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General Terms and Conditions

Welcome to Kooparc! We value transparency and clarity, ensuring that you know exactly what to expect when staying at our recreational park. These general terms and conditions outline the rights and obligations applicable at our park.

By making a reservation, you agree to these terms. Please read them carefully. If you have any questions, feel free to contact us.

1. INTRODUCTION

- 1.1 These General Terms and Conditions apply to all offers, reservations, and agreements concerning all accommodations rented by Kooparc B.V. or its affiliated companies, or represented parties, hereinafter referred to as 'Kooparc.'
- 1.2 These General Terms and Conditions apply regardless of any prior references to other general terms and conditions. Kooparc explicitly rejects all other terms; only its terms apply.
- 1.3 The term 'tenant' in these General Terms and Conditions refers to the tenant and/or the person who enters into an agreement with Kooparc regarding the rental/use of accommodation(s). The term 'user,' also referred to as 'guest,' includes the tenant and the persons specified by the tenant who will use the rented accommodation(s).
- 1.4 Any Deviations from these General Terms and Conditions are only valid if agreed upon in writing and signed by both parties in agreement.

2. RESERVATIONS

- 2.1 Kooparc only processes reservations from persons aged 21 years of age or older. Reservations made by persons younger than this age are not legally binding.
- 2.2 If Kooparc processes and accepts a reservation, it will send the tenant a confirmation, which also serves as an invoice, within 14 days of the reservation being made. The tenant is required to check the accuracy of this confirmation immediately upon receipt; any discrepancies and/or inaccuracies must be reported to Kooparc promptly. Failure to do so will imply that the confirmation accurately and completely reflects the agreement. Kooparc expressly reserves the right to refuse any reservations, particularly for groups, or to apply special conditions to them, without giving reasons.

- 2.3 If the tenant has not received a confirmation/invoice within 14 days of making the reservation, they must immediately contact Kooparc. Failure to do so will result in the tenant losing any claim to the reservation.
- 2.4 An agreement between the tenant and Kooparc is established once Kooparc has confirmed the reservation. However, Kooparc expressly states that the reservation made by the tenant is final from the moment it is made; therefore, the tenant has no right of withdrawal or cooling-off period.
- 2.5 Kooparc reserves the right to immediately terminate or dissolve the agreement, in whole or in part, at its discretion, if the tenant and/or users provide incomplete or incorrect personal information during the reservation process. In such cases, no refund of the rental amount or any portion thereof will generally be issued.

3. PRICES

- 3.1 The tenant is obligated to pay Kooparc the agreed rental price as stated in the confirmation, which also serves as the invoice for the reservation. Price discounts and/or special offers do not apply after Kooparc has sent the confirmation. Unless explicitly stated otherwise, all prices include VAT.
- 3.2 Kooparc reserves the right to implement price changes resulting from amendments to legal regulations and/or provisions (including, for example, changes in tourist tax, VAT, etc.), even if these changes occur after the agreement has been concluded. In the case of a reduction, the price difference will be settled accordingly.

4. ADDITIONAL COSTS

- 4.1 In addition to the rental price mentioned in Article 3, the tenant is also required to pay tourist tax. The tourist tax rate is determined by the municipality of Zevenaar.
- 4.2 The tenant/user is required to rent bed linen from Kooparc. The costs associated with this are included in the rental price, as stated in Article 3, paragraph 1.

5. PAYMENTS

- 5.1 Upon reservation, the tenant is required to make a down payment of 50%, plus the applicable (tourist) tax, subject to the provisions below. Payment of these amounts must be made within 14 days of the date on which Kooparc sends the reservation confirmation, which also includes the amounts due. A credit card will be charged immediately upon payment.
- 5.2 The remaining balance of the rental price must be received by Kooparc no later than 14 days before the date on which the tenant is scheduled to occupy the property(ies) as stated in the confirmation.

- 5.3 For reservations made 14 days or less before the check-in date, the total amount due (the rental price plus all applicable costs) must be paid immediately at the time of booking. If, upon arrival at Kooparc, the outstanding amount has not yet been fully credited to Kooparc's bank account, the remaining balance must be paid in full before occupying the property(ies). Failure to do so gives Kooparc the right to deny access to the property(ies) without any obligation to compensate for damages. If it is later determined that the tenant had issued the payment order but, due to circumstances, it was not credited to Kooparc's account in time, and Kooparc subsequently receives the payment, Kooparc will refund any excess amount paid.
- 5.4 If the amounts invoiced to the tenant are not paid on time, the tenant will be in default immediately after the payment deadline has passed. If payment is not made (on time), Kooparc is entitled to terminate (cancel) the agreement at any time without being liable for any compensation, while the tenant remains liable for all damages suffered or to be suffered by Kooparc as a result, including all costs incurred by Kooparc related to the reservation and cancellation. Kooparc has the right to charge cancellation fees per property. In such cases, the provisions of Article 7 apply. Kooparc also reserves the right to offset any claims against the tenant, regardless of their nature.
6. SECURITY DEPOSIT
- 6.1 Kooparc may require the tenant to pay a security deposit of € 150,- at the start of the stay. This amount is determined based on the duration of the stay and will be specified in the reservation confirmation provided by Kooparc.
- 6.2 The security deposit serves as a guarantee for any damage and/or costs—in the broadest sense of the word—that Kooparc incurs due to the tenant/user/guests failing to fulfill their obligations or acting carelessly, resulting in damage or additional costs.
- 6.3 If the required security deposit is not paid on time—that is, within the deadline set by Kooparc and in accordance with the specified payment instructions—Kooparc has the right to terminate the agreement with immediate effect, without being liable for any compensation.
- 6.4 The security deposit, or any remaining balance thereof, will be refunded after deducting any claims by Kooparc against the tenant and/or user (for damages to the inventory/property and/or other costs). This does not affect Kooparc's right to claim further compensation if necessary.

7. CANCELLATION FEES

- 7.1 In case of cancellation by the tenant/user, the following fees apply:
- Up to 365 days before arrival: 15% of the total amount.
 - Up to 180 days before arrival: 30% of the total amount.
 - Up to 90 days before arrival: 50% of the total amount.
 - Up to 30 days before arrival: 75% of the total amount.
 - Within 14 days before arrival or later: 100% of the total amount.
- 7.2 It is advised to take out cancellation insurance to cover financial risks.
- 7.3 If the tenant/user fails to check in within 24 hours after the scheduled time without prior notice, it is considered a cancellation, and Kooparc reserves the right to charge the full amount.

8. MODIFICATION/AMENDMENT OF THE AGREEMENT

- 8.1 If the tenant wishes to make changes to the agreement after it has been concluded, Kooparc is not obligated to accept them. It is at Kooparc's discretion whether to approve such changes. If Kooparc accepts the changes, it has the right to charge the tenant for all costs associated with the modification.
- 8.2 If Kooparc, due to unforeseen circumstances, needs to make changes to a reservation booked by the tenant regarding the location, type, and/or position of the property(ies), Kooparc must provide the tenant with a suitable alternative, at its sole discretion. Even in the case of a preferred booking, Kooparc reserves the right to modify the type and/or position of the property(ies).
- 8.3 Unless otherwise agreed in writing with Kooparc, the tenant and users are not permitted to transfer the use of the property(ies) under any name or for any reason to persons other than those specified in the agreement. If Kooparc grants (written) approval for such a transfer, the tenant remains jointly and severally liable, alongside the new user, for the payment of the remaining rental amount, any costs incurred due to the modification, and all other (additional) costs without exception.
- 8.4 If Kooparc is unable to fulfill the agreement in whole or in part due to force majeure, it must present a modification proposal within 10 days of becoming aware of the impossibility of performance. This proposal may include an alternative property, a different period, or a voucher. Force majeure on the part of Kooparc exists when the agreement cannot be fulfilled or cannot be fulfilled on time due to circumstances beyond its control, such as fire, floods, structural collapses, the threat of war, employee strikes, or government regulations that make it impossible to stay in the property. If Kooparc has made a modification proposal, the tenant

must inform Kooparc in writing within 10 days of receipt which option they accept; failing to do so will result in the expiration of the proposal. In such a case, Kooparc has the right to terminate the agreement without being liable for any compensation or damages.

9. ARRIVAL AND DEPARTURE

- 9.1 The rented property(ies) can be occupied on the agreed arrival date, as stated in the reservation confirmation, from 4:00 PM onwards. On the agreed departure date, as stated in the reservation confirmation, the property(ies) must be vacated by 10:00 AM.
- 9.2 If the tenant wishes to extend the agreement with Kooparc beyond the originally agreed duration as stated in the confirmation, and Kooparc agrees to this extension, Kooparc reserves the right to assign a different property at any time.
- 9.3 If the stay is ended earlier than the agreed departure date as stated in the reservation confirmation, the tenant is not entitled to a refund of (a portion of) the rental price and/or any associated costs. If the tenant has taken out cancellation insurance and fully meets the conditions set by the insurance company, they may submit a claim for compensation due to the early termination of the stay. It is then up to the insurance company to determine whether the claim qualifies for reimbursement.

10. PETS

- 10.1 If the tenant and/or other users wish to bring pets, the tenant must indicate this at the time of reservation, specifying the type of pet. Kooparc is entitled to charge a surcharge for this, which must be paid together with the rental fee. Kooparc explicitly reserves the right to refuse pets in the park without stating any reasons.
- 10.2 Pets must always be kept on a leash in the park, meaning outside the accommodation, and may never roam freely.
- 10.3 If pets are allowed, a dog basket and/or cat basket must be brought and placed inside the accommodation. The dog/cat must be protected against fleas, ticks, and similar parasites and may not be on beds, sofas, chairs, or similar furniture. Pets must be vaccinated against rabies, and identification via microchip or tattoo is mandatory. Pets must not cause any nuisance, as determined by Kooparc.

11. STAY REGULATIONS

- 11.1 All guests must comply with the rules established by Kooparc, as outlined in the usage and stay regulations, a copy of which is attached to these general terms and conditions.
- 11.2 Upon request, everyone is required to present valid and commonly accepted identification (passport, ID card, driver's license) at check-in. If a user cannot provide identification, Kooparc may decide to deny them access.
- 11.3 Each accommodation may only be used by the maximum number of persons specified on the Kooparc website for that particular accommodation.
- 11.4 For safety reasons, it is not permitted to place tents or similar structures near the accommodation.
- 11.5 Upon departure, the tenant must ensure that the accommodation is swept clean, the dishes are done, the refrigerator is empty and clean, and all garbage bags are placed in the designated containers in the park.
- 11.6 In case of violation of these general terms and conditions and/or the usage and stay regulations, or failure to follow instructions given by or on behalf of Kooparc, Kooparc has the right to immediately remove the tenant/user from the park without any obligation to refund the rental fee or any costs, either in full or in part. Furthermore, if Kooparc suspects that the tenant/user is acting in violation of the law, public order, or morality, or if other urgent reasons arise in Kooparc's judgment, Kooparc reserves the right to access the accommodation.

12. INTERNET USAGE

- 12.1 Kooparc provides the tenant/user and their companions with access to the internet via a Wi-Fi network. Kooparc is not liable for any damages resulting from the internet not functioning or not functioning properly. The tenant is responsible for the proper use of the internet, as well as for the necessary hardware, software, configuration, peripheral equipment, and connections to support it, along with security measures for their computer or operating system.
- 12.2 The tenant/user and their companions must use the internet in a responsible and careful manner, adhering to all legal regulations. They must refrain from any behavior that could cause inconvenience to other internet users and/or damage Kooparc in any way. The tenant/user and their companions must also refrain from visiting websites that are unlawful or that do not align with Kooparc's reputation as a housing provider.
- 12.3 If Kooparc detects or suspects that the tenant/user or their companions are causing inconvenience to third parties and/or engaging in internet misuse,

Kooparc has the right to block internet access, either partially or entirely, without prior notice.

- 12.4 The tenant indemnifies Kooparc against any claims from third parties for compensation of damages that these third parties may attempt to recover from Kooparc, insofar as such claims are based on the internet usage by the tenant/user and their companions.

13. **USE OF ACCOMMODATION; INVENTORY**

- 13.1 The tenant/user and their companions must take proper care of the accommodation, including its inventory and equipment, and refrain from any actions that may cause damage. They are jointly and severally liable for any damage. Additionally, they are responsible for any damage resulting from breakage, loss, or damage to the inventory or equipment of the accommodation. If a tenant/user notices any damage, they must report it to Kooparc immediately. If the damage was caused by them, they must cover the repair costs. If the tenant/user notices any damage upon arrival, they must report it immediately; otherwise, Kooparc may assume that the inventory and equipment are complete and undamaged.

- 13.2 If the accommodation is not used properly or is not left in an appropriate condition—including but not limited to excessive dirtiness—additional costs will be charged. The tenant/user is required to pay these costs upon first request, and Kooparc may deduct them from the security deposit, if sufficient

14. **LIABILITY**

- 14.1 Kooparc is not liable for the consequences (damage) caused by theft, loss, or damage to property or persons, of any kind or nature, during or as a result of a stay at Kooparc, unless there is gross negligence on the part of Kooparc or its employees. It is also not liable for disruptions in services or defects arising from services provided by third parties.

- 14.2 The tenant/user is jointly liable for all loss and/or damage, of any kind, to the property, its contents, and/or the installations or property belonging to Kooparc, arising during the use/stay by the tenant/user, regardless of whether this is the result of the actions or omissions of the tenant/user and/or third parties present on the park with the tenant's/user's permission.

- 14.3 The tenant/user indemnifies Kooparc from all claims for damages suffered by third parties as a result of any actions or omissions by the tenant/user and/or those present on the park with their permission.

15. COMPLAINTS

- 15.1 If the tenant/user believes they have a legitimate complaint regarding the rented property or the stay at the park, they must report it immediately to Kooparc. The complaint will then be handled with the utmost care, and if this has not been done within a period of no more than 2 months and/or not in a manner satisfactory to the complainant, the complainant is free to take the measures they deem necessary

16. PROCESSING OF PERSONAL DATA

- 16.1 Insofar as personal data is processed in the context of performing activities, this personal data will be processed in a proper and careful manner and in accordance with the Data Protection Act and the General Data Protection Regulation.
- 16.2 Technical and organizational measures will be taken to protect personal data against loss or any other form of unlawful processing, taking into account the state of the technology, the nature of the processing, and what can reasonably be expected from Kooparc.
- 16.3 Upon request from the tenant/user, Kooparc will correct, supplement, delete, or block data in cases where the data is, for example, factually incorrect.

17. APPLICABLE LAW

- 17.1 The agreement between you and Kooparc is exclusively governed by Dutch law, and the Arnhem court has jurisdiction to resolve disputes.

18. FINAL PROVISIONS

- 18.1 Kooparc will send its correspondence digitally, unless this proves to be impossible.
- 18.2 In addition to the general terms and conditions, the Code of Conduct and House Rules of Kooparc B.V. also apply, a copy of which is attached to these terms and conditions.
- 18.3 By signing a rental agreement, the signer acknowledges having received and read the aforementioned terms and the Code of Conduct and House Rules, and agrees to comply with them.
- 18.4 If and to the extent that one or more provisions of this agreement are invalid, void, or voidable, the remaining provisions of the agreement will remain in full force. The intent of the agreement will, in such a case, be upheld as much as possible.

These terms have been carefully drafted to ensure legal accuracy and clarity. If certain provisions are deemed invalid, the remaining provisions will still remain in full effect.