

Summio Parcs General Terms and Conditions

1. DEFINITIONS

In these General Terms and Conditions, the following definitions apply, unless otherwise stated in the article:

Accommodation / Accommodation Unit(s): all holiday accommodation to be used for recreational purposes (such as a hotel room, apartment or villa).

Additional costs: additional costs: costs including but not limited to booking and processing costs, costs for bed linen, cleaning or final cleaning, tourist tax and charges, must be paid for each booking.

Agreement: the agreement concluded by the Tenant with Summio Parcs in respect of renting the Accommodation for recreational use.

Arrival: the start date of the period for which the Agreement has been concluded between the tenant and Summio Parcs.

Booking: the booking for an Accommodation Unit at Summio Parcs.

Customer Contact Centre: the department "Contact Center" of Summio Parcs, which can be contacted from Monday to Friday from 09:00 hours to 20:00 hours and on Saturday and Sunday from 09:00 hours to 17:00 hours at +31 85 013 05 00 or by email at reservations@summio.nl.

Deposit: a sum that may be charged by Summio Parcs or the park as security to cover any claims, damage and/or costs as a consequence of but not limited to additional work, vandalism and suchlike, caused during the stay by the tenant or through their actions. If the tenant's account number is known and no damage and/or additional costs have been identified, the Deposit will be paid back within ten business days of departure.

Facilities: all facilities at and/or outside the park that may be used on the basis of the Agreement.

Flexible Price: A Booking made against a flexible price may be cancelled and/or changed free of charge, without giving reasons, up to 28 days before Arrival. 50% of the Holiday Sum must be paid at the time of making the Booking. The remaining 50% must be paid at the latest 28 days before Arrival. Different conditions apply to Summio Parc Aquadelta: a booking made against a flexible price may be cancelled and/or changed free of charge, without giving reasons, up to 28 days before Arrival. Only the booking costs (€ 42,50) needs to be paid at the time of booking. The remaining travel sum must be paid at the latest 28 days before Arrival.

General Terms and Conditions: these terms and conditions, which apply to the Agreement concluded between the tenant and Summio Parcs.

Group Booking: a Booking for four (4) Accommodation Units or more.

Holiday Sum: the rent for the Accommodation including any Additional Costs.

House Contents: the contents and furniture of the Accommodation, such in the broadest meaning of the word.

In Writing: by email with confirmation of receipt or by registered letter.

Long Stay: a Booking for 22 nights or more.

No-Show: not arriving at the park within 24 hours, to be calculated from the earliest check-in time on the Arrival date, without prior notification by the Tenant to Summio Parcs or the reception of the park.

Park: the location where the Accommodation is situated.

Park Rules: the rules applicable at the relevant Park, such as but not limited to rules about the use of the Accommodation, Facilities, etc.

Reception: the reception area at the Park, where the Tenant must check in and check out of the Accommodation and where the Tenant can ask any questions.

Rent: The Flexible or Standard Price agreed when the Agreement was concluded.

Standard price: the Standard Price is the cheapest rate offered by Summio Parcs. A Booking made against a Standard Price can be cancelled free-of-charge up to the 94th day prior to Arrival. Cancellation charges are charged if the Booking is cancelled in the period 93 days prior to Arrival. 50% of the Holiday Sum must be paid at the time of making the Booking. The remaining 50% must be paid at the latest 28 days before Arrival. Different conditions apply to Summio Parc Aquadelta: a booking made against a Standard Price can be cancelled free-of-charge up to the 94th day prior to Arrival. Cancellation charges are charged if the Booking is cancelled in the period 93 days prior to Arrival. 10% of the Holiday Sum must be paid at the time of making the Booking. The remaining 90% must be paid at the latest 28 days before Arrival.

Summio Parcs: Summio Parcs B.V., with its registered office in Arnhem, registered in the Commercial Register under number 09170603, or its affiliated companies that rent Accommodation.

Tenant: the person making a Booking with Summio Parcs, as well as the other persons using the rented Accommodation.

Website: the website(s) of Summio Parcs.

The definitions can be used in the singular or in the plural, without any loss of their meaning.



2. APPLICATION

- 2.1 These General Terms and Conditions apply to all offers, competitions and campaigns, Bookings and Agreements regarding the Accommodation let by Summio Parcs.
- 2.2 Summio Parcs expressly rejects any general terms and conditions referred to or applied by the Tenant.
- 2.3 Any terms agreed that derogate from the General Terms and Conditions apply only if they have been agreed In Writing by the Tenant and Summio Parcs.

3. BOOKINGS

- 3.1 Bookings can be made directly via the website or by e-mail to reservations@summio.nl. Bookings can be made by telephone by calling +31 85 013 50 40.
- 3.2 Summio Parcs reserves the right not to process any Bookings made by persons younger than 18.
- 3.3 Summio Parcs reserves the right to refuse bookings or impose additional conditions on Bookings without giving reasons.
- 3.4 Once the Tenant has made the Booking, the Tenant will receive a booking confirmation with corresponding invoice. The Tenant must check this for correctness immediately upon receipt and notify Summio Parcs of any inaccuracies forthwith. The Tenant remains responsible for any inaccuracies in a Booking.
- 3.5 When making a Booking for a Long Stay or a Group Booking, the Tenant may contact the Summio Business Line by telephone on +31 26 353 77 22 or at the email address business@summio.nl and ask for a proposal and the Business Line terms and conditions.
- 3.6 If the Tenant is not in possession of a booking confirmation with corresponding invoice within 5 (five) days of making the Booking, the tenant must contact the Customer Contact Center. Department. In the absence of the booking confirmation / invoice, it is not possible to make any claims on the basis of the Booking.
- 3.7 An Agreement is concluded between the Tenant and Summio Parcs when the Tenant has made a Booking and Summio Parcs has confirmed the Booking to the Tenant.
- 3.8 Summio Parcs reminds Tenant that the Reservation that Tenant makes is legally final. A right of withdrawal (the so-called reflection period) of 14 days does not apply to the Contract that the Tenant concludes with Summio Parcs.

4. PRICES

- 4.1 When making a Booking, the Tenant can choose between a Flexible Price and a Standard Price.
- 4.2 The Tenant must specify any preferences when making the Booking; such preferences will only be granted on the basis of availability. Preferences are invoiced at a rate of €35 for each Accommodation Unit. If this invoice is missing or has not been paid, these preferences cannot be claimed.
- 4.3 The Tenant owes Summio Parcs: the agreed Rent and Additional Costs, as specified in the confirmation and the invoice for the Booking.
- 4.4 Once Summio Parcs has sent the confirmation of the Booking with corresponding invoice, the Tenant can no longer make use of any other discounts or special offers.
- 4.5 All prices include VAT where applicable, unless otherwise stated.
- 4.6 Summio Parcs may pass on to the Tenant any price increases as a consequence of interim amendments to statutory regulations and provisions (including but not limited to the rate for VAT, tourist tax and charges) and on which Summio Parcs has no influence.

5. CANCELLATION OR AMENDMENT OF THE AGREEMENT

- 5.1 A Booking made against the Flexible Price can be cancelled free of charge up to 28 days prior to Arrival.
- 5.2 A Booking made against the Standard Price can be cancelled up to 94 days prior to Arrival free-of-charge. Thereafter, the cancellation costs are as follows:
 - From the 93rd day up to the 29th day prior to Arrival, the cancellation costs are 50%;
 - From the 28th day prior to Arrival until the day of Arrival, the cancellation costs are 100%.



- 5.3 After cancellation, the Tenant will receive a cancellation notice. It specifies the cancellation costs.
- 5.4 Booking and processing costs of € 42,50 are non-refundable.
- 5.5 Following a "No-Show", the Booking will be cancelled and the Tenant will only be entitled to a refund of the paid tourist tax and charges. The other Additional Costs will not be refunded. This applies to Bookings made against either the Standard Price or the Flexible price.
- 5.6 A Booking made against the Flexible Price can be cancelled free of charge up to 28 days prior to Arrival. The new Holiday Sum will then be offset against the old Holiday Sum, and the Tenant will receive an additional credit note for this.
- 5.7 If, due to circumstances, Summio Parcs needs to make a change to the Booking made by the Tenant, for example with regard to the Park, the period of stay or the type and/or location of the Accommodation, Summio Parcs may offer the Tenant a suitable alternative.

6. SUBSTITUTION

- 6.1 The Tenant may not, for any reason whatsoever, make the Accommodation available for use to persons other than those mentioned in the Agreement, unless otherwise has been agreed In Writing with Summio Parcs.
- 6.2 If the Tenant and Summio Parcs have agreed a substitution as referred to in article 6.1 in Writing, the Tenant, in addition to the person replacing the Tenant, remains jointly and severally liable towards Summio Parcs for the payment of the part of the Holiday Sum that is still outstanding.

7. ADDITIONAL COSTS

- 7.1 In addition to the Rent, the Tenant is also due to pay Additional Costs to Summio Parcs.
- 7.2 The tourist tax and charges are determined partly by the relevant municipality where the Park is located. The Tenant is due to pay this tourist tax and charges, which forms part of the Additional Costs, at all times.

8. DEPOSIT

- 8.1 Payment of a Deposit to Summio Parcs or the Park will be due on demand. In such case, the Tenant must cooperate and pay this Deposit.

9. PAYMENTS

- 9.1 When making a Booking against the Flexible Price, the Tenant must pay 50% of the Holiday Sum immediately and the remaining 50% of the Holiday Sum at the latest 28 days prior to Arrival. Different conditions apply to Summio Parc Aquadelta: When making a Booking against the Flexible Price, the Tenant must pay only the booking fee (€ 42,50) immediately and the remaining Holiday Sum at the latest 28 days prior to Arrival.
- 9.2 When making a Booking against the Standard Price, the Tenant must pay 50% of the Holiday Sum immediately and the remaining 50% of the Holiday Sum at the latest 28 days prior to Arrival. Different conditions apply to Summio Parc Aquadelta: When making a Booking against the Standard Price, the Tenant must pay 10% of the Holiday Sum immediately and the remaining 90% of the Holiday Sum at the latest 28 days prior to Arrival.
- 9.3 If, upon Arrival, it is evident that the Holiday Sum has not yet been credited to the bank account of Summio Parcs in full, the Tenant must pay the outstanding amount due immediately before getting access to the Accommodation. If it turns out that the payment has been made by the Tenant but the amount has not yet been credited to the bank account of Summio Parcs upon Arrival, a refund will be made afterwards.
- 9.4 If payment does not take place in time, the Tenant will be in default immediately when the due date for payment has passed. If no payment is made or payment does not take place on time, Summio Parcs may terminate the Agreement. The Tenant is liable for all costs and loss suffered by Summio Parcs as a consequence of this. Summio Parcs reserves the right in any case to charge the full Holiday Sum to the Tenant.

10. ARRIVAL AND DEPARTURE

- 10.1 The times for checking in and out can be found in the booking confirmation.



- 10.2 The Tenant can extend the Agreement with Summio Parcs at an additional charge on the basis of availability, if Summio Parcs agrees to this In Writing. Summio Parcs may allocate a different Accommodation Unit for this purpose. The additional charge will be confirmed to the Tenant and must be paid immediately.
- 10.3 If the Tenant arrives late and/or leaves early, the Holiday Sum for the whole Booking will remain due.
- 10.4 The Tenant must inform Reception at the Park in a timely manner if the Tenant is going to arrive at the Park after the check-in time.

11. RULES

- 11.1 The Tenant must behave as befits a good tenant in respect of the Accommodation and the Facilities.
- 11.2 The Tenant must also observe the rules adopted by the Park, which include in any case the Park Rules.
- 11.3 When checking in at Reception, the Tenant must provide proof of identity. If the Tenant is unable to provide proof of identity, Summio Parcs and/or the Reception of the Park may decide to refuse the Tenant entry.
- 11.4 The Accommodation Unit may only be occupied by the maximum number of persons specified on the Website of Summio Parcs, with the exception of children up to one year old.
- 11.5 Summio Parcs reserves the right to make changes to the availability and opening hours of the Facilities of the Park or to perform any necessary maintenance to the Accommodation and/or on the Park, without the Tenant being entitled to any kind of payment or compensation.
- 11.6 On departure, the Tenant must leave the Accommodation broom clean, in accordance with the applicable Park Rules.
- 11.7 In the event of a breach of the rules included in these General Terms and Conditions and/or the Park Rules or failure to comply with any instructions by the staff at the Park, Summio Parcs or the Park may remove the Tenant from the Park forthwith, with no refund of the Holiday Sum or part thereof being made.
- 11.8 If the park management has a serious suspicion that the Tenant of an Accommodation Unit is acting in breach of the law and/or public order or public decency, the park management may enter the Accommodation Unit.

12. PETS

- 12.1 Pets are permitted only if this is expressly stated and if the pets were mentioned when making the Booking. Adding a pet to an existing Booking is only possible on the basis of availability.
- 12.2 The Tenant will be liable at all times for any damage caused to the Accommodation and/or any inconvenience caused at the Park by the pet.
- 12.3 Pets that may cause any kind of danger to their environment are not permitted.

13. USE OF ACCOMMODATION; HOUSE CONTENTS

- 13.1 Each Tenant is jointly and severally liable for day-to-day life in and around the Accommodation and at the Park taking place in an orderly fashion.
- 13.2 The Tenant is jointly and severally liable for any loss caused by any breakage, disappearance and/or damage of the House Contents and/or any damage to the Accommodation. Any damage must be reported by the Tenant to Summio Parcs and/or the Reception of the Park immediately and must be paid for immediately at the Park. If the Tenant can demonstrate that the damage was not attributable to the Tenant, the aforementioned provision will not apply.

14. FORCE MAJEURE AND LIABILITY

- 14.1 Force majeure on the part of Summio Parcs exists if Summio Parcs is prevented from performing the Agreement in full or in part, whether or not temporarily, due to circumstances beyond its control, such as but not limited to the risk of war, strikes called by staff, blockades, fire, flooding, epidemics and other events.
- 14.2 If Summio Parcs is unable to perform the Agreement in full or in part due to force majeure, whether or not temporarily, Summio Parcs may present a proposed change to the Tenant after it has become aware that it will not be able to fulfil the Agreement at all or temporarily. Summio Parcs will never be held to pay any costs and/or damages to the Tenant.
- 14.3 The Tenant will not be obliged to accept the proposed change. If the Tenant does not wish to make use of this, the Tenant must make this known within 14 days of receipt of the proposed change. In that case, Summio Parcs may



terminate the Agreement with immediate effect. The Tenant will then be entitled to cancellation and repayment of any part of the Holiday Sum that has already been paid.

- 14.4 Summio Parcs is not liable for the theft of or damage to any objects or damage to any persons, of whatever nature, during or as a consequence of the stay at the Park or the use of the Accommodation and/or other Facilities at the Park, unless such is the consequence of intent or wilful recklessness on the part of Summio Parcs or its staff.
- 14.5 Summio Parcs does not accept any liability for any damage caused by loss of holiday enjoyment due to, for example but not limited to, unexpected building activities or other activities near the Accommodation, limited availability of Facilities, work being carried out on access and/or main roads or excessive noise levels caused by neighbours, church bells, fireworks, cars, trains and/or farm machinery and nuisance caused by vermin in, around and in the vicinity of the Accommodation.
- 14.6 The Tenant is jointly and severally liable for loss and/or damage with regard to the rented Accommodation and/or other property of Summio Parcs occurring during the use thereof, irrespective of who has caused the damage.
- 14.7 The Tenant indemnifies Summio Parcs against any liability in terms of damage suffered by third parties which is the consequence of any action or failure to act by the Tenant or any third parties who are at the Park with the Tenant's permission.
- 14.8 Summio Parcs is not liable for any additional activities planned by the Tenant on the basis of the Booking.
- 14.9 If the Accommodation is used incorrectly or is left incorrectly on departure, for example but not limited to leaving the Accommodation behind in an excessively dirty state, additional costs will be charged, which the Tenant will then have to pay immediately.
- 14.10 Any liability of Summio Parcs towards the Tenant will be limited to the Holiday Sum at all times, unless damage has been caused by any intentional or negligent action.

15. COMPLAINTS

If the Tenant has a complaint during their stay at the Park, the Tenant must report this at the Reception of the Park. If the Tenant is no longer staying at the Park or in the unlikely event that the complaint has not been resolved satisfactorily, the Tenant can report this by sending an email to customerservice@summio.nl, stating the surname of the person who made the booking, the email address used to make the booking, a telephone number, the booking number, the date of the complaint, the Park, a description of the complaint and the expected outcome. The complaint must be submitted within one month of departure.

16. GOVERNING LAW

The Agreement between the Tenant and Summio Parcs is governed exclusively by Dutch law. Any disputes about the Agreement can only be submitted to the competent court at the Court of Gelderland, location Arnhem.

17. TRAVEL DOCUMENTS

The Tenant is responsible for being in possession of valid travel documents. Summio Parcs does not accept any liability for the consequences of failure to be in possession of the correct travel and/or medical documents and/or any proof of vaccination required at the time.

18. PRIVACY

- 18.1 By accepting the General Terms and Conditions, the Tenant gives permission to Summio Parcs to register personal data in the booking system and to provide this to the Park, such in accordance with the General Data Protection Regulation (GDPR).
- 18.2 Summio Parcs will correct, supplement, delete or block the Tenant's data at the Tenant's request, for example when the data is factually incorrect. As a consequence of this, the Tenant may no longer be able to use any or part of our services.

19. GENERAL

- 19.1 Summio Parcs will send its correspondence digitally, unless such is not possible for whatever reason.



19.2 All communications are subject to printing and typesetting errors. Summio Parcs does not accept any liability for the consequences of any printing and typesetting errors.