

## **Terms and Conditions**

### **1. Scope of these Terms and Conditions**

- 1.1. These Terms and Conditions apply to all offers, booking requests, bookings and agreements concluded either directly or indirectly with TopParken Holding BV (hereafter TopParken) or its affiliates, and cover all the types of accommodation and camping pitches rented out by TopParken.
- 1.2. TopParken expressly rejects the application of any other terms and conditions.
- 1.3. There are no exceptions to these Terms and Conditions, unless otherwise agreed by all parties in writing.

### **2. Bookings**

- 2.1 TopParken only accepts booking requests from people aged eighteen (18) years or older. The renter must be eighteen (18) years of age or older, and present during the period booked. TopParken reserves the right to refuse a booking without having to give any reasons.
- 2.2 The agreement between TopParken and the renter becomes effective at the moment TopParken sends confirmation of the booking, this being the invoice, by post or email, provided that the renter receives the confirmation within ten (10) days.
- 2.3 The renter must check the accuracy of the booking confirmation, and TopParken must be immediately notified of any inaccuracies. If, within ten (10) days of making a booking, the renter is not in possession of a written confirmation and invoice, the renter must immediately contact the park reception. Failure to do so invalidates any claim related to the booking.
- 2.4 The renter must settle full or partial payment with TopParken within the period specified in the booking. If TopParken does not receive the agreed full or partial payment within the prescribed period, then TopParken is entitled to consider the booking cancelled. In such an event, TopParken may release the booked accommodation or pitch for rental to others, without further notice to the renter, and charge the renter for costs associated with failure to comply and cancellation.
- 2.5 The agreement covers the rental of accommodation and/or camping pitch and/or other facility, including the additional costs for recreational use, which by its nature is of short duration.

### **3. Alteration to the booking/agreement**

If the renter requests any alterations to the agreement after it is concluded, TopParken is not obliged to accept them. If TopParken does decide to accept an alteration, it is entitled to charge the renter a fee of at least € 15.00 per alteration.

### **4. Prices:**

- 4.1 The renter must pay TopParken the agreed rent and associated fees specified on the definitive booking confirmation.
- 4.2 The rent and associated fees for each park are specified on the pricelist and TopParken's various websites and site-specific websites. Prices on the definitive booking confirmation/invoice are binding.
- 4.3 Unforeseen, demonstrable price increases can be passed on to the renter. All prices specified in the pricelist are subject to change.
- 4.4 Any discounts do not apply to previously made bookings.
- 4.5 All prices include VAT according to the guidelines of the Dutch tax administration at the time of booking confirmation. Any changes in the VAT rate may be subsequently charged to the renter, and do not entitle the renter to cancel the booking.
- 4.6 All prices specified on the pricelist and websites include service charges for two people, tourist tax/park charges (depending on the municipality where the park is located) and Bronze-level internet, based on two people staying one night. Additional costs for a stay of more than one night are not initially shown, and neither is the fee for any change to a booking.
- 4.7 All prices specified on the pricelist and websites include water, gas, electricity, final cleaning, use of the facilities in the accommodation and the park, and one waste disposal token per stay. For stays longer than one week, one waste disposal token per week will be provided.

### **5. Payment:**

- 5.1 The renter must pay the deposit as specified on the booking confirmation/invoice within fourteen (14) days of booking. The balance must be paid six (6) weeks before arrival.
- 5.2 If a booking is made within six (6) weeks or less before arrival, the whole amount must be paid immediately.
- 5.3 If a booking is made ten (10) days before arrival, the entire amount must be paid to the park concerned in cash or by debit/credit card upon arrival.
- 5.4 The renter is not entitled to full or partial refund of the rent if the renter leaves before the agreed departure date.
- 5.5 If the renter does not appear on the agreed day of arrival, the renter must pay TopParken all the rent. TopParken is then entitled to collect the entire rent from the renter's credit card account.
- 5.6 If the payment term expires before the renter has fulfilled the renter's payment obligations, TopParken is entitled to cancel the booking and release the accommodation or pitch for rental to others, without further notice.
- 5.7 TopParken is entitled to terminate the agreement without further notice or judicial intervention being required, and the renter is liable for any damage suffered by TopParken, or which TopParken is liable to suffer in the future, in the following circumstances:
  - The total rent is not paid at the start of the rental period. This immediately implies failure to comply;
  - The deposit is not paid before the start of the rental period, or authorisation is not signed for this purpose;
  - The renter leaves the accommodation or pitch before the agreed departure date;
  - The renter fails to take possession of the accommodation or pitch before 17:00 on the first day of the rental period without having informed TopParken in good time of such late arrival.
  - TopParken claims compensation of the statutory rate plus a 4% surcharge on unpaid sums and/or damages from the time such amounts are due.
  - TopParken is entitled to reimbursement of statutory collection costs in the event of failure to pay any of its claims. To the extent that the renter is a consumer, the decision on compensation for extrajudicial collection costs is applicable. If the renter is not a consumer, but acting in the exercise of his or her profession or business, then TopParken may claim reimbursement of collection costs of up to 15% of the outstanding claim.
- 5.8 TopParken is always entitled to settle any claims against the renter for any reason whatsoever with sums paid by the renter for any reason whatsoever.

## **6. Changeover days/stay**

**6.1** The rented camping pitch can be taken into use between 13:00 and 17:00 on the agreed day of arrival as specified on the booking confirmation. The rented camping pitch must be vacated before 11:00 on the agreed day of arrival as specified on the booking confirmation.

**6.2** The rented accommodation can be taken into use between 15:00 and 17:00 on the agreed day of arrival as specified on the booking confirmation. The rented accommodation must be vacated before 10:00 on the agreed day of arrival as specified on the booking confirmation.

**6.3** From 09:00 on the day of departure, the park is entitled to conduct a final inspection in connection with the condition of the accommodation and the completeness of the inventory. On the day of departure, the renter must hand in any keys, gate passes and straps. The park reserves the right to deduct any shortcomings or damages from the deposit.

**6.4** The park must be informed of any different arrival and departure times. Late checkout may result in the renter being charged an extra sum.

**6.5** Upon arrival, the renter will receive an information package about the park and accommodation or camping pitch.

## **7. Deposit:**

**7.1** On arrival at the park, the renter must either leave a deposit at the reception or written authorisation for its collection. TopParken determines how the deposit should be paid by the renter. The deposit is € 350.

**7.2** The deposit serves as security for TopParken for any damages or extra costs in the broadest sense which TopParken might suffer as a result of non-fulfilment of the obligations of the renter and those accompanying the renter. Any damage that occurs to the accommodation or pitch during the rental period will be deducted from the deposit. Extra costs, such as additional cleaning due to excessive dirt, can also be deducted from the deposit.

**7.3** TopParken will return a cash deposit to the renter after final inspection of the accommodation or pitch, and after deduction of any damages or extra costs. If the deposit is not sufficient to cover the damages and costs, these damages and extra costs will be subsequently charged to the renter by TopParken.

**7.4** The authorisation will be cancelled by TopParken if no damage or extra costs are found during the final inspection of the accommodation or pitch. If damage or extra costs are found during the final inspection of the accommodation or pitch, the costs will be debited from the renter's account. The amount deducted will never exceed the amount of the authorisation. If the deposit is not sufficient to cover the damages and costs, TopParken will subsequently charge these damages and extra costs to the renter.

## **8. Park rules**

**8.1** Guests must comply with the park rules. TopParken is entitled to demand that the renter and his or her companions immediately leave the park if the park rules are broken or instructions from staff are not complied with. In such an event, the renter will have no right to restitution of any part of the rent or return of the deposit.

**8.2** When checking in, TopParken is entitled to request the renter to show a valid ID card. TopParken is entitled to deny access to the park and accommodation or pitch to renters who cannot identify themselves.

**8.3** TopParken is entitled to make changes to the set-up and opening times of the facilities of the parks. The renter must allow necessary maintenance to be carried out in or on the accommodation during the rental period. The renter is not entitled to compensation for this. The necessity of the maintenance is at the discretion of TopParken. During the stay, the renter must also tolerate any work required on the facilities of the park.

**8.4** The renter must at all times permit TopParken employees (management) direct access to the rented accommodation. If there is flexibility to consult on this matter, these consultations will be between the renter and TopParken staff.

**8.5** The renter will use the accommodation or pitch exclusively for a holiday stay, and neither the renter nor his or her fellow occupants may register in the municipal administration using the address of the TopParken park.

**8.6** The rented accommodation may be accessed by the renter on the handing over of the keys. The keys are only handed over if the full rental fee and all additional costs have been paid to TopParken. The renter must hand in the keys, gate passes etc. to the park reception on the agreed date of departure before 10:00 (accommodation) and 11:00 (pitch).

**8.7** The renter may not cede use or rental of the accommodation or pitch to third parties, nor allow more people to sleep there than specified when booking and specified on the booking confirmation. TopParken is entitled to terminate the agreement immediately and without legal intervention if it finds that the agreed number of people is exceeded.

**8.8** The renter is obliged to use the accommodation and its inventory carefully, and to take proper care of them. Any damage to the accommodation caused by the renter or fellow occupants must be reported to TopParken by the renter before departure. If possible, TopParken will settle this directly with the renter.

**8.9** The renter is obliged to properly lock the accommodation during any absence from it. TopParken will charge the renter for any damage resulting from the neglect of this obligation.

**8.10** Smoking is not permitted anywhere in the accommodation, except where indicated. If the renter smokes in non-smoking accommodation, then TopParken will deduct € 250 from the deposit to cover the cost of cleaning the accommodation.

**8.11** It is not permitted to use any appliances for heating, cooking or washing in the accommodation other than those already provided by TopParken.

**8.12** On the day of departure, the renter must do the following: remove bedding, set the refrigerator to 1, turn off the lights, turn the thermostat to 15 °C and properly lock windows and doors. On the day of departure, the renter must leave the accommodation neat and tidy and swept clean

## **9. Pets**

**9.1** Depending on the accommodation, you may bring your pets (maximum 2 pets per accommodation unit or pitch).

**9.2** When booking, the renter must indicate if pets will be brought. The prices for bringing pets are shown on both the price list and the booking confirmation/invoice.

**9.3** The renter must respect any instructions in the park. Pets must not cause any nuisance to other guests in the park, and must relieve themselves in the places designed for the purpose.

## **10. Force majeure**

There is force majeure on the part of TopParken if fulfilling the agreement, in whole or in part, is temporarily or permanently prevented by circumstances beyond the control of TopParken, including but not limited to strikes, blockades, fire and other disruptions or events. TopParken is entitled to offer the renter an equivalent substitute accommodation unit or camping pitch if the rented accommodation or pitch becomes unavailable due to force majeure or other circumstances. In such circumstances, the renter can never sue TopParken.

## **11. Liability**

**11.1** TopParken accepts no liability for theft, including theft from locks or lockers, or the loss of property or damage to property or persons, of whatever nature, during or as a result of a stay at a TopParken park.

**11.2** TopParken accepts no liability if a renter's expectations of a stay at a TopParken park are not met.

**11.3** TopParken accepts no liability for damage or injury to property or persons as a result of a stay on the site of a TopParken park, or resulting from the use of facilities in the park.

**11.4** TopParken is not liable for damages resulting from noise caused by third parties.

**11.5** TopParken is not liable for damages resulting from information provided verbally or over the phone by its employees.

**11.6** TopParken is not liable for any facilities or services failing or being unfinished.

**11.7** It may be the case that some or all of the park facilities have limited opening hours or are closed during certain weeks of the year. TopParken recommends that renters ask if all facilities are available in a given period when making a booking. This will prevent any disappointment on arrival at the park.

**11.8** The renter and his or her companions are jointly and severally liable for all losses and damages to the accommodation or pitch and other property of TopParken (or caused to owners of private property) arising during the rental period. This is regardless of whether the damage is caused by acts or omissions of the renter, his or her companions, pets, or third parties who are in the park because of the renter.

**11.9** The renter is obliged to pay any additional expenses incurred as a result of incorrect use or failure to leave the accommodation or pitch in correct condition. This provision includes, but is not limited to, leaving behind excessive dirt or waste. TopParken may deduct these additional costs from the deposit.

**11.10** The renter declares that he or she is familiar with the location, furnishings and decent condition of the rented accommodation on the basis of supplied written information, etc.

**11.11** The design and layout of different accommodation units may vary.

## **12. Complaints**

Despite the care and effort taken by TopParken, complaints may still arise. Complaints must be reported immediately to the park reception. If a complaint cannot be resolved, or not resolved satisfactorily, the renter will be asked to put the complaint into writing during the rental period.

## **13. Cancellation conditions**

If there is no cancellation insurance, or cancellation insurance but no valid reasons for cancellation (no cover), the following cancellation conditions apply: The fees payable by the renter to TopParken in the event of cancellation are as follows:

- a. cancellation more than 93 days before arrival, 15% of the total rental price;
- b. cancellation between 62 to 93 days before arrival, 50% of the total rental price;
- c. cancellation between 31 to 62 days before arrival, 75% of the total rental price;
- d. cancellation between 1 to 31 days before arrival, 90% of the total rental price;
- e. cancellation on the day of arrival or early departure, 100% of the total rental price.

## **14. Price overview**

Booking fees for an accommodation unit: € 22.00 per booking in advance, or € 10.00 for a booking made at reception on arrival. Booking fee for a pitch: € 15.00 per booking in advance, or € 7.50 for a booking made at reception on arrival. Alteration fee: € 15.00 (administration fee for changes to bookings already made). Fee for special preference bookings: € 15.00 for an accommodation unit and € 7.50 for a pitch. Renters must also pay park charges, tourist tax and service charges.

## **15. Photos and videos**

If renters, those who accompany him or her, or those in the park because of the renter happen to appear in a photo or video taken for an image in a TopParken publication or display on a TopParken website, then it is assumed that the person concerned authorises use of the photo or video in the publication or website, even if the person is recognisable.

## **16. General information**

**16.1** Obvious printing errors are not binding on TopParken. These terms and conditions supersede all previous publications.

Where these conditions refer to a stay, it means in an accommodation unit or on a camping pitch. Where these conditions refer to an accommodation unit, it means a chalet, cottage, bungalow, flat or hut.

**16.2** All agreements between the renter, TopParken and its parks are governed by Dutch law.