

General Terms and Conditions "Kroondomein"

In these terms and conditions is understood by: Angenent Beheer BV, trading under the name of 'Park Kroondomein ', established in Groesbeek Chamber of Commerce registration number 09111933 VAT NL808800179B01

(Main) Tenant: A (natural) person who rents or wishes to rent a holiday home from the range of Park Kroondomein.

Co-tenant: The person who resides together with the (Main) Tenant in the holiday home.

Manager: The person who, on behalf of the owner of a holiday home, has the tasks of managing the property.

Consumer: A natural person who rents a holiday home and who does not act in the practice of his profession or business.

Third party: Every other corporation, other than Park Kroondomein or Tenant.

Owner: The rightful owner of a holiday home (or his/her representative), who offered the holiday home for rent to Park Kroondomein.

Offer: An offer as is meant in the Civil Code

Cancellation: Revoking or cancelling the booking within the applicable period.

Consideration period: The period during which the consumer may cancel a booking at Park Kroondomein free of charge.

Booking: A by Park Kroondomein accepted reservation for a holiday home.

Dissolution: in a legal manner "undo" the lease contract for reasons of failure to fulfill obligations under the rental agreement.

Stay: The actual use of a holiday accommodation.

Accommodation ticket: The voucher.

1.1. Applicability of the General Terms and Conditions

1.1. These general conditions apply to all offers and quotations for, agreements with, supplies and services by Park Kroondomein.

Different stipulations, agreements or arrangements are only applicable if and insofar as they are confirmed in writing by Park Kroondomein.

Verbal agreements and / or promises by employees of Park Kroondomein are only valid if they are confirmed in writing by authorized employees of Park Kroondomein.

1.2 These General Terms and Conditions are only applicable to legal relationships between Park Kroondomein and consumers and are not applicable to legal relationships between Park Kroondomein and companies or persons acting in the practice of their profession.

2. Offers, Prices and tariffs

2.1 Offers of Park Kroondomein are not binding and are made subject to interim changes.

2.2 All entries on the Park Kroondomein website shall be deemed to have been provided in good faith and shall always be subject to interim adjustments.

Park Kroondomein is not bound to apparent errors and omissions on its website. Park Kroondomein is not responsible for general information on its website and the there included information compiled under the responsibility of third parties.

Tenant declares to have taken note of the description of the holiday home by Park Kroondomein on the website and does not require further description.

2.3 Prices always include sales tax and the costs of insurance but are excluding costs of a cancellation travel insurance and possible other costs.

Special additional charges like energy costs, cleaning and fixed fees by the local government are listed separately.

Prices are based on cost-determining factors (such as price indices, currencies and interest rates, etc.).

In the event of an adjustment of these cost factors Park Kroondomein is entitled to make a proportional adjustment of the used prices and rates.

The current applied prices and tariffs are exclusively mentioned on the Park Kroondomein website.

Prices and tariffs are mentioned subject to apparent errors and omissions.

3. Creation and contents agreement

3.1 An agreement between Park Kroondomein and Tenant is established by confirmation of a booking made by telephone, in writing or electronically (internet / email) of a holiday home from the actual offer of Park Kroondomein.

3.2 After booking Tenant will receive a confirmation of the booking / rental agreement which is proof of the agreement (keep these data carefully).

3.3 The booking confirmation and rental agreements sent by Park Kroondomein contain all relevant details for the stay in the booked holiday home.

In the interest of a good booking and to avoid misunderstandings, Tenant is obliged to immediately check the correctness and completeness of the booking confirmation or rental agreement upon receipt and to report any omissions or inaccuracies within 5 days after receipt of the booking confirmation or rental agreement to Park Kroondomein.

Should Tenant fail to make such an announcement within the prescribed period, then tenant is not entitled to invoke the incompleteness or inaccuracy of the booking confirmation / rental agreement.

3.4 Park Kroondomein always has the right to withdraw a booking without giving a reason.

4. Cancellation and amendments

4.1 Tenant is entitled to cancel a booking in writing, without costs within a given period of 5 days, unless the stay in the apartment is within 42 days after the booking.

The date of the postmark or the date of the relevant e-mail message determines the answer to the question whether the cancellation occurred on time.

4.2 After expiry of the period specified in 4.1. Tenant is only entitled to a written cancellation against payment of the following cancellation fees:

- a. cancellation up to the 42th day before the first day of stay: 30% of the rental amount;
- b. cancellation from the 42th day to the 28th day before the first day of stay: 60% of the rental amount;
- c. cancellation from the 28th day to the first day of stay: 90% of the rental amount;
- d. Cancellation on the first day or later: the full rental amount.

4.3. The cancellation of a booking by the (Main) Tenant is also considered a cancellation at the expense of co-tenants.

4.4 Tenant can insure himself against cancellation for the staying period.

4.5 Cancellation by Park Kroondomein: Park Kroondomein must offer the traveler an amendment proposal within 48 hours (2 days) after the weighty circumstances occurred in the form of an alternative offer.

This obligation is void if the cause of the amendment is due to the tenant.

4.5.1. The amendment fee is Euro 25.00.

5. Payment

5.1 Payment of the deposit (including VAT, insurance costs and other explicitly mentioned additional costs) must be settled no later than six weeks before the first day of stay in the booked holiday home. Payment will be made within 7 days of booking;

5.2 Notwithstanding the provisions of 5.1. payments of late bookings (ie bookings within six weeks before the first day of stay) must be made in full within 3 days after booking. In case of late bookings Park Kroondomein is entitled to demand only payments in cash or by bank transfer.

5.3. Payment can be made by written or electronic transfer of the amount due or in cash. When paying by giro or bank the day of crediting of the rental amount on Park Kroondomein's bank account is considered as the day of payment. At the request of Park Kroondomein Tenant must submit proof of payment.

5.4 Park Kroondomein is not required to priorly alert Tenant on the expiry of a payment term or send account statements and such, unless otherwise expressly agreed.

5.5 Tenant never has the right to suspend payment. After expiry of the payment, terms the tenant is in default. Tenant can undo the default by paying the rental amount in full to Park Kroondomein within 3 days after the start of the default.

5.6 In case of non or late payment, all judicial process and execution costs as well as the extrajudicial collection costs will be payable by Tenant.

The extrajudicial collection costs amount to at least fifteen percent of the invoice amount with a minimum of Euro 100, -.

5.7 Park Kroondomein always has the right to require security for payment, both before and after the creation of the rental contract, such on suspension of the execution of the rental contract until the security is established; without reduction of the right of Park Kroondomein on performance, compensation and / or full or partial cancellation, without judicial intervention and without Park Kroondomein being responsible for any compensation.

6. Deposit

6.1 Tenant must have paid the deposit in advance of the stay, failing that the rental agreement will be considered dissolved on the effective date.

6.2 After the stay in the holiday home, the additional costs such as taxes, linen, final cleaning and booking fee must be paid and reported damages or loss of the holiday home's contents will be deducted from the deposit.

The remainder of the deposit will be credited to Tenant within a week. For the benefit of the refund Tenant must supply full address and bank account details to the manager.

7. Tenant's Laws and Obligations at the site of the holiday home

7.1. Besides these conditions and the rental agreement local law is still applicable on the situation on the spot. Insofar the law has not determined otherwise, these conditions and the rental agreement prevail.

7.2. Tenant must, unless the rental agreement or the accommodation ticket (voucher) states otherwise, retrieve the keys of the house between 16.00 and 18.00 hrs from the Owner or Manager of the vacation home upon arrival at the residence address.

In case of arrival outside the mentioned time Tenant must make an appointment with the owner or the manager himself.

7.3 Tenant must, unless the rental agreement or the accommodation ticket (voucher) determines otherwise, have left the holiday home latest at 10:00. Park Kroondomein is never responsible for the consequences of later departure than the stipulated time.

7.4 On departure at a later point of time than is mentioned on the accommodation ticket (voucher) Tenant is required to pay an additional rental amount per day.

7.5 Tenant must act as a good tenant and use the holiday home according to the reasonable instructions given by Park Kroondomein or the owner / manager.

7.6. Tenant is legally responsible for inflicted damage to the holiday home or the goods present therein by himself or his co-tenants. Any damage should be reported directly to the Owner or the Manager by Tenant.

Repair or replacement costs must be paid by Tenant directly to the Owner's / Manager's first request.

7.7 On departure, Tenant must leave the holiday home in a decent condition, i.e. broom clean. The items present inside the holiday home need to be put back in their original place (as on arrival).

Crockery should be washed and stored in the appropriate place.

The Owner / Manager is entitled to do a final check at the time of departure.

In case the Owner / Manager ascertains that (several) things have not been put in their original place or if the house is not swept clean, Owner/Manager is entitled to charge extra (cleaning) costs to Tenant.

7.8 Tenant must use linen on the beds and is not entitled to use the beds without sheets.

8. Termination of the rental agreement

8.1 Park Kroondomein is entitled to terminate the rental agreement with immediate effect:

a. In case, after having been declared in default, a default with regard to any fulfillment of weighty obligations under the rental agreement and / or these terms and conditions:

b. In case Tenant, after being summoned, does not behave like a good tenant, especially if Tenant, in spite of earlier warnings from the Owner or Manager, causes hindrance to his environment.

9. Complaints

9.1 Every holiday home has been carefully selected and inspected by Park Kroondomein. Park Kroondomein guarantees the accuracy of the description of the property, provided that a deviation of 15% of the specified floor space and distance is considered acceptable.

The description and impression of the holiday home and its surrounding area, including facilities, equipment, and recreation possibilities may, by their nature or due to interim changes or seasonal influences, differ slightly from the description on the website of Park Kroondomein.

9.2 Tenant is always entitled to present his grievances through a complaint to Park Kroondomein.

Park Kroondomein must handle a complaint adequately and expeditiously, thus handling the complaint to standards of reasonableness and fairness.

9.3 Tenant must lodge a complaint, originating at arrival in the holiday home or during the stay, at the latest within 24 hours, to the Owner / Manager.

The Owner / Manager will try to solve the complaint immediately on site.

If the established complaint can not be resolved on site by the Owner / Manager, Tenant must report the complaint by phone within 48 hours after discovery to Park Kroondomein thus offering Park Kroondomein the opportunity to resolve the complaint on site. The reporting can be done by telephone during office hours or outside office hours to the phone number of Park Kroondomein (+31 (0) 653563109).

9.4 You must provide Park Kroondomein at all times an opportunity to achieve an appropriate solution for the complaint during your stay. An early departure or moving of own accord into another holiday home than offered by Park Kroondomein, relieves Park Kroondomein from any obligation to pay compensation.

9.5 If a complaint, after consultation with the owner / manager and Park Kroondomein, can not be resolved to the satisfaction of Tenant, Tenant must request a multilingual complaint form from the Owner / Manager to be filled out and sent within 30 days after departure from the residence on Park Kroondomein. Failing that, the complaint will not be considered. Park Kroondomein will handle the complaint within 30 days after receipt and if the complaint proves

to be justified, will search for an appropriate solution in accordance with the seriousness of the complaint.

9.6 Within 3 months after a complaint was submitted to Park Kroondomein, Tenant can submit the dispute in writing to the Geschillencommissie Thuiswinkel (PO Box 90600, 2509 LP, The Hague). Before using that option, Tenant must offer Park Kroondomein the possibility to handle the complaint themselves first.

In case of a submission of a dispute to the Geschillencommissie Thuiswinkel charges are applicable, these costs will be borne by the person who submits the dispute to the Geschillencommissie Thuiswinkel. The Geschillencommissie Thuiswinkel decides by way of a binding advice. Park Kroondomein will provide information on the procedures of the Geschillencommissie Thuiswinkel to Tenant at first request.

9.7 Tenant is entitled to bring in a complaint which was brought before the Geschillencommissie Thuiswinkel and which was decided upon by the Geschillencommissie, within one year after the notification of the decision, before the qualified court, if the complaint in the opinion of Tenant has not been resolved satisfactorily. Tenant renounces any right for compensation or alternative compensation if he does not bring in his complaint initially at the Geschillencommissie Thuiswinkel.

10. Force Majeure

10.1 In case of Force Majeure, temporarily as well as of a permanent nature, Park Kroondomein is entitled to dissolve the agreement partly or completely or temporarily suspend it, without the Tenant being in a position to claim performance and / or compensation.

Among others Force Majeure includes, but not solely: threat of war, war, riots, molest, strikes, boycotts, malfunction in traffic or transport, government measures, among others not granting licenses, scarcity of raw materials, natural disasters and further other circumstances, extraordinary weather conditions, death of the owner, divorce of the owner, unannounced sale and / or occupation of the holiday home by the owner and such by which complete or partial performance of the agreement in reasonableness and fairness can not be required of Park Kroondomein.

10.2 If Force Majeure occurs while the Tenant only has been able to make partial use of the holiday home, the rental agreement should also be considered as dissolved for the already utilized time.

11. Liability

11.1. Park Kroondomein can not be held liable for suffered damage by Tenant or third parties due to a stay in the holiday home; Tenant shall indemnify Park Kroondomein against claims relating thereto.

Park Kroondomein is not liable for malfunctions in and around the holiday home, such as faults and failures of power and water supplies and technical installations, not or untimely announced construction and changes to access or main roads.

11.2 Park Kroondomein can only be held liable for damage due to gross negligence or omissions by Park Kroondomein.

11.3 Notwithstanding the preceding paragraphs, the liability of Park Kroondomein is, if and insofar as Park Kroondomein is in any matter under the rental agreement held legally liable, always limited to direct damages and any form of consequential damages are excluded.

The liability of Park Kroondomein is furthermore always limited to the maximum amount the insurer of Park Kroondomein will pay in such a case.

12. Privacy

12.1. Park Kroondomein will always deal with all given or known personal data in accordance with the provisions of the Data Protection Act.

Park Kroondomein will register an appropriate processing of personal data by the Data Protection Authority.

13. Final Determination

13.1. Unless otherwise determined by means of rules of private international law, only Dutch Law is applicable to the present terms and conditions.

13.2. All disputes arising from the rental agreement or these terms and conditions shall be settled in the first instance by the competent court in the Netherlands, to the extent that the rules of international civil law do not determine otherwise.

13.3. Neither party may transfer its rights and obligations to third parties as far as the present conditions do not determine differently.

13.4. In case any provisions in the rental agreement and the present terms and conditions should be proven void, the other terms and conditions will endure and the void article is thus considered to have been converted in accordance with the apparent intention of the parties.