

## General Terms and Conditions

### Article 1: Definitions

In these conditions, the following terms are defined as:

- **Agreement:** The agreement between the recreationist and the operator concerning the use of the site.
- **Recreationist:** The individual who has entered into the agreement regarding the site with the operator.
- **Operator:** The entity that has entered into the agreement with the recreationist concerning the site.
- **Site:** A designated area equipped to accommodate a recreational unit throughout the year, regardless of the period of use.
- **Recreational Unit:** A (static) caravan, chalet, summer house, etc.; a summer house is a recreational unit built on-site (brick by brick or plank by plank) and is considered non-movable for the purposes of these conditions.
- **Linked/Dual Recreational Unit:** Two or more sections of a (static) caravan or chalet, each with its own chassis, factory-designed to form a single unit when assembled on-site. An attachment or addition (e.g., conservatories or verandas) does not classify a unit as linked/dual.
- **Co-Recreationist:** A person listed on the agreement alongside the recreationist.
- **Third Party:** Any individual, other than the recreationist or co-recreationist(s), who uses or stays on the recreationist's site with their consent and the operator's approval.
- **Information:** Written or electronically provided data from the operator, forming part of the agreement, regarding the use of the site, facilities, and stay (including these RECRON conditions, rules of conduct, sales conditions, mediation terms, maintenance and usage requirements, site designation, opening hours, and third-party rules).
- **Agreement Year:** The one-year period commencing on the usual date for agreement renewal at the operator's recreational business.
- **Annual Fee:** The fee owed by the recreationist to the operator for using the site each agreement year.
- **Connection Costs:** One-time costs for connecting the recreational unit to existing utilities (gas, water, electricity, sewage, communication, etc.) and access to their use.
- **Installation Costs:** One-time costs for installing utilities to the connection point.
- **Costs:** All costs incurred by the operator related to the operation of the recreational business.
- **Cancellation:** Termination of the agreement by the recreationist before its start date.
- **Restructuring:** Modifying the layout of (part of) the site.

- **Disputes Committee:** Disputes Committee Recreation, Postbus 90600, 2509 LP The Hague (visiting address: Borderwijklaan 46, 2591 XR The Hague), composed by ANWB/Consumers' Association/RECRON.
- **Dispute:** A disagreement arises when a complaint filed with the operator by the recreationist is not resolved to the satisfaction of both parties.

The terms mentioned in these conditions are definitive.

## Article 2: Content of the Agreement

1. The operator provides the agreed site to the recreationist for recreational purposes only, not for permanent residence. The recreationist has the right to place and maintain a recreational unit of the agreed type on the site.
2. It is not allowed to make alterations to the recreational unit that render it immovable without explicit written permission from the operator. Attachments or additions, such as conservatories or verandas, do not affect the classification of the unit as movable. If the unit becomes immovable due to age or condition, it is still considered movable under these conditions.
3. The recreationist may only replace the recreational unit with a comparable type of unit. Replacement requires a new agreement under the same terms.
4. The operator must provide the information mentioned in Article 1.i to the recreationist before finalizing the agreement. Any changes to this information must be communicated to the recreationist in a timely manner, either in writing or electronically.
5. The recreationist is obliged to provide the operator with their name, address, and residence details, as well as those of their co-recreationist(s), according to the municipal personal records database. Any changes must be reported immediately.
6. The recreationist must adhere to the terms and rules contained in the information mentioned in Article 1.i. They must also ensure that co-recreationists and third parties visiting or staying with them comply with these terms and rules.
7. If provisions in the agreement or the operator's rules disadvantage the recreationist compared to the RECRON conditions, the RECRON conditions shall prevail.
8. By entering into this agreement, the recreationist declares that the recreational unit is their property and that the agreement is made with the consent of their partner, if applicable.

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## Article 3: Duration and Termination of the Agreement

1. The agreement is concluded for the remaining duration of the current agreement year and the following year. After this period, it will automatically be renewed for one agreement year under the then-applicable conditions.
  2. The recreationist and the operator may agree at the start of the agreement that it will end on a specified date.
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#### **Article 4: Price and Price Adjustment**

1. The annual fee is based on the rates established by the operator at the time of the agreement. The operator must specify what is included in the annual fee and disclose any additional charges.
  2. The operator may pass on additional costs incurred due to increased taxes or levies that directly affect the site, recreational unit, or recreationist.
  3. Connection costs must be disclosed in writing or electronically before the agreement is signed. These costs are non-refundable.
  4. Installation costs paid by the recreationist will be refunded upon termination of the agreement, less a 10% depreciation for each year or part thereof.
  5. The operator must notify the recreationist of the annual fee for the upcoming year at least three months before the end of the current agreement year.
  6. The operator may increase the annual fee once per agreement year. A significant increase must be justified and communicated at least eighteen months before its effective date.
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#### **Article 5: Information**

1. Changes to the information must consider existing circumstances and agreements.
  2. Significant changes must be communicated to the recreationist at least six months before the end of the agreement year.
  3. The recreationist has the right to cancel the agreement without cost if significant changes are made to the information.
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#### **Article 6: Payment**

1. The recreationist must pay the operator in accordance with the agreed terms.
  2. If the recreationist fails to meet their payment obligations within two weeks of receiving a written reminder, the operator may terminate the agreement immediately.
  3. The operator may charge collection fees and statutory interest on unpaid amounts, in line with legal guidelines.
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#### **Article 7: Cancellation**

1. If the recreationist cancels the agreement, a percentage of the annual fee is due as compensation:
  - 15% if canceled more than three months before the start date.
  - 50% if canceled two months before the start date.
  - 75% if canceled one month before the start date.

- 90% if canceled within one month of the start date.
  - 100% if canceled on the start date.
2. If the operator enters into a new agreement with a third party for the same site, the recreationist's compensation may be reduced, and any overpayment refunded. The operator may charge administrative fees.

#### **Article 8: Use by Third Parties**

1. Use of the site and/or recreational unit by third parties is only allowed with written or electronic permission from the operator, who may attach conditions to this permission.
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#### **Article 9: Sale of the Recreational Unit**

1. The sale of the recreational unit is always allowed. However, selling the unit while retaining its location on the site requires the operator's written consent.
  2. The operator may impose sales conditions that the recreationist must adhere to.
  3. The recreationist must inform the operator before selling the recreational unit. Upon the transfer of the unit, the agreement is terminated immediately. It is up to the operator to decide whether or not to enter into a new agreement with the buyer. The operator may not make this contingent upon financial compensation or a brokerage assignment.
  4. The recreationist may sell the unit independently or engage the operator or another third party, with the operator's written consent, to assist with the sale. A written agreement is required for such brokerage arrangements.
  5. If the recreationist assigns the operator or a designated third party as a broker, the brokerage fee must be reasonable and proportional to the expected time and expenses. The operator must provide a receipt for these charges.
  6. Upon termination of the agreement due to the sale of the recreational unit, the recreationist remains liable for the annual fee for the current agreement year or contract period.
  7. The recreationist may qualify for a fee reduction or refund of the annual fee for the remaining period if:
    - The site is vacated before July 1 of the current year.
    - A replacement recreationist acceptable to the operator is found.
    - No equivalent site is available on the premises.
  8. For buyers entering into a new agreement, the then-current conditions and information as outlined in Article 1.i will apply.
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#### **Article 10: Termination by the Recreationist**

1. The recreationist may terminate the agreement in writing no later than two months before the end of the current agreement year.

2. In the event of the recreationist's death:
    - Co-recreationists, if entitled, may take over the agreement and must notify the operator promptly.
    - If there are no co-recreationists, the agreement terminates automatically without requiring notice.
    - The operator may decide whether or not to enter into a new agreement with an heir not listed as a co-recreationist.
  3. If no new agreement is concluded, the heirs who assume the obligations of the deceased recreationist must vacate the site within a reasonable time. Prepaid annual fees for the remaining period will be refunded, provided the site is vacated before July 1 of the current year.
  4. The recreationist indemnifies the operator against any claims related to their death that pertain to the agreement, the site, the recreational unit, or associated matters.
  5. Clearing and vacating the site are governed by Article 15.
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#### **Article 11: Termination by the Operator**

1. The operator may terminate the agreement in writing if:
  - The recreationist, co-recreationist(s), or third parties fail to fulfill their obligations under the agreement, the operator's rules, or government regulations, despite prior written warnings.
  - The recreationist causes disturbance or damages the good atmosphere on or near the site.
  - Government measures necessitate termination, provided the operator notifies the recreationist in writing within three months of the measure's announcement.
  - The operator's business ceases to exist.
  - The recreational unit fails to meet environmental or safety standards, despite written warnings and a reasonable adjustment period.
  - The recreational unit is in such poor condition that it harms the appearance of the site and its surroundings.
  - The relationship between the operator and recreationist has irreparably deteriorated, and continuation of the agreement cannot reasonably be expected.
  - The operator implements a restructuring plan requiring the site.
2. Termination by the operator must be done via registered mail or a personally delivered letter, with a notice period of three months before the end of the current agreement year.
3. In the case of termination due to restructuring, a notice period of one year applies.
4. Clearing and vacating the site are governed by Article 15.

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## Article 12: Restructuring

1. This article applies to agreements involving both movable and non-movable recreational units.
2. The operator must minimize disruptions to the recreationist's enjoyment during preparation for restructuring.
3. In case of termination due to restructuring, the operator must, if possible, offer a replacement site of at least equal quality, unless the unit is unsuitable due to its age or condition.
4. If a new agreement is concluded, the operator covers direct costs for moving the recreational unit and any approved storage structures. Costs for other structures (e.g., terraces, fences, or landscaping) are not reimbursed.
5. If no equivalent site is available:
  - Movable units must be vacated, and the operator covers relocation costs outside the premises.
  - Non-movable units may qualify for removal compensation.
6. Removal compensation is €1,482 for standard units and €2,223 for linked/dual units. This amount is subject to annual indexation.
7. During the final six months of the one-year notice period, the recreationist may use the site free of charge, but utility costs remain their responsibility.
8. Specific arrangements for clearing and vacating the site are detailed in Article 15.

## Article 13: Interim Termination

1. In the case of interim termination, the recreationist remains liable for the annual fee, excluding utility usage costs (e.g., gas, water, electricity, sewage) but including communication charges, for the remaining period of the agreement. Exceptions apply if:
  - A replacement recreationist acceptable to the operator is found.
  - No equivalent site is available on the premises.
2. If a replacement recreationist is found and an equivalent site is available, the recreationist may qualify for a reduction in the annual fee from the first day of the following month.
3. The recreationist is not entitled to a reduction if the agreement is terminated due to a breach or unlawful actions on their part.
4. Clearing and vacating the site are governed by Article 15.

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## Article 14: Interim Termination by the Operator for Breach or Unlawful Acts

1. If the recreationist, co-recreationist(s), or third parties fail to comply with their obligations under the agreement, the operator's rules, or government regulations, despite prior written warnings, the operator may terminate the agreement immediately. In urgent cases, warnings may be omitted.
  2. The operator may immediately prohibit the use of the site or recreational unit and disconnect utilities if safety requirements are not met. The recreationist has one month to address the issues after written notice. If compliance is still not achieved, the operator may terminate the agreement immediately.
  3. Termination must be communicated in writing via registered mail or a personally delivered letter. The operator must inform the recreationist of their right to present the dispute to the Disputes Committee and the applicable deadlines.
  4. In urgent cases, the operator may forbid access to the site and/or recreational unit for the recreationist, co-recreationist(s), and third parties, pending the Disputes Committee's decision.
  5. After termination, the recreationist must clear the site, remove the recreational unit, and cease entry to the premises. Clearing and vacating the site are governed by Article 15.
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#### **Article 15: Clearing and Vacating the Site**

1. Clearing the site means removing all personal belongings from the site and the premises, excluding items owned by the operator.
2. If the recreationist disputes termination and submits the dispute to the Disputes Committee, the operator cannot clear the site until the committee has issued a decision.
3. Upon termination by the recreationist, the site must be cleared and vacated by the last day of the agreed period.
4. In cases of interim termination by the recreationist, the site must be cleared and vacated by the termination date.
5. If the recreationist fails to clear the site as required, the operator may issue a written warning and, after a reasonable period, clear the site at the recreationist's expense. The operator must specify the implications of non-compliance in the warning.
6. Following termination by the operator, the recreationist must clear the site by the last day of the agreed period.
7. In cases of interim termination by the operator, the recreationist must clear the site within a reasonable timeframe, not exceeding one month from the termination date.
8. If the recreationist fails to comply with clearing obligations, the operator may clear the site and dispose of any items left behind at the recreationist's expense. The operator must provide proper notification in such cases.
9. Costs incurred for clearing, storing, or disposing of items will be charged to the recreationist. Any proceeds from the sale of items will be used to offset these costs, and the recreationist will receive any remaining balance.

10. Items deemed unsellable may be treated as waste and destroyed at the recreationist's expense.
  11. The recreationist is not liable for damage caused during clearing if it cannot be attributed to them. Conversely, the operator is liable for any damage caused by their actions during clearing unless this damage is unavoidable.
  12. The recreationist indemnifies the operator against liabilities related to hazardous materials (e.g., asbestos or chemical waste) unless the presence of such materials falls under the operator's responsibility.
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#### **Article 16: Legislation and Regulations**

1. The recreationist must ensure that the site and recreational unit comply with environmental and safety standards imposed by the government or operator.
  2. The operator has the right to access the recreational unit to inspect compliance with these standards. Inspections must be announced in advance in writing.
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#### **Article 17: Maintenance and Construction**

1. The operator must maintain the site and central facilities in good condition.
  2. The recreationist must keep the site and recreational unit in proper repair.
  3. Without prior written or electronic permission from the operator, the recreationist, co-recreationist(s), or third parties may not:
    - Dig, cut trees, or prune shrubs.
    - Install gardens, fences, or structures such as verandas or terraces.
    - Place or modify any other fixtures or improvements.
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#### **Article 18: Liability**

1. The operator's liability for damages other than injury or death is limited to €455,000 per event. The operator must be insured for this amount.
2. The operator is not liable for accidents, theft, or damage on the premises unless caused by a breach attributable to them.
3. The operator is not responsible for damage caused by extreme weather or other force majeure events.
4. The operator is liable for utility disruptions unless caused by force majeure or issues beyond their control at the connection point.
5. The recreationist is responsible for utility issues beyond the connection point unless caused by force majeure.

6. The recreationist is liable for damages caused by themselves, co-recreationist(s), or third parties under their responsibility.
  7. Upon receiving complaints of disturbance caused by other recreationists, the operator must take appropriate action.
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### **Article 19: Dispute Resolution**

1. The recreationist and the operator are bound by decisions of the Disputes Committee.
  2. Dutch law applies to all disputes related to the agreement. Disputes may only be brought before the Disputes Committee or a Dutch court.
  3. Complaints must be submitted to the Disputes Committee within 12 months of the recreationist filing the complaint with the operator.
  4. The operator must ask the recreationist if they agree to submit a dispute to the Disputes Committee. If not, the operator may take the matter to court after five weeks.
  5. The Disputes Committee's jurisdiction does not include disputes over personal injury or unpaid invoices without material complaints.
  6. A fee is required for dispute processing.
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### **Article 20: Performance Guarantee**

If the operator is a RECRON member at the time a dispute is filed, RECRON will honor the Disputes Committee's decision if the operator fails to comply within the set timeframe.

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### **Article 21: Amendments**

Changes to the RECRON terms can only be made in consultation with consumer organizations represented by the ANWB and Consumers' Association.

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### **Article 22: Applicability**

1. These terms apply to all agreements from March 1, 2016.
2. The operator must provide the recreationist with a copy of these terms.