

General Terms and Conditions MarinaParken – Seasonal pitches

25.02.2025

Introduction

Clear conditions ensure clear agreements between you, your family members and MarinaParken. Therefore, please read these conditions carefully.

Article 1: Definitions

In these conditions the following definitions apply:

- a. **Camping equipment:** tent, folding camper, camper, touring caravan, tent house and the like;
- b. **Place:** any place designated in the agreement for camping equipment;
- c. **Seasonal place:** a place that is available for camping equipment for a period of at least three months and a maximum of eight months;
- d. **Entrepreneur:** MarinaParken or an affiliated park that makes the place available to the holidaymaker;
- and. **Recreational:** owner of the camping equipment, who has entered into an agreement with the entrepreneur;
- f. **Fellow recreationist:** the co-users included in the agreement;
- g. **Third:** a person who is not the holidaymaker or fellow holidaymaker;
- h. **Agreed price:** the fee for the use of the seasonal pitch, specifying what is not included in the price;
- i. **Information:** written or digital data about the use of the place, the facilities and the rules regarding the stay;
- j. **Cancellation:** the written termination of the agreement by the holiday maker before the start date of the stay;
- k. **Dispute:** a complaint from the holidaymaker that has not been resolved satisfactorily.

Article 2: Contents of agreement

1. The entrepreneur makes a place available for recreational use and not for permanent residence.
2. Changes to the camping equipment that make it no longer movable are not permitted without written permission from the entrepreneur.

3. In the event of replacement, only camping equipment of the same type may be placed, unless otherwise agreed.
4. The entrepreneur provides written information in advance about the use of the seasonal pitch.
5. If the information provided deviates significantly from the agreements made, the holidaymaker can cancel free of charge.
6. The holidaymaker must comply with the agreement and park rules and is responsible for compliance by fellow holidaymakers and third parties.
7. Pets are allowed provided they do not cause any nuisance to other guests. The holidaymaker is obliged to clean up excrement immediately and to keep pets on a leash on the site. Pets are not allowed in or around playgrounds and swimming pools for hygiene reasons. The entrepreneur reserves the right to refuse or remove pets in the event of nuisance.

Article 3: Duration and termination

The agreement ends automatically after the agreed period.

Article 4: Price and payment

1. Payments must be made in euros within the agreed terms.
2. If the holiday maker does not fulfill his payment obligation, the entrepreneur can terminate the agreement and have the place cleared.

Article 5: Cancellation

In the event of cancellation, the holidaymaker pays a compensation:

- Up to 3 months before start: 50% of the agreed price;
- Until the day of arrival: 100% of the agreed price.

Article 6: Use by third parties

Use of the seasonal pitch by third parties is only permitted with written permission from the entrepreneur.

Article 7: Early departure

In the event of early departure, the holidaymaker remains liable for the full price for the agreed period.

Article 8: Early termination by the entrepreneur

The entrepreneur can terminate the agreement immediately if:

- a. The holidaymaker or fellow holidaymakers do not comply with the agreement or park rules;
- b. There is serious nuisance;
- c. The camping equipment does not meet safety standards.

Article 9: Liability

1. The entrepreneur is not liable for damage or theft, unless this is due to negligence of the entrepreneur.
2. The holidaymaker is liable for damage caused by himself, fellow holidaymakers or third parties.
3. The entrepreneur will take appropriate measures when reporting nuisance.
4. The holiday maker must arrange for insurance that provides cover for damage and liability with regard to the camping equipment and the stay at the seasonal pitch.

Article 10: Dispute rules of and force majeure

1. Dutch law applies to these conditions.
2. Disputes must first be submitted to the entrepreneur. If no solution is reached, the case can be referred to the competent Dutch court submitted.
3. In the event of force majeure (such as natural disasters, pandemics or extreme weather conditions), the entrepreneur has the right to unilaterally suspend or terminate the agreement without any obligation to pay compensation or refund. If possible, the entrepreneur will offer an alternative, but no rights can be derived from this.

Article 11: Maintenance and construction

1. The entrepreneur is obliged to keep the recreation area and facilities in good condition.
2. The holiday maker is obliged to properly maintain his camping equipment and pitch.
3. Prior written permission from the entrepreneur is required for the installation of structures, fences or other facilities.
4. The holiday maker is not permitted to prune, remove or install trees, shrubs or other plants without written permission from the entrepreneur.

Article 12: Notice period by the entrepreneur

1. If the entrepreneur wishes to terminate the agreement before the agreed end date for compelling reasons (for example sale of the site or large-scale renovation), he will inform the holiday maker in writing at least 30 days in advance.

Final determination

By agreeing to these conditions, the holidaymaker declares to adhere to the rules of MarinaParken.

