



## **TOPPARKEN RENTAL TERMS AND CONDITIONS**

### **1. Definitions and interpretation**

#### **1.1. In these Terms, definitions written with a capital letter shall have the following meaning:**

**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 fee, 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 enter into the Agreement.

**Deposit:** the amount requested by the Landlord as security.

**Group Company:** any legal entity associated with the Landlord in a group as referred to in article 2:24b of the Dutch Civil Code, i.e., an economic unit in which legal entities are organizationally associated under central management.

**Landlord:** TopVakanties B.V., located at Immenweg 15, 6741 KP in Lunteren, the Netherlands and registered with the Dutch Trade Register under number 51740893, or any of its Group Companies as mentioned in the Agreement.

**No-Show:** the Tenant's failure to occupy the Accommodation before 5:00 p.m. 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 9.2
Park:	the holiday park or location where the Accommodation is located.
Parties:	the Landlord and the Tenant jointly, each separately also referred to 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.
Terms:	these TopParken rental terms and conditions.
Tenant:	the natural person (acting in private capacity and not acting in the exercise of a profession or business) who concludes an Agreement with the Landlord regarding the rental and/or use of the Accommodation.
Total Amount:	the Rental Price and the Additional Costs jointly.
Website:	the website of Landlord or any 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; and
- d) 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 not natural person acting in private capacity, but, for example, a legal entity or a limited partnership, 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, by phone and/or at a Park's reception.
- 3.2. The Landlord only accepts Reservations from persons of eighteen years and older.
- 3.3. The Tenant must be present in the Accommodation during the stay.
- 3.4. The Landlord reserves the right to refuse Reservations, without giving further reasons.
- 3.5. 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. 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. Landlord advises 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. 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 prices and charges mentioned are inclusive of VAT (if applicable).
- 5.2. In addition to the Rental Price and the Additional Costs, additional facilities within the specific Accommodation (e.g., air-conditioning, atmospheric fireplace or sauna) may be subject to an additional fee on site for their use.
- 5.3. The Landlord shall be entitled to increase the agreed Rental Price and/or Additional Rent if the increase is due to 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. If the price increase occurs within three (3) months after the conclusion of the Agreement, the Tenant has the right to rescind the Agreement free of charge.
- 5.5. 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.
- 5.6. If there is an obvious mistake or slipup, the Landlord shall be entitled to rescind the Agreement or adjust the price. The Landlord shall inform the Tenant of this in writing as soon as possible. If in that 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 the conclusion of the Agreement. The remaining 70% of the Total Amount shall be paid by the Tenant at the latest within 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. Landlord reserves the right to require a Deposit from the Tenant. If the Landlord wishes to exercise this right, the Tenant will be informed in writing prior to the Arrival Date.
- 7.2. The Deposit shall serve as security for damages caused by or on behalf of the Tenant and/or additional costs payable by the Tenant on account of failures to perform the Agreement, wrongful act or any other ground. Any damages caused by the Tenant and/or additional costs payable by the Tenant shall be offset 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.

## 8. Cancellation of the Agreement

8.1. The Tenant has the right to cancel the Agreement against payment of the following cancellation fees to the Landlord:

- a) for cancellation from ninety-three (93) days before the Arrival Date: 15% of the Rental Price and the full reservation fee;
- b) in case of cancellation from sixty-two (62) to ninety-three (93) days before the Arrival Date, 50% of the Rental Price and the full reservation fee;
- c) for cancellation from thirty-one (31) to sixty-two (62) days before the Arrival Date: 75% of the Rental Price and the full reservation fee;
- d) for cancellation from one (1) to thirty-one (31) days before the Arrival Date: 90% of the Rental Price and the full reservation fee;
- e) If cancelled on the Arrival Date: 100% of the Total Amount (excluding already paid tourist tax).

8.2. Except in the case of cancellation on the Arrival Date by the Tenant (in which case all Additional Costs will be charged), the Additional Costs – with the exception of the reservation fee – will not be charged in the event of earlier cancellation, or if already (partly) paid by the Tenant, will be (partly) refunded to the Tenant.

8.3. The Tenant must notify cancellations by e-mail to Landlord at the e-mail address: [verhuur@topparken.nl](mailto:verhuur@topparken.nl)

8.4. Upon receipt of the cancellation, the Landlord will cancel the Agreement and issue a cancellation invoice. This cancellation invoice will state how much the Tenant still owes the Landlord or how much the Landlord will credit from the amount already paid by the Tenant.

8.5. For the avoidance of doubt, it is noted that any Deposit already paid will also be refunded to the Tenant, unless the Landlord is entitled to set off a claim against the Tenant with it (in part) in which case the remaining part of the Deposit will be refunded to the Tenant.

## 9. Arrival and departure

9.1. The times for check-in on the Arrival Date and the times for check-out on the Departure Date are stated in the Agreement.

9.2. 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](mailto:verhuur@topparken.nl) may be contacted in writing or by telephone.

- 9.3. In case of a No-Show, the Tenant remains liable for 100% of the Total Amount (including tourist tax).
- 9.4. The Accommodation is made available to the Tenant 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.
- 9.5. 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 the so-called *Instay survey* to be completed by the Tenant upon arrival.
- 9.6. For the avoidance of doubt, it is noted that the Tenant is not entitled to a refund if the Tenant leaves before the agreed Departure Date.
- 9.7. On the Departure Date before the agreed check-out time, the Tenant 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.
- 9.8. 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.
- 9.9. 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.
10. Obligations of Tenant
  - 10.1. The Tenant is obliged to use the Accommodation and its inventory with care and to treat the Accommodation, its inventory and facilities at the Park with due diligence.
  - 10.2. 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.
  - 10.3. The Tenant may not assign the Accommodation to third parties for rent and/or use, or allow more persons to stay overnight in it than stated in the Agreement. The Landlord has the right to rescind the Agreement immediately and without court intervention, if the Landlord observes that the agreed number of persons in the Accommodation is exceeded.

- 10.4. The Tenant shall use the Accommodation exclusively as holiday accommodation and the Tenant and/or its co-occupants shall never register in the municipal personal records database (GBA) at the address of the Park.
- 10.5. Tenant and its co-occupants must comply with the Park rules which will be made available to the Tenant by means of a QR code.
- 10.6. The Landlord is entitled to immediately remove the Tenant and/or its co-occupants from the Park or have them removed if these 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.
- 10.7. Tenant and its co-occupants 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 co-occupants who cannot identify themselves and/or do not wish to complete the full guest list.
- 10.8. Smoking is not permitted in the Accommodation. If the Tenant and/or its co-occupants smoke in the Accommodation, the Landlord will charge and/or deduct an amount of EUR 250.00 from the Deposit to cover the cost of cleaning the Accommodation.
- 10.9. It is not permitted to place and/or use any appliances for heating, cooking and washing purposes in the Accommodation other than those provided by the Landlord.
- 10.10. The Tenant is obliged to properly lock the Accommodation at all times when absent.
11. Maintenance of the Accommodation and Park and access to the Accommodation
  - 11.1. The Landlord reserves the right to make changes to the set-up and opening hours of the Park's facilities. The Tenant will allow necessary maintenance to take place in, on and around the Accommodation during its stay, without the Tenant being entitled to claim any compensation. The necessity of the maintenance is at the Landlord's discretion.
  - 11.2. The Tenant will have to tolerate that during its stay work can be carried out with regard to the Accommodation, the Park and the facilities located there.
  - 11.3. The Tenant must allow Landlord's personnel direct access to the Accommodation at all times. The Landlord strives - where possible - to enter the Accommodation in consultation with the Tenant.
12. Dogs
  - 12.1. Depending on the Accommodation, the Tenant is allowed to bring a maximum of two (2) dogs to the Accommodation.

- 12.2. 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.
- 12.3. 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.
- 12.4. The Tenant must follow any instructions given by the Landlord regarding dogs on the Park.
- 12.5. 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.

### 13. Dissolution by the Landlord

- 13.1. Without prejudice to its other rights and claims under this Agreement or the law, the Landlord has the right to rescind the Agreement without judicial intervention if:
  - a) fails to pay the Total Amount to the Landlord on time;
  - b) fails to pay the Deposit to the Landlord on time;
  - c) Tenant leaves the Accommodation early; or
  - d) there is a No-Show.
- 13.2. 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.

### 14. Liability

- 14.1. The exterior, furnishing and layout of the Accommodations may vary.
- 14.2. Subject to the provisions of clause 14.3, 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 had of it;
  - c) damage or injury caused to property or persons 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; or
  - e) the disabling and/or disuse of facilities and/or features at the Park.
- 14.3. Nothing in these Terms limits or excludes the Landlord's liability for damages that:



- a) resulted from intent or wilful recklessness of the Landlord or its managerial staff;  
or
  - b) may not be limited or excluded under mandatory law.
- 14.4. The Tenant is (jointly and severally) liable for all damage to the Accommodation, the Park and/or other property of the Landlord (and/or the private owners of the Accommodations) caused during the stay at the Park or the duration of the Agreement respectively. This applies regardless of whether the damage is the result of the actions of the Tenant, its co-occupants, its dogs and/or third parties who are in the Accommodation or on the Park on account of the Tenant.
- 14.5. The Tenant is obliged to report any damage immediately and in any case no later than the Departure Date to the Park's reception.
- 14.6. The Tenant is obliged to pay all extra costs to the Landlord that arise as a result of not using or not leaving the Accommodation properly. These extra costs may be set off against the Deposit by the Landlord.
- 15. Complaints
  - 15.1. Despite the Landlord's care and effort, complaints may arise. Complaints should be reported immediately to the Park's reception or alternatively via the *Instay survey*.
  - 15.2. 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.com/complaint>.
  - 15.3. All rights and claims of the Tenant against the Landlord, on any grounds whatsoever, shall lapse if they have not been submitted to the Landlord in writing, stating reasons, within twelve (12) months after the Tenant became aware or could reasonably have become aware of the fact to which the claim relates. After the expiry of such period, the Tenant can no longer assert any rights against the Landlord.
- 16. Governing law
  - 16.1. The Agreement between the Landlord and the Tenant is governed by the laws of the Netherlands.