management seriously suspects that a lessee is acting contrary to the law, public order, and/or public decency, the park management will be authorised to gain access to the accommodation in question.

## **10. PETS**

- 10.1. A maximum of one or two pets (depending on the park concerned) is allowed, but solely (i) in accommodations designated for such purpose, (ii) if the pets have been specified at the time of making the reservation, (iii) if the pets are in possession of a European pet passport proving that they comply with the health and vaccination requirements set in the country of the park, and (iv) against payment of a (cleaning) surcharge. Contrary to the above, no (cleaning) surcharge applies for caged pets. Visitors' pets are not allowed. In addition, the rental agency reserves the right to refuse pets (without stating reasons).
- 10.2. Pets are not allowed at/in ponds, swimming pools, restaurants, indoor facilities and other public areas at the park, unless otherwise indicated. In addition, pets must be leashed at all times outside the accommodation. Instructions on site must be followed and pets must not cause any nuisance to other guests.
- 10.3. A basket should be brought along for dogs. Protection against fleas is mandatory for cats/dogs.

## **11. USE OF ACCOMMODATION**

- 11.1. The accommodation is made available to you in good condition. Renting bed linen is mandatory when renting an accommodation. Should you be of the opinion that the accommodation is not in good condition, please report this immediately at the reception.
- 11.2. An accommodation may only be occupied by the maximum number of guests specified for the accommodation in question on the rental agency's website.
- 11.3. The accommodation may only be used (i) by the lessee and the guests who are part of their travel party, and (ii) for recreational purposes. Temporary or permanent occupation is not permitted.
- 11.4. The lessee is obliged to handle the accommodation and any inventory with care. The lessee and guests will at all times be jointly and severally liable for damage due to breakage, loss, and/or damage to the inventory and/or accommodation. Any damage must be reported and compensated immediately by the lessee, unless the lessee can prove the cause of such damage is not attributable to any fault of the lessee or the other guests of the party.
- 11.5. The lessee and guests are each jointly and severally liable for an orderly conduct in and around the rented accommodation, campsite pitch and/or elsewhere in the park, and for the use of the accommodation and/or campsite pitch and the equipment contained in there.
- 11.6. Without being entitled to compensation, the lessee will allow essential maintenance work to be carried out on the accommodation or other facilities during the stay.
- 11.7. For safety reasons, it will not be permitted to place tents near accommodations.

## **12. INTERNET USE**

- 12.1. Depending on the accommodation and/or campsite pitch, the rental agency offers guests internet access via a Wi-Fi network or via cable. The lessee is responsible for its proper use. The rental agency is not liable for any damage/loss as a result of using the internet or breakdowns in the network.
- 12.2. When making use of the internet, each user has to behave in a manner that may be expected of a responsible and careful internet user. They should respect the statutory rules and refrain from behaviour causing nuisance to other internet users or causing damage to the rental agency in the broadest sense. Users will refrain from visiting websites of an unlawful nature or inconsistent with the rental agency's reputation as a provider of accommodation and/or campsite pitches.

- 12.3. In the case of observed or suspected nuisance to third parties and/or (other) internet misuse by any user, the rental agency will have the right to deny the relevant individuals access to the internet, either completely or in part, without any further notice.
- 12.4. The lessee will indemnify the rental agency against any third-party claims for compensation of damage/loss for which those third parties might in any way seek recourse from the rental agency, to the extent that such claims are based on the use made by the lessee and co-users of the internet.
- 13. CANCELLATIONS**
- 13.1. Reservations made more than 42 days before the start of the stay may be cancelled free of charge within 14 days after the reservation was made. Any other cancellations are subject to costs. When payment has been made with a voucher, you will receive a new voucher instead.
- 13.2. The cancellation costs are 30% of the total amount of the reservation if cancellation takes place up to 30 days before the date of arrival, and the full amount if cancellation takes place within 30 days before arrival.
- 13.3. You can insure yourself against cancellation risks by taking out a cancellation insurance when you make your reservation.
- 13.4. Failure to arrive within 24 hours of the intended starting date of your stay without further notice, will be considered a cancellation. In that case, you will owe the full amount of your reservation.
- 14. FORCE MAJEURE AND MODIFICATION**
- 14.1. In the event that the rental agency is unable, temporarily or otherwise, to perform the agreement in whole or in part due to force majeure, the rental agency may submit a modification proposal (for other accommodation/different period etc.) within 14 days of becoming aware of the impossibility of fulfilling the agreement. Suspending the fulfilment of the rental agency's obligations is permitted if circumstances arise that are beyond the rental agency's control. Under no circumstances will the rental agency be obliged to compensate any damages or costs.
- 14.2. Force majeure on the part of the rental agency exists if the performance of the agreement by the rental agency is hindered in full or in part, temporarily or otherwise, due to circumstances beyond the rental agency's control, which include war risk, government measures, staff strikes, blockades, fire, flooding and/or other disruptions or events.
- 15. TERMINATION**
- The rental agency will at all times be entitled to terminate the agreement with immediate effect if your personal data and/or those of other users are incompletely and/or incorrectly stated when making the reservation. In such cases, the rent or any part thereof will not be refunded.
- 16. LIABILITY**
- 16.1. Using the accommodation and any one of the facilities and services at the park is at one's own risk. The rental agency does not accept any liability for theft (including theft from bungalow safes and swimming pool lockers), loss of or damage to goods or individuals, of any kind whatsoever, and regardless of the cause thereof, during or as a result of a stay at one of our parks and/or the rent/use of accommodation, campsite pitch, and/or other facilities of the rental agency, except in case of an intentional act or gross negligence on the part of the rental agency or (one of) its employees.
- 16.2. The rental agency will not be liable for service disruptions or defects in services provided by third parties.
- 16.3. The lessee and each user is jointly and severally liable for any loss of and/or damage to the rented accommodation and/or campsite pitch and/or other property of the rental agency that arises while being used by you and/or other users, irrespective of whether this is the result of acts or omissions of yourself and/or third parties who are at the park with your permission.
- 16.4. The lessee indemnifies the rental agency against any third-party claims for damages resulting from any act or omission of yourself, other users, your travel companions, or third parties who are at the park with your permission. Any violation of applicable laws and regulations is understood to be included in the above.
- 16.5. In the event of incorrect use or failure to leave the accommodation in the right condition, including but not limited to it being excessively dirty, additional costs will be charged, which you will be obliged to pay immediately.
- 17. COMPLAINTS**
- 17.1. Despite the care taken and effort made by the rental agency, you might feel you have a justified complaint in respect of your holiday accommodation. Such a complaint should initially be lodged immediately and on site with the park management. Should the complaint not be dealt with to your satisfaction, you will have the opportunity to submit the complaint in writing within 1 month after the departure date. The complaint, stating reservation number, name and address, date of stay, the name of the park and the accommodation number, should be send to:

- [care@landal.co.uk](mailto:care@landal.co.uk), for guests from the UK;
- [kundenservice@landal.de](mailto:kundenservice@landal.de), for guests from Germany, Austria and Switzerland;
- [info@landal.dk](mailto:info@landal.dk), for guests from Denmark and Norway; and
- [gastenservice@landal.com](mailto:gastenservice@landal.com), for guests from the Netherlands and all other countries.

Your complaint will then be handled with due care. Should this also fail to lead to a satisfactory solution, you will have up to 3 months after the departure date at the latest to submit the complaint to:

- forbrugerklagenævnet (<http://naevneneshus.dk>), for guests from Danmark;
- the *Geschillencommissie Recreatie in Den Haag* ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)), for guests from the Netherlands; and
- the online complaint portal of the European Commission (<http://ec.europa.eu/odr>), for guests from all other countries.

17.2. Decisions of the Disputes Committees will have the effect of a binding opinion.

17.3. In the event that the rental agency acts as an intermediary for the owner, the rental agency cannot accept any liability for your complaint. When the rental agency assists in resolving your complaint, it does so solely as an intermediary for the owner. The rental agency is not liable to you for any refund and/or compensation.

## 18. PRIVACY

18.1. All data you provide to us will be recorded in a database. The database is used for our guest administration. These data may also be used to provide specific information about and offers of our or allied products and services, both by us and third parties. To tailor this information and special offers to your interests as much as possible, we may allow your data to be combined with data held by other companies. A detailed description of how we process your data can be found on our website under the "privacy" section.

18.2. At your request, we will correct, supplement, delete or shield your data, in case the data are, for example, factually incorrect. This may result in you no longer being able to use some or all of our services. You have the right to request us to notify you whether personal data relating to you are being processed.

18.3. If you do not wish to be sent relevant information or offers, please let us know by sending a card to: Landal, Address Management Department, postbus 15307, 1001 MN Amsterdam, the Netherlands, or an e-mail to [info@landal.com](mailto:info@landal.com).

## 19. GENERAL

19.1. Having valid travel documents required for your destination is your responsibility. The rental agency will not accept any liability for the consequences of not having the correct travel documents.

19.2. The rental agency will send its correspondence digitally unless this proves to not be possible.

19.3. The rental agency will not be bound by apparent printing and typesetting errors.

19.4. With these general terms and conditions all previous editions of the general terms and conditions cease to apply.

## 20. APPLICABLE LAW

20.1. The agreement between yourself and the rental agency is governed exclusively by Dutch law.