

# **Terms and Conditions Terschelling Recreatie**

## **Contents**

Definitions

Applicability of General Terms and Conditions

Establishment of Agreement and Reservation

Cancelling or amending the Agreement

Financial Provisions

Obligations of (fellow) holiday maker

(Use of) Accommodation

Facilities (in or outside the park)

Travel information

Complaints

Travel sum and costs

Liability

Privacy

Applicable Law and Competent Court

Other provisions

Park Regulations

Rules for groups and/or specific cases

## **Definitions**

**Arrival:** the start date of the period for which the agreement between holiday maker and entrepreneur entered into.

**Accommodation:** all holiday accommodations for recreational purposes (such as a chalet, bungalow, apartment, studio, holiday home).

**Accommodation provider:** the owner and/or the manager appointed by him of the accommodation to be rented out.

**General Terms and Conditions:** these terms and conditions that apply to all agreements concluded for the rental of accommodation from the accommodation provider between the holiday maker and the entrepreneur.

**Facilities:** all facilities inside or outside the parks that can be used based on the agreement.

**Guests:** all persons who fall under the definition of holiday maker and fellow holiday maker and who use the accommodation and/or facilities of the parks, as well as visitors to the park.

**Fellow holiday makers:** the persons who are registered by the holiday maker when making the booking and/or who are part of the travel group.

**Entrepreneur:** the party with which the holiday maker enters into an agreement.

**Agreement:** the agreement for the rental of an accommodation with the associated General Terms and Conditions.

**Park:** the park in which an accommodation is located.

**Park Regulations:** the regulations that the accommodation provider uses for the park.

**Holiday maker:** the (legal) person who makes the booking and enters into the agreement.

**Travel sum:** the rental price for the accommodation including any discounts and excluding any additional costs.

**Written:** by letter or email.

**Website:** the website(s) of the entrepreneur (Terschelling Recreatie Holiday Parks) used for making the Agreement: [www.terschelling-recreatie.nl](http://www.terschelling-recreatie.nl)

## **Applicability of General Terms and Conditions**

These General Terms and Conditions apply to all agreements between the entrepreneur and the holiday maker regarding the rental of accommodations. These terms and conditions are an inseparable part of the agreement.

## Conclusion of agreement and reservation

An agreement for the rental of an accommodation is concluded through offer and acceptance. This agreement can be concluded at the reception of the park, but also by reservation.

An agreement can only be entered into by a holiday maker who is 21 years of age or older. An accommodation can be booked online or by telephone. These two ways of booking are binding for both parties.

### Make a reservation online

An agreement is concluded if:

1. The holiday maker agrees to these General Terms and Conditions;
2. The holiday maker fills in all mandatory information to be able to make the reservation online and
3. Thereafter makes the reservation final by means of agreeing to the terms and conditions and the "Book now" button, and
4. The entrepreneur confirmed the reservation to the holiday maker in writing.

Each receipt of reservation made via the website is confirmed by e-mail to the holiday maker or possibly by post at the request of the holiday maker, which means that the reservation has been received and has been processed. This makes the reservation binding for the holiday maker.

If the holiday maker has not received a confirmation of receipt by e-mail, something may have gone wrong with the booking. In this case the holiday maker should contact the entrepreneur as the reservation cannot yet be made.

### Book by phone

The holiday maker can also make a reservation by telephone.

With a telephone reservation, an agreement is concluded after the reservation has been confirmed to the holiday maker by e-mail.

### Cost overview

After checking and processing the reservation placed via the website or by telephone, the holiday maker will receive a reservation confirmation from the entrepreneur by e-mail (or possibly by post at the request of the holiday maker). If this reservation confirmation is not received within 5 days after booking, the holiday maker must contact the entrepreneur, as no sooner the holiday maker can make a claim to the reservation. Any inaccuracies in the reservation confirmation must be passed on to the entrepreneur within 72 hours.

### Right of withdrawal

Reservations made are irrevocably binding for the holiday maker. A right of withdrawal (the so-called cooling-off period) as referred to in the *Burgerlijk Wetboek* (the Dutch Civil Code) applies.

#### Holiday maker

- The holiday maker must be at least 21 years old at the time of booking.
- The holiday maker is liable for all fellow holiday makers who are registered and who accompany him/her and for all guests who visit the holiday maker at the Park.
- All correspondence is conducted via the details of the holiday maker.

#### Cancel or change the Agreement

##### Cancelled by holiday maker

It may happen that you have to cancel the holiday due to unforeseen circumstances. In this case, the holiday maker or his deputy must inform the entrepreneur. The holiday maker pays compensation to the entrepreneur for a cancellation. Terschelling Recreation applies the Recron Conditions for holiday accommodation.

#### Article 6

After cancellation, the holiday maker will receive a cancellation invoice from the entrepreneur. This describes the costs of the cancellation.

In addition to the reservation and any preference costs (and any insurance premiums) due, the (co-)holiday maker owes the entrepreneur the following amounts:

- 15% of the rental price if you cancel 3 months (93 days) or more before the scheduled arrival date
- 50% of the rental price if you cancel between 3 and 2 months (between 92 and 63 days) before the scheduled arrival date
- 75% of the rent if you cancel within 2 months and 1 month (between 62 and 32 days) before the scheduled arrival date
- 90% of the rent if you cancel between 1 month (31 days) and the day before the scheduled arrival date
- 100% of the rental price if you cancel on the scheduled arrival date or later

#### Terschelling Recreation Cancellation Fund

When booking you can make a Cancellation Fund contract. When participating in the Cancellation Fund, you can indemnify yourself against costs of cancellation caused by one of the events below, if supported by official statements. If an official statement is not possible, we reserve the right to initiate an investigation. In case of cancellation, € 35 administration costs will be charged. Late or incomplete payment counts as cancellation. Failure to arrive on arrival day without notice will be considered as cancellation. The premium for participation in the Cancellation Fund is 6% of the basic rent.

1. In the event of a sudden illness or accident that happened to one of the family members.
2. In the event of a death in the family, i.e., the death of a partner, parents (in-law), children, brothers/sisters of the holiday maker or family members.
3. A special call for attendance in military service other than mobilization.
4. Involuntary unemployment of the holiday maker.

The payment of the cancellation costs or the termination compensation is limited to the insurance sum. The Cancellation Fund runs from the day of reservation to the day of

departure. In case of early termination of the holiday as a result of one of the four events mentioned above, the remaining prepaid amount will be refunded to you after settlement of the number of days enjoyed.

#### Cancellation by the entrepreneur

In case of force majeure or unforeseen circumstances, the entrepreneur is entitled to cancel the reservation. Unforeseen circumstances and force majeure include:

- That the accommodation is no longer suitable for rental (for example: due to flooding, fire or non-performance by the accommodation provider).
- That the accommodation is no longer available (for example due to a sudden sale of the accommodation by the accommodation provider, a double-placed reservation by the accommodation provider).

The entrepreneur will immediately inform the holiday maker of this, stating the reason, by telephone or in writing. In this case, he will try to offer equivalent accommodation for the same travel sum. If no suitable alternative offer can be made, or the holiday maker does not agree with the alternative offered, the entrepreneur will refund the travel sum already paid in full or in part without the entrepreneur owing any compensation to the holiday maker.

#### Modify

If a holiday maker wants to change an agreement, this is possible up to 7 days before arrival. The booking may not be cheaper than the original booking after amendment. Change costs may be charged for these changes.

#### Substitution

If the reservation is transferred in its entirety to a third party, the holiday maker must indicate this in writing to the entrepreneur.

Amounts already paid will be deemed to have been paid by the acquiring party. The transferring party and the acquiring party must arrange this between themselves.

### **Financial Provisions**

#### Pay

After receipt of the cost overview, the following costs must be paid. Within 14 days: 50% of the bill, the remaining amount must be received by the entrepreneur 8 weeks before arrival. If the holiday maker books within 8 weeks before arrival, the total bill must be paid immediately. The total amount of the cost overview must always be paid in full before arrival.

#### Failure to pay within the term of payment

If the entrepreneur has not received the payments on time, he is entitled to dissolve (cancel) the agreement.

#### Obligations of (fellow) holiday maker

The holiday maker, fellow holiday maker, and their possible guests will comply with the obligations under these General Terms and Conditions and the Park Regulations.

Failure to comply with these obligations will be regarded as an attributable shortcoming in the fulfilment of the agreement, which leads to the liability of the holiday maker towards the entrepreneur. In addition, this gives the entrepreneur the right to dissolve the agreement.

## **(Use of) accommodation**

### Condition of the accommodation and type of use

- The accommodation is made available to the (fellow) holiday maker in good condition. If the (fellow) holiday maker is of the opinion that this is not the case, he must report this to the reception of the park within one hour upon arrival.
- The holiday maker is obliged to treat the accommodation and the associated inventory with care. The tenant will leave the rented property in a neat condition upon departure. All damage caused to the accommodation by the holiday maker or fellow holiday maker must be reported by the holiday maker to the reception of the park before departure and must be paid immediately.
- If the accommodation is not left in accordance with the guidelines of the park or is damaged, the entrepreneur is entitled to charge for his damage.
- The accommodation may only be used by the tenant for recreational purposes, unless expressly agreed otherwise in writing. Recreational purposes are in any case not understood to mean the use of the accommodation by the tenant during the period that one or more of the users of that accommodation(s) carries out work, regardless of whether these are paid or unpaid and regardless of whether they take place in employment or out of employment.  
Permanent residence is not allowed.

### Maximum persons allowed

The use of the reserved accommodation by more than the maximum number of persons (including children and babies) applicable to the accommodation as stated on the website is not permitted. In this case, the entrepreneur can deny the (fellow) holiday maker the use of the accommodation. He is not entitled to a refund in this case.

It is not allowed to receive visitors or let them stay overnight without prior approval from the entrepreneur.

### Pets

Pets are only allowed if this is explicitly stated.

- Registration of pets after the reservation will be considered as a change.

Bringing pets without notification can be a reason for the entrepreneur to refuse access to the park and/or the accommodation.

- There are additional (cleaning) costs associated with bringing pets.
- Pets must at all times demonstrably comply with the health and vaccination requirements that apply in the country in which the accommodation is located. Failure to comply with these requirements or the inability to demonstrate that these requirements are met may be a reason for the entrepreneur not to allow the pet in the accommodation or the park. The holiday maker is always and remains liable for damage caused by the pet to the accommodation or the park.

## **Facilities (in or outside the park)**

### Opening hours and costs

In the description of the accommodation on the website, information is provided about the facilities that are offered, including opening times and possible costs. If no costs are stated for the use of facilities, this does not mean that the use of these facilities is free.

## **Complaints**

If a guest has a complaint during their stay at the Park, this can be reported to the reception and/or the manager of the Park in order to give the Entrepreneur the opportunity to resolve this complaint. If the complaint has not been resolved satisfactorily, the complaint can be submitted in writing to [info@terschelling-recreatie.nl](mailto:info@terschelling-recreatie.nl) or by post to Terschelling Recreation Holiday Parks, Oosterend 2, 8897 HZ Oosterend Terschelling (NL), up to two weeks after returning home.

This must include a statement of the complaint, the possible booking number, the contact details of the guest and all other information that may be useful to the entrepreneur in handling the complaint.

## **Travel sum and costs**

- A combination of discounts is not possible.
- Entrepreneur reserves the right to change the travel sum if an increase of government levies or taxes give rise to this.
- Any discount promotions do not apply to existing/already made reservations.

## **Liability**

- Entrepreneur and accommodation provider are not liable for loss or theft (including money), damage to property, damage or injury to the (fellow) holiday maker for whatever reason.
- The use of the accommodation and all facilities and services in the park is at the own risk of the (fellow) holiday maker
- The entrepreneur accepts no liability for unexpected (construction) activities in the vicinity of the reserved accommodation, work on access and/or main roads, noise nuisance caused by neighbours, church bells, fireworks, cars, trains or agricultural equipment, nuisance caused by vermin and environmental problems in the proximity to the park and/or the accommodation.
- The (fellow) holiday maker is expected to be aware of local laws and regulations. The entrepreneur is not liable for the consequences of any violation thereof by the (fellow) holiday maker.

### **Recreational Liability**

During the stay, the holiday maker is liable for damage caused during the stay to the accommodation, the furnishings and all items belonging to the booked accommodation, regardless of who caused the damage. The settlement of this damage should initially be between the accommodation provider and the holiday maker.

## **Privacy**

A reference to the privacy statement of the entrepreneur can be found on the website.

### **Applicable Law and Competent Court**

- Dutch law applies to agreements concluded, amended or supplemented on the basis of these General Terms and Conditions, unless other law applies on the basis of mandatory rules.

Disputes can be submitted to a disputes committee or a Dutch Court. Terschelling Recreatie follows the Recron Conditions for holiday accommodations

### **Other provisions**

The holiday maker is responsible for providing the correct contact details and must report any change in his contact details to the entrepreneur.

### **Park Regulations**

Together with the General Terms and Conditions that apply to the agreement between the holiday maker and the entrepreneur, the Park Regulations form one whole. Proper compliance with the Park Regulations guarantees the safety of our guests. We therefore hope for your cooperation and understanding.

All terms used in the park regulations are in line with the definitions given in the General Terms and Conditions.

#### **Arrival and departure**

The booking confirmation specifies the time from which the accommodation is available.

#### **Visitors**

Visitors are welcome and must report to the park reception upon arrival. They are expected to have left the park before 11 p.m. Deviation from this is only possible with the permission of the manager of the park. If visitors wish to spend the night, this must be reported to the reception of the park. They are registered as lodgers. The entrepreneur reserves the right to refuse guests. Visitors must adhere to the rules set out in the park regulations. Guests of the holiday maker must adhere to the same conditions and rules as the holiday maker. The holiday maker must ensure that his guests are aware of the applicable rules that are relevant to them, as included in the general terms and conditions and the park regulations.

#### **Energy (water/electricity)**

Different maximum currents may apply per park and even per type of **holiday home**. The guest must ensure that the electrical appliances used do not exceed this amount.

In the event of a power failure, the guest will first check his own fuses as well as the fuse in the power box before calling the **park manager**. The electrical appliances must be switched off in the event of a power failure if they have not been switched off automatically.

It is not permitted to charge an electric car other than in the designated parking spaces designated for this purpose.

#### **Park facilities**



The use of the park's facilities is at your own risk.

#### Use of accommodation

The accommodations each have a personal design. It is not allowed to take furniture that belongs in the accommodation outside. (Garden) furniture may not be moved to other accommodations.

The guest is obliged to keep the accommodation and its immediate surroundings in a neat and orderly condition. Waste must at all times be deposited in the appropriate containers or waste bins.

It is not allowed to place party tents at or on accommodations without the permission of the manager/reception employee of the park.

Drones are not allowed without permission from the park manager or front desk clerk.

#### Pets

Insofar as pets are allowed in the park, the following applies:

- Uncaged pets must be leashed at all times, except within a accommodation and may not cause any nuisance to the other guests of the park in any way.

Pets must be walked outside the park in the permitted places. In the event of "accidents", the pet's supervisor must take care of the removal of this pollution.

Guests are solely responsible for complying with all legal requirements for bringing and staying pets.

#### Hygiene and maintenance

It is not allowed to feed birds or other animals, other than pets, in the park. Leaving food in the park is strictly prohibited for reasons of hygiene and the prevention of vermin.

Waste must be deposited in the designated (separate) containers. It is not allowed to place waste next to the containers or elsewhere in the park. The waste must be packed in closed plastic bags.

Bulky waste such as pallets, white goods, garden chairs, ground rugs, etc. may not be left in the park, unless with the permission of the manager of the park in a designated place.

It is not permitted to deposit green waste (pruning and mowing waste) in the containers.

It is forbidden to pick flowers, pull branches or bushes or hammer nails into trees. Digging holes and damaging public green spaces is also not allowed.

Urinating in public is not allowed.

#### Use and return of keys, cards, etc.

Costs will be charged for the loss of keys/cards etc. (in the case of keys this is an amount of € 27.50). It is not permitted to give keys and/or cards for use to anyone other than (fellow) holidaymakers.

On departure, all keys that guests have received for their accommodation must be handed in at the reception of the park.

#### (Night) rest and nuisance

Guests of the park must behave correctly and refrain from doing anything that could reasonably cause an offense or nuisance to the entrepreneur or other guests.

Night rest must be respected between 11 p.m. and 6 a.m. Guests must strictly comply with this night rest. This means, among other things, no loud conversations, music or any other noise. Motorized vehicles may also not be used during this period.

It is not permitted to use music carriers, musical instruments and other objects that (may) cause noise nuisance in such a way that nuisance is caused. By receiving a complaint from another guest, the nuisance is in principle established.

Public drunkenness is prohibited. A guest is not allowed to have opened bottles and/or cans of alcoholic beverages with him outside the accommodation, other than on the associated terrace.

#### Maintenance and cleaning work/malfunctions

The entrepreneur reserves the right to perform (cleaning) work around the accommodation from 8 a.m.

Urgent malfunctions reported to the reception of the park will be resolved as soon as possible.

The entrepreneur always has the right to enter the rented accommodations for inspection and/or to carry out maintenance work (or have it carried out), without the guest being entitled to a full or partial refund of the (rent) sums paid or still to be paid. The entrepreneur also has the right to temporarily decommission buildings and installations for maintenance work, without the guest being entitled to a full or partial refund of (rental) sums paid or still to be paid. The entrepreneur will announce such a visit in good time. In urgent cases, the entrepreneur may waive such an announcement.

#### Parking

In general, one motor vehicle per accommodation is permitted unless otherwise indicated. Visitor motor vehicles are not allowed. The entrepreneur reserves the right to change the parking policy applicable to a park.

Parking is in the designated places.

If these parking rules are violated, the entrepreneur reserves the right to remove the vehicle or have it removed and/or to apply a wheel clamp. The costs thereof will be borne by the relevant guest.

#### Mail/telephone

The incoming postal mail is placed at the desk at the reception of the park. The collection of postal items is the responsibility of the guest. The entrepreneur is not liable for lost or damaged mail items.

#### Safety requirements

The guest is obliged to immediately follow all traffic and safety regulations and the instructions of the staff.

In view of calamities and arriving and leaving of emergency services, paths and access roads must always remain free of motor vehicles and other obstacles.

It is not permitted to carry out repairs to motor vehicles and/or to wash motor vehicles in the park, unless an explicit possibility is offered to do so.

It is prohibited to park or store damaged or scrap cars, trailers or other vehicles and/or vessels, as well as other goods or substances that may have been withdrawn from use.

Normal traffic rules apply in the park. In deviation from this, the maximum speed in the park for all vehicles is 10 kms per hour, unless explicitly stated otherwise. Only local traffic is allowed. Pedestrians and (playing) children always have priority.

Open fire is strictly prohibited in the park. Due to the risk of fire, burning candles without anyone present, throwing away burning cigars, cigarettes and matches is prohibited. The presence of flammable and/or explosive substances is also prohibited.

The use of a barbecue in the park is permitted, provided that this is done in a safe place and on a paved surface. There should also be a bucket with approx. 10 litres of water within easy reach of the barbecue, ready for emergencies. Only electricity, gas, charcoal, and briquettes may be used as fuel for the barbecue. The entrepreneur reserves the right to prohibit the use of a barbecue in special circumstances (for example extreme drought).

Due to the risk of fire, disposable barbecues may not be deposited in the containers intended for this purpose, if they have not yet been extinguished and cooled down.

#### Lost/found items

Lost and found items can be handed in at the reception of the park. At the request of a possibly already departed guest, the found object can be sent to him or her at the expense and risk of this guest. The entrepreneur is never liable for any damage to the found object. If the owner of a found object does not report within 3 months after the found object has been handed over, it is assumed that the owner has given up possession of it.

#### Removal from the premises / denial of access.

All guests must strictly comply with the regulations and rules contained in the general terms and conditions and the park regulations and strictly follow the instructions of the staff of the entrepreneur and/or any security service in any form and in any context. This also applies to the rules that apply to the use of the facilities.

In the event of a violation of these terms and conditions and in the event of failure to follow instructions from the staff, the entrepreneur is entitled to remove the guest from the park, whereby further access to the park will be denied, without the holiday maker being entitled to full or partial refund of and/or discount on the (rent) sums paid or still to be paid, without prejudice to the entrepreneur's right to claim compensation for the damage caused by the violation. In general, a warning will be given first. In urgent cases, at the discretion of the entrepreneur, this can be waived, and immediate removal will take place and the guest will be denied access to the park. The entrepreneur reserves the right to demand a deposit from the holiday maker in the event of a (first) warning.

If that deposit is not paid immediately, the entrepreneur is entitled to remove the guest who has received the warning from the park (or have him/her removed) and to deny him/her access to it.

In the event of a violation of these General Terms and Conditions and the rules contained therein, as well as in the event of a violation of the prohibitions stated in the Park Regulations and in the event of failure to follow instructions from the (security) staff, the entrepreneur is entitled to remove the guest from the park, whereby further access to the park will be denied, without the holiday maker being entitled to a full or partial refund of or discount on the (rental) sums paid or still to be paid, without prejudice to the entrepreneur's right to claim compensation from the damage, in whatever sense, caused by the violation and its settlement. The entrepreneur is entitled to set off the damage referred to above against the paid (additional) deposit or to recover the damage from the holiday maker.

### Terms and Conditions Weekend away Giveaway

- Throughout the year except for public holidays and the Oerol period.
- 1 bungalow up to 6 persons
- Excluding tourist tax and any extras
- Excluding ferry to and from Terschelling
- To be redeemed within one year.

### Rules for groups and/or specific cases

#### General

The entrepreneur reserves the right to request an additional deposit in certain situations and periods. On this basis, the entrepreneur is entitled to charge each group (or family) a deposit of a maximum of € 500 per person.

The holiday maker who has booked for a group is requested to always report to the reception upon arrival of the group. The entrepreneur will (may) ask him to show his proof of identity and also (may) ask him to state the names of the group members. In addition, the deposit due of a maximum of € 500 per person must be paid. Every guest is obliged to show proof of identity at the first request of the entrepreneur or his (security) staff.

Guests accept community standards and will not engage in activities that could be polluting, dangerous, harmful, disruptive, unhealthy and/or nuisance to the environment.

Instructions from the staff (including the security service) must be followed immediately.

If it is found upon arrival or during the stay that young people are traveling alone (persons who have not yet reached the age of 21 and are traveling without their parents and/or guardians or other accompanying persons who are 21 years or older), while the booking was made by a third party who is 21 years or older, the entrepreneur reserves the right to dissolve the agreement with immediate effect, without refund of the travel sum.

The holiday maker who books while all fellow holiday makers are younger than 21 must always accompany the group. As soon as it is established that this holiday maker has not arrived or has left earlier, for whatever reason, the group will be considered as “young people traveling alone” and will be treated as such in accordance with the General Terms and Conditions and these Park Regulations.

#### Consequences of breaking the rules and/or not following directions

- In the event of a violation of these General Terms and Conditions or the applicable Park Regulations, a warning will first be given whereby, if this has not yet happened upon arrival at the park, an additional deposit of a maximum of € 500 per person must be paid. This first warning will be issued in writing. If, in the opinion of the entrepreneur, a violation is so serious that continuation of the agreement cannot be expected from him, the entrepreneur is entitled to dissolve the agreement with immediate effect (also without prior formal warning). This is the case, among other things, when the holiday maker or fellow holiday maker commits criminal offenses, including, but not limited to, the prohibitions stated in the Park Regulations. The entire group (or family) will then be immediately removed from the park and denied access, without refund of the travel sum including additional costs.

- In the event of dissolution of the agreement and immediate removal from the park, the entrepreneur will impose a park ban on the holiday maker and fellow holiday makers, which

will apply to all parks of the entrepreneur. In that case, this will be communicated in writing on the spot.

- When issuing a (first) warning, the holiday maker or one of the fellow holiday makers must sign for this (also on behalf of the group or family). Failure to sign will be regarded as a refusal to comply with the rules of the park and the entrepreneur can proceed to dissolve the agreement with immediate effect and deny access without refund of the paid travel sum.

Unforeseen cases

In cases that are not regulated in the General Terms and Conditions or these Park Regulations, Dutch law decides.

*Translation disclaimer:*

*The official text is the Dutch version of the General Terms and Conditions and the Park Regulations. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translation, the Dutch text is leading.*