# RECRON CONDITIONS

These RECRONconditions came about in January 2003 in consultation with the Consumers' Association and the ANWB, within the framework of the Self-Regulation Coordination Group (CZ) of the Social and EconomicEconomic Council and take effect as of April 1, 2003. The CZ appreciates it if the foregoing is mentioned when quoting from these General Terms and Conditions. is mentioned.

#### **Article 1: Definitions.**

In these terms and conditions, the following definitions shall apply:

- a. camping equipment: tent, folding camper, camping car, touring caravan, and the like;
- b. place: any placement option for a camping device to be specified in the contract;
- c. tourist site means a site available for a camping device for a period not exceeding three months;
- d. entrepreneur means the business, institution or association that makes the site available to the recreationist;
- e. vacationer: the person who enters into the agreement concerning the place with the entrepreneur;
- f. co-creditor: the person(s) also indicated on the agreement;
- g. third party: any other person, other than the holiday maker and/or his fellow holiday maker(s);
- h. agreed price: the fee paid for the use of the tourist site; here, using a price list, it must be stated what is not included in the price;
- i. information: written or electronically provided information on the use of the rented place and the camping means, the facilities and the rules concerning the stay;
- j. Disputes Committee: Recreation Disputes Committee in The Hague, composed by ANWB/Consumentenbond/ RECRON;
- k. cancellation means the written termination of the agreement by the holiday maker before the effective date of the stay.

**Article 2: Content of agreement** 

- 1. The entrepreneur shall place the agreed site at the disposal of the holiday maker for recreational purposes, i.e. not for permanent residence, for the agreed period of time; the latter thereby acquires the right to place thereon a camping means of the agreed type and for the persons indicated.
- 2. The entrepreneur shall be obliged to provide in advance to the holiday maker the written information on the basis of which the agreement is partly concluded. The entrepreneur shall always inform the holiday maker in time in writing of any changes therein.
- 3. If the information differs substantially from the information, as provided at the conclusion of the agreement, the holiday maker shall be entitled to cancel the agreement without costs.

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- 4. The holiday maker has the obligation to observe the agreement and the rules in the accompanying information. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him observe the agreement and the rules in the accompanying information.
- 5. In the event that the provisions of the agreement and/or the accompanying information conflict with the RECRON Terms and Conditions, the RECRON Terms and Conditions shall prevail. This does not affect the fact that the holiday maker and the entrepreneur may make individual additional agreements whereby these terms and conditions are deviated from in favour of the holiday maker.
- 6. The entrepreneur assumes, that the holiday maker enters into this agreement with the consent of his possible partner.

Article 3: Duration and expiration of the agreement

The agreement expires by operation of law after the expiration of the agreed period, without notice being required.

#### **Article 4: Price and price change**

- 1. The price is agreed on the basis of the then current rates established by the entrepreneur.
- 2. In the event that, after the determination of the price, because of an increase of charges on the side of the entrepreneur, additional costs arise as a result of an increase

of charges and levies that relate directly to the site, the camping means or the holiday maker, then these may be passed on to the holiday maker, even after the conclusion of the agreement.

#### **Article 5: Payment**

- 1. The holiday maker must make the payments in euros, unless otherwise agreed upon, respecting the terms agreed upon.
- 2. a. In the event that a booking has been made more than six weeks before the date of arrival and the holiday maker, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of two weeks after the written demand, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of the entrepreneur to demand full payment of the agreed price;
- b. In the event that a booking has been made six weeks or less before the date of arrival and the holiday maker has not or not adequately fulfilled his payment obligation, then the agreement shall be terminated by operation of law whereby the holiday maker shall owe a remuneration to the entrepreneur in accordance with article 6 paragraph 1. The entrepreneur must inform the holiday maker beforehand of the consequences of not timely payment.
- 3. If on the day of arrival the entrepreneur is not in possession of the total amount due, he shall be entitled to deny the holiday maker access to the grounds, notwithstanding the right of the entrepreneur to full payment of the agreed price.
- 4. The extrajudicial costs reasonably made by the entrepreneur, after notice of default, shall be at the expense of the holiday maker. In the event that the total amount has not been paid on time, the statutory interest rate shall be charged on the outstanding amount after written summons.

#### **Article 6: Cancellation**

1. In case of cancellation, the holiday maker shall pay a remuneration to the entrepreneur. This fee amounts to: in case of cancellation more than three months before the commencement date, 15% of the agreed price; in case of cancellation within three to two months before the commencement date, 50% of the agreed price; in case of cancellation within two to one month before the commencement date, 75% of the

agreed price; in case of cancellation within one month before the commencement date, 90% of the agreed price; in case of cancellation on the day of the commencement date, 100% of the agreed price.

the agreed price.

2. The remuneration shall be refunded pro rata, after deduction of administration costs, if the place is reserved by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur for the same period or part thereof.

#### Article 7: Use by third parties

- 1. Use by third parties of a camping means and/or the associated pitch is only permitted if the entrepreneur has given written permission.
- 2. The permission given may be subject to conditions, which must then be laid down in advance in writing.

#### **Article 8: Premature departure of the holiday maker**

The holiday maker owes the full price for the agreed upon rate period

# Article 9: Interim termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or a wrongful act

- 1. The entrepreneur may the agreement with immediate effective termination:
- a. If the holiday maker, fellow holiday maker(s) and/or third party/parties fail to comply with the obligations from the agreement, the rules in the accompanying information and/or the government regulations, in spite of prior written warning, does not or not adequately observe or comply and this to such a to such an extent that according to the standards of reasonableness and fairness the Entrepreneur cannot be required that the contract continues continued;
- b. In the event that the holiday maker, despite prior written warning, causes nuisance to the entrepreneur and/or fellow holidaymakers, or disrupts the good spoils the good atmosphere on or in the immediate vicinity of the grounds;
- c. In the event that the holiday maker, despite prior written warning, by using the site and/or his camping meansmeans contrary to the destination of the grounds;
- d. In the event that the camping means of the holiday maker does not meet generally recognized safety standards.
- 2. If the entrepreneur wishes interim cancellation and eviction, he must inform the

holiday maker thereof by letter handed over personally. This letter must point out to the holiday maker the possibility dispute to the Disputes Committee and on the term, as described in Article 14 paragraph 3, which has to be observed. must be observed. The written warning may in urgent cases omitted in urgent cases.

- 3. After termination, the holiday maker must see to it that his site and/or camping means is vacated and the grounds are left as soon as possible, but at the latest within 4 hours.
- 4. In the event that the holiday maker fails to vacate his site, then the entrepreneur shall be shall be entitled to vacate the site in accordance with article 10 paragraph 2.
- 5. The holiday maker shall in principle remain obliged to pay the agreed rate. pay. **Article 10: Clearance**
- 1. When the agreement has ended, the holiday maker must, at the latest on the last day of the agreed period, vacate the site and leave it completely cleaned up.
- 2. If the holiday maker does not remove his camping means, then the entrepreneur shall be shall be entitled, after written summons and observing a period period of seven days starting on the day of receipt, at the expense of the holiday maker. vacate the site at the expense of the holiday maker, notwithstanding the provisions of Article 9 paragraphs 2 and 3. Possible storage costs, in so far as reasonable, shall be at the expense of the holiday maker.

Article 11: Laws and regulations

- 1. The holiday maker shall ensure at all times that the camping means placed by him shall be camping means, both internally and externally, to all environmental and safety requirements meets all environmental and safety requirements that the government, or the entrepreneur within the framework of environmental measures for his company, to the camping means (may) be made. be imposed.
- 2. The entrepreneur has the obligation to comply with the provisions of the EFCO Charter, called 'Management of External Risks on Camping Companies', to be observed. observe. The contents of the Charter can be consulted on the publicly

accessible accessible part of the RECRONsite (www.recron.nl).

- 3. LPGinstallations are permitted on the site only if they are located in motor vehicles approved by the National Office for Highway Traffic.
- 4. If the recreant pursuant to municipal fire departmentregulations preventive measures, such as having on hand of an approved fire extinguisher, the recreationist must strictly

strictly comply with these regulations.

#### **Article 12: Maintenance and construction**

- 1. The entrepreneur is obliged the recreational area and the central facilities in a good state of repair.
- 2. The holiday maker shall be obliged to keep the camping means placed by him and the accompanying site in the same state of repair.
- 3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed on on the grounds, cut down trees, trim down bushes, install antennas antennas, put up fences or partitions, or construct constructions or other facilities of any kind at, on, under or around the camping device to place without prior written permission from the entrepreneur.
- 4. The holiday maker shall at all times remain responsible for keeping the mobile keeping of the camping means and of the inparagraph 3 mentioned provisions.

## Article 13: Liability

- 1. The statutory liability of the entrepreneur for other than injury and death damages is limited to a maximum of  $\leqslant$  455.000, per event. The entrepreneur is obliged to take out insurance.
- 2. The entrepreneur is not liable for an accident, theft or damage on his premises, unless this is the result of a shortcoming that can be attributed to the entrepreneur is to blame.
- 3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.

- 4. The entrepreneur is liable for failures in his part of the utilities, unless he can invoke force majeure or if these disturbances are related to the pipeline from the takeover point of the holiday maker.
- 5. The holiday maker shall be liable for failures in that part of the utilities calculated from the takeover point, unless there is case of force majeure.
- 6. The holiday maker shall be liable towards the entrepreneur for any damage that is caused by the acts or omissions of himself, the coholiday maker(s) and/or third(er), as far as it concerns damage that can be attributed to the holiday maker, the fellow holiday maker(s) and/or third party/parties.
- 7. The entrepreneur undertakes, after notification by the holiday maker of nuisance, which is caused by other recreationists, appropriate take appropriate action.

  Article 14: Dispute resolution
- 1. All disputes relating to the agreement shall be governed by Dutch Dutch law applies. Only the Disputes Committee or a Dutch court is competent to take cognizance of these disputes. Without prejudice to the provisions of paragraph 3, where the where the conditions speak of Disputes Committee, an appeal to the the civil court.
- 2. Disputes between the holiday maker and the entrepreneur about the conclusionrealization or the implementation of the agreement to which these terms and can be submitted by both the holiday maker and the entrepreneur to the Recreation be brought before the Recreation Disputes Committee, PO Box PO Box 90600, 2509 LP 'sThe Hague (visiting address: Bordewijklaan 46, 2591 XR 'sThe Hague). The Disputes committee only in the event that the holiday maker has submitted his complaint in writing to the entrepreneur complaint in writing to the entrepreneur within two weeks after it has arisen. submitted. Thereafter, the holiday maker must submit the dispute, not later than two months after he has submitted his complaint to the entrepreneur, in writing to the to the Disputes Committee, stating the following names and addresses of the holiday maker and the entrepreneur and a clear description of the dispute and the claim. When the holiday maker has brought the dispute to the Disputes Committee, then the entrepreneur shall be bound by bound by

this choice.

- 3. The Disputes Committee is not authorized to handle a dispute that relates to a complaint about illness, physical injury death or the nonpayment of an invoice on which no material complaint underlies.
- 4. If the entrepreneur submits a dispute to the Disputescommittee, the Disputes Committee will only deal with this dispute after the holiday maker has declared in writing within one month that he will submit submit to the decision of the Disputes Committee and has paid the possible owed (remaining) amount due to the Disputes deposited with the Disputes Committee.
- 5. If the recreant a dispute submits to the Disputescommittee, the Disputes Committee shall not consider this dispute until after the holiday maker has paid to the entrepreneur any (remaining) amount due.) amount owed to the entrepreneurcommittee. The holiday maker must deposit this amount within one month at a place indicated by the Disputes Committee. to to indicated account deposit. As the recreant does not timely has deposited, it is assumed that he does not wish to submit to the judgment of the Disputes Committee.
- 6. A fee is payable for handling a dispute.
- 7. For the handling of disputes reference is made to the Regulations Recreation Disputes Committee Regulations.

#### **Article 15: Compliance Guarantee**

- 1. RECRON shall fulfil the obligations of a RECRONmember towards the holiday maker, imposed on him in a binding opinion by the Disputes Committee, take over under the between RECRON and the Foundation Disputes Committee for Consumer Affairs, if the entrepreneur in question has not fulfilled them within the term set in the binding opinion has complied with them.
- 2. If the entrepreneur has submitted the binding opinion to the date thereof for review by the civil court, then any compliance with the binding advice is suspended, until the civil court has ruled.

3. For the performance bond to be applicable, it shall be required that the holiday maker appeals in writing to RECRON.

### **Article 16: Changes**

Amendments to the RECRONconditions can only be made in consultation with the consumer organisations, in this case represented by the ANWB and Consumers' Association.