

November 2024

Vekabo | In het Groen terms of delivery for tourist pitches dated 6 November 2024

These Vekabo | In het Groen terms of delivery were adopted by the board of Vekabo Nederland on 6 November 2024 and they shall take effect from the same date. These terms of delivery for tourist pitches apply exclusively to Vekabo members, when the Vekabo entrepreneur explicitly refers in his/her agreement with the holidaymaker to these Vekabo | In het Groen delivery terms, dated 6 November 2024. Dutch law shall apply to these terms of delivery.

Article 1: Definitions

In these terms and conditions, the following definitions shall apply:

- a. holiday accommodation: tent, folding camper, motorhome, camper van, touring caravan, etc;
- b. pitch: any placement option for a holiday accommodation to be specified in the agreement;
- c. entrepreneur: the company, institution or association that makes the pitch available;
- d. holidaymaker: the person who enters into the agreement concerning the pitch with the entrepreneur;
- e. tourist pitch: here, the holiday accommodation is placed on the site for a maximum of 3 months;
- f. rules of conduct: rules concerning the use of and stay at the recreation park, the pitch and in the holiday accommodation;
- g. complaints protocol: if a holidaymaker has a complaint that has not been resolved in consultation with the Vekabo | In het Groen entrepreneur concerned, then the holidaymaker can report a complaint to Vekabo Nederland (info@vekabo.nl). In accordance with its complaints protocol, Vekabo Nederland will handle this complaint. The final responsibility for the solution remains with the Vekabo entrepreneur.
- h. cancellation: the written termination of the agreement by the holidaymaker before the starting date of the stay.

Article 2: Content of the agreement

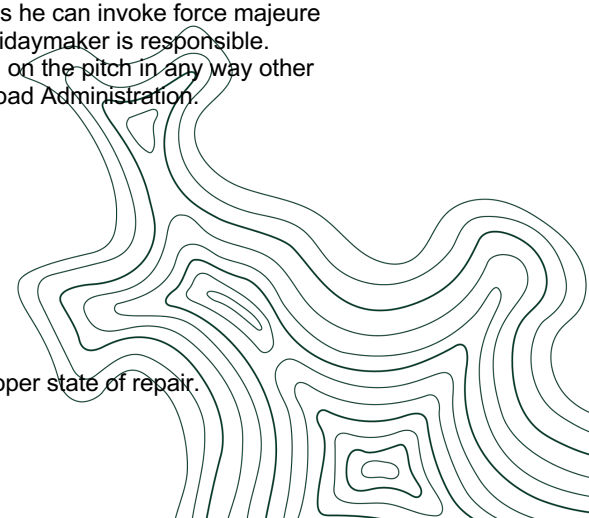
1. The entrepreneur makes the agreed pitch available for the agreed period to the holidaymaker for recreational purposes, i.e. not for permanent residence, with the right to place a holiday accommodation of the agreed type thereon for the specified persons.
2. The holidaymaker may only place a holiday accommodation of the same kind or type and nearly the same dimensions and appearance as was agreed upon in case of replacement.
3. The agreement is concluded on the basis of the information, brochure(s) and/or other advertising material provided by the entrepreneur to the holidaymaker.

Article 3: Soundness and safety

1. The holidaymaker shall ensure that the electricity, gas and water installations in the holiday accommodation placed by him meet the conditions of the utility company concerned, as well as any relevant laws and regulations. The entrepreneur shall be entitled to check or have checked in the holiday accommodation of the holidaymaker the soundness and safety of the electricity, gas and water installation present.
2. The entrepreneur is liable for failures in his own installations unless he can invoke force majeure or they are the result of failures in the installation for which the holidaymaker is responsible.
3. The holidaymaker shall not be allowed to have an LPG installation on the pitch in any way other than an installation in a motor vehicle approved by the National Road Administration.

Article 4: Maintenance and construction

1. The entrepreneur shall ensure that the recreational area is in a proper state of repair.



2. The holidaymaker/user shall not be allowed - except for normal maintenance - to dig into the grounds, to fell trees or trim bushes, to lay out gardens, to plant flower bulbs, to install antennas or satellite dishes, to put up fences or partitions, to build verandas, plateaus or other facilities of any nature whatsoever on or around the holiday accommodation, except after written consent of the entrepreneur.

Article 5: Price and price change

1. The agreed price includes the cost of using gas, electricity, water, sewage and other related costs except for tourist tax, unless otherwise announced in advance.
2. In the event that, after determination of the price, additional costs arise as a result of a change in taxes, levies or other charges that also concern the holidaymaker, **these** can be passed on **directly** to the holidaymaker.

Article 6: Payment

1. The holidaymaker must make the payments in Euros, unless otherwise agreed, respecting the agreed deadlines.
2. In case the holidaymaker, despite prior written demand for payment, does not completely fulfil his payment obligation, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, taking into account the provisions of paragraphs 3 and 4.
3. In case the entrepreneur cancels the agreement, he shall inform the holidaymaker thereof by registered or personally delivered letter, pointing out the possibility to undo the cancellation by still fulfilling his payment obligation within 10 days after the sending or handing over of the cancellation letter, or to submit the dispute to the competent civil court.
4. In case the holidaymaker has not made use of the possibility referred to in paragraph 3, then the entrepreneur shall be entitled to deny the holidaymaker and his family members, guests and visitors access to his premises.

Article 7: Cancellation

1. The holidaymaker shall be entitled to cancel the agreement
2. In case the holidaymaker cancels the agreement before the commencement date, he shall owe a fixed compensation. This does not apply if the reason for cancellation is a price increase made within three months after the conclusion of the agreement, with the exception of the price changes mentioned in Article 5.
The indemnity amounts to:
 - if cancelled more than three months before the start date, 15% of the agreed price;
 - if cancelled within three to two months before the start date, 50% of the agreed price;
 - if cancelled within two to one month before the start date, 75% of the agreed price;
 - if cancelled within one month before the start date, 90% of the agreed price;
 - if cancelled on, or failure to arrive on, the start date, 100% of the agreed price;
3. The administration fee is 5% of the agreed price with a minimum of €50.00 and a maximum of €75.00 in case of cancellation or non-arrival.

Article 8: Rules of conduct

1. The holidaymaker, his family members, guests, visitors and possible users are obliged to comply with the rules of conduct laid down by the entrepreneur, including the rules concerning any required camping and accommodation documents and registration obligations.
2. The entrepreneur shall enable the holidaymaker to take note of the rules of conduct.
3. If the rules of conduct and/or the agreement set by the entrepreneur are contrary to these conditions and to the detriment of the holidaymaker, these conditions shall apply.

Article 9: Liability

1. The entrepreneur is not liable for theft, accidents or damage on his premises, unless they are the result of a failure attributable to him or his staff.
2. The holidaymaker shall be liable towards the entrepreneur for the damage caused by the acts or omissions of himself and/or his family members, his guests, or visitors admitted by him as far as it concerns damage that can be attributed to the holidaymaker or them.

3. The legal liability of the entrepreneur will include at least the risk that can reasonably be covered by liability insurance with a minimum of € 500.000,-.

Article 10: Duration and expiry of the agreement

The agreement expires automatically after the expiry of the agreed period.

Article 11: Interim termination by the holidaymaker

If the holidaymaker leaves early, he shall still owe the full price for the agreed rate period (excluding tourist tax).

Article 12: Interim termination by the entrepreneur and removal in the event of breach of contract

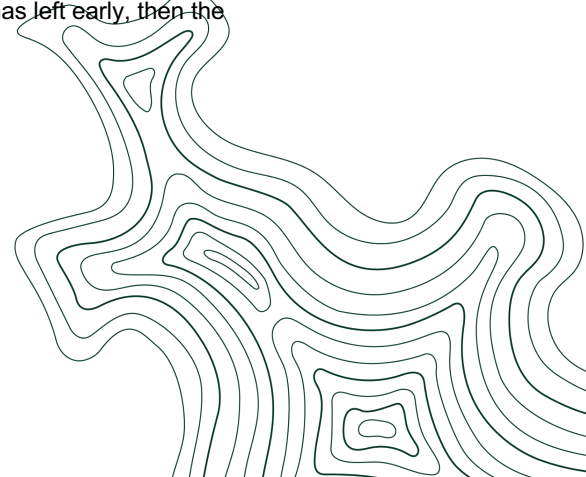
1. If the holidaymaker, his family members, guests or visitors do not or not adequately comply with the obligations from the agreement, the terms and conditions, rules of conduct or government regulations, despite prior warning and to such an extent that according to standards of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement, then the entrepreneur shall be entitled to terminate the agreement with immediate effect. Thereafter, the holidaymaker must vacate the holiday accommodation and leave the business premises as soon as possible. The warning may be omitted in very urgent cases.
2. Should the holidaymaker fail to vacate his pitch, then the entrepreneur shall be entitled to do so at the expense of the holidaymaker. The entrepreneur shall not be liable for any damage resulting from or in connection with the removal of the holiday accommodation, unless the damage was caused by the fault of the entrepreneur or his staff. Any storage costs shall be for the account of the holidaymaker.
3. If the holidaymaker is of the opinion that the entrepreneur has wrongly terminated the agreement, he shall immediately inform the entrepreneur.
4. In principle, the holidaymaker remains obliged to pay the agreed rate.

Article 13: Removal

1. When the agreement has ended, the holidaymaker must remove his holiday accommodation from the property, unless otherwise agreed.
2. The holidaymaker shall be liable for any damage caused by him during the removal.
3. If the holidaymaker does not remove his holiday accommodation, then the entrepreneur shall be entitled - after written summons and observing a reasonable period of time - to vacate the pitch at the expense of the holidaymaker. The entrepreneur shall not be liable for any damage resulting from or in connection with the removal of the holiday accommodation unless the damage was caused by the fault of the entrepreneur or his staff.

Article 14: Use by third parties

Neither the entrepreneur nor the holiday maker shall be allowed, under any denomination whatsoever, to provide the tourist pitch for use to other than the persons mentioned in the agreement, unless expressly agreed otherwise. The conditions under which the permitted provision for use takes place shall be regulated in advance by means of a separate agreement. In case the holidaymaker has left early, then the entrepreneur shall be entitled to let the pitch to another holidaymaker.



Article 15: Collection costs

The extrajudicial costs reasonably incurred by the entrepreneur or the holiday maker, respectively, after a notice of default shall be at the expense of the holidaymaker or the entrepreneur, respectively. In case the total amount is not paid in time, the statutory interest rate on the remaining part may be charged after written summons.

Article 16: Dissolution

1. If the tourist pitch is destroyed through no fault of the entrepreneur (force majeure) or is temporarily unavailable for use, the entrepreneur and the contractor have the right to terminate the agreement. If the destruction of the tourist pitch or the temporary unavailability of the tourist pitch can be attributed to the entrepreneur, the contractor may demand compensation, provided that the contractor cannot invoke his (travel) insurance.

Article 17: Amendments

Changes in the Vekabo | In het Groen terms of delivery can only be made by the executive board of Vekabo Nederland. This does not affect the fact that the holidaymaker and the entrepreneur can make individual additional agreements in which these Vekabo | In het Groen terms of delivery are deviated from in favour of the holidaymaker.

Uden, 6 November 2024
Vekabo Netherlands
CoC no. 2716705

