

February 2021

Vekabo terms of delivery for holiday accommodation

These Vekabo terms of delivery were adopted by the management board of Vekabo Nederland on 23 February 2021 and they come into effect on this date. These terms of delivery apply exclusively to Vekabo members when their contracts with the holidaymakers/user of holiday accommodation explicitly refer to these Vekabo terms of delivery for Holiday Accommodation of 23 February 2021



Article 1: Definitions

In these terms and conditions, the following terms are defined as stated below:

- a. holiday accommodation: a tent, folding trailer, camper van, (static) caravan, bungalow, summer home, etc.;
- b. proprietor: the business, organisation or Foundation that makes the holiday accommodation available;
- c. holidaymaker: the person who concludes a contract with the proprietor in connection with the holiday accommodation;
- d. season: a period of at least three months and no more than eight months in a calendar year;
- e. connection costs: the costs for connecting the holiday accommodation to an existing mains network;
- f. rules of conduct: rules about the use of and the stay at the recreation business, the location and the holiday accommodation;
- g. complaints protocol: if a group has a complaint that cannot be resolved with the Vekabo proprietor in question, the group can submit the complaint to Vekabo (info@vekabo.nl). Vekabo will process this complaint in accordance with its complaints protocol, the ultimate responsibility for the solution remains with the proprietor.
- h. cancellation: written termination of the agreement by the guest before the first date of the stay.

Article 2: Content of the contract

1. The proprietor makes the agreed holiday accommodation available to the holidaymaker for recreational purposes, i.e. not for permanent housing purposes, for the agreed period.
2. The contract is concluded on the basis of the information, brochures and/or other advertising material made available to the holidaymaker by the proprietor.

Article 3: Reliability and safety

1. The proprietor has the right to check the reliability and safety of the existing electricity, gas and water system in the holiday accommodation. The conditions of the utility companies are leading, as is any legislation.
2. The proprietor guarantees the reliability and safety of the holiday accommodation that is made available, unless he can invoke force majeure or when this is the result of system failures caused by the holidaymaker.
3. The holidaymaker is not permitted to use an LPG system at the location other than a vehicle system that has been approved by the National Vehicle and Driving Licence Registration Authority.

Article 4: Maintenance and installation

1. The proprietor is responsible for maintaining the holiday site.
2. Other than customary maintenance, the holidaymaker or the user is not permitted to dig on site, to fell trees or trim bushes, to lay gardens, plant flower bulbs, install antennas or satellite dishes, to erect fences or gates, to build verandas, tiled terraces, extensions or additions or other facilities of any nature near, on, underneath or around the holiday accommodation without the prior written consent of the proprietor.

Article 5: Prices and price change

1. The agreed price includes the costs for using gas, electricity, water, the sewer and other associated costs, with the exception of tourist tax, unless specified otherwise beforehand.
2. If after the price has been set, there is an increase in the tax burden on the part of the proprietor and this results in additional costs due to changes to taxes, levies or other charges that also relate to the holidaymaker, they can be passed on to the holidaymaker.

Article 6: Price adjustments for contracts concluded for more than one season

1. Without prejudice to the provisions of Article 5.2, the proprietor is entitled to adjust the agreed rate no more than once a year. The adjusted rate is announced to the holidaymaker in writing at least one month before the end of the calendar year.
2. In the case of a price adjustment other than by virtue of Article 5.2, the holidaymaker can cancel the contract within 30 days of the announcement. This cancellation starts on the date on which the new rate comes into force.

Article 7: Payment

1. The holidaymaker must make his payments in Euros in accordance with the agreed payment terms, unless agreed otherwise.
2. If despite a prior written warning, the holidaymaker fails to fulfil his payment obligation, the proprietor is entitled to terminate the contract with immediate effect in accordance with the provisions of paragraphs 3 and 4.
3. If the proprietor cancels the contract, he has to announce this to the holidaymaker in a registered letter or a letter presented in person, reminding the holidaymaker of the fact that the cancellation can be reversed if the holidaymaker fulfils his payment obligation after all within 10 days of the notice of cancellation.
4. If the holidaymaker does not use the option referred to in paragraph 3, the proprietor has the right to deny the holidaymaker, his family members and visitors access to his site.

Article 8: Cancellation and premature termination

1. The guest is authorized to cancel the agreement
2. If the guest cancels the contract before the inception date and the contract relates to holiday accommodation for a period of less than one season, a fixed payment is due.

The payment amounts to:

- in the case of cancellation more than eight weeks months before the inception date: 15% of the agreed price;
- in the case of cancellation within eight to six weeks before the inception date: 50% of the agreed price;
- in the case of cancellation within six to two months before the inception date: 70% of the agreed price;
- in the case of cancellation within two weeks of the inception date: 90% of the agreed price;
- in the case of cancellation or a no-show on the inception date: 100% of the agreed price.

3. The payment will be proportionally refunded after the deduction of administrative costs if the holiday accommodation is booked by a third party for the same period or for a part thereof and no other holiday accommodation is available for that period.
4. The administrative costs amount to 5% of the agreed price, subject to a minimum of €50.00 and a maximum of €75.00.

Article 9: Rules of conduct

1. The holidaymaker, his family members, visitors and any users are obliged to abide by the rules of conduct stipulated by the proprietor, including the rules with regard to any camping and residence documentation required and obligations to register.
2. The proprietor will notify the holidaymaker of the rules of conduct.
3. If the rules of conduct stipulated by the proprietor and/or the contract violate these terms and if they disadvantage the holidaymaker, these terms will prevail.

Article 10: Liability

1. The proprietor cannot be held liable for theft, accidents or damage within his site, unless they are caused by a failure in the performance that can be attributed to the proprietor or his staff.
2. The holidaymaker is liable towards to the proprietor for damage caused by acts or omissions of himself and/or his family members or visitors he has allowed in, insofar as this concerns damage that can be attributed to the holidaymaker, his family members or visitors.
3. The statutory liability of the proprietor will at least encompass the risk that can, in all reasonableness, be covered by third-party liability insurance, subject to a minimum of €500,000.00.

Article 11: Term and termination of the contract

The contract terminates after the expiry of the agreed period.

Article 12.

Article 13: Premature termination by the proprietor and clearance in the event of a breach of contract

1. If the holidaymaker, his family members or visitors fail to fulfil the obligations from the agreement, the terms, the rules of conduct or government regulations or fail to do so correctly, despite a prior warning to the extent that the proprietor cannot in all reasonableness and fairness be expected to continue the contract, the proprietor is entitled to terminate the

contract with immediate effect. The holidaymaker subsequently has to clear the holiday accommodation and leave the business premises as soon as possible. The warning may not be given in very serious cases.

2. If the holidaymaker fails to clear the holiday accommodation, the proprietor is entitled to clear the holiday accommodation at the expense of the holidaymaker.

3. If the holidaymaker is of the opinion that the proprietor terminated the contract wrongfully, he has to notify the proprietor thereof immediately.

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

Article 14: Dissolution

1. If the rented holiday accommodation is destroyed or can temporarily not be used through no fault of the proprietor, the proprietor and the holidaymaker are entitled to dissolve the contract. If the destruction of the holiday accommodation or the temporary unavailability of the holiday accommodation can be attributed to the proprietor, the holidaymaker can claim compensation.

2. If possible, the proprietor can offer the holidaymaker similar, alternative holiday accommodation for a similar price. In that case, the holidaymaker can opt to dissolve the contract or to accept the alternative holiday accommodation.

Article 15: Use by third parties

Neither the proprietor nor the holidaymaker is permitted to allow persons other than those mentioned in the contract to use the holiday accommodation under whatever name, unless explicitly agreed otherwise. The conditions under which permitted use takes place will be regulated in a separate contract.

Article 16: Collection costs

The extrajudicial costs reasonably incurred by the proprietor or the holidaymaker following a notice of default are payable by the holidaymaker or the proprietor respectively. If the total amount is not paid in time, the statutory interest will be charged on the outstanding amount, subject to a written demand.

Article 17: Dissolution

1. If the rented accommodation is destroyed or can temporarily not be used through no fault of the proprietor, the proprietor and the contracting party are entitled to dissolve the contract. If the destruction of the accommodation or the temporary unavailability of the accommodation can be attributed to the proprietor, the contracting party can claim compensation.

2. If possible, the proprietor can offer the contracting party similar, alternative accommodation for a similar price. In that case, the contracting party can opt to dissolve the contract or to accept the alternative accommodation.

Article 18: Changes

Changes to the terms of delivery of Vekabo can be made only by the management board of VeKaBo Nederland. This does not affect the possibility of the holidaymaker and the proprietor to make additional individual arrangements which deviate in favour of the holidaymaker compared to these terms.

Uden, February 2021

Vekabo Nederland

Chamber of Commerce no. 2716705