

## Terms and conditions

### 1. Applying general conditions

1.1. These Terms and Conditions apply to all offers, booking requests, bookings and agreements with TopParken Holding B.V. (TopParken) or its affiliated companies, directly or indirectly, relating to any kind of accommodation and camping pitch rented out by TopParken.

1.2. TopParken explicitly rejects the application of other general terms and conditions.

1.3. Exceptions to these General Terms and Conditions are only possible if parties have agreed upon them in writing.

### 2. Reservation

2.1. TopParken only accepts reservation requests from persons aged eighteen (18) and older. The lessee must be eighteen (18) years or older and be present during the booking period. TopParken reserves the right to refuse a reservation request, without any further explanations.

2.2. The agreement between TopParken and the lessee is concluded when TopParken has sent the reservation confirmation – which also is the invoice - to the lessee by mail or by e-mail, thus being expected that the lessee will receive the confirmation within ten (10) days.

2.3. The lessee must check the reservation confirmation for accuracy. Inaccuracies must be communicated directly to TopParken. If the lessee does not receive the written confirmation / invoice within ten

(10) days after the reservation has been made, the lessee must immediately contact the reception of the park, or else the reservation cannot be invoked.

2.4. The Lessee will make a (partial) payment to TopParken within the term set in the reservation confirmation. TopParken is entitled to regard the agreement as cancelled if TopParken does not receive the agreed (partial) payment within the specified period. In that case, TopParken has the right to release the reserved accommodation without further notice to the lessee in order to lease it to others and to charge the lessee for non-compliance and 'cancellation'.

2.5. The agreement concerns the renting of an accommodation and / or camping site and / or other facility including the additional costs for recreational use, which is short-term by its nature.

### 3. Changes to the reservation / agreement.

TopParken is not obliged, after the conclusion of the agreement, to make changes to the agreement at the lessee's request. If TopParken makes a change, TopParken has the right to charge the lessee change costs, which amount to at least €15.00 per change.

#### 4. Prices

4.1. The lessee owes TopParken the agreed rental price and additional costs, as stated on the final reservation confirmation.

4.2. The prices and additional costs for each park are listed on the price list and the various (park) sites of TopParken. The prices on the final reservation confirmation / invoice are binding.

4.3. Unforeseen, justifiable price increases can be passed on to the lessee. All prices mentioned on the price list and websites are subject to change and may be subject to change.

4.4. Any discount actions do not apply to existing / already made bookings.

4.5. All prices include VAT according to the guidelines of the VAT administration at the time of the booking confirmation. Any changes in the VAT rate can be charged to the lessee afterwards and grant the lessee no right to cancel the booking.

4.6. All prices mentioned on the price list and websites include service costs for two people, tourist tax / park charges (depending on the municipality where the park is located) on a basis of two people for one night and costs for one day internet type Bronze. Additional prices for stays for several nights are not shown in the first visualised price. Any costs for changing a booking are also not included.

4.7. All prices mentioned on the price list and websites include water consumption, gas and electricity, final cleaning, use of the facilities in the accommodation and on the park and one waste coin per stay; for stays longer than one week one waste coin is provided per week.

#### 5. Payment

5.1. Lessee must pay a deposit within two (2) days after reservation according to the reservation confirmation / invoice. The remainder must be paid six (6) weeks before arrival.

5.2. If a reservation is made within six (6) weeks before arrival, the entire amount must be paid immediately.

5.3. If a reservation is made ten (10) days before arrival, then the entire amount must be paid on arrival by cash payment or payment by debit/credit card in the relevant park.

5.4. The lessee is not entitled to a (partial) refund of the rent amount if the lessee leaves before the agreed departure date.

5.5. If the lessee does not appear on the agreed arrival date, the lessee owes the entire rent to TopParken. TopParken has the right to collect the entire rent from the credit card of the lessee.

5.6. TopParken has the right to cancel the reservation and to release the accommodation / camping pitch, without further notice to the lessee, for letting to others, if a payment term has expired and the lessee has not fulfilled his/her obligations.

5.7. TopParken has the right to dissolve the agreement without further notice of default or intervention of the court, meaning that the lessee is liable for all damage that TopParken suffers or will suffer as a result, if:

at the start of the rental period the total rent is not paid, it is immediately regarded as negligent omission;

at the start of the rental period the deposit is not paid, or an authorisation for this has not been signed;

lessee leaves the rented place prematurely;

the lessee fails to occupy the leased property on the day of commencement of the rental period before 5 pm, without informing TopParken in due time that the leased place will be occupied later during the rental period.

TopParken is entitled to a compensation of the statutory interest plus a surcharge of 4% on unpaid amounts and / or claims for compensation from the moment that the amounts become due and payable.

TopParken is entitled to reimbursement of the legal collection costs if their claim(s) remain unpaid. Insofar as the lessee is a consumer, the decision applies for compensation for extrajudicial collection costs. If the lessee is not a consumer but acts in the exercise of his/her profession or business, TopParken is entitled to compensation of debt collection costs up to an amount of 15% of the outstanding claim.

5.8. TopParken always has the right to settle claims with the lessee for whatever reason, with the amounts paid by the lessee for whatever reason.

## 6. Changeover days / stay

6.1. The rented camping pitch can be occupied on the agreed day of arrival as stated on the booking confirmation between 1 PM and 5 PM. On the agreed day of departure, as stated on the booking confirmation, the lessee must have cleared the camping pitch before 11:00 am.

6.2. The rented accommodation can be booked on the agreed day of arrival as stated on the booking confirmation between 15:00 and 17:00. On the agreed day of departure, as stated on the booking confirmation, the lessee must leave the accommodation before 10:00 am.

6.3. The park reserves the right to carry out a final inspection on the departure date from 9:00 am regarding the state of the rented property and the completeness of the inventory. On the day of departure, the lessee must hand in any keys, barrier badges and straps. The park reserves the right to settle any defects or damage with the deposit.

6.4. Deviating arrival and departure times must be communicated to the park in time. In case of late checkout, an amount may be charged to the lessee.

6.5. On arrival, the lessee receives an information package about the park, the accommodation or the camping pitch.

## 7. Deposit

7.1. The lessee must pay a deposit upon arrival at the park at the reception, or must issue a written authorisation for the collection of a deposit. TopParken determines how the deposit must be paid by the lessee. The deposit is €350,00.

7.2. The deposit serves as security for TopParken for damage / extra costs, in the broadest sense of the word, which TopParken can suffer / must incur in the event of non-compliance with the obligations of the lessee and of those who accompany the lessee. Any damage caused to the rented property during the tenant's rental period will be deducted from the deposit. Extra costs, such as extra cleaning costs due to excessive pollution, can also be deducted from the deposit.

7.3. TopParken will return a cash deposit after the final inspection of the rented property to the lessee after deduction of any damage / extra costs. If the deposit is not sufficient for the damage and costs, the additional damage and costs will be charged by TopParken to the lessee afterwards.

7.4. TopParken will annul the authorisation if no damage / extra costs are detected during the final inspection of the accommodation / camping site. If damage / extra costs are discovered during the final inspection, the damage amount will be debited from the tenant's account. The deduction will never exceed the amount of the authorisation. If the deposit is insufficient for the damage / extra costs, TopParken will charge these costs to the lessee afterwards.

## 8(Household) regulations

8.1. Guests must adhere to the rules set by the park, also specified in the site regulations. TopParken has the right to remove the lessee and his/her traveling companions from the park immediately, if the household rules are violated and/or the instructions from the staff are not observed. In that case the lessee is not entitled to a refund of (a part of) the rent and/or return of the deposit.

8.2. TopParken reserves the right to request the lessee to present a valid proof of identity at check-in. TopParken is entitled to deny access to the park and the rented accommodation to lessees who cannot identify themselves .

8.3. TopParken reserves the right to make changes to the setup and opening hours of the facilities of the parks. Lessee will allow necessary maintenance during the rental period to the rented property. The lessee cannot claim compensation. The need for maintenance is at the discretion of TopParken. The lessee will also have to tolerate that during the stay, work can be carried out on the facilities of the park.

8.4. The lessee must give employees of TopParken (administration) direct access to the rented property at all times. If there is room for consultation, this will take place in consultation between the lessee and the employees of TopParken.

8.5. The lessee will only use the leased property as a holiday accommodation and neither lessee, nor co-users can ever register in the municipal personal records database at the address of the TopParken's park.

8.6. The rented property is made available to the lessee by handing over the keys. The keys will only be handed over if the full rent and all additional costs have been paid to TopParken. On the

agreed date of departure before 10 am (accommodation) and before 11 am (camping pitch), the lessee will hand over the keys, the barrier badges and the like at the reception of the park.

8.7. The tenant may not relinquish the rented property to third parties in rent and/or use, nor allow more people to stay there than stated in the reservation and stated on the reservation confirmation. TopParken has the right to dissolve the agreement immediately and without the intervention of the court, if they find out that the agreed number of persons at the place of stay has been exceeded.

8.8. The lessee is obliged to use the rented property and the inventory belonging to it with care and to treat the rented property and the inventory diligently. All damage to the rented property by or on behalf of the lessee or his fellow users must be reported to TopParken by the lessee before departure. If possible, TopParken will settle directly with the lessee.

8.9. The lessee is obliged to always close the rented property properly in the event of absence. All damage resulting from non-compliance with this obligation by the lessee will be charged by TopParken to the lessee.

8.10. It is not permitted to smoke in the rented accommodation except when indicated. If the lessee smokes in a non-smoking accommodation area, TopParken will charge an amount of €250.00 and deduct it from the deposit, to cover the costs of cleaning the rented property.

8.11. It is not permitted to use other appliances for heating, cooking and washing purposes in the rented accommodation than those provided by TopParken.

8.12. On the day of departure, the lessee must remove the bedding, set the refrigerator to 1, switch off the lights, set the thermostat to 15 ° C and close the windows and doors properly. The lessee will leave the rented property in an orderly and broom clean state on the day of departure.

## 9. Pets

9.1. Depending on the accommodation, it is allowed to bring your pet to your accommodation (maximum 2 pets per accommodation / camping pitch).

9.2. The lessee must state during booking whether pets are brought along. The costs associated with the stay of pets are indicated on the rates list as well as on the reservation confirmation / invoice.

9.3. The lessee must follow possible instructions in the park. Pets must not cause any inconvenience to other guests of the park and must be walked in the special areas provided for this purpose.

## 10. Force Majeure

Force majeure on the part of TopParken occurs if the performance of the agreement in whole or in part, whether or not temporarily, is obstructed by circumstances beyond the fault of TopParken, including in any case employee strikes, blockades, fire and other malfunctions and / or events. TopParken is entitled to provide the lessee with an equivalent replacement accommodation / pitch, if the rented property is not available due to force majeure and / or other circumstances. The lessee will never be able to use this case against TopParken in court.

## 11. Liability

11.1. TopParken accepts no liability for theft (including theft from cases or lockers) and loss or for damage to property or persons, of whatever nature, during or as a result of a stay at one of the parks of TopParken.

11.2. TopParken accepts no liability for the fact that the stay of the lessee in one of the parks of TopParken does not meet the expectations of the lessee.

11.3. TopParken accepts no liability for damage or injury caused to goods or persons as a result of a stay on the grounds of one of the park of TopParken or arising from the use of the facilities present on the grounds.

11.4. TopParken is not liable for damage claims arising from noise nuisance caused by third parties.

11.5. TopParken is not liable for damage resulting from information provided by employees orally or by telephone.

11.6. TopParken is not liable for the disabling and / or decommissioning of facilities and / or services.

11.7. It may be possible that (part of) the park facilities have limited opening times during certain weeks of the year. To ensure that all facilities are accessible in a certain period, TopParken advises the lessee to check this when making the reservation. This prevents any disappointment upon arrival at the park.

11.8. The lessee and his travel companions are jointly and severally liable for all loss and / or damage to the rented property and other properties of TopParken (or the private accommodation owners), arising during the rental period. This is irrespective of whether the damage is the result of acts or omissions of the lessee, his traveling companions, his/her pets and / or third parties that are located in the park by the lessee.

11.9. The lessee is obliged to pay all extra costs incurred as a result of incorrect use

or of not leaving the rented property in a proper condition. This provision includes, but is not limited to, leaving behind excessive filthiness. These additional costs can be settled by TopParken with the deposit.

11.10. The lessee declares to be familiar with the location, layout and condition of the rented property on the basis of provided (written) information, etc..

11.11. The layout / arrangement of the accommodations may differ.

## 12. Complaints

Despite the care and effort of TopParken, it can occur that a complaint arises. Complaints must be reported immediately to the reception of the park. If a complaint cannot be rectified or is not satisfactorily rectified, the lessee is requested to register the complaint in writing during the rental period.

### 13. Cancellation policy

Without a cancellation insurance or with a cancellation insurance and without a valid cancellation reason (without coverage) the following cancellation conditions apply. The compensations due by the lessee to TopParken in case of cancellations are:

- a. cancellation from 93 days before arrival, 15% of the total rental amount;
- b. cancellation from 62 to 93 days before arrival, 50% of the total rent;
- c. cancellation from 31 to 62 days before arrival, 75% of the total rental amount;
- d. in case of cancellation from 1 to 31 days before arrival, 90% of the total rent;
- e. in case of cancellation on the day of arrival or in case of an early departure, 100% of the total rent.

### 14. Cost overview

Reservation costs for an accommodation: €22.00 per booking in advance and €10.00 with a booking made at the reception on the arrival day. Reservation costs for a camping pitch: €15.00 per booking in advance and €7.50 with a booking made at the reception on the arrival day. Change costs: €15.00 (administration costs for changes in bookings already made). Essential costs / preferential booking: €15.00 for an accommodation and €7.50 for a camping pitch. In addition, lessees are faced with park charges / tourist taxes and service costs.

### 15. Photos and videos

If a lessee or the person who accompanies him or her or who because of him/her finds oneself in the park, happens to be on a photo and / or a video taken (in) for display in a TopParken publication and / or for display on an internet site of TopParken, his/her consent to the use of the photo and / or video in the publication and / or on the internet site is presumed, even if he / she is recognisable on the photo / video.

### 16. General

16.1. Obvious printing and typing errors do not bind TopParken. These General Terms and Conditions cancel all previous publications. Where these terms and conditions refer to stay, this means an accommodation or a camping pitch. Where these conditions refer to accommodation, it means a chalet, cottage, bungalow, apartment or hiker's cabin.

16.2. Dutch law applies to all agreements between the lessee and (the parks of) TopParken.