



TOPPARKEN RENTAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

1. Definitions and interpretation

1.1. In these Terms, the capitalised terms have the following meanings:

Accommodation:	an accommodation, such as a bungalow, chalet, holiday home or flat, safari tent, pitch or other facilities for recreational use for a short duration.
Additional Costs:	all additional costs other than the Rental Price, including reservation fees, costs for bed linen and made beds, final cleaning and costs for so-called upgrades or other packages.
Agreement:	the agreement concluded between Landlord and Tenant for the rental or provision of the Accommodation, as described in clause 4.
Arrival date:	the first day of the rental period for which the Parties enter into the Agreement.
Departure date:	the last day of the rental period for which the Parties have entered into the Agreement.
Deposit:	the amount requested by the Landlord as security.
Force majeure:	has the meaning as defined in article 6:75 of the Dutch Civil Code, that includes, with regard to the Landlord's performance, a failure to perform arising from (a) any law or measure imposed by a public authority, such as an import restriction, quota or ban, or the failure to grant a necessary licence or authorization; (b) fire, explosions, accidents, epidemics or pandemics, (c) labour disputes, commercial disputes or strikes, (d) a failure on the part of a supplier or subcontractor of the Landlord, and (e) the actions of an owner of the Accommodation.
Group Company:	any legal entity affiliated with TopParken Holding B.V. (with its registered office at Immenweg 15, 6741 KP in Lunteren, the Netherlands and registered with the Dutch Chamber of Commerce under number 09147886) in a group as referred to in article 2:24b of the Dutch Civil Code. This means an economic unit in

	which legal entities are organizationally associated under central management.
Landlord:	the Group Company (usually the Park in question) as mentioned in the Agreement.
No-Show:	the Tenant's failure to occupy Accommodation by 5.00 pm on the Arrival Date, without the Tenant having given the Landlord timely notice that the Accommodation will be occupied later during the stay as described in clause 8.2.
Park:	the holiday park or the location where the Accommodation is located.
Parties:	the Landlord and the Tenant jointly; each is also referred to individually as Party.
Rental Price:	the price agreed for the recreational use of the Accommodation.
Reservation:	the placing of a booking by the Tenant for the rental or use of an Accommodation with the Landlord.
Tenant:	the legal entity, partnership or natural person acting in the course of a profession or business, who enters into an Agreement with the Landlord regarding the rental and/or use of the Accommodation.
Terms:	these TopParken general terms and conditions for business customers.
Total Amount:	the Rental Price and the Additional Costs jointly.
Users:	all persons authorized by or on behalf of the Tenant to use the Accommodation. This includes, but is not limited to, employees, contractors and other business associates of the Tenant, or other auxiliary persons of the Tenant, regardless of whether they are subordinate or non-subordinate to the Tenant.
Website:	the website of TopParken Holding B.V. or one of its affiliated Group Companies.

1.2. Unless otherwise provided in these Terms:

- a) "written" or "in writing" shall also mean communication by e-mail;
- b) a reference to a "clause" shall be deemed to be a clause in these Terms;
- c) terms and dates shall be deemed to be strict deadlines;
- d) a reference to a person shall be deemed to be a reference to a natural person, a partnership or a legal entity; and
- e) a definition written in the singular also includes the plural and vice versa.

- 1.3. These Terms have been translated into multiple languages for convenience. In the event of any inconsistency or discrepancy between the Dutch version and a translation of these Terms, the Dutch version shall prevail and be binding.

2. Applicability

- 2.1. These Terms apply to all Reservations and Agreements. Landlord advises Tenant to save a copy of these Terms for later reference.
- 2.2. Amendments to these Terms shall only be valid if agreed between the Parties in writing.
- 2.3. Reservations made by tenants who are natural person acting in private capacity, are subject to other general terms and conditions than these Terms.

3. Reservations

- 3.1. Reservations can be placed by the Tenant via the Website or by telephone by or on behalf of the Tenant.
- 3.2. The Tenant must ensure that, during the period of stay, a person authorised to represent the Tenant is present in the Accommodation. This designated person shall also act as the point of contact for the Landlord and the Park's reception.
- 3.3. The Landlord reserves the right to refuse Reservations, without giving further reasons. It is possible that (part of) the facilities at the Park may be open and/or closed on a limited basis during certain weeks of the year. The Landlord strives to inform the Tenant about this as much as possible via the Websites. To ensure that all facilities are accessible during a certain period, the Landlord advises the Tenant to check this when placing the Reservation. This avoids possible disappointment on arrival at the Park.

4. Conclusion of the Agreement

- 4.1. The Agreement between the Parties comes into effect when the Landlord confirms the Reservation to the Tenant in writing.
- 4.2. The Tenant must carefully check the confirmation of the Reservation for any inaccuracies. Any inaccuracies must be communicated in writing to the Landlord immediately. The Tenant remains responsible for any inaccuracies in the Reservation.
- 4.3. If the Tenant has not received written confirmation of the Reservation within ten (10) days of placing it, the Tenant must contact the Park's reception immediately. Without confirmation of the Reservation, it cannot be invoked.
- 4.4. The Landlord advises the Tenant to also check the "spam/junk mail" folder for receipt of the confirmation of the Reservation, in case the confirmation unexpectedly ended up there.

4.5. No right of withdrawal (also referred to as the “cooling-off period”) applies to the Agreement. and the Tenant has no right to terminate or cancel the Agreement prematurely. Unless otherwise stipulated in these Terms, the Agreement is therefore final.

5. Prices

5.1. The Tenant shall owe the Rental Price and Additional Costs to the Landlord as stated in the Agreement. All amounts quoted are exclusive of VAT, unless expressly stated otherwise.

5.2. In addition to the charges set out in clause 5.1, an additional fee may be charged on site for the use of supplementary facilities within the relevant Accommodation (for example, air conditioning, a decorative fireplace or a sauna).

5.3. The Landlord is entitled to increase the agreed Rental Price and/or the Additional Costs if the increase is due to of changes in taxes (such as VAT or tourist tax), levies or other government measures, or to demonstrable increases in costs directly related to the performance of the Agreement.

5.4. Obvious mistakes and/or slipups in the offer, the Reservation and/or the Agreement, including price indications on the Websites, do not bind the Landlord.

5.5. In the event of an obvious error or clerical error, the Landlord is entitled to rescind the Agreement (or have it rescinded), cancel it or adjust the price. The Landlord shall notify the Tenant of this in writing as soon as possible. If, in such a case, the Tenant does not wish to agree to the adjusted price, the Tenant has the right to rescind the Agreement free of charge.

6. Payments

6.1. Unless otherwise provided in the Agreement, the Tenant shall pay 30% of the Total Amount to the Landlord immediately after conclusion of the Agreement. The remaining 70% of the Total Amount shall be paid by the Tenant no later than six (6) weeks prior to the Arrival Date.

6.2. If the Agreement is concluded within six (6) weeks before the Arrival Date, the Tenant shall pay the Total Amount to the Landlord immediately after the conclusion of the Agreement.

7. Security deposit

7.1. The Landlord reserves the right to require a Deposit from the Tenant. If the Landlord wish to exercise this right, the Tenant will be informed in writing or by telephone prior to the Arrival Date.

7.2. The Deposit serves as security against damage caused by or on behalf of the Tenant or the Users and/or additional costs owed by the Tenant or the Users due to breach of the

Agreement, wrongful act or any other grounds. Without prejudice to all other rights and claims of the Landlord, any damage caused by or on behalf of the Tenant or the Users and/or any additional costs owed shall be set off by the Landlord against the Deposit.

- 7.3. The (remaining) Deposit shall be refunded by the Landlord to the Tenant within fifteen (15) working days at the latest. If determining the extent of the damages requires further investigation, the Landlord is entitled to defer the refund of the (remaining) Deposit until such determination has been made

8. Arrival and departure

- 8.1. The times for check-in on the Arrival Date and the times for check-out on the Departure Date are stated in the Agreement.
- 8.2. The Tenant must timely inform the Landlord of different arrival and departure times (no later than 5:00 p.m. on the Arrival Date) by contacting the Park's reception in writing or by telephone. Alternatively, the guest services at verhuur@topparken.nl may be contacted in writing or by telephone.
- 8.3. In case of a No-Show, the Tenant remains liable for 100% of the Total Amount (including tourist tax).
- 8.4. The Accommodation is made available to the Tenant (and the Users) by handing over the keys. This will only take place when the Total Amount and the Deposit (if applicable) have been paid in full by the Tenant.
- 8.5. The Accommodation and its inventory are deemed to have been made available to the Tenant in a clean condition and free from defects on the Arrival Date.
- 8.6. The exterior, furnishing and layout of the Accommodations may vary.
- 8.7. Any complaints about the cleaning of the Accommodation and/or the state of the inventory must be reported to the Park's reception within two (2) hours of check-in or, alternatively, by means of an online system provided by the Landlord.
- 8.8. For the avoidance of doubt, it is noted that the Tenant is not entitled to a refund if the Tenant (or any User) leaves before the agreed Departure Date.
- 8.9. On the Departure Date before the agreed check-out time, the Tenant and the Users shall return the keys, the entry pass, the straps and other items provided by the Landlord to the Park's reception. In the event of late check-out on the Departure Date, an additional fee may be charged to the Tenant.
- 8.10. Tenant must check out no later than the agreed check-out time on the Departure Date:
- a) cleaning out the dishwasher;
 - b) switch off the lighting;
 - c) close windows and doors tightly;
 - d) return the furniture to its original place;
 - e) leave orderly and broom-clean condition; and
 - f) dispose of the waste to the designated location (waste disposal area) at the Park.

8.11. Landlord reserves the right to carry out a final check on the Departure Date regarding the condition of the Accommodation and the completeness of the inventory.

9. Obligations of Tenant

9.1. Tenant and its Users must be able to identify themselves at check-in with a valid identification document and complete the full guest list. The Landlord is entitled to deny access to the Park and the Accommodation to the Tenant and/or its Users who cannot identify themselves and/or do not wish to complete the full guest list.

9.2. The Tenant and the Users are obliged to use the Accommodation and its inventory with care and to treat the Accommodation, its inventory and the facilities at the Park with due diligence.

9.3. The use of all facilities available to the Tenant in the Accommodation (such as internet) and at the Park (such as any wellness facilities) is subject to fair use. Landlord reserves the right to attach further conditions to this which it will communicate to the Tenant and which the Tenant must sign for.

9.4. The Tenant shall use the Accommodation exclusively as a holiday home (for recreational purposes), and the Tenant and/or its Users may not use the address of the Accommodation or the Park as a residential or postal address and/or register this with the authorities in the registers.

9.5. The Tenant may not sublet and/or transfer the use of the Accommodation to third parties other than the Users, or allow more people to stay overnight in it than is stated in the Agreement. The Landlord has the right to rescind the Agreement immediately (or have it rescinded) if the Landlord observes that the agreed number of persons in the Accommodation is exceeded.

9.6. The Tenant and/or the Users shall not:

- a) smoke in the Accommodation. If the Tenant or any of its Users smokes, the Landlord will charge and/or deduct an amount of EUR 250.00 from the Deposit to cover the costs of cleaning the Accommodation,
- b) use drugs, carry out acts in breach of the Dutch Opium Act or the Dutch Weapons and Ammunition Act, and/or to commit other criminal offences within the Accommodation or on the Park;
- c) use the Accommodation or the Park for the purpose of offering and/or engaging in prostitution, escort services or other forms of sexual services; and/or
- d) place and/or use any appliances for heating, cooking and washing purposes in the Accommodation other than those provided by the Landlord.

9.7. The Tenant and its Users must comply with the other Park rules which will be made available to the Tenant and the Users by means of a QR code

9.8. The Landlord is entitled to immediately remove the Tenant and/or its Users from the Park or have them removed if these Terms and/or Park rules are violated and/or if the instructions of the Landlord's personnel are not followed. In that case, the Tenant is not

entitled to a refund of (part of) the Total Amount and/or - in the event of damage - a refund of the Deposit.

9.9. The Tenant and its Users are obliged to properly lock the Accommodation at all times when absent.

10. Maintenance of the Accommodation and the Park and access to the Accommodation

10.1. The Landlord reserves the right to make changes to the set-up and opening hours of the Park's facilities. The Tenant and the Users shall allow necessary maintenance to take place in, on and around the Accommodation during the period of stay, without the Tenant and/or the Users being entitled to claim any compensation. The necessity of the maintenance is at the Landlord's discretion.

10.2. The Tenant and the Users will have to tolerate that during their stay work can be carried out with regard to the Accommodation, the Park and the facilities located there.

10.3. The Tenant and the Users must allow the Landlord's staff direct access to the Accommodation at all times. The Landlord strives - where possible - to enter the Accommodation in consultation with the Tenant and/or the Users.

11. Dogs

11.1. Depending on the Accommodation, the Tenant is allowed to bring a maximum of two (2) dogs to the Accommodation.

11.2. The Tenant must specify at the time of Reservation whether and how many dogs will be brought. The costs associated with the stay of dogs are stated in the confirmation of the Reservation.

11.3. If the Tenant fails to indicate in the Reservation, or no later than on arrival, that dogs are to be brought along and the Landlord finds out that the Tenant is bringing along a dog, the Tenant will owe an additional fee in the amount of EUR 50.00 per dog on top of the daily dog surcharge still to be paid.

11.4. The Tenant and the Users must follow any instructions given by the Landlord regarding dogs on the Park.

11.5. Dogs must not cause a nuisance to other guests and must be kept on a lead at all times unless otherwise indicated. The possessor of a dog is liable by law for any damage caused by that dog.

12. Termination by the Landlord

12.1. The Landlord is entitled to cancel the Agreement if the Landlord has a valid reason to do so. Without prejudice to the Tenant's other rights and claims, the Landlord shall, in such a case, offer the Tenant a suitable alternative.

- 12.2. Without prejudice to its other rights and claims under the Agreement or by law, the Landlord has the right to rescind or cancel the Agreement, in whole or in part, if:
- a) Tenant fails to pay the Total Amount to the Landlord on time;
 - b) Tenant fails to pay the Deposit to the Landlord on time;
 - c) Tenant leaves the Accommodation early; and/or
 - d) there is a No-Show.
- 12.3. To the extent required by law, the Landlord shall not do so until after a written notice of default to the Tenant, and the Tenant still defaults on payment and/or the other performance within a reasonable period as stated in the notice of default.

13. Limitation of liability

- 13.1. Subject to the other provisions of this clause 13, the Landlord shall not be liable for:
- a) theft (including theft from safes or lockers) and loss of or damage to property or persons of any kind during or as a result of a stay at the Park;
 - b) the fact that the Accommodation does not meet expectations that the Tenant or the Users had of it;
 - c) damage or injury caused to property or persons (including Users) as a result of a stay in the Accommodation and/or at the Park or caused by the use of the facilities present at the premises;
 - d) damage arising from noise nuisance caused by third parties;
 - e) loss of profit, lost savings, indirect damage or consequential damage; and/or
 - f) the disabling and/or disuse of facilities and/or features at the Park.
- 13.2. The Landlord's total liability, on any grounds whatsoever, for damage other than that described in clause 13.1 is at all times limited to half the Rental Price.
- 13.3. Nothing in these Terms limits or excludes the Landlord's liability for damage which:
- a) arises from intent or wilful recklessness on the part of the Landlord or its managerial staff; or
 - b) may not be limited or excluded under mandatory law.
- 13.4. The provisions of this clause and all other limitations and exclusions of liability set out in these Terms shall also apply for the benefit of (i) any Group Company and (ii) all persons engaged by the Landlord in the performance of the Agreement. This section constitutes an irrevocable third-party stipulation for the benefit of all the persons referred to above. The applicability of article 6:254 of the Dutch Civil Code is hereby excluded.

14. Joint and several liability

- 14.1. The Tenant guarantees that the Users shall adhere to the obligations under the Agreement (including these Terms).

- 14.2. The Tenant is (jointly and severally) liable for all acts of the Users as if it were its own act and for all damages to the Accommodation, the Park and/or other property of the Landlord (and/or the owner of the Accommodation), arising during the stay in the Accommodation and/or on the Park or during the term of the Agreement respectively, which is attributable to the Tenant and/or the Users. This applies regardless of whether the damage is the result of the actions of the Tenant, the Users, their dogs and/or third parties who are present in the Accommodation and/or on the Park on account of the Tenant and/or any User.
- 14.3. The Tenant and the Users are obliged to report any damage immediately and, in any event, no later than the Departure Date to the Park's reception.
- 14.4. The Tenant is obliged to pay all extra costs the Landlord that arise as a result of not using or not leaving the Accommodation properly. Without prejudice to the Landlord's other rights and remedies, the Landlord may set off these additional costs against the Deposit.
- 14.5. The Tenant shall indemnify the Landlord against all legal claims by Users arising from or in connection with a breach of the obligations of the Tenant and the Users under the Agreement (including these Terms).

15. Force Majeure

- 15.1. A Party that is prevented, hindered or delayed in the performance of any of its obligations under the Agreement as a result of Force Majeure shall not be in breach of, nor otherwise liable for, any such failure or delay in the performance of such obligations.
- 15.2. The term or time for the performance of such obligations under the Agreement shall be extended accordingly.

16. Complaints

- 16.1. Despite the Landlord's care and efforts, complaints may arise. Complaints should be reported immediately to the Park's reception or, alternatively, via an online system provided by the Landlord.
- 16.2. If a complaint cannot be remedied or is not satisfactorily resolved, the Tenant is requested to submit the complaint in writing via the complaint form at: <https://www.topparken.nl/klachten>.
- 16.3. All claims and claims of the Tenant against the Landlord, on any grounds whatsoever, shall lapse twelve (12) months after the Departure Date. After the expiry of such period, the Tenant can no longer assert any rights against the Landlord.

17. Governing law and disputes

- 17.1. The Agreement between the Landlord and the Tenant is governed by and construed in accordance with the laws of the Netherlands.

17.2. Any disputes arising from or in connection with the Agreement shall be submitted exclusively to the competent court in Arnhem, the Netherlands.