

## **General Terms and Conditions MarinaParken – Tourist Stays**

**02.02.2025**

### **Article 1: Application of general terms and conditions**

1. These General Terms and Conditions apply to all offers, reservation requests, bookings and agreements that are concluded, directly or indirectly, with MarinaParken and relate to all types of accommodations and camping pitches that are rented out by MarinaParken, hereinafter referred to as the user(s) of these General Terms and Conditions in the singular as 'Landlord'. Additional conditions can be imposed at park level, which then apply in addition to these General Terms and Conditions. If there is a conflict between the General Terms and Conditions and the additional (park) conditions, the additional (park) conditions will prevail.
2. In these General Terms and Conditions, the term 'Renter' is defined as: the person who enters into an agreement with the Lessor regarding temporary rental/temporary use of accommodation and/or camping site for recreational purposes. The term 'Users' means the persons who stay in the accommodation together with the Tenant.
3. These General Terms and Conditions apply regardless of whether the Renter refers to any own terms and conditions or to other general terms and conditions. The Landlord rejects all General Terms and Conditions to which the Tenant refers or that are used by the Tenant.
4. Agreements deviating from these General Terms and Conditions are only valid if agreed in writing.

### **Article 2: Reservation**

1. The landlord only accepts reservations from persons who are 18 years or older. Reservations by persons younger than that age are therefore not valid. MarinaParken reserves the right to refuse a reservation request without stating reasons.
2. The landlord reserves the right, without giving reasons, to refuse deviating reservations, in particular groups and stays that are not of a recreational nature but not exclusively, or to impose special conditions on them.
3. If the Landlord processes a reservation, the Landlord will send the Tenant a (written) order confirmation within 14 days, which will also include an invoice. The Renter must check the order confirmation and the invoice for accuracy

immediately upon receipt. Any inaccuracies must be communicated to the Lessor immediately, but in any case within 8 days.

4. If the Renter is not in possession of a written order confirmation including invoice within fourteen (14) days after making the reservation, the Renter must immediately contact the reservations department, failing which the reservation cannot be invoked.

5. An agreement is concluded between the Renter and the Lessor at the time that the Lessor has sent the order confirmation, which is also the invoice, to the Renter by post or by e-mail. On the understanding that the Renter will receive the confirmation within fourteen (14) days.

6. The agreement concerns the rental of accommodation and/or camping pitch and/or other facilities for recreational use, which by its nature is short-term.

### **Article 3: Changes to the reservation/agreement**

1. If the Tenant wishes to make changes to the agreement after the conclusion of the agreement, the Lessor is not obliged to accept them. It is at the discretion of the Lessor to determine whether and to what extent these changes will be accepted by it. In the event that the Landlord accepts the changes, the Landlord may charge change costs, which amount to at least € 10.00 per change.

### **Article 4: Replacement**

1. The Tenant and the other users of the rented property are not permitted to grant use of the accommodation and/or camping site under any name and for any reason whatsoever to persons other than the persons mentioned in the agreement, unless otherwise agreed in writing with the Lessor.

2. If the Tenant and the Landlord have agreed that the Tenant and/or one or more Users will be replaced, both the Tenant and/or Users as well as the Tenant and/or other Users who replace the original ones are and will remain jointly and severally liable to the Landlord for the payment of the part of the rental sum still due, the change costs (see art. 3.1) and any additional costs resulting from the replacement and any cancellation costs.

### **Article 5: Prices**

1. The tenant owes the landlord the agreed rental price, as stated in the written confirmation and invoice of the reservation. The prices on the final reservation

confirmation/invoice are binding. If the Lessor's costs (personnel, energy, taxes, etc.) have demonstrably and unforeseen increased after the conclusion of the agreement, the Lessor has the right to increase its prices and charge the increased price to the Tenant. If this price increase is implemented within 3 months after the agreement has been concluded, the price increase will amount to a maximum of 5% of the previously agreed price and the Renter has the right to terminate (cancel) the agreement on that basis.

2. Price discounts and/or special offers can no longer be used once the order confirmation has been sent by the Lessor.

3. All prices, where applicable, include VAT in accordance with the guidelines of the VAT administration at the time of booking confirmation. Any changes in the VAT rate may be charged to the Renter and do not give the Renter the right to cancel the booking.

4. It is not possible to combine different discounts.

5. Discount promotions do not apply to bookings with a stay longer than three weeks.

#### **Article 6: Additional costs**

In addition to the rental price, the Tenant also owes additional costs, as described as additional costs on the reservation/invoice.

#### **Article 7: Payments**

1. For all reservations booked more than 6 weeks before arrival, 30% of the Reservation Value must be credited to the specified bank account number of the Lessor within 1 day of receipt of the order confirmation. The remaining 70% must be credited to the park's bank account number no later than 6 weeks before arrival. For reservations made within 6 weeks before arrival, the entire Reservation Value must be paid within 1 day of receipt of the order confirmation.

2. If the amounts invoiced to the Renter are not paid on time, the Renter will be in default immediately after the payment term has expired. In that case, the lessor reserves the right to dissolve (cancel) the agreement with effect from the day on which the period of 14 days has expired. The tenant is then liable for all damage that the landlord suffers or will suffer as a result, including all costs that the landlord has had to incur in connection with the reservation and the termination, and the tenant also owes statutory interest. In addition to the foregoing, the Lessor has the right to charge cancellation costs per accommodation. In that case, the

provisions of Article 12 apply.

3. The landlord always has the right to offset claims against the tenant for whatever reason against the amounts paid by the tenant for whatever reason.
4. The tenant is not entitled to a (partial) refund of the rental amount if the tenant leaves before the agreed departure date.
5. If the Renter does not appear on the agreed arrival day, the Renter owes the entire rental amount to MarinaParken. MarinaParken has the right to collect the entire rental amount from the Tenant's credit card.
6. MarinaParken always has the right to offset claims against the Renter for whatever reason against the amounts paid by the Renter for whatever reason.

### **Article 8: Arrival and departure (also called changeover days/stay)**

1. Unless otherwise agreed, the rented accommodation can be occupied from 3:00 PM on the agreed day of arrival as stated on the reservation confirmation and the accommodation must be vacated before 11:00 AM on the agreed day of departure as stated on the reservation confirmation. For a camping pitch, unless otherwise agreed, the Tenant can occupy his pitch from 1:00 p.m. on the agreed day of arrival as stated on the reservation confirmation and on the agreed day of departure the Tenant must have vacated the pitch before 12:00 p.m. If the park uses different times, those times will apply.
2. If the Tenant wishes to continue the agreement with the Landlord for longer than the agreed duration and the Landlord agrees to this, the Landlord is always entitled to designate another accommodation/camping site.
3. If the use of the accommodation and/or camping pitch and/or other facility is terminated earlier than on the agreed date as stated on the reservation confirmation, the Tenant is not entitled to a refund of (part of) the rental price and/or costs.
4. The park reserves the right to carry out a final inspection on the departure date from 9:00 am in connection with the condition of the rented property and the completeness of the inventory. On the day of departure, the Renter must return any keys, barrier passes and wristbands. The park reserves the right to settle any imperfections or damage using the SEPA form.
5. Deviating arrival and departure times must be communicated to the park in a timely manner. In the event of late check-out, the Tenant may be charged an amount.

## **Article 9: Pets**

1. Depending on the accommodation and/or camping site, a maximum of 1 or 2 pets of the Tenant or Users are allowed by the Landlord. If the Renter and/or other Users wish to bring pet(s), the Renter must indicate this immediately upon reservation. In that case, the Lessor may charge a surcharge to the Tenant. The landlord reserves the right to refuse pets at the park without giving reasons. In any case, pets are not allowed in some types of accommodation and on some camping areas.
2. Pets are not allowed access to water features, swimming pools, restaurants, indoor center facilities and other public facilities in the park (unless otherwise stated on site). Pets must be kept on a leash outside the accommodation. Cats are not allowed to run loose outside. Instructions on site must be followed. Pets may not cause any nuisance to other guests.
3. A dog basket must be brought with you and a flea collar for dogs/cats is mandatory.
4. If pets are caged during the entire rental period, this must also be stated when booking and no surcharge needs to be paid.
5. Visitors' pets are allowed for a fee, provided the maximum is not exceeded.
6. For the transport of animals to countries within the EU, they must be in possession of a passport according to the European model (from 3 July 2004). The animals must be vaccinated against rabies and identification by means of a chip or tattoo is mandatory. The renter is responsible for having the correct travel documents required for the destination.

## **Article 10: Use accommodation and house rules**

1. The reserved/rented accommodation may only be used by the Tenant and/or Users for recreational purposes. In any case, conflicting use with recreational purposes is understood to mean:
  - use for (temporary) housing in connection with the lack of an actual residential address elsewhere;
  - use for (temporary) housing in connection with work;
  - use for commercial purposes in any form;
  - any other use in violation of (local) laws and regulations.

If the Landlord suspects at any time that the Tenant is acting contrary to the recreational purposes, the Landlord is immediately entitled to cancel the

reservation, without the Landlord owing the Tenant any compensation for this. If the Lessor suspects at any time that the recreational purposes are being violated and the booking was made within 14 days before the arrival date, the Tenant will owe the Lessor a compensation of 50% of the reservation value in the event of cancellation by the Lessor.

If, upon or after the arrival of the Tenant and/or Users, the Landlord discovers that the recreational purposes are not being pursued, the Landlord is entitled to cancel the reservation and have the Tenant and/or Users removed from the accommodation. The tenant will then not be entitled to a refund of (part of) the rental price and/or costs. By making the reservation, you expressly agree to these conditions, which are important for the Lessor, with regard to recreational use.

2. The Renter and/or the Users are jointly and severally liable for the orderly conduct of affairs in and around the rented accommodation and/or camping site or elsewhere in the park, use of the accommodation and/or camping site and the equipment present therein.

3. Public drunkenness and drug use are not permitted. Furthermore, it is not permitted to move around the park with open bottles or cans of alcoholic beverage(s) or to consume these drinks in places other than the rented accommodation or Brasserie.

4. In addition, the Tenant and/or the Users are always jointly and severally liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation. Any damage must be immediately reported by the Tenant and/or Users to the Landlord and immediately reimbursed on site, unless the Tenant can demonstrate that the occurrence of the damage is not due to the fault of himself, Users or one of the members of his party.

5. If the Tenant and/or Users and/or third parties present on behalf of the Tenant or Users cause nuisance of any kind or are guilty of misconduct, the Lessor may terminate the agreement with immediate effect. In any case, there is nuisance or misconduct if other guests of the park or park employees qualify it as such. If the agreement is terminated due to nuisance or misconduct, the Tenant will not be entitled to a refund of the rental price.

6. The Landlord is permitted to enter the accommodation without prior permission from the Tenant or User in all cases where this is necessary with regard to the service to be provided by the Landlord. Entry can then take place without the presence of the Tenant or User.

7. Charging electric cars is only permitted in designated areas. It is expressly not permitted to charge such vehicles using the accommodation's power supply.
8. Smoking is not permitted in the accommodation. If this provision is violated, additional costs may be charged and deducted from the deposit to cover the costs of cleaning the rented property.
9. Guests must adhere to the rules established by the park, including the Park Regulations. MarinaParken has the right to immediately remove the Tenant and his travel companions from the park if the house rules are violated and/or instructions from the staff are not followed. In that case, the tenant is not entitled to a refund of (part of) the rental amount and/or to settle it using the SEPA form.
10. MarinaParken reserves the right to make changes to the design and opening hours of the park facilities. The tenant will allow necessary maintenance to be carried out on the rented property during the rental period. The tenant cannot claim compensation. The necessity of maintenance is at the discretion of MarinaParken. The tenant will also have to tolerate that work may be carried out on the park facilities during the stay.
11. The tenant is obliged to always properly lock the rented property in his absence. All damage resulting from the Renter's failure to comply with this obligation will be charged to the Renter by MarinaParken.
12. On the day of departure, the tenant must: remove the bed linen, set the refrigerator to 1, switch off the lights, set the thermostat to 15°C and close the windows and doors properly. The tenant will leave the rented property in an orderly and clean condition on the day of departure.
13. The regular traffic rules apply in the park. The maximum speed in the park is 5 km/hour (at walking pace).
- 1.4 You may park one car at your accommodation in the designated parking space, unless the accommodation in question has more parking spaces. It is not permitted to carry out repairs on motor vehicles.
15. The use of the facilities is at your own risk. There is no supervision by MarinaParken at the playgrounds, recreational lake and other play areas.
16. You must dispose of your waste yourself in the various containers located in the recycling center.
17. Open fire in the park is prohibited due to fire hazard.
18. Fireworks are not allowed in the park.
19. Lighting open fire is not permitted. You can use an electric barbecue. Charcoal and briquettes are not allowed!

## **Article 11: Deposit**

1. The landlord may require the tenant to pay a deposit before or at the start of the stay. The deposit can be determined taking into account the total number of persons of Tenant and Users staying in an accommodation.

2. The total amount of the deposit must be:

- to guarantee damage and/or costs - in the broadest sense of the word - that the Lessor may suffer in the event of non-compliance with the obligations of the Tenant and the Users;
- to ensure compliance with the park rules in general, in particular the rules regarding noise pollution, the use of (soft) drugs and the abuse of alcohol.

3. If the deposit is not paid immediately, the Landlord is entitled to deny the Tenant and/or other Users access to and use of the accommodation and/or camping site.

4. If the Tenant fails to pay the deposit, the Landlord is entitled to terminate (cancel) the agreement with immediate effect.

5. The deposit or any remainder thereof will be refunded after settlement of claims (damage to inventory/accommodation and/or other costs) from the Lessor to the Tenant and/or Users and/or after deduction as a result of failure to (repeatedly) comply with the park rules by the Tenant and/or Users. Any (further) claims for compensation will not be nullified by this refund.

## **Article 12: Cancellation and rebooking**

1. Free cancellation 30 days before arrival. You can cancel your reservation free of charge up to 30 days before the planned arrival date. In that case you will receive the full amount of the reservation back, without having to give a reason.

2. Free rebooking up to 14 days before arrival. You can rebook your reservation free of charge up to 14 days before arrival to another available date or accommodation, subject to availability and any price differences.

3. No show. If you do not arrive within 24 hours of the agreed arrival date and do not inform us, this will be considered a cancellation and the full reservation value will be due.

## **Article 13: Force majeure and changes**

1. In the event that the Lessor is unable or temporarily unable to execute the



agreement in whole or in part due to force majeure, it will submit a change proposal to the Tenant within 14 days after it has become aware of the impossibility to fulfill the agreement (for different accommodation, different period, different location, etc.).

2. Force majeure on the part of the Lessor exists if the performance of the agreement is prevented in whole or in part, temporarily or otherwise, by circumstances beyond the control of the Lessor, including, but not limited to, the threat of war, personnel strikes, blockades, fire, pandemics and epidemics, government intervention, floods and other disruptions or events.

3. The tenant is entitled to reject the change proposal. If the Tenant rejects the change proposal, the Tenant must make this known (depending on the commencement date of the lease at the latest) within 14 days of receiving the change proposal. In that case, the Lessor has the right to terminate the agreement with immediate effect. The tenant is then entitled to a waiver and/or refund of (the part of) the rent already paid. The landlord will not be obliged to pay compensation for any damage.

#### **Article 14: Cancellation**

1. The landlord has the right to terminate the agreement with immediate effect at any time, both if personal data of the Tenant and/or other users are provided incompletely and/or incorrectly upon reservation, and if, in the opinion of the Landlord, the Tenant and/or other User(s) misbehave in such a way that maintenance of the rental agreement cannot be required. In such a case, no refund of the Reservation Value or part thereof will take place.

#### **Article 15: Liability**

1. If the law does not prohibit this, MarinaParken limits its liability in the ways stated in this article 15. The Landlord accepts no liability for theft (including theft from bungalow safes and swimming pool lockers), loss or damage of or to property 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 pitch and/or other facilities of the Landlord, unless there is intent or gross negligence on the part of the Landlord or its employees.

2. Liability for damage consisting of loss of travel enjoyment or business and other consequential damage is excluded under all circumstances. Furthermore, the lessor is under no circumstances liable for damage for which there is a claim for

compensation under travel and/or cancellation insurance or any other insurance.

3. The lessor is not liable for disruptions in the service or defects in services provided or goods delivered by third parties.

4. Liability based on tort is in any case limited to a maximum of €75,000 for personal accidents per guest per stay and liability for material damage is in any case limited to a maximum of €1,500 per Tenant/User per stay.

5. The tenant is jointly and severally liable with Users for all loss and/or damage to the rented accommodation and/or camping site and/or other property of the Lessor (as well as the owner of the accommodation if this is not the Lessor) arising during or due to the use thereof by the Tenant and/or Users, travel companions and/or third parties who are in the park with the tenant's permission, regardless of whether this is the result of actions or omissions of the Tenant, Users, traveling companions and/or third parties who are in the park with the permission of the tenant. of the tenant in the park.

6. The tenant indemnifies the landlord against all claims regarding damage from third parties that are (partly) the result of any act or omission by the tenant himself, Users, traveling companions or third parties who are in the park with the tenant's permission.

7. In case of improper use or improper abandonment of the accommodation, including but not limited to excessive pollution, additional costs will be charged, which tenant is then obliged to pay immediately to the Landlord.

8. MarinaParken accepts no liability for the fact that the Tenant's stay does not meet the Tenant's expectations.

9. MarinaParken accepts no liability for damage or injury caused to property or persons as a result of a stay on the site or caused by the use of the facilities available on the sites.

10. MarinaParken is not liable for damage claims arising from noise pollution caused by third parties.

11. MarinaParken is not liable for damage resulting from information provided orally or by telephone by its employees.

12. It may be that (some of) the park facilities are open and/or closed during certain weeks of the year. To ensure that all facilities are accessible in a certain period, MarinaParken recommends that the tenant inquire about this when making the reservation.

### **Article 16: Complaints**

1. Despite the care and efforts of the Lessor, the Tenant may be of the opinion that the Tenant has a justified complaint with regard to the holiday accommodation. The Tenant must initially report this complaint on site and immediately after it arises or is discovered, at the reception of the park of the accommodation. If the complaint is not handled to the Tenant's satisfaction, the Tenant must put her complaint in writing during the rental period.

### **Article 17: Applicable law**

The agreement between the Tenant and the Landlord is exclusively governed by Dutch law.

### **Article 18: Travel documents**

1. The renter is responsible for having the valid travel documents required for the renter's destination. The lessor accepts no liability for the consequences resulting from not having the correct travel documents.

### **Article 19: Privacy**

1. The lessor will always treat all personal data provided or made known to it in accordance with the provisions of the General Data Protection Regulation (GDPR). The landlord does not make your personal data available to third parties, except for processing of the data by third parties in accordance with an agreement with MarinaParken. She will use the data herself (and only) to keep you informed of important news regarding the park and interesting offers and/or packages.

2. At the Tenant's request, the Landlord will correct, supplement, delete or protect Tenant's data, for example if the data is factually incorrect. This may mean that tenants can no longer use (some of) the landlord's services. For the detailed information stated in this article, see our Privacy Statement.

3. If the Tenant does not wish to receive interesting information or offers, the Tenant can let the Landlord know by sending an e-mail to [lobby@marinaparken.nl](mailto:lobby@marinaparken.nl) or using the contact form. You can unsubscribe from the electronic newsletter via the link stated under each electronic newsletter.

4. Photos and videos. If a Renter or those accompanying him or her or who are in the park through his or her actions happen to be in a photo and/or a video that was taken for image in MarinaParken publication and/or for display on a

MarinaParken website, consent to the use of the photo and/or video in the publication and/or the website is presumed, even if he/she is recognizable in the photo/video.

5. Due to safety and privacy in the park, drones are not permitted without permission from the park manager.

#### **Article 20: Borg**

In case of group bookings, MarinaParken will collect a deposit of € 150 per accommodation.

#### **Article 21: General**

1. Obvious printing and typographical errors do not bind the Lessor.
2. These General Terms and Conditions cancel all previous rental conditions.