



# **GENERAL TERMS AND CONDITIONS**

*Rules for your booking and a pleasant stay in our park*

These General Terms and Conditions apply to your booking of an accommodation and to the use of EuroParcs' facilities. These General Terms and Conditions consist of three parts: the **RECRON Conditions**, the **EuroParcs Booking Conditions** and the **Park Regulations**. By booking with EuroParcs, you agree to these General Terms and Conditions. EuroParcs rejects all general terms and conditions referred to or used by you. Please read these rules and comply with them. Where 'he', 'him' or 'his' are used, 'she', 'her' and 'they', 'them' can also be read.

## **RECRON CONDITIONS**

EuroParcs is a member of HISWA-RECRON, an entrepreneurs' organisation of water sports and recreation companies that represents its members' interests at regional, national and international levels (hiswarecron.nl). The RECRON Conditions were drawn up in cooperation with the ANWB (the Royal Dutch Touring Club) and the Consumentenbond (the Dutch Consumers' Association). These RECRON Conditions can be used by affiliated members. This provides clarity on payment, cancellation and liability for both EuroParcs and its guests.

EuroParcs is obliged to comply with the RECRON Conditions. In the unlikely event that an issue arises that you and EuroParcs cannot resolve together, you can turn to the Recreation Disputes Committee. In that case, these RECRON Conditions list what steps to take.

The RECRON Conditions are the same at all HISWA-RECRON member companies. However, EuroParcs has its own additional rules for booking and the stay at our parks, which are laid down in the EuroParcs Booking Conditions and in the Park Regulations.

## **EUROPARCS BOOKING CONDITIONS**

These conditions are supplementary to the aforementioned RECRON Conditions and govern booking, changes, payments and deposits.

## **PARK REGULATIONS**

A number of rules apply at each EuroParcs park (hereinafter also referred to as 'Park') to make sure we all have a pleasant and safe stay and which provide for pleasant and safe recreation. The Park Regulations apply to any user of the Park depending on the type of stay: seasonal pitch, tourist stay, vacation accommodation or group accommodation. Here, 'user' means: the Guest, his travelling company, Park Management, EuroParcs staff and third parties engaged by EuroParcs. In these Regulations, the term 'Guest' means: the person who concludes an agreement with EuroParcs on the rental/use of the accommodation/camping pitch and/or other facilities. The Guest and those staying with him are referred to as the 'travelling company'. The Guest is responsible for ensuring that his visitors also comply with the Park Regulations. Guests who do not comply with the rules of conduct applicable to all may be ordered by the Park Management to leave the Park immediately.

If you have any questions, our staff will be happy to assist you during your stay. We wish you a pleasant stay!

EuroParcs



## RECRON-CONDITIONS

These RECRON-conditions have been prepared through consultation of the consumers' association 'Consumentenbond' and the car-owners' association 'ANWB', in the context of the self-regulatory project 'Coördinatiegroep Zelfreguleringsoverleg' (CZ) of the council for socio-economic policies 'Sociaal-Economische Raad' and they have become effective as of 1 July 2016.

### Article 1: Definitions

In these conditions, the following definitions apply:

- a. **group accommodation/conference venue:** the whole or a part of buildings, vessels and/or accommodations with all accessories, household items, and matters rented as a package;
- b. **business:** the company, institution, or association which makes available the group accommodation or the conference venue to the contracting party;
- c. **contracting party:** the entity concluding the agreement on behalf of a group;
- d. **group:** the group of individuals which pursuant to the agreement is entitled to stay at the group accommodation or the conference venue;
- e. **group members:** those who are a part of the group;
- f. **established price:** the compensation which is paid for the use of the group accommodation/the conference venue; thereby must be indicated in writing what is and what is not included in the price;
- g. **costs:** all costs for the business which are related to the running of the recreational business;
- h. **information:** data transmitted in writing or electronically regarding the use of the group accommodation/the conference venue, the facilities, and the rules concerning the stay;
- i. **arbitration committee:** 'Geschillencommissie Recreatie' in The Hague, composed of said ANWB/Consumentenbond/RECRON;
- j. **cancellation:** the termination in writing of the agreement by the contracting party before the effective date of the stay.
- k. **a dispute:** in case a complaint filed with the business by the visitor is not resolved to the satisfaction of parties.

On all occasions where in the conditions reference is made to group accommodation, thereby must be intended conference venue(s) as well.

### Article 2: Content agreement

1. The business makes available for recreational and/or professional purposes, that is, not for permanent residence, the established group-accommodation to the group, for the established period and the established price.
2. The business is obligated to provide the written information on the basis of which this agreement is partly based to the visitor in advance. The business always announces changes to it timely to the contracting party in writing.
3. If the information deviates significantly from the information provided upon conclusion of the agreement, the visitor has the right to cancel the agreement free of charges.
4. The contracting party has the obligation to observe the agreement and the rules in the associated information. He makes sure that the group members observe the agreement and the rules in the associated information.
5. If what is stipulated in the agreement and/or the associated information violates the RECRON-conditions, the RECRON-Conditions prevail. This leaves unaffected that the contracting party and the business can make individual additional arrangements, whereby to the benefit of the contracting party these conditions are deviated from.
6. The business assumes that the contracting party enters into the agreement with the consent of the group members.
7. The contracting party is bound to hand over to the business a list with the group members no later than on the day of arrival.

### Article 3: Duration and termination of the agreement

The agreement legally ends after expiry of the established period, without notice being required.

### Article 4: Price and price changes

1. The price is established on the basis of the rates applicable at that time, as they have been established by the business.
2. If after determining the established price, due to an increase of the burdens on the part of the business, additional costs arise as a result of a changes to charges and/or

levies which regard the accommodation or the contracting party and/or the group members directly, these can be passed on to the contracting party, also after conclusion of the agreement.

### Article 5: Payment

1. The contracting party must make the payments in euros, unless agreed otherwise.
2. If the contracting party, despite prior written injunction, does not or not properly comply with his payment obligation within a two-week term after the written injunction, the business has the right to cancel the agreement with immediate effect, without prejudice to the right of the business to full payment of the established price.
3. If the business on the day of arrival is not in possession of the total due amount, he has the right to deny the contracting party and the group members access to the group accommodation, without prejudice to the right of the business to full payment of the established price.
4. Such extrajudicial costs as are reasonably incurred by the business, after a default notice, are borne by the contracting party. If the total amount is not paid on time, after written summation the legally established interest rate will be applied over the still outstanding sum.

### Article 6: Cancellation

1. Upon cancellation, the contracting party pays a fee to the business. It amounts to:
  - in case of cancellation more than twelve months before the effective date, 10% of the established price;
  - in case of cancellation within twelve to six months before the effective date, 30% of the established price;
  - in case of cancellation within four to six months before the effective date, 70% of the established price;
  - in case of cancellation within two to four months before the effective date, 80% of the established price;
  - in case of cancellation within two months before the effective date, 95% of the established price;
  - in case of cancellation on or after the effective date, 100% of the established price.
2. In case of the cancellation of the agreement, concluded by or on behalf of another person than a legal person or company, the fee must be refunded after deduction of administration costs proportionally if the group accommodation is reserved by a third party for the same period or a part thereof. In all other cases, the fee will be refunded proportionally after deduction of the administration costs, if the group-accommodation is reserved by a third party on the recommendation of the contracting party and with the written approval of the business for the same period or a part thereof.

### Article 7: Use by third parties

1. Use by third parties of the group accommodation is only permitted if the business has given its written consent for this.
2. The granted consent may be subject to conditions, which in such case must also be established in writing beforehand.

### Article 8: Premature departure of the contracting party

The contracting party owes the full price for the established period.

### Article 9: Premature termination by the business and evacuation in case of an attributable shortcoming and/or illegitimate action

1. The business can cancel the agreement with immediate effect:
  - a. If the contracting party and/or the group members does/do not or not properly observe the obligations from the agreement, the rules from the associated information and/or the government regulations, despite prior written warning.

and in such a manner that by standards of reason and fairness it cannot be demanded from the business that the agreement is continued;

- b. If the contracting party and/or the group members despite prior written warning cause(s) disturbance to the business and/or others, or if the contracting party and/or the group members disturb(s) the good atmosphere on or in the direct surroundings of the premises;
  - c. If the contracting party and/or the group members, despite prior written warning, through the use of the group-accommodation act(s) in violation of the end-use of the premises.
2. If the business wishes premature cancellation and evacuation, he must let the contracting party know by personally handing of a letter to that effect. In that letter, the possibility of submitting the dispute to the Arbitration Committee must be pointed out to the contracting party, as well as the term as described in article 13 section 3, which must thereby be observed. The written warning can be foregone in urgent cases.
  3. After cancellation, the contracting party must make sure that the group accommodation has been evacuated and the group or the relevant group members have left the premises as swiftly as possible, though in case no later than within 4 hours.
  4. If the contracting party fails to evacuate the group-accommodation, the business has the right to evacuate the group-accommodation at the expense of the contracting party.
  5. The contracting party remains in principle bound to pay the established rate.

#### Article 10: Legislation and regulations

1. The business makes sure at all times that the group-accommodation is compliant both internally and externally with all environmental and safety requirements which may be imposed by the authorities on group-accommodation.
2. The contracting party and the group members are obliged to strictly observe all safety requirements applicable to group-accommodation. The contracting party and the group members also make sure that third parties which visit him/her and/or stay with him/her strictly observe the safety requirements applicable on the premises.

#### Article 11: Maintenance and installation

1. The business is obliged to keep the group-accommodation and the central facilities in a proper state of repair.
2. The group is obliged to keep the group-accommodation and the terrain around the group-accommodation in the same condition during the effective time of the agreement.
3. It is not permitted to the contracting party and the group members to dig, fell trees, prune bushes on the premises around the group-accommodation, nor to develop any other activity of a similar nature.

#### Article 12: Liability

1. Legal liability of the business for other damage than personal injury and damage due to decrease is limited to a maximum of € 455,000 per event. The business is obligated to take out insurance for this.
2. The business is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which can be attributed to the business.
3. The business is not liable for the consequences of extreme weather influences or other forms of force majeure.
4. The business is liable for outages of the utilities unless he can appeal to force majeure.
5. If the rented group-accommodation outside the fault of the business has come undone or temporarily cannot be used, the business and the contracting party have the right to cancel the agreement. If the coming undone of the group-accommodation or its temporarily being out of order can be attributed to the business, the contracting party can demand compensation of damages.
6. The contracting party is liable towards the business for damage which is caused by actions or failure to act on his part and/or of (one of) the group members, to the extent it regards damage which can be attributed to the contracting party and/or (one of) the group members.

#### Article 13: Dispute arrangement

1. The visitor and the business are bound by rulings of the Arbitration Committee.
2. To all disputes regarding the agreement, Netherlands legislation is applicable. Exclusively the Arbitration Committee or a Netherlands Court is competent to hear these disputes.
3. In case of a dispute regarding the adoption or the implementation of this agreement, the dispute must be brought to bear no later than twelve months after the date on which the visitor submitted the complaint with the business in writing or in another form to be determined by the Arbitration Committee with the same. If the business wishes to submit a dispute to the Arbitration Committee, it must request the visitor to pronounce himself within five weeks whether or not he wishes to take recourse to the Arbitration Committee.

The business must thereby announce that after the expiry of said term it will consider itself free to submit the dispute to the court of law.

Wherever the conditions refer to Arbitration Committee, a dispute can be submitted to the court of law. If the visitor has presented the dispute to the Arbitration Committee, the business is bound by this choice.

4. For the handling of disputes, reference is made to the Regulation Arbitration Committee Recreation. The Arbitration Committee is not competent to take under advisement a dispute which regards illness, injury, death, or the non-payment of an invoice which is not based on a substantive complaint.
5. For the handling of a dispute, a fee is due.

#### Article 14: Compliance guarantee

1. RECRON will assume the obligations of a RECRON-member vis-a-vis the contracting party, imposed on them through the binding advice of the Arbitration Committee, under the conditions stipulated in this article, if the business in question has not complied with the binding advice within the term stipulated for this.
2. The compliance guarantee arrangement does not apply if suspension of payment has been granted to the business, if it has gone bankrupt, or has ended its company activities before the contracting party has fulfilled the formal requirements for submitting the dispute.
3. If suspension of payment has been granted to the business, or if the business has gone bankrupt, RECRON assumes the obligations of the business for up to a maximum of € 2,500 per dispute. This obligation only applies with regard to binding advice pronounced in cases which were under advisement by the Arbitration Committee at the moment of suspension of payment or of bankruptcy. That means that the contracting party has filled out the questionnaire, signed and returned it, has paid the complaint fee and has complied with such security deposit as may be necessary.
4. If the business does not comply with the binding advice of the arbitration committee and this advice consists of the payment of compensation, then RECRON assumes, against cession of this claim, the payment obligation for a total amount of a maximum of € 5,000 per dispute. For the exceeding amount, RECRON refunds, to the extent reasonable, the costs of legal assistance. Cassation proceedings are excluded therefrom. RECRON may also choose to pay, instead of the costs of legal assistance, the entire exceeding amount to the contracting party.
5. If the business does not heed the binding advice of the arbitration committee in the matter of a prohibition of injunction, then the contracting party has the choice to request compliance with the binding advice judicially, or to request the Arbitration Committee to establish a substitute compensation sum to be settled with the contracting party. The compliance guarantee of RECRON consists of the fact that, in the event the contracting party judicially requests compliance with the binding advice, RECRON will contribute up to a maximum of € 2,500 per dispute to the costs of legal assistance. Cassation proceedings are excluded therefrom. In case the contracting party chooses for substitute compensation, then what is stipulated in section 4 of this article applies if the business does not comply with a binding ruling by the Arbitration Committee in the matter either.
6. In case the business has submitted the binding advice within two months after its date of issue for assessment to the civil court of law, then the possible compliance with the binding advice by the business and RECRON is suspended until the civil court has pronounced sentence.
7. It is required for application of the compliance guarantee, that the contracting files a written appeal thereto with RECRON.

#### Article 15: Modifications

Modifications to the RECRON-conditions can only be established through consultation with the consumer associations, in this case represented by ANWB and Consumentenbond.

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## EUROPARCS BOOKING CONDITIONS

### Article 1: Agreement

1. EuroParcs only accepts bookings from Guests who are 18 years of age or older and will be staying at the Park themselves in accordance with the booking.
2. EuroParcs reserves the right to refuse deviating booking requests, including but not limited to groups, without giving reasons, or to impose additional rules.
3. An agreement between the Guest and EuroParcs is formed when EuroParcs has confirmed the booking made by the Guest. The Guest must check the booking confirmation for accuracy immediately upon receipt. Any inaccuracies must be reported to EuroParcs without delay, but in any case within eight (8) days.
4. The agreement that the Guest concludes with EuroParcs is not subject to a right of withdrawal (cooling-off period or reflection period).
5. The agreement concerns the rental of an accommodation including bed linen and/or the use of the facilities for recreational use (for the maximum number of persons stated on the EuroParcs website for the relevant accommodation), which by their nature are of a short duration and form the basis of the agreement.
6. EuroParcs shall at all times be entitled to terminate the agreement with immediate effect if, when booking, personal details of Guest and/or their travelling company are incomplete and/or incorrect. In such a case, there will be no refund of the agreed price or any part thereof.
7. EuroParcs may terminate the agreement with immediate effect if the Guest does not or not properly comply with the obligations under the agreement, these General Terms and Conditions and/or laws and regulations. Termination can take place before or after arrival at the Park.
8. The agreement between the Guest and EuroParcs shall be governed exclusively by Dutch law.
9. EuroParcs has the right to change and/or supplement the General Terms and Conditions at any time. In that case, EuroParcs will publish the new version on its website, which will automatically apply and the previous versions will expire.

### Article 2: Change in booking

1. If the Guest wishes to make changes to the agreement after the conclusion of the agreement, EuroParcs is not obliged to agree to these changes. If a change is possible and EuroParcs allows it at the request of the Guest, EuroParcs may invoice the cost of applying the changes themselves in addition to any additional fees for the changed services.
2. If the Guest and EuroParcs have expressly agreed that the Guest will be replaced by a new Guest, the Guest will be jointly and severally liable together with the new Guest vis-à-vis EuroParcs for the payment of the agreed price, any change costs and/or fees and any additional costs resulting from the replacement as well as any cancellation fees.
3. The Guest can change a booking up to 28 days before the arrival date. Changes within 28 days before the arrival date are not allowed.
4. If the Guest wishes to change a booking and subsequently cancels the resulting new booking, the cancellation fee of the new booking shall be equal to the amount that would have had

to be paid for cancellation if the earlier booking had been cancelled.

5. If the Guest wishes to continue the agreement for longer than the agreed duration and EuroParcs agrees to this, EuroParcs shall always be entitled to allocate an accommodation without this giving rise to any claims for the Guest.

### Article 3: Force majeure

1. Force majeure on the part of EuroParcs applies if performance of the agreement is prevented in full or in part, temporarily or otherwise, by circumstances beyond the control of EuroParcs, including but not limited to the threat of war, epidemics, unforeseen government measures, natural disasters, flooding, fire, blockades, strikes or other impediments.
2. In the event that EuroParcs is then unable to fulfil all or part of the agreement due to force majeure, whether temporarily or otherwise, EuroParcs may offer the Guest a suitable alternative at the price already agreed. If the Guest does not agree with the alternative offer, EuroParcs will return the (part of the) agreed price (already paid) without EuroParcs owing the Guest any damages.

### Article 4: Payment

1. In addition to the agreed price for renting the accommodation (including cleaning costs and booking fees), the Guest must also pay for the compulsory rental of bed linen and tourist tax.
2. Price discounts and/or special offers cannot be used after the booking has been confirmed by EuroParcs.
3. For bookings made more than 6 weeks before the arrival date, the Guest pays 30% of the agreed price immediately as a down payment.
4. The Guest must pay the remainder of the agreed price no later than 6 weeks before the arrival date.
5. For bookings made within 6 weeks before the arrival date, the Guest pays the full agreed price immediately.
6. If the agreed price is not paid on time, the Guest is immediately in default. EuroParcs will then send the Guest a payment reminder to still receive the amount due from the Guest. If the (down) payment still remains outstanding, EuroParcs will be obliged to cancel the booking in accordance with the cancellation conditions as set out in the RECRON Conditions.

### Article 5: Deposit

1. Upon booking or arrival at the Park, the Guest may be asked for a deposit which can be paid via a payment link in 'My EuroParcs' or by debit card payment upon arrival at the Park. If payment is not made, EuroParcs may refuse the Guest further access to the Park.
2. The deposit will be refunded to the bank account of the Guest after the stay, provided the accommodation is found to be in order after inspection. Any damage to the Park (e.g. camping pitch, accommodation, plot, park facilities, greenery, roads, paths etc.) will be recovered from the Guest and/or deducted from the deposit.
3. Causing nuisance may be a reason to withhold (part of) the deposit.

## PARK REGULATIONS

### Article 1: General

Each Guest must:

1. be respectful of all users of the Park, their privacy, peace and property.
2. not cause nuisance (in terms of noise, smell, smoke, pollution, etc.) to any users of the Park nor behave in such a way as to disturb public order and/or spoil the good atmosphere on or in the immediate vicinity of the Park.
3. behave in such a way that he does not endanger himself or third parties or unnecessarily risks endangering himself or third parties and/or cause injury to third parties, damage to his own property and/or to the property of third parties. The Guest is obliged to take the necessary precautions to this end.
4. when aged 14 or above, carry a valid travel document or identity document (passport, identity card, driving licence, aliens' document) at all times.
5. follow the instructions of EuroParcs staff and of third parties engaged by EuroParcs to perform work at the Park.
6. comply with applicable laws and regulations, irrespective of the provisions of these Park Regulations.

### Article 2: Arrival & departure

#### *Arrival*

1. The rented accommodation is available on the agreed arrival date, from 16.00.
2. The Guest (main booker) must present a valid travel document or identity document when checking in at the reception desk. EuroParcs staff may ask the Guest to also present the identity documents of all other persons who will be staying in the accommodation. In case of arrival at the Park outside of reception opening hours, the Guest must still check in before 12.00 on the day following the day of arrival, presenting the identity documents. If the Guest cannot present these, the Park Management may refuse the Guest and his travelling company further access.
3. EuroParcs is required by law to keep a continuous night register recording the name, place of residence, date of arrival and date of departure of the Guest. Depending on local legislation of the municipality in which the Park is located (the 'algemene plaatselijke verordening', i.e. the general municipal by-law), EuroParcs is obliged to ask the Guest to share additional information (e.g. name and address details and/or dates of birth) of all persons who will be staying in the accommodation. This information can be requested by the municipality in which the Park is located. For security reasons, the Guest must at least specify how many adults (18 years of age or older) and minors (0-2 years of age, 3-11 years of age and 12-17 years of age) will be staying in the accommodation. This information is necessary in case of emergencies at or around the Park. It is important for the emergency services to know how many people of which age groups are on the Park or in an accommodation. If the Guest fails to comply with this security obligation, the Park Management may refuse the Guest and/or his travelling company further access.
4. When checking in, the Guest will receive the key or other means of access to the accommodation and for opening the barrier within the opening hours set by the Park. The Guest and his

travelling company are prohibited from giving keys or other means of access to persons other than those in the travelling company of the Guest.

5. If the Guest collects the key to the accommodation via a safe deposit box or contactless in a different manner, the Guest must report to the reception desk by 12.00 on the day following the day of arrival.
6. The accommodation is provided in good condition, clean, without defects or technical faults. If the Guest detects a defect, the Guest must report it to the reception desk within two (2) hours of arrival. If the defect is not reported within this time, the accommodation is deemed to have been provided in good condition. In case of arrival at the accommodation outside reception opening hours, the Guest must report the defect before 12.00 on the day following the day of arrival.

#### *Departure*

7. The Guest and his party must leave the accommodation before 10.00 on the agreed departure date.
8. On departure, the Guest must leave the accommodation in good condition, clean, without defects or technical faults and free of personal belongings.
9. All crockery should be clean and placed in the cupboards.
10. The fridge and dishwasher should be clean and empty on departure.
11. The rented bedlinen should be collected in a pillowcase on departure and left in the hall of the accommodation.
12. Rubbish should be deposited in the designated containers at the Park.
13. If present, the fireplace should be clean.
14. The key or other means of access received, must be returned at the Park reception desk.
15. If the Guest does not comply with these rules on arrival and departure, the Park Management shall be obliged to have this work performed on behalf of the Guest and shall be entitled to charge the Guest for the costs incurred, with a minimum amount of € 50.

### Article 3: Use of the accommodation

1. The accommodation selected by the Guest may only be used for recreational purposes.
2. Use contrary to recreational purposes in any case includes: (i) use for permanent or temporary occupation, whether or not together with the absence of an actual residential address elsewhere, and whether or not for work (ii) use for commercial purposes in any form, (iii) any other use contrary to (local) laws and regulations.
3. Should (parts of) the goods in the accommodation or the accommodation itself be damaged or lost during the stay (hereinafter referred to as 'damage'), the Guest must report this to the reception desk as soon as possible.
4. The items belonging forming part of the goods of the accommodation, including bedlinen and duvets, may not be used outside the accommodation.
5. When the Guest and/or his travelling company are not present in or at the accommodation, all loose items such as toys etc. around the accommodation must be put away and placed out of

sight, this with the exception of bicycles; these may not be placed inside of the accommodation.

6. Personal (household) goods may not be kept or stored (temporarily), other than usual for recreational use of the accommodation.
7. No tents may be set up at the accommodation.
8. EuroParcs has the right to enter (rented) accommodations without prior permission in all cases where this is (urgently) necessary: with regard to (i) emergencies (ii) the service to be provided, including the performance of maintenance and cleaning work, the testing and inspection of installations and (iii) a serious suspicion that the Guest and/or his travelling company is acting in violation of the law and/or public order and/or public decency.

#### **Article 4: Plot/parcel/garden/interior use**

1. The Guest must keep the plot of land on which the accommodation is located free of litter, waste and items not intended for recreational use of the plot at all times.
2. Placing Jacuzzis, (inflatable) swimming pools, etc. with a capacity of 51 litres or more is prohibited.
3. Affixing signs, posters, etc. on the plot of land on which the accommodation is located is prohibited.
4. Expressing any ideology, political or ecclesiastical aims, in the broadest sense of the word, by means of flags, posters or otherwise, is prohibited.
5. Entering the plot of land on which another accommodation is located is prohibited without the permission of the relevant entitled party.

#### **Article 5: Post and visitors**

1. Guests are prohibited from having (postal) packages or (online) orders delivered to the Park. The Park Management does not accept (postal) packages and these will be returned to the sender. Any costs may be recovered from the Guest.
2. Visitors are welcome at the Park and do not have to pay for their visit; however, the Guest must register their visit. During certain periods and/or at certain events, without notice, entrance fees may be levied for visitors to enter the Park. This amount can be charged for cars, persons and pets.
3. Visitors must abide by the same rules as the Guest; the Guest is responsible for ensuring that his visitors comply with the Park Regulations. Violation of the rules by one of the visitors of the Guest is considered a violation of the Guest.
4. Unless otherwise agreed with the Park Management, visitors must leave the Park before 23.00.
5. If the Guest wants visitors to stay overnight, this should be registered with the reception desk. Visitors are then registered as lodger(s) and this is subject to charges, including tourist tax. The Park Management is entitled to refuse lodgers.

#### **Article 6: Pets**

1. Pets are not allowed on every Park and/or in every accommodation. The following rules apply only to accommodations where pets are allowed. The Guest must check with the Park before making the booking whether pets are allowed in the accommodation and/or facilities. Depending on local laws and regulations (e.g. zoning plan) of the municipality in which the Park is located, not all types of pets may be allowed.

2. A maximum of 2 pets may be present in accommodations where this is allowed, subject to the conditions set by the Park Management and for a fee.
3. Pets are not allowed to use beds and seating in the accommodation.
4. Pets, if not leashed, must stay within the boundaries of the plot on which the accommodation is located.
5. Pets are not allowed to stay on the Park unaccompanied, must be leashed at all times and must not cause nuisance to other Park users.
6. Pets are not allowed in the waters and ponds of the Park.
7. Pet droppings must be cleaned up immediately by the Guest.
8. The Guest is responsible for damage caused by his pet(s).
9. Pets must comply with government health and vaccination requirements (of the country concerned). If the Guest is unable to provide proof of this, this may be grounds for the Park Management to refuse entry to the pets.
10. In case of a violation of the rules on pets, the Park Management will issue a warning to the Guest. In the event of a second violation, the rules governing termination of the stay in accordance with Article 18 of these Park Regulations come into effect.

#### **Article 7: Laundry**

1. Hanging laundry out to dry in and/or around the accommodation is only permitted if it is not a nuisance to other Guests and only between 09.00 and 18.00.
2. Hanging laundry out to dry on clotheslines is never allowed. The use of a drying rack or rotary washing line, which must be put away immediately after use, is allowed.

#### **Article 8: Household/garden waste**

1. The Guest must comply with the rules and instructions of EuroParcs staff on the storage, collection and disposal of household waste, paper, garden, plastic and residual waste in the broadest sense of the word.
2. Waste must be deposited in the appropriate containers.
3. The Guest must arrange the disposal of any bulky waste, such as pallets, white goods, garden chairs, rugs, and so on himself. This bulky waste should never be placed in the (press) container or elsewhere on the Park.
4. If the Guest has incorrectly disposed of or left bulky waste behind, the costs will be recovered directly from the Guest leaving the bulky waste.
5. In case of a violation of the rules on waste, the Park Management will issue a warning to the Guest. In the event of a second violation, the rules governing termination of the stay in accordance with Article 18 of these Park Regulations come into effect.

#### **Article 9: Noise**

1. Sound from radio, television or other audiovisual and sound equipment or musical instruments other than as provided by the Park must not be audible outside your own accommodation nor in the public area nor in the Park facilities.
2. The use by Guests of a motor mower and other noise-causing (gardening) equipment is prohibited between 20.00 and 10.00.
3. Between 23.00 and 07.00, peace and quiet prevails at the Park for a good night's rest.

#### **Article 10: Barbecue and fire safety**

1. Barbecuing is allowed, provided no warnings and/or prohibitions have been issued by the competent authorities and/or Park Management and provided the rules below are complied with.
2. Extreme caution is required and necessary precautions should be taken.
3. Only approved electric and gas barbecue appliances may be used for barbecuing. Barbecuing on fire baskets, fire pits and on wood fire, coal and briquettes is prohibited.
4. Barbecuing should take place at least 3 metres from trees, shrubs, fences, accommodations and facilities. A bucket with approximately 10 litres of water should always be ready for emergencies, within reach of the barbecue.
5. The waste (combustion residues) released from the barbecue must not be deposited on or into the soil. Once the waste materials (ashes) have cooled, the ashes can be deposited in a rubbish bag in the designated containers at the Park.
6. The Park Management has the right to prohibit the use of a barbecue or otherwise an open fire where normally permitted, at accommodations when special circumstances apply (e.g. extreme drought).
7. Flammable, fire-promoting and fire-hazardous substances must not be present on or near the accommodation.
8. Open fires are strictly prohibited. Similarly, having a fire basket, multi-burner, wood burner, fireplace, oil stove, etc. in and around the accommodation other than accommodations for which the Park Management has given its express permission, is prohibited.
9. Setting off fireworks on the Park is prohibited. At New Year's Eve, the Park Management may designate a particular location on or outside of the Park where setting off fireworks is allowed.
10. The applicable safety regulations of the Park Management, the fire brigade and/or other competent authorities must be complied with at all times.

#### **Article 11: Vehicles/vessels**

1. No cars or other motor vehicles are allowed to be driven on the Park between 23.00 and 07.00.
2. The driving of motor vehicles on the Park should be kept to a minimum.
3. A maximum speed of 5 kilometres per hour applies to vehicles throughout the grounds. In case of a second violation of this rule, the Park Management shall have the right to have the relevant vehicle placed outside and/or banned from the Park.
4. Driving vehicles with a total weight over 3,500 kilograms, mopeds with the engine switched on, 45-kilometre vehicles and other lightly motorised two-wheelers, quads, trikes, electric scooters and the like in the Park is prohibited. Transport for disabled persons is exempt from this.
5. Entering the Park with vehicles via the unpaved and/or paved roads marked with prohibition signs is prohibited. Only if strictly necessary can the Park Management grant exemption from this aforementioned rule.
6. Parking is based on availability. Cars and other vehicles should be parked in the parking spaces and car parks designated by the Park Management.
7. One car may be parked in the designated space on each plot of land designated for individual use. If there is enough space for a second parking space, parking a second car on the plot is allowed with the permission of the Park Management. Parking

vehicles outside of the plot (e.g. on or next to roads) or on other plots of land on which another accommodation is located (except with the consent of the relevant right holder) is prohibited.

8. Two cars may be parked on each plot of land with villas.
9. Parking and/or placing camping vans, (camping) trailers, (touring) caravans, etc. on the Park is prohibited without the prior written permission from the Park Management. Vehicles parked or placed without the permission referred to above may be removed at the expense of the Guest, without prior warning.
10. Electric cars and other vehicles can be charged at charging stations/charging points. Charging electric vehicles from or at the accommodation is prohibited.
11. A maximum speed of 5 kilometres per hour applies on all waterways forming part of the Park. In case of a second violation of this rule, the Park Management shall have the right to have the relevant vessel placed outside and/or banned from the Park.
12. Berths for vessels are limited. Their use must always be in compliance with the conditions (if any) specified by the Park Management.
13. Washing vehicles and vessels on the Park is prohibited; similarly, carrying out maintenance operations on vehicles and vessels, such as oil changes and repairs, which normally take place in a garage or dry dock, are prohibited.

#### **Article 12: Facilities**

1. Use of the pool, wellness, and/or other facilities is at the own risk of the user. There is no supervision at the playgrounds, swimming pool and other facilities, other than indicated at the respective facility.
2. Swimming takes place at your own risk at all times and is only allowed in the waters designated by the Park Management, unless local ordinances prohibit this (temporarily). Diving or jumping from piers/docks/etc. is prohibited.
3. Fishing is only allowed in the pond and/or waters designated by the Park Management with an appropriate (fishing) permit and in accordance with the associated terms and conditions. Fish should be returned to the water immediately (catch and release). Fishing is not allowed if local ordinances prohibit this (temporarily). Fishing in the harbour is prohibited at all times.
4. Removing water, or causing water to be removed, from the Park and any plot of land and/or body of water forming part thereof is prohibited.
5. Green areas of the Park may not be entered unless otherwise indicated.
6. Buildings and facilities in and around the Park may be temporarily taken out of operation for maintenance work, without this giving rise to a full or partial refund of the agreed price paid or to be paid. Whenever possible, EuroParcs will announce this in good time. In urgent cases, EuroParcs may take these out of operation without making an announcement.

#### **Article 13: Emergencies**

1. All access roads to the Park, facilities and accommodations must remain free of obstacles so that emergency services have free access and passage at all times.
2. In case of emergencies (e.g. assistance from emergency services being required), Park Management may grant permission to ignore the prohibition signs.
3. In the event of suspected danger or an emergency that could cause damage to the Park, to the facilities, to the building(s) and

accommodations present and/or to the persons and animals present on the Park, the Park Management may access the accommodation.

Management shall report this to the police, in the form of an official report or otherwise.

#### **Article 14: Pollution**

1. The Guest shall refrain from activities that cause any pollution on the Park to the soil, surface water, groundwater, buildings, pond, bodies of water and/or embankments, among others. Discharging waste water or other liquids outside the designated location, such as into a pond and/or bodies of water bodies as well as polluting surface water is strictly prohibited. Pollution should be reported immediately to the Park Management and relevant authorities.
2. The Guest of each accommodation, shall ensure that the whole remains in an environmentally hygienic condition, this including the plot associated with the accommodation. If the actions or failure to act of the Guest creates nuisance in the form of, for example, vermin, the Guest shall be liable vis-à-vis the Park Management for all damages resulting from this.
3. The Guest must follow instructions regarding the removal of his asbestos-containing (building) materials, if any, without being entitled to a discount on the agreed price or any other form of compensation.
4. Pollution caused by a member of the travelling company of the Guest shall be recovered from the Guest.
5. If after a breach of this article the Guest fails to comply with a written demand from the Park Management to rectify the nuisance in question within a reasonable period of time, the Park Management shall be entitled to do all that is reasonably necessary to remedy the respective nuisance, at the expense of that negligent Guest.

#### **Article 15: Sales, smoking, alcohol, drugs, weapons and prostitution**

1. Offering goods for sale, making or disseminating propaganda for any purpose, or advertising any product/service is prohibited.
2. Smoking and/or vaping is not allowed in the accommodation or the facilities. Smoking is only allowed outside the accommodation and with the use of an ashtray (to be retrieved at reception).
3. Public intoxication and abuse of alcohol in or at the accommodations, in the public spaces of the Park and in/near the catering establishments and other facilities on the Park, is prohibited. Moving around the Park with opened bottles/cans/packages of alcoholic beverages(s) or consuming these beverages in places other than in the accommodation or the catering facilities is prohibited. Carrying opened bottles/cans/packages containing alcoholic beverages in the public spaces in the Park is considered to be public intoxication.
4. Possession or use of (soft) drugs, in the broadest sense of the word, including the cultivation, growing and/or production of narcotics and trafficking in them, is not permitted.
5. Possession or use of (fake) weapons, firearms, stabbing weapons, striking weapons and other types of (legal) weapons on the Park is not allowed, even if the person concerned holds a gun licence.
6. Practising, offering or making use of prostitution is prohibited.
7. If the Park Management observes a violation of the aforementioned rules in which applicable laws and regulations are violated by the Guest and/or his travelling company, the Park

#### **Article 16: Camera surveillance, media policy and drones**

1. Camera surveillance is in place to protect the property of Guests and staff where justified and in compliance with the rules on privacy.
2. Recording, of any kind, is not permitted on the Park other than with the prior consent of the Park Management.
3. Journalists must contact the EuroParcs communications department.
4. Journalists must comply with the General Data Protection Regulation, portrait rights and all conditions and provisions aimed at protecting the privacy interests of those involved.
5. The interests of the Park Management, Park staff, its supply companies and Guests must be respected at all times, whatever the format of expression. They should be spared from intrusive and/or confrontational and/or pursuing and/or spying journalists seeking to make or have another party make recordings of any kind and/or conduct interviews and/or provoke (verbal) reactions.
6. Only with the prior consent of a person present at the Park may that person be recognisably recorded on (any) image, whatever the format.
7. Flying drones over the Park is explicitly prohibited. In addition, no drone footage may be taken of the Park without the prior written permission from Park management.

#### **Article 17: Liability**

1. EuroParcs shall not be liable for theft and/or loss of property of the Guest and/or his travelling company during or as a result of his stay at the Park.
2. EuroParcs is not liable for damage to property and/or pets and/or physical injury to the Guest and/or his/her travelling company during or as a result of his stay at the Park, unless this is the result of a shortcoming attributable to EuroParcs.
3. EuroParcs shall not be liable for damage consisting of loss of travel enjoyment, loss of profits or other consequential damage. EuroParcs shall furthermore not be liable for damage for which there is a claim for compensation under travel and/or cancellation insurance or any other insurance.
4. EuroParcs is not liable for (temporary) closure or inoperability of facilities at the Park due to force majeure or government intervention.
5. In the event of improper use or improper abandonment, including but not limited to excessive waste or pollution, of the accommodation and/or plot and/or facilities, extra charges will be levied, which the Guest will be obliged to pay immediately.
6. The Guest and the members of his travelling company are jointly and severally liable for damage and/or loss of (parts of) the goods of the accommodation and/or to the accommodation caused by the actions or failure to act of the Guest and/or his travelling company. The Guest must immediately report the damage and/or loss to the Park Management. The Park Management may recover the costs for the damage and/or loss from the Guest and these costs must be paid immediately, unless the Guest can prove that the occurrence of the damage and/or loss is not due to his fault or the fault of (one of) the members of his travelling company.

7. The Guest indemnifies EuroParcs against all claims of third parties resulting from any act or failure to act of the Guest and/or his travelling company and/or his visitors.

**Article 18: Termination of the stay and (forced) departure**

1. In the event of violation of the applicable laws and regulations and/or of these General Terms and Conditions and/or in the event of failure to comply with instructions from EuroParcs staff, Park Management shall be entitled to terminate the stay of the Guest and his/her travelling company with immediate effect.
2. After termination, the Guest and his party are prohibited from using the facilities and the Guest and his party must leave the Park as soon as possible whereby Articles 2.7 to 2.15 of these Park Regulations remain in force.
3. Upon notification of the termination, the Park Management is entitled to disconnect the accommodation from gas, water and electricity prior to departure.
4. The Guest remains obliged to pay the agreed price, regardless of whether the Guest or the Park Management has terminated the stay (prematurely). If the Guest has paid the agreed price, the Guest will not receive a (partial) refund and is not entitled to reimbursement of any (additional) travel and/or accommodation expenses.

**Article 19: Complaints**

Despite all good care and efforts of the EuroParcs staff, the Guest may have a complaint regarding their stay. This complaint should be reported by the Guest initially on site and directly to the Park reception. Should the complaint not be handled satisfactorily, the Guest must, under penalty of forfeiting any claim, send the complaint via e-mail to [feedback@europarcs.nl](mailto:feedback@europarcs.nl) no later than one (1) month after departure from the accommodation.

**Article 20: Lastly: Deviating agreements and contingencies**

1. Agreements differing from the Park Regulations laid down herein are valid only if agreed in writing.
2. EuroParcs preserves the right to change and/or supplement the Park Regulations at any time.
3. The Park Management may adopt additional rules. These rules will be provided or otherwise made known to the Guest upon arrival at the Park.
4. The Park Management decides on cases not covered by the Park Regulations, the EuroParcs Booking Conditions or the RECRON Conditions.