

General rental terms

Article 1: Definitions

In these terms and conditions, the following is understood by:

- a. holiday accommodation: (static) caravan, bungalow, summer house, etc.;
- b. entrepreneur: the company, institution, or Foundation that provides the holiday accommodation;
- c. recreant: the person who enters into the agreement regarding the holiday accommodation with the entrepreneur;
- d. period of stay: period of at least one day and at most three months in a calendar year;
- e. connection costs: costs for connecting the holiday accommodation to an already existing utility network;
- f. code of conduct: rules regarding the use of and stay at the recreational company, the site, and in the holiday accommodation;
- g. complaints protocol: if a recreant has a complaint that has not been resolved in consultation with the relevant entrepreneur, the recreant may report a complaint to a designated legal procedure for that purpose.

Article 2: Content of agreement

1. The entrepreneur provides to the holidaymaker, for recreational purposes, and not for permanent residence, the agreed holiday accommodation for the agreed stay period.
2. The agreement is concluded based on the information, brochure(s) and/or other promotional material provided by the entrepreneur to the holidaymaker.

Article 3: Soundness and Safety

1. The entrepreneur has the right to check or have checked the soundness and safety of the electrical, gas, and water installations present in the holiday accommodation, whereby the conditions of the utility company are leading, as well as any relevant laws and regulations.
2. The entrepreneur is responsible for the soundness and safety of the holiday accommodation provided, unless he can invoke force majeure or these are the result of malfunctions in the installation for which the holidaymaker is responsible.
3. The holidaymaker is not allowed in any way to have an LPG installation on the premises other than an installation in a motor vehicle approved by the Netherlands Vehicle Authority.

Article 4: Maintenance and Construction

1. The entrepreneur ensures that the recreational area and the holiday accommodation are kept in proper maintenance condition.

2. It is not allowed for the holidaymaker or user—apart from usual maintenance—to dig on the site, cut down trees or trim shrubs, create gardens, plant bulbs, install antennas or satellite dishes, put up fences or partitions, build verandas, tile platforms, or add extensions or any other facilities of any kind to, on, under, or around the holiday accommodation without prior written permission from the entrepreneur.

Article 5: Price and price changes

1. The agreed price includes the costs of using gas, electricity, water, sewage, and other associated costs, with the exception of cleaning costs and tourist tax, unless otherwise announced in advance.

2. If, after the price has been determined, additional costs arise for the entrepreneur due to an increase in charges as a result of a change in taxes, levies, or other charges that also concern the holidaymaker, these may be passed on to the holidaymaker.

Article 6: Price change in agreements concluded for longer than one month

1. Without prejudice to the provisions of Article 5 paragraph 2, the entrepreneur has the right to make a change in the agreed rate at most once per year. The revised rate shall be communicated in writing to the vacationer at least one month before the end of the calendar year.

2. In the case of a price change other than based on Article 5 paragraph 2, the vacationer may terminate the agreement within 30 days of notification. This termination takes effect on the date the new rate becomes applicable.

Article 7: Payment

1. The vacationer must make payments in Euros, unless otherwise agreed, in accordance with the agreed deadlines.

2. If the vacationer, despite prior written reminder, does not fully meet their payment obligation, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the provisions of paragraphs 3 and 4.

3. If the entrepreneur terminates the agreement, they must notify the vacationer by registered or personally delivered letter and inform them of the possibility to reverse the termination by fulfilling their payment obligation within 10 days after the dispatch or delivery of the termination letter, or by submitting the dispute to the competent civil court.

4. If the vacationer has not made use of the possibility referred to in paragraph 3, the entrepreneur has the right to deny access to their premises to the vacationer and their family members, guests, and visitors.

Article 8: Cancellation and Interim Termination

1. The holidaymaker is entitled to cancel the agreement.

2. If the holidaymaker cancels the agreement before the start date and the agreement concerns a holiday accommodation for a period shorter than one season, he is obliged to pay a fixed compensation.

The compensation amounts to:

- * for cancellation from two months or longer before the start date, 15% of the agreed price;
- * for cancellation from six weeks to two months before the start date, 50% of the agreed price;
- * for cancellation from two to six weeks before the start date, 75% of the agreed price;
- * for cancellation within two weeks before the start date, 90% of the agreed price;
- * for cancellation on or after the day of the start date, 100% of the agreed price;

3. The compensation will be refunded proportionally after deduction of administrative costs if the holiday accommodation is booked by a third party for the same period or part of it and no other holiday accommodations are available during that period. The administrative costs amount to 5% of the agreed price with a minimum of €50.00 and a maximum of €75.

Article 9: Code of Conduct

1. The holidaymaker, his family members, guests, visitors, and any users are required to comply with the rules of conduct established by the entrepreneur, including the rules regarding any required camping and stay documents and registration obligations.

2. The entrepreneur will inform the holidaymaker of the rules of conduct.

3. If the rules of conduct and/or the agreement established by the entrepreneur conflict with these terms and conditions and are to the detriment of the holidaymaker, these terms and conditions shall prevail.

Article 10: Liability

1. The entrepreneur is not liable for theft, accidents, or damage on his premises, unless these are the result of a fault attributable to him or his staff.

2. The recreational user is liable towards the entrepreneur for damage caused by the actions or

omissions of himself and/or his family members, his lodgers, or visitors admitted by him, insofar as the damage can be attributed to the recreational user or them.

3. The entrepreneur's statutory liability shall at least cover the risk that can reasonably be covered by liability insurance, with a minimum of €500,000.00.

Article 11: Duration and termination of the agreement

The agreement automatically terminates after the expiration of the agreed period.

Article 12: Interim termination by the entrepreneur and eviction in case of breach

1. If the vacationer, their family members, guests, or visitors fail to comply or do not properly comply with the obligations under the agreement, the conditions, the rules of conduct, or governmental regulations despite prior warning, and this to such an extent that according to the standards of reasonableness and fairness of the entrepreneur it cannot be required that the agreement be continued, the entrepreneur has the right to terminate the agreement with immediate effect. Thereafter, the vacationer must vacate the holiday accommodation and leave the company premises as soon as possible. The warning may be omitted in very urgent cases.

2. If the holidaymaker fails to vacate his holiday accommodation, the entrepreneur is entitled to clear the holiday accommodation at the holidaymaker's expense.

3. If the holidaymaker believes that the entrepreneur has wrongly terminated the agreement, he must immediately notify the entrepreneur of this.

4. In principle, the holidaymaker remains obliged to pay the agreed rate.

Article 13: Termination

1. If the rented holiday accommodation has been destroyed or temporarily cannot be used through no fault of the entrepreneur, the entrepreneur and the holidaymaker have the right to terminate the agreement. If the destruction of the holiday accommodation or its temporary unavailability is attributable to the entrepreneur, the holidaymaker may claim compensation.

2. If possible, the entrepreneur can offer the holidaymaker an equivalent replacement holiday accommodation at the same price. In that case, the holidaymaker can choose between termination or accepting the replacement holiday accommodation.

Article 14: Use by Third Parties

Neither the entrepreneur nor the holidaymaker is allowed to make the holiday accommodation available to others under any name than the persons mentioned in the agreement, unless expressly agreed otherwise. The conditions under which the permitted use is granted shall be arranged

beforehand in a separate agreement.

Article 15: Collection costs

The extrajudicial costs reasonably incurred by the entrepreneur or the holidaymaker after a notice of default will be borne by the holidaymaker or the entrepreneur, respectively. If the total amount is not paid on time, the legally established interest rate on the remaining amount can be charged after a written summons.

Article 16: Amendments

Amendments to the UwBoeking.com terms and conditions can only be made by the management of UwBoeking.com. This means that the holidaymaker and the entrepreneur can make individual additional agreements whereby these terms and conditions are deviated from to the benefit of the holidaymaker.