



TERMS & CONDITIONS TO BOOK YOUR ACCOMMODATION - RECRON Voorwaarden Vakantieverblijven

These RECRON-conditions have been adopted through consultation with Consumentenbond and ANWB, in the context of the self-regulatory consultations 'Coördinatiegroep Zelfreguleringsoverleg' (CZ) of the socio-economic council SER, and they have come into effect on 1 July 2016.

Article 1: Definitions These terms and conditions mean:

holiday residence: tent, collapsible camper, camper, (site)caravan, bungalow, summer house, hikers' cabin, and such;
entrepreneur: the company, the institution, or association that puts the holiday residence at the disposal of the tourist;
tourist: the person who agrees on the holiday residence with the entrepreneur;
fellow tourist: the person(s) also listed on the agreement;
third party: any other party not being the tourist and/or his fellow tourist(s);
agreed price: the remuneration that will be paid for the use of the holiday residence; any and each item that is not included in the price must be mentioned and this is based on a price list;
costs: any and all costs for the entrepreneur that are connected with operating the recreation park;
information: data provided in writing or digitalized on the use of the holiday residence, its facilities, and the regulations regarding a stay;
committee on disputes: the Disputes Committee in 's-Gravenhage, installed by ANWB/Netherlands Consumers' Association/RERCON;
cancellation: termination in writing of the agreement by the tourist, before the commencement date of the stay.

Article 2: Contents agreement

The entrepreneur puts at the disposal of the tourist a holiday residence, and this is for holiday purposes therefore not for permanent habitation; this holiday residence shall be of the sort or type agreed upon for the agreed period and the agreed price

The entrepreneur shall be obliged to provide the tourist in advance with the written information based on which this agreement has also been concluded. The entrepreneur shall always inform the tourist in time in writing of changes therein.

If the information deviates considerably from the information provided after the agreement, then the tourist shall be entitled to cancel the agreement without being obliged to settle any costs.

The tourist shall be obliged to observe the agreement and the information belonging thereto. He shall see to it that fellow tourists and/or third parties visiting him and/or staying with him shall also observe the agreement and the information belonging thereto.

If the stipulations included in the agreement and/or the information belonging thereto violate the RECRON terms and conditions then the RECRON terms and conditions shall prevail. However, this does not affect any individual additional arrangements that the tourist and the entrepreneur may make whereby these terms and conditions are deviated from in favor of the tourist.

Article 3: Duration and expiry of the agreement

The agreement shall expire by operation of law when the period agreed has passed whereby notice being given shall not be required.

Article 4: Price and price change

The price shall be agreed upon based on the rates then applicable, rates that have been determined by the entrepreneur.

If, after the determination of the agreed price, because of an increase in the financial burden on the side of the entrepreneur, additional costs arise as a consequence of a change in expenditure and/or levies that relate directly to the holiday residence or the tourist, then these may be passed on to the tourist, and this also after the conclusion of the agreement.

Article 5: Payment

The tourist must settle his payments in euros, unless differently agreed upon, thereby observing the periods agreed upon.

If the tourist, despite prior written demand for payment, does or not adequately fulfill his payment obligation within two weeks after receipt of the written demand, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.

If at the day of arrival the entrepreneur does not have the total amount owed, then he shall be entitled to deny the tourist access to the holiday residence, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.

any extrajudicial costs reasonably made by the entrepreneur, after having given notice of default to the tourist, shall be at the expense of the latter. If the total amount has not been paid in time and after a demand for payment has been made in writing, then the interest percentage statutorily laid down shall be charged on the amount still outstanding.

Article 6: Cancellation

In case of cancellation, the tourist shall pay a remuneration to the entrepreneur. This remuneration shall amount to:

- in case of cancellation more than three months before the arrival date, 15% of the agreed price;
- in case of cancellation within three to two months before the arrival date, 50% of the agreed price;
- in case of cancellation within two months or one month before the arrival date, 75% of the agreed price;
- in case of cancellation within one month before the arrival date, 90% of the agreed price;
- in case of cancellation on the day of the arrival date, 100% of the agreed price.

The remuneration shall pro rata be repaid after the deduction of administrative costs if the place is reserved for the same period or part thereof by a third party on the recommendation of the tourist and with the written consent of the entrepreneur.

Article 7: Use by third parties

The holiday residence may only be used by third parties if the entrepreneur has granted written consent.

The consent given may be accompanied by terms and conditions which will then have to be put down in writing in advance.

Article 8: Premature departure of the tourist

The tourist shall then owe the full price for the agreed period based on the rates then charged.

Article 9: Premature termination by the entrepreneur and eviction because of attributable shortcoming and/or unlawful act

The entrepreneur may cancel the agreement with immediate effect:

If, despite the prior written warning, the tourist, fellow tourist(s), and/or third-party/parties do not/do not or not adequately observe the obligations laid down in the agreement, the information belonging thereto and/or government regulations and this to such a degree that according to criteria of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;

If, despite the prior written warning, the tourist causes inconvenience for the entrepreneur and/or fellow tourists or spoils the good atmosphere in or in the close vicinity of the site;

If, despite the prior written warning, the tourist acts in violation of the destination of the grounds by using the holiday residence in a certain manner.

If the entrepreneur wishes premature cancellation and vacation he shall be obliged to inform the tourist thereof in a letter handed to the latter by the entrepreneur himself. The letter must point out to the tourist that he can bring the dispute before the Disputes Committee and the period as described in Article 13 paragraph 3 that must then be observed. The written warning may be omitted in urgent cases.

After cancellation, the tourist must see to it that the holiday residence is vacated and the grounds are left as soon as possible, however, within 4 hours



at the latest.

The tourist shall in principle remain under the obligation to pay the agreed rate.

Article 10: Legislation and regulations

The entrepreneur shall at all times see to it that the holiday residence, both inside and outside, satisfies all environmental and safety demands that (may) be set by the authorities in connection with holiday residences.

The tourist shall be obliged to observe strictly all safety precautions that are in force on the site. He shall also see to it that fellow tourist(s) and/or third-party/parties that visit him or stay with him shall observe strictly the safety precautions in force on the site.

Article 11: Maintenance, installations, and grounds

The entrepreneur shall be obliged to maintain the recreation grounds and the central facilities in a good state of repair.

During the term of the agreement, the tourist shall be obliged to maintain the holiday residence and its immediate surroundings in the same state as the one in which the tourist received such.

The tourist, fellow tourist(s), and/or third-party/parties shall not be allowed to dig into the site, fell trees, trim down bushes, or carry out any other act whatsoever of a similar nature.

Article 12: Liability

The statutory liability of the entrepreneur for any other damage than loss resulting from injury or death shall be limited to a maximum of € 455.000,- per event. The entrepreneur shall be obliged to take out insurance to cover this.

The entrepreneur shall not be liable for any accident, theft, damage, or loss on his grounds unless such is the result of a shortcoming that is attributable to the entrepreneur.

The entrepreneur shall not be liable for any consequences of extreme weather influences or any other form of circumstances beyond his control.

The entrepreneur shall be liable for any interruptions occurring in the utility services unless he may invoke circumstances beyond his control.

The tourist shall be liable vis-à-vis the entrepreneur for any loss or damage caused by his actions or failure to act, by those of his fellow tourist(s) and/or third-party/parties or their failure to act, and this in so far as this concerns loss or damage that may be attributed to the tourist, his fellow tourist(s) and/or third-party/parties.

The entrepreneur shall be obliged to take suitable measures after the tourist has reported a nuisance caused by other tourists.

Article 13: Regulation of disputes

The Netherlands law shall apply to any disputes in connection with the agreement. The Disputes Committee or a Netherlands Court shall be competent by exclusion to take cognizance of these disputes. Notwithstanding the stipulations included in paragraph 3, all this does not affect the right to bring the matter before the Court whenever these terms and conditions refer to the Disputes Committee.

Any disputes between the tourist and the entrepreneur on the creation or execution of the agreement these terms and conditions apply to, may be brought before the Geschillencommissie Recreatie (Disputes Committee Recreation), P.O. Box 90600, [NL]2509 LP 's-Gravenhage (visiting address: Bordewijklaan 46, [NL]2591 XR 's-Gravenhage), both by the tourist and by the entrepreneur.

A dispute shall only be dealt with by the Disputes Committee if the tourist brings his complaint in writing before the entrepreneur within two weeks after it has arisen. Subsequently, the tourist must bring the dispute in writing before the Disputes Committee ultimately two months after he has brought his complaint before the entrepreneur, thereby stating names and addresses of the tourist and the entrepreneur and a clear description of the dispute and the claim. In case the tourist has brought the dispute before the Disputes Committee, then the entrepreneur shall not have any other choice of forum.

The Disputes Committee shall not be authorized to accept a dispute that refers to a complaint in connection with illness, physical injury, death, or the failure to pay an invoice that is not based on a material complaint.

In case the entrepreneur submits a dispute to the Disputes Committee then it shall not accept this dispute until the tourist has declared in writing within one month that he shall submit to the judgment of the Disputes Committee and has deposited any (remaining) amount of money that he may owe in a bank account held by the Disputes Committee.

In case the tourist brings a dispute before the Disputes Committee, this committee shall not accept this dispute until the tourist has deposited any (remaining) amount of money that he may owe in a bank account held by the Disputes Committee. The tourist shall be obliged to pay this amount into an account to be designated by the Disputes Committee within one month. In case the tourist does not do so in time, then it shall be assumed that he is not willing to submit to the judgment of the Disputes Committee.

Handling a dispute shall be contingent on the payment of remuneration.

About the way disputes are being handled, reference is made to the Reglement Geschillencommissie Recreatie (Regulation for the Disputes Committee Recreation).

Article 14: Performance bond

RECRON shall take upon itself the obligations of any RECRON member vis-à-vis a tourist, that has been enforced upon such member by the Disputes Committee as a binding opinion based on the terms and conditions agreed upon between RECRON and the Stichting Geschillencommissie Voor Consumentenzaken (Disputes Committee for Consumers' Interests Association) if the entrepreneur concerned has not fulfilled these obligations within the period laid down in the binding opinion.

Should the entrepreneur have brought the binding opinion before the civil court within two months after the date of such opinion, then any possible fulfillment of the binding opinion shall be suspended until the civil court has ruled on the matter.

For the performance bond to be applicable, the tourist must invoke its application in writing in a letter addressed to RECRON.

Article 15: Alterations and changes

Alterations to and changes to the RECRON terms and conditions may only be made in consultation with the consumers' organizations, in this matter represented by the ANWB (Royal Dutch Touring Club) and the Consumentenbond (Netherlands Consumers' Organisation).

Artikel 16: Addition, right of retention

As long as the tourist has not completely fulfilled all his obligations towards the entrepreneur, then the entrepreneur shall be entitled to take possession of and keep any goods brought along by the tourist to the holiday residence and/or recreational company until the holidaymaker has fulfilled all his obligations towards the entrepreneur to the satisfaction of the entrepreneur. In addition to a right of retention, the entrepreneur shall be entitled to a lien on the goods concerned. The right of retention shall also apply to costs incurred due to damage in accordance with Article 12 caused to the holiday home or any fixtures and fittings of the holiday company.

Artikel 17: Addition, recreational use

Our holiday homes are specifically intended for recreational purposes. Bookings on behalf of companies, for business purposes, and non-recreational bookings primarily for leisure cannot be accepted and will be canceled. In case of cancellation, a cancellation fee will be charged.