RECRON-CONDITIONS Tourist Stay

These RECRON-conditions have been prepared through consultations of Consumentenbond and ANWB, in the context of the self-regulating coordination group CZ of the socio-economic council SER and have come into effect on 1 July 2016.

Article 1: Definitions

In these conditions, the following definitions apply:

a. camping means: tent, fold-out camping van, camping van, touring caravan, etc.;
b. place: any option further to be specified upon the agreement for the placement of a camping means;
c. tourist place: a place available for a camping means for a period of no more than three months;
d. entrepreneur/recreation maker: the company, institution, or association making available the place to the recreation taker;
e. recreation taker: the person entering into the agreement regarding the place with the entrepreneur;
f. co-recreation taker: the person(s) also indicated in the agreement;
g. third party: any other person, besides the recreation taker and/or his co-recreation taker(s);
h. established price: the compensation which is paid for the use of the tourist place; it must thereby be indicated through a price list what is not included in the price;
i. information: written or electronically provided information on the use of the rented place and the camping means, the facilities, and the rules regarding the stay;
j. arbitration committee: 'Geschillencommissie Recreatie' in The Hague, nominated by ANWB/Consumentenbond/RECRON;
k. cancellation: the written termination of the agreement by the recreation taker prior to the effective date of the stay.
l. a dispute: if a complaint submitted to the entrepreneur by the recreation taker is not resolved to the satisfaction of parties.

Article 2: Content agreement

1. The entrepreneur makes available for recreational purposes, that is, not for permanent residence, to the recreation taker, the established place for the established period; the latter thereby obtains the right to place a camping means on it of the established type and for the number of persons indicated.
2. The entrepreneur is obligated to provide the written information on the basis of which this agreement is also concluded to the recreation taker in advance. The entrepreneur always timely communicates changes to it to the recreation taker in writing.
3. If the information deviates substantially from the information which was provided upon adoption of the agreement, the recreation taker has the right to cancel the agreement free of charges.
4. The recreation taker has the obligation to comply with the agreement and the associated information. He makes sure that co-recreation taker(s) and/or third parties visiting him and/or staying with him comply with the agreement and the associated information.
5. If what is stipulated in the agreement and/or the associated information is in conflict with the RECRON- conditions, the RECRON-conditions apply. This leaves unaffected that the recreation taker and the entrepreneur can make additional arrangements whereby, to the advantage of the recreation taker, these conditions are deviated from.
6. The entrepreneur assumes that the recreation taker enters into his agreement with the approval of his possible partner.

Article 3: Duration and end of the agreement

The agreement legally ends after expiry of the established period, without requiring notice to that effect.

Article 4: Price and price change

1. The price is established on the basis of the rates applicable at that moment, which are set by the entrepreneur.
2. If after determining the established price, due to increased burdening on the entrepreneur, extra costs occur as a result of an increase of charges and/or levies, which regard the place, the camping means, or the recreation taker directly, these can be passed on to the recreation taker, also after conclusion of the agreement.

Article 5: Payment

1. The recreation taker must take care of payments in euros, unless agreed otherwise, with due regard for the established terms.

2a. If the recreation taker has booked more than six weeks before the effective date and, despite prior written warning, he does not or does not adequately fulfill his payment obligation within a two-week term after the written warning, the entrepreneur has the right to cancel the agreement with immediate effect, without prejudice to the right of the entrepreneur to full settlement of the established price;
b. If the booking was made six weeks or less prior to the arrival date and the recreation taker has not or has not adequately complied with his payment obligation, the agreement is terminated legally, whereby the recreation taker owes, pursuant to article 6 section 1, compensation to the entrepreneur. The entrepreneur must communicate to the recreation taker beforehand what the consequences are of non-timely payment.
3. If the entrepreneur is not in possession of the total amount owed on the day of arrival, he has the right to refuse the recreation taker access to the vacation accommodation, without prejudice to the right of the entrepreneur to full settlement of the established price.
4. Such extrajudicial costs as are reasonably incurred by the entrepreneur, after default notice, are borne by the recreation taker. If the total amount is not settled timely, after written warning the legally determined interest rate will be applied to the amount still outstanding.

Article 6: Cancellation

1. In case of cancellation, the recreation taker pays compensation to the entrepreneur. It amounts to:

- In case of cancellation more than three months prior to effective date, 15% of the established price;
- In case of cancellation between three to two months prior to effective date, 50% of the established price;
- In case of cancellation between two to one months prior to effective date, 75% of the established price;
- In case of cancellation within one month prior to effective date, 90% of the established price;
- In case of cancellation on the effective date, 100% of the established price.

2. The compensation will be refunded proportionally, after deduction of administration costs, if the place is reserved by a third party, upon proposal of the recreation taker and with the written permission of the entrepreneur, for the same period or a part of it.

Article 7: Use by third parties

1. The use of a camping means and/or the associated place by third parties is only permitted if the entrepreneur has given his written consent for it.
2. The granting of permission may be subject to conditions which in such case must be established in writing beforehand.

Article 8: Premature departure by the recreation taker

The recreation taker owes the entire price for the established rate period.

Article 9: Premature termination by the entrepreneur and evacuation in case of a culpable shortcoming and/or illegitimate act

1. The entrepreneur can cancel the agreement with immediate effect:

a. If the recreation taker, co-recreation taker(s) and/or third parties do not or do not adequately observe the obligations from the agreement, the associated information and/or government regulations, despite prior written, and to such a degree that, by standards of reasons and fairness, it cannot be demanded from the entrepreneur that the agreement is continued;
b. If the recreation taker, despite prior written warning, causes disturbance to the entrepreneur and/or fellow recreation takers or spoils the good atmosphere on, or in the immediate surroundings of, the premises;
c. If the recreation taker, despite prior written warning, uses the place and/or camping means in violation of the end-use of the premises;
d. If the camping means of the recreation taker does not meet generally recognized safety standards.

2. If the entrepreneur wishes premature cancellation and evacuation, he must notify the recreation accordingly by personally handing over written notice. In this letter, the possibility must be pointed out to the

recreation taker of submitting the dispute to the arbitration committee. The written warning can be foregone in urgent cases.
3. After cancellation, the recreation taker must make sure that his place and/or camping means are evacuated, and the premises left as soon as possible, though no later than within 4 hours.
4. If the recreation taker fails to evacuate his place, the entrepreneur has the right to evacuate the place in accordance with article 10 section 2.
5. The recreation taker remains bound in principle to pay the established rate.

Article 10: Evacuation
1. When the agreement has ended, the recreation taker must hand over the place empty and completely tidied, no later than on the last day of the established period.
2. If the recreation taker does not remove his camping means, the entrepreneur has the right, after written summation and with due regard for a seven-day term effective from the day of receipt, to evacuate the place at the expense of the recreation taker, without prejudice to the provisions in article 9 sections 2 and 3. Any possible storage costs are borne by the recreation taker.

Article 11: Legislation and regulations
1. The recreation taker ensures at all times that the camping means placed by him, both on the in- and the outside, meets all environmental and safety standards which are (potentially) imposed on the vacation accommodation by the authorities or by the entrepreneur in the context of environmental measures for his business.
2. The entrepreneur is under the obligation to comply with the provisions from the EFCO Charter, called 'Control of external risks at camping businesses'. The content of the Charter can be perused on the publicly accessible part of the RECRON-site (www.recron.nl).
3. LPG-systems are only permitted at the place if they are located in motorized vehicles which have been approved by the traffic control agency RDW.
4. If the recreation taker must take preventive measures pursuant to municipal fire department regulations, such as keeping available a certified fire extinguisher, the recreation taker must observe these regulations strictly.

Article 12: Maintenance and installation
1. The entrepreneur is obligated to maintain the recreational premises and the central facilities in proper conditions.
2. The recreation taker is obligated to keep the vacation accommodation and the immediate surroundings, during the effective time of the agreement, in the same state in which it was handed over to the recreation taker.
3. It is not permitted to the recreation taker, co-recreation takers and/or third parties to dig, fell trees, prune shrubbery, to place antennae, install fences or demarcations, or place constructions or other facilities of whatever nature at, on, underneath, or around the camping means without the prior written consent of the entrepreneur.
4. The recreation taker remains responsible at all times for the keeping movable of the camping means and the facilities mentioned in section 3.

Article 13: Liability
1. The legal liability of the entrepreneur for other damages than those of injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obliged to take out insurance for this.
2. The entrepreneur is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which is attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
4. The entrepreneur is liable for malfunctions in the utilities facilities, unless he can make an appeal to force majeure or if these malfunctions are related to the conduit from the point of reception of the recreational taker.
5. The recreation taker is liable for malfunctions in his part of the utilities system, taken from its point of passage, unless a situation of force majeure pertains.
6. The recreation taker is liable towards the entrepreneur for damage which is caused by the actions or failure to act on his part, the part of co-recreation taker(s) and/or third parties, to the extent it regards damage which can be attributed to the recreation taker, the co-recreation taker(s) and/or third parties.
7. The entrepreneur commits himself to take appropriate measures after the recreation taker reports disturbance caused by other recreation takers.

Article 14: Disputes arrangement

1.
1. The recreation taker and the entrepreneur are bound by rulings of the arbitration committee.
2. To all disputes regarding the agreement, Netherlands legislation is applicable. The arbitration committee, 'Geschillencommissie', or alternatively a Netherlands court, is exclusively competent to hear these disputes.
3. In case of a dispute regarding the adoption or the implementation of this agreement, the dispute must be submitted no later than 12 months following the date on which the recreation taker submitted the complaint to the entrepreneur in writing or in another form to be determined by the arbitration committee.
   If the entrepreneur wishes to submit a dispute to the arbitration committee, he must request the recreation taker to pronounce himself within five weeks on whether or not he wishes to present himself for the arbitration committee. The entrepreneur must thereby announce that he will consider himself liberated after expiry of said term to submit the dispute to the court.
   Wherever the conditions speak of arbitration committee, a dispute may be submitted to the court of law. If the recreation taker has submitted the dispute to the arbitration committee, the entrepreneur is bound by this choice.
4. For the handling of disputes, reference is made to the Regulation of said 'Geschillencommissie Recreatie'. This arbitration committee is not competent to take into consideration a dispute which regards illness, injury, death or non-payment of an invoice which is not based on a material complaint.
5. For the treatment of a dispute, compensation is due.

Article 15: Compliance guarantee
1. RECRON will second the obligations of a RECRON-member vis-a-vis the recreation taker, imposed on the latter by a binding advice of the arbitration committee, under the conditions established between RECRON and 'Stichting Geschillencommissie voor Consumentenzaken', if the entrepreneur in question has not complied with it within the term established for it in the binding advice.
2. If the entrepreneur has submitted the binding advice for assessment to the civil court within two months after its date of issue, then the possible compliance with the binding advice is suspended until the civil court has pronounced a ruling.
3. For the application of the compliance guarantee it is required that the recreation taker makes a written appeal to it to RECRON.

Article 16: Modifications
Modifications to the RECRON-conditions can exclusively be adopted through consultation with consumer organizations, in the present case represented by ANWB and Consumentenbond.