

Landal GreenParks

general terms and conditions Landal GreenParks - Agent (the **General Terms and Conditions**)

These terms and conditions only apply to agreements for parks whereby Landal GreenParks acts as agent for the owner of the accommodation (hereinafter referred to as "the owner") at the following parks:

- Waxweiler (Germany)

If you make a booking with Landal GreenParks for one of the aforementioned parks, this means that your agreement is established between you and the owner of the accommodation.

Landal GreenParks will only act as an agent with regard to your booking at the above-mentioned parks. As such, we have no legal responsibility for the agreement you enter into with the owner of the accommodation. Your booking is subject to these general terms and conditions (hereafter referred to as: 'General Terms and Conditions') and the general terms and conditions of the owner with whom you enter into the agreement.

EXCLUSION RIGHT OF WITHDRAWAL

Landal GreenParks points out to you that the reservations you make are legally binding. A right of withdrawal (the so called reflection period of 14 days) is not applicable on the agreements you enter into.

1 APPLICATION

- 1.1 These General Terms and Conditions apply to all offers, bookings and reservations relating to all accommodations and camping pitches and other facilities with Landal GreenParks Holding B.V. or its affiliated companies ('Landal GreenParks') acting as agent for the aforementioned parks.
- 1.2 In these General Terms and Conditions, the term 'renter' means: the person who concludes an regarding the rent/use of accommodation and/or camping pitches on one or the aforementioned parks. The term 'user' means: the renter and any persons named by the renter who will make use of the accommodation and/or camping pitches rented by the renter and/or other facilities.
- 1.3 These General Terms and Conditions shall apply regardless of your (prior) reference to any terms of your own or to any other general terms and conditions. Landal GreenParks rejects all General Terms and/or Conditions to which you may refer or which you use adopt.
- 1.4 Any agreements deviating from these General Terms and Conditions shall be valid only if agreed in writing.

2 BOOKINGS

- 2.1 Landal GreenParks shall only handle bookings/reservations made by persons of 18 years and over. Bookings/reservations made by persons under the age of 18 shall be invalid.
- 2.2 Landal GreenParks reserves the right at all times to refuse (or set special conditions) to handle any non-standard bookings, particularly from groups, without giving reasons.
- 2.3 Should Landal GreenParks handle your booking Landal GreenParks shall send you confirmation, which will also be your invoice, within 14 days of the booking being made. You are to check this for accuracy immediately upon receipt and notify Landal GreenParks of any inaccuracies immediately.
- 2.4 If you have not received your confirmation/invoice within 14 days of booking, you should contact the contact center immediately; no claims on the grounds of the booking shall be accepted should you have failed to do so.
- 2.5 An agreement between you and the owner shall exist from the moment Landal GreenParks has confirmed your reservation. Landal GreenParks has no legal responsibility for the agreements you enter into for the accommodation or for acts or omissions of owners and/or services suppliers and/or other third parties in connection with your booking.
- 2.6 This agreement relates to the letting of accommodation and/or camping pitch and/or other facilities for recreational use, which by its nature is short term.

3 AMENDMENTS TO THE AGREEMENT



- 3.1 If, after the agreement has been made, you wish to make any amendments to the agreement, Landal GreenParks/the owner shall not be obliged to accept such. Landal GreenParks may at their discretion determine whether and to what extent such amendments shall be accepted. In the event that Landal GreenParks/the owner does accept your amendments, Landal GreenParks/the owner will charge you amendment costs in the event the amendments have been requested within 28 days before arrival.
- 3.2 Changing dates of arrival and/or location from 28 days before arrival are not allowed. In these cases, the cancellation costs as described in Article 14 of these General Terms and Conditions apply.
- 3.3 If you want to amend the number of accommodation and/or camping pitch after the conclusion of an agreement for more than one accommodation and/or camping pitch the cancellation conditions as described in Article 14 of the General Terms and Conditions will apply.
- 3.4 If, due to circumstances, Landal GreenParks must make a change to a reservation booked by you with regard to the location or type and / or location of the bungalow, Landal GreenParks can offer you a suitable alternative.

4 SUBSTITUTION

- 4.1 The company, the renter and other users are not permitted to allow persons other than those specified in the agreement to use the accommodation and/or camping pitch, by whatever name called and in any capacity whatsoever, unless otherwise agreed with Landal GreenParks/the owner.
- 4.2 If you and Landal GreenParks/the owner have agreed that you and/or one or more users are to be replaced, you shall remain severally liable, in addition to the renter and/or users who replace you and/or other users, vis-à-vis Landal GreenParks for the payment of any part of the rent still due, the amendment costs (see Clause 3), any additional costs resulting from the replacement and any cancellation costs.

5 PRICES

- 5.1 You shall owe Landal GreenParks the agreed rent as specified in the booking confirmation/invoice.
- 5.2 Once Landal GreenParks has sent you the booking confirmation/invoice your booking shall no longer qualify for price discounts and/or special offers.
- 5.3 Insofar as applicable, all prices are inclusive of VAT unless otherwise stated.
- 5.4 Landal GreenParks is entitled to enforce and pass on price increases, resulting from intervening changes in statutory regulations and/or provisions(including but not limited to VAT, tourist tax, insurance tax) over which Landal GreenParks has no control.

6 EXTRA COSTS

- 6.1 In addition to the rent, you/the renter shall also owe reservation and administration costs, bed linen hire, and tourist tax.
- 6.2 The amount of tourist tax is determined by the municipality in which the park is located. You/the renter are always obliged to pay Landal GreenParks the by the municipality concerned determined and applicable amount of tourist tax.

7 PAYMENTS

- 7.1 Within 14 days from making the reservation you are required to make a down payment of 30% of the total amount to be paid. In respect of camping pitches a down payment of 50% of the total amount to be paid must be paid. Bookings made within 8 weeks before the start of your stay must be paid in one installment.
- 7.2 Landal GreenParks must receive the remaining amount due no later than 8 weeks before the commencement of the stay at Landal GreenParks as specified in the booking confirmation.
- 7.3 When reservations are made within 30 days before the start of your stay, the total amount to be paid must be paid immediately. If you fail to pay in accordance with the above specifications Landal GreenParks/the owner may deny you the use of the accommodation and/or camping pitch and/or other facilities. Should it later emerge that you had indeed issued a payment order but that the amount had not yet been paid into the Landal GreenParks bank account by the time of your arrival, the excess amount paid will be repaid in arrears.
- 7.4 Should the invoiced amounts not have been paid promptly you shall be in default immediately upon expiry of the payment term. In such event. In such event Landal GreenParks/the owner shall be entitled to dissolve (cancel) the agreement and you shall be liable for any damages incurred or yet to be incurred by Landal GreenParks in connection with your booking and the dissolution thereof. Landal GreenParks shall, in any event be entitled to charge cancellation costs for each accommodation. In such case the provisions of Clause 14 shall apply.
- 7.5 Landal GreenParks shall be entitled at all times and on any account whatsoever to set off any amounts receivable from you against any amounts paid by you on any account whatsoever.

8 ARRIVAL AND DEPARTURE

- 8.1 The rented accommodation shall be available to you from 4 p.m. on the agreed day of arrival as specified in the booking confirmation. The parks have the possibility to change the arrival time of 4 p.m. On the agreed day of departure specified in the booking confirmation the accommodation is to be vacated before 10.30 a.m. With the exception of the foregoing, for the parks in Denmark the accommodation must be vacated before 10.00 am on the agreed day of departure as stated on the confirmation of the reservation .If the booking relates to a camping pitch, your pitch shall be available to you from 1 p.m. on the agreed day of arrival specified in the booking confirmation, and should be vacated before 12 noon on the agreed day of departure.
- 8.2 If you wish to extend the agreement beyond the agreed term and Landal GreenParks/the owner agrees such, Landal GreenParks/the owner shall at all times be entitled to allocate you a different accommodation/camping pitch.
- 8.3 If the use of the accommodation and/or camping pitch and/or other facility is terminated earlier than the agreed date specified in the booking confirmation, the renter shall not be entitled to any repayment of (part of) the rent and/or costs unless travel insurance has been effected and the requirements laid down therein have been met.

9 REGULATIONS

- 9.1 All guests must comply with the rules as laid down in, inter alia, the Park Regulations and the Swimming Pools. You can obtain these Regulations from the reception upon arrival.
- 9.2 In conformity with local byelaws, proof of identity must be produced upon request when checking in. Landal GreenParks cannot accommodate guests who are unable to produce proof of their identity.
- 9.3 Each accommodation may only be occupied by the number of persons specified in the brochure for the accommodation concerned.
- 9.4 If the restaurant, bar and recreation hall facilities on the park provide you with catering services or agree catering arrangements with you, said services and/or agreements shall be subject to the Uniform Catering Conditions. A copy of said Conditions is available from the park reception on request.
- 9.5 Landal GreenParks reserves the right to change the organisation and opening hours of the park facilities, including partial or full closing of the facilities, without the renter being entitled to any compensation.
- 9.6 If it is necessary that maintenance work be carried out you shall allow such work to be carried out on the accommodation or other facilities during your stay, without being entitled to any compensation.
- 9.7 For safety reasons, no tents may be pitched next to the accommodation.
- 9.8 The renter must leave the accommodation clean and tidy (i.e.: no dirty dishes, beds stripped and bedclothes folded, kitchen and fridge cleaned, dustbin bag in the skip).
- 9.9 The renter must leave the camping pitch clean and tidy (therefore: do not leave any rubbish in the yard, but instead place the rubbish bags in the container).
- 9.10 The renter and users are obliged to hire bed linen from Landal GreenParks.
- 9.11 Should there be any breach of the rules set out in these General Terms and Conditions, of the Park Regulations and/or Swimming Pool Regulations and/or nonobservance of staff instructions in respect of Regulations, Landal GreenParks shall be entitled to remove you, the renter and any other user from the park immediately without repayment of the rent or any part thereof.
- 9.12 Should the park management seriously suspect that the renter of a holiday home is acting contrary to the law and/or public order and/or public decency, the park management shall be entitled to gain access to the holiday home.

10 PETS

- 10.1 Depending on the accommodation and/or camping pitch, Landal GreenParks allows the renter or user to bring a maximum of one or two pets. If you and/or other users wish to bring pets with you, you should state such when booking. In such case Landal GreenParks shall charge and you shall pay a surcharge. Landal GreenParks reserves the right not to allow pets into the park, without giving reasons. Pets shall not be allowed in any event at a number of parks, in certain types of accommodation and at a number of campsites.
- 10.2 Pets are not allowed access to ponds, swimming pools, restaurants, indoor facilities and other public areas of the park (unless otherwise specified in a given area). All pets must be leashed outside the accommodation. Instructions on site must be followed. Pets must not cause any nuisance to other guests.
- 10.3 A dog basket is compulsory as is a protection against fleas for dogs/cats. Drops, pills or flea collar suffices.
- 10.4 Caged animals are free of charge (these are to be registered when booking).
- 10.5 Visitors' pets are not allowed.
- 10.6 Animals travelling to countries within the EU must hold an EU model passport. The animals must be vaccinated against rabies and identification by means of a chip or tattoo is obligatory. It is your own responsibility to ensure that you have the travel documents required for your particular destination.

11 USE OF ACCOMMODATION; INVENTORY

- 11.1 The renter/user and the people accompanying the renter are jointly and severally liable for the orderly state of affairs in and around the rented accommodation and/or camping pitch and elsewhere in the park, for the use of the accommodation and/or camping pitch and for any equipment provided.
- 11.2 The renter/user and the people that accompany the renter are also jointly and severally liable for any damage that results from breakage and/or loss and/or damage to the inventory and/or accommodation. Any damage must be reported to Landal GreenParks/the owner and paid for immediately, unless the renter can prove the damage is not attributable to the renter, other users or any of the other members of the renter's party.

12 INTERNET USE

- 12.1 Depending on the accommodation and/or camping pitch, Landal GreenParks/the owner offers the renter and those accompanying the renter/user access to the internet via WiFi network or cable.
- 12.2 The rented is responsible for the correct use of the Internet as well as for the necessary hardware and software, configurations, peripherals and supporting connections and measures to secure the computer or operating system.
- 12.3 Landal GreenParks is not liable for any loss as a result of the use of the Internet or breakdowns in the network.
- 12.4 The renter/user and those accompanying the renter are expected to use the Internet responsibly and carefully and to respect the statutory regulations. They will refrain from any behaviour causing a nuisance to other Internet users or causing damage to Landal GreenParks in the broadest sense of the word. The renter and those accompanying him/her shall refrain from visiting Internet web sites of an unlawful nature or not consistent with the reputation of Landal GreenParks as a provider of accommodation and/or camping pitches.
- 12.5 In the case of observed or suspected nuisance to third parties and/or (other) Internet misuse by the renter/user or those accompanying the renter, Landal GreenParks shall have the right to block access to the Internet, either completely or in part.
- 12.6 The renter shall indemnify Landal GreenParks against any claims by third parties for reimbursement of loss for which those third parties might seek recourse from Landal GreenParks in any way, in so far as such claim is based on the use made of the Internet by the renter/user or those accompanying the renter.

13 DEPOSIT

- 13.1 Landal GreenParks/the owner may require a deposit from you at the start of your stay. The deposit per accommodation and/or camping pitch is maximized at the total booking amount., but this can be increased by Landal GreenParks/the owner in case the circumstances give cause (for example rental by groups).
- 13.2 The purpose of the deposit is to cover damages and/or costs, in the broadest sense of the word, that Landal GreenParks/the owner can suffer if the renter/user or any of the people that accompany the renter do not adhere to their obligations.
- 13.3 If the deposit is not paid immediately Landal GreenParks/the owner is entitled to deny the renter and/or other users access to and the use of the accommodation and/or camping pitch.
- 13.4 If you fail to pay the deposit, Landal GreenParks/the owner is also entitled to dissolve (cancel) the agreement (in behalf of the owner) with immediate effect.
- 13.5 The entire deposit, or any deposit remaining after any claims of Landal GreenParks/the owner on the renter and/or users have been settled (damage to inventory, accommodation and/or other costs), will be refunded. This repayment will not affect any (additional) claims to compensation..

14 CANCELLATION COSTS

- 14.1 In the event a reservation is cancelled within 14 days from making the reservation, no cancellation costs shall be due and payable unless the day of arrival is within 30 days following the cancellation. Should a payment be made by the use of a voucher (credit note), you will be provided with a new voucher in the same amount.
- 14.2 Cancellation costs shall be payable if a reservation is cancelled after 14 days from making the reservation or if the cancellation relates to a reservation for a stay with a day of arrival within 30 days from making the cancellation. These cancellation costs are 30% of the total amount for reservations cancelled up to 30 days before the day of arrival. In the event of cancellation on or later than the 30th day before arrival, the cancellation costs are equal to the total amount of the reservation.
- 14.3 You can take out insurance to cover this cancellation risk by effecting cancellation insurance when you make your reservation.
- 14.4 If you have not arrived within 24 hours after the agreed date without notice, this shall be deemed to be a cancellation. In this case the full total amount is to be paid.

15 FORCE MAJEURE AND CHANGE

- 15.1 In the event that Landal GreenParks/the owner is not able to perform or have performed the agreement, in whole or in part, temporarily or otherwise, due to force majeure, it shall present you with a change proposal (for other accommodation/another period, etc.). Suspension of the fulfillment of the obligations by Landal GreenParks/the owner is permitted if circumstances occur outside the control of Landal GreenParks. Landal GreenParks will under no circumstances be obliged to compensate any damage or costs.
- 15.2 Force majeure shall exist if the performance of the agreement is hindered, in whole or in part, temporarily or otherwise, by circumstances beyond the control of Landal GreenParks, such including war risk, staff strikes, blockades, fire, flooding and/or any other disruptions or events.

16 TERMINATION

Landal GreenParks shall be entitled at all times to terminate the agreement with immediate effect on behalf of the owner if, when making the booking, your personal details and/or the personal details of other users are incomplete and/or inaccurate. In such case there will be no repayment of the rental sum or any part thereof.

17 LIABILITY

- 17.1 Landal GreenParks shall not accept any liability for theft (including theft from the bungalow safes and swimming pool lockers), loss of or damage to goods or persons, of any nature whatsoever, during or as a result of a stay at one of our parks and/or the rent/use of accommodation and/or camping pitch and/or other Landal GreenParks facilities, except in a case of a deliberate act or omission or gross negligence on the part of Landal GreenParks or (one of) its employees.
- 17.2 Landal GreenParks is not liable for disruptions in the services or defects in the services provided by third parties.
- 17.3 You are severally liable together with the user for any loss and/or damage to the rented accommodation and/or camping pitch and/or other property of Landal GreenParks, occurring during the use thereof by you and/or other users, regardless whether or not such is a result of actions or omissions on the part of yourself and/or third parties who are in the park with your permission.
- 17.4 You shall indemnify Landal GreenParks against all claims relating to damage incurred by any third party resulting from any action on the part of yourself, other users, your travel companions or third parties who are in the park with your permission.
- 17.5 In the event of incorrect use or failure to leave the accommodation in good condition, including but not limited to it being excessively dirty, extra costs will be charged, which you shall then be obliged to pay immediately.
- 18.6 As Landal GreenParks is acting exclusively as an agent for the owner, we cannot accept any (legal) responsibility for any acts or omissions of the owner or of persons representing and/or working for the owner.
- 18.7 Landal GreenParks cannot accept any (legal) responsibility for problems or faults with or in the accommodation as the accommodation falls exclusively under the sphere of influence of the owner.

18 COMPLAINTS

Despite the care taken and efforts made by Landal GreenParks and/or the owner you might feel you have a justified complaint in respect of your holiday accommodation. Any such complaint should, in the first instance, be lodged directly and on site with the management of the park on which you are staying. Since you have entered into an agreement with the owner, it is essential that you contact the owner (or a person representing the owner) immediately. Should you feel that a complaint has not been dealt with satisfactorily, you may submit your complaint in writing, within 1 month of leaving our park, to: Landal GreenParks B.V., Guest Services department, Postbus 95991, 2509 CZ Den Haag, The Netherlands or via gastenservice@landal.com stating your reservation number, name and address, the dates of your stay, the name of the park and the accommodation number. The complaint shall then be handled with due care. Should this also fail to lead to a satisfactory solution, you shall have up to three months after your departure from the park to submit your complaint to the Recreation Dispute Committee (*Geschillencommissie Recreatie*) in The Hague, The Netherlands, or to bring the complaint before the court of competent jurisdiction. The decision of this committee shall have the effect of a binding opinion.

19 APPLICABLE LAW

The agreement is governed exclusively by Dutch law.

20 TRAVEL DOCUMENTS

It is your own responsibility to ensure that you have the valid travel documents required for your particular destination. Landal GreenParks will accept no liability whatsoever for the ensuing consequences of your not having the required travel documents in your possession.

21 PRIVACY

- 21.1 All data you give us will be recorded in a database and will be shared with the owner. This database has been registered with the Dutch Data Protection Authority in The Hague (Autoriteit Persoonsgegevens). The database will be used for our guest administration. These data may also be used to provide specific information on and offers for our or allied products and services, either by us or third parties. In order to tailor such information and offers to your interests as much as possible, we may combine your data with data held by other companies. A detailed description of how we process your data can be found on our website under the 'Privacy' section.
- 21.2 At your request, we will correct, supplement, delete or protect your details, if they are, for example, factually incorrect. This can mean that you will no longer be able to use some or all of our services. You are entitled to request us to notify you when personal information related to you has been processed.
- 21.3 If you would prefer not to be sent interesting information or offers, please let us know by sending a card to: Landal GreenParks B.V., Guest Services department, Postbus 95991, 2509 CZ Den Haag.

22 GENERAL

- 22.1 Landal GreenParks will send her correspondence digitally, unless this proves not to be possible.
- 22.2 Apparent printing and typing errors shall not bind Landal GreenParks.
- 22.3 These General Terms and Conditions cancel all previous publications.