

November 2024

## Vekabo | In het Groen terms of delivery for holiday accommodation, 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 take effect from this date.

These terms of delivery for holiday accommodation apply exclusively to Vekabo members, when the Vekabo entrepreneur explicitly refers in his/her agreement with the holidaymaker/user of a holiday accommodation to these Vekabo | In het Groen terms of delivery for holiday accommodation dated 6 November 2024. Dutch law shall apply to these terms of delivery.

### Article 1: Definitions

In these terms of delivery, the following definitions shall apply:

- a. holiday accommodation: (stationary) caravan, bungalow, summer house, etc;
- b. entrepreneur: the company, institution or foundation making the holiday accommodation available;
- c. holidaymaker: the person who enters into the agreement concerning the holiday accommodation with the entrepreneur;
- d. period of stay: period of no less than one week and no more than three months in a calendar year;
- e. connection costs: costs for connecting the holiday accommodation to an already existing pipe network;
- f. rules of conduct: rules concerning the use of and stay at the recreation park, the site and in the holiday accommodation;
- g. complaints protocol: if a holidaymaker has a complaint, which has not been resolved in consultation with the Vekabo 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 puts at the disposal of the holidaymaker for recreational purposes, i.e. not for permanent residence, the agreed holiday accommodation for the agreed period of stay. **The holidaymaker cannot be registered at this holiday address**
2. The agreement is concluded on the basis of the information, brochure(s) and/or other advertising material provided by the entrepreneur to the holidaymaker.

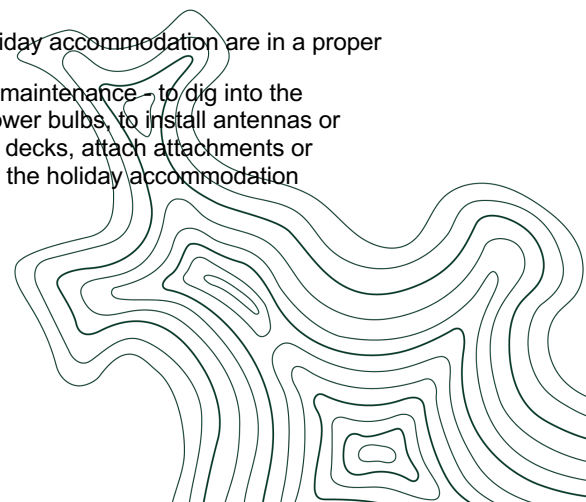
### Article 3: Soundness and safety

1. The entrepreneur has the right to check or have checked in the holiday accommodation the soundness and safety of the electricity, gas and water installation present, whereby the conditions of the utility company are leading, as well as any relevant laws and regulations.
2. The entrepreneur vouches for the soundness and safety of the holiday accommodation made available, unless he can invoke force majeure or these 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 site 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 recreation area and the holiday accommodation are in a proper state of repair.
2. The holidaymaker or 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 erect fences or partitions, to build verandas, tile decks, attach attachments or other facilities of any nature whatsoever near, on, under or around the holiday accommodation without prior written consent of the entrepreneur.

### Article 5: Price and price changes



1. The agreed price includes the cost of use of gas, electricity, water, sewage and other related costs with the exception of cleaning costs and tourist tax, unless otherwise notified 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: Price change for contracts entered into for more than one month

1. Notwithstanding the provisions of Article 5, paragraph 2, the entrepreneur shall be entitled to change the agreed rate at most once a year. The changed rate shall be brought to the notice of the holidaymaker in writing at least one month before the end of the calendar year.
2. In the event of a price change other than pursuant to Article 5 paragraph 2, the holidaymaker may cancel the agreement within 30 days of its announcement. This cancellation shall take effect on the date on which the new rate will apply.

#### Article 7: Payment

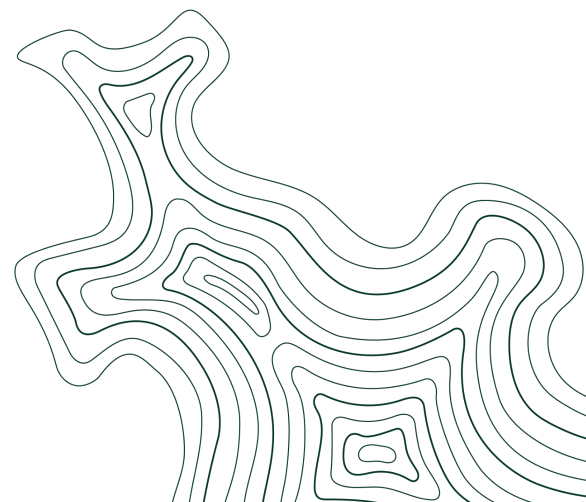
1. The holidaymaker must make the payments in Euros, unless otherwise agreed, respecting the agreed deadlines.
2. In case the holidaymaker, despite prior written demand for payment, does not completely fulfil his payment obligation, then the entrepreneur shall be entitled to cancel the agreement with 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 to him 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 bring the dispute before the 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 8: Cancellation and early termination

1. The holidaymaker shall be entitled to cancel the agreement
2. If the holidaymaker cancels the agreement before the commencement date and the agreement concerns a holiday stay for a period shorter than one season, he shall owe a fixed compensation.

The indemnity amounts to:

- if cancelled than four months before the start date, 15% of the agreed price;
  - if cancelled within four months to three months before the start date, 50% of the agreed price;
  - if cancelled within three months to two months before the start date, 75% of the agreed price;
  - if cancelled within two months to one month before the start date, 90% of the agreed price;
  - if cancelled within 1 month of 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.



#### Article 9: 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 will inform the holidaymaker 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 10: 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 shall include at least the risk that can reasonably be covered by liability insurance with a minimum of € 500.000,00.

#### Article 11: Duration and expiry of the agreement

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

#### Article 12: Interim termination by the holidaymaker

If the holidaymaker leaves early, he shall still owe the full price for the agreed rate period including cleaning costs and including usage costs of e.g. electricity/water/gas with the exception of tourist tax.

#### Article 13: Interim termination by the entrepreneur and removal in the event of breach of contract

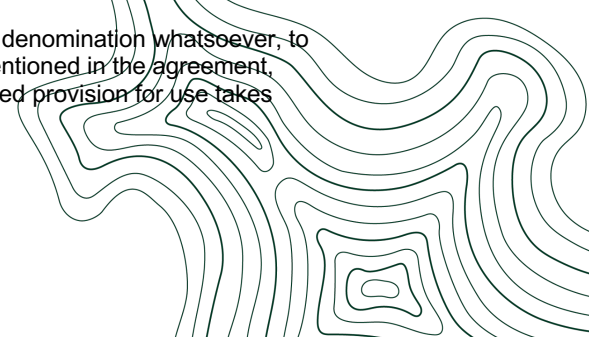
1. If the holidaymaker, his family members, guests or visitors do not or not adequately comply with the obligations from the agreement, the terms and conditions, rules of conduct or government regulations, despite prior warning and to such an extent that according to standards of reasonableness and fairness, 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 holiday accommodation, then the entrepreneur shall be entitled to vacate the holiday accommodation at the expense 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 14: 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. 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 site 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 15: Use by third parties

Neither the entrepreneur nor the holidaymaker shall be allowed, under any denomination whatsoever, to provide the holiday accommodation for use to persons other than those 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.



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#### Article 16: Collection costs

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

#### Article 17: Dissolution

In case the rented holiday accommodation is destroyed or cannot be used temporarily through no fault of the entrepreneur (force majeure), then the entrepreneur and the holidaymaker shall be entitled to dissolve the agreement. In case the destruction of the holiday accommodation or the temporary unavailability of the holiday accommodation can be attributed to the entrepreneur, the holidaymaker may claim damages, provided that the contractor cannot invoke his (travel) insurance.

#### Article 18: Amendments

Changes in the Vekabo | In het Groen terms of delivery may 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 whereby these terms of delivery are deviated from in favour of the holidaymaker.

**Uden, 6 November 2024**  
**Vekabo Netherlands**  
**CoC no. 27176705**

