

# **Conditions Beter-Uit Holiday parks Touristic Stay**

## **Clause 1: Definitions**

In these conditions we understand by:

1. Means of camping: tent, folding trailer, motor home, caravan, etc.
2. Pitch: each possible site for a means of camping or assigned accommodation specified in the agreement.
3. Proprietor: the firm which puts the pitch at the holiday-maker's disposal.
4. Holiday-maker: he or she who makes an agreement about a pitch with the proprietor.
5. Third party: each other person who is not the holiday-maker or his/her fellow holiday-maker(s).
6. Agreed price: the compensation paid for the use of the touristic pitch.
7. Annulment : written termination of the agreement by the holiday-maker before the commencing-date of the stay.

## **Clause 2: Contents of agreement**

1. The proprietor assigns the agreed pitch tot he holiday-maker for the agreed period of time.
2. The proprietor is obliged to hand out the written information, which forms the basis of the agreement, to the holiday-maker, in advance.

Any changes in the information are always made known tot he holiday-maker in print, in due cause.

1. The holiday-maker is obliged to act according to the agreement and regulations in the accompanying information.
2. The proprietor assumes that the holiday-maker makes this agreement with the consent of his/her partner, if any.

## **Clause 3: Duration and termination of the agreement**

The agreement terminates in justice after the agreed period of time has expired, without any necessary notice.

## **Clause 4: Prices and change of prices**

1. The price is agreed based on current fares at the time of agreement, which are assessed by the proprietor.
2. Extra costs may arise after the assessment, due to increased burden of taxation for the proprietor. If this is caused by an increase of taxes or levying directly related to the pitch, means of camping or the holiday-maker, these costs can be passed on to the holiday-maker, even after conclusion of the agreement. These are, for example, costs such as gas, water and energy costs.

## **Clause 5: Payment**

1. The holiday-maker has to make payments in euros with due observance of the instalments.
2. If booking has taken place more than six weeks before the date of arrival and, despite previous written dunning, the holiday-maker does not perform his payment obligation properly within two weeks, the proprietor is entitled to cancel the agreement instantly, without prejudice of the proprietor's right to receive the complete payment of the agreed price.
3. If booking has been made six or less weeks before date of arrival and the holiday-maker has not performed his payment obligation duly in accordance with the date on the bill, the agreement is cancelled in justice and the holiday-maker is indebted a reimbursement to the proprietor, according to clause 6:1.
4. If, on the day of arrival, the proprietor has not received the total amount due, he is entitled to deny the holiday-maker access to the premises, without prejudice of the proprietor's right to receive the complete payment of the agreed price.
5. The reasonably made extra judicial costs, made by the proprietor, are chargeable to the holiday-maker.

## **Clause 6: Annulment**

1. In case of annulment by the holiday-maker he is due to pay a reimbursement to the proprietor. This reimbursement amounts to:
  - 15% of the agreed price in case of annulment more than three months before commencing date;
  - 50% of the agreed price in case of annulment between three and two months before commencing date;
  - 75% of the agreed price in case of annulment between two and one months before commencing date;
  - 90% of the agreed price in case of annulment within one month before commencing date;
  - 100% of the agreed price in case of annulment on the commencing date.
1. The reimbursement will be refunded proportionally after deduction of administration costs, if the pitch is reserved for the original period or part of it, on the the holiday-maker's recommendation and with written consent of the proprietor.

## **Clause 7: Use by a third person or party**

Use by a third person or party of a means of camping and/or of the corresponding pitch is allowed only after the proprietor's written permission .

## **Clause 8: Early departure of the holiday-maker**

The holiday-maker is due to pay the full price for the agreed period. The holiday-maker is not entitled to any refund.

## **Clause 9: Prior termination by the proprietor and clearing in case of an accountable shortcoming and/or an illegitimate action**

The proprietor can instantly annul the agreement ....

1. if the holiday-maker or fellow-holiday-maker(s) do not live up to the obligations in the agreement, the regulations in the additional information and/or governmental regulations, despite previous (written) warning;
2. if the holiday-maker, despite previous (written) warning inconveniences the proprietor and/or other holiday-makers, or damages the good atmosphere in or near the premises;
3. if the holiday-maker, despite previous (written) warning, acts against the destination of the premises, by using the pitch and/or his means of camping;
4. if the holiday-maker's means of camping does not come up to generally accepted safety norms.
5. If the proprietor desires prior annulment and clearance, he will have to notify the holiday-maker personally, handing over a proper letter. In cases of urgency the written warning can be omitted.
6. After annulment the holiday-maker must see to clearing the pitch or means of camping and to leaving the premises as soon as possible, at least within four hours.
7. If the holiday-maker omits to clear his pitch the proprietor has the right to clear the pitch according to clause 10:2.
8. In principle the holiday-maker is obliged to pay the agreed fare.

## **Clause 10: Clearance**

1. When the agreement is terminated, the holiday-maker has to yield his pitch empty and completely tidied up, at the latest on the last day of the agreed period of time.
2. If the holiday-maker does not remove his means of camping, the proprietor has the right to clear the pitch after written summons and at the holiday-maker's costs, without prejudice of the provisions in clause 9: 2 and 3. Any storing costs are in all reasonability to be paid by the holiday-maker.

## **Clause 11: Law and regulations**

1. The holiday-maker always makes sure that his used means of camping, internally and externally, complies with environmental and safety qualifications.

2. LPG-units are only allowed at the pitches if they are situated inside vehicles approved by the “Rijksdienst voor het Wegverkeer” (Dutch civil authority for road traffic).

## **Clause 12: Responsibility**

1. The proprietor’s legal responsibility for any other damage than injury and life damage is limited to a maximum of € 100.000 per event.
2. The proprietor is not liable for an accident, theft or damage on the premises, except when this is caused by a shortcoming imputable to the proprietor.
3. The proprietor is not liable for the after-effects of extreme weather conditions or other forms of circumstances beyond his control.
4. The holiday-maker is answerable for faults in the part of the public supplies measured from the hook-up point, unless in circumstances beyond control.
5. The holiday-maker is liable towards the proprietor for damage caused by acts or neglect by himself, the fellow holiday-makers and/or a third party, as far as damage can be blamed to the holiday-maker, the fellow holiday-makers or a third party.
6. The proprietor is obliged to take suitable measures after a report by the holiday-maker of inconvenience caused by other holiday-makers.
7. The proprietor undertakes to take appropriate measures after reporting by the holiday maker of nuisance caused by other holidaymakers.
8. Beter Uit vakantieparken declines all liability in the event of theft, fire or bad weather conditions. It is everyone's responsibility to have the necessary insurance.
9. The company cannot be held liable for the communication of its partners or any third party, for photos for which they have declared that they have the rights thereto, for false, deceptive or erroneous information allegedly contained in the catalogs or on the websites of partners, and in particular the illustrative photos, the descriptions, the activities, the recreational opportunities, the services and the operating dates.

## **Clause 13: Media**

1. By accepting these general terms and conditions of sale, the customer gives explicit and free permission to the Beter Uit holiday parks to photograph or film him during his stay and to use the photos, videos or sound recordings for a period of 5 years. This permission also applies to all persons who stay with the customer. Its purpose is to guarantee the national and international promotion of the Beter Uit holiday parks on their websites, in their brochures, on Facebook, Instagram, in their commercial presentations or in tourist guides. During activities or during your stay at the park, photos/videos are regularly taken by our employees. In case of objection, please indicate in advance to participate in the activity or when an employee will come by. If you object to a published photo or video, please send an email to [info@beteruitvakantieparken.nl](mailto:info@beteruitvakantieparken.nl).

## **Additional conditions**

## **Booking**

Bookings are done by signing a registration form, a booking by telephone or an online booking via our website. Per bill € 25 is charged for reservation costs, unless stated otherwise. In the case of the registration being also on behalf of other participants, the signing person is generally liable for the fulfilment of all obligations.

Please note: all bookings are absolute only after having been checked by Beter-Uit. So payment via iDeal is no guarantee for an absolute booking. If the booking does not come up to the conditions we will contact you within two working days to discuss the possibilities.

## **Essence**

It is possible to state preferences for a situation or a pitch. For this “essence” you have to pay € 35 and we guarantee that your wish will be accomplished.

## **Arrival / departure**

For the furnished bungalow tents, mobilhomes and chalets arrivals and departures during peak season are on Saturdays. During off-season periods arrivals and departures can take place on any day except on Sundays.

For camping pitches arrivals and departures are possible on any day except Sundays. If you might arrive on an other day than Saturday during peak season, or depart earlier, refunds are not possible.

## **Insurances**

The fares, mentioned in Beter-Uit publications are exclusive travel and/or cancellation insurances. Always check if you undertake your travel well-insured and pay attention to the number of travelling days.

## **Pets**

Pets are allowed only in a limited number of accommodations at holiday-park La Draille. They are always allowed at a camping pitch, provided if they are mentioned at the time of your booking.

## **Accommodation**

The accommodations are suitable for a maximum number of persons. You can find these numbers in the descriptions of the accommodations. It is not possible to book an accommodation for more persons than the mentioned number. Putting up an extra small tent next to the completely furnished bungalow tents and the lodge tents is allowed. Doing so, gives room for two extra persons per booking. At the moment of reservation you have to mention if you plan to make use of this possibility.

## **Surety**

On arrival at the park a surety is to be paid per accommodation. The amount of money varies for each park. The surety money will be returned when, after a check, it appears that the accommodation has been vacated in a proper condition.

## **Smoking**

Smoking is not allowed in the accommodations at all holiday parks.

## **Modification**

Modifying the booking will be charged with € 27 for any kind of modification.

## **Sundays**

At Beter-Uit holiday parks, Sundays are considered as days of rest. On these days , arrivals and departures are not possible.

## **Park rules**

In order to make the stay at the holiday park as agreeable for all guests as possible, all guests have to observe the behaviour rules made for the park. They will be handed out on arrival.

## **Complaints**

Despite all efforts by Beter-Uit, it might be possible that you have a complaint to make. Please, complain at the park direction of your park, in order to enable them to give an instant solution. If it might appear that a good solution on the spot is impossible, you can send your written complaint to Beter-Uit, within one month after departure.