

Landal Business Line

General Terms and Conditions governing Landal Business Line

1. GENERAL

In these General Terms and Conditions, the terms below shall have the following meanings:

- Lessee: a natural person, consortium and/or legal entity with which Landal
- Rent: the total amount payable by the Lessee to Landal under the agreement.
- User(s): the Lessee and the persons who, if applicable on behalf of the Lessee, (will) make use of the accommodation rented by the Lessee and/or of other facilities;
- Landal: Landal GreenParks B.V. and/or its affiliated companies. The term "affiliated companies" is understood to refer to all **(current and future) parent, subsidiary and sister companies of Landal GreenParks B.V.**

2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions shall apply to all legal relationships between Landal and the Lessee in which Landal undertakes to make available (or to arrange the availability of) one or more units of accommodation and/or facilities for use via its Business Line department. Any derogations from these General Terms and Conditions shall only be valid if expressly agreed in writing.
- 2.2 The applicability of any purchasing or other terms and conditions of the other party is expressly excluded.
- 2.3 A Lessee who has entered into a contract based on these General Terms and Conditions before shall be deemed to have tacitly agreed that any subsequent legal relationships with Landal shall also be governed by these same general terms and conditions.
- 2.4 In the event that any stipulation contained in these General Terms and Conditions is null and void or is otherwise unenforceable, the validity of the remaining stipulations contained in these General Terms and Conditions and/or of any other legal relationships shall be unaffected. The stipulations that are legally invalid or that cannot be applied for legal reasons shall be replaced by stipulations that correspond as closely as possible with the intention of the stipulations being replaced.
- 2.5 These General Terms and Conditions must be stipulated in the case that any third party, whether as an employee or otherwise, is engaged for the performance of the Agreement or is, or may be, liable in that connection.
- 2.6 In the event that multiple parties and/or individuals can be regarded as Lessee, each party and/or individual shall be jointly and severally liable to Landal.

3. OPTIONS AND FORMATION OF AN AGREEMENT

- 3.1 An agreement between the Lessee and Landal shall come into force at such time as the Lessee accepted the offer made by Landal by email or the Agreement has been signed by the Lessee and has been received by Landal.
- 3.2 Landal shall not be bound by any omissions or errors that are found to exist in the quotation.
- 3.3 Landal only accepts bookings from individuals aged 18 years or over. Bookings made by individuals younger than that shall therefore not be valid. Landal reserves the right to refuse these, without stating reasons. Landal also reserves the right to impose special conditions in such cases.
- 3.4 An agreement shall relate to the rental of accommodation units, camping sites and/or other facilities for recreational use, which by its nature shall be of short duration. Concluding a conventional rental agreement is explicitly not intended.
- 3.5 The Lessee warrants to Landal that the same User does not stay in the park for more than 25 consecutive weeks at the park. Stays in different
- 3.6 accommodation in the same park shall be seen as one consecutive stay at the park.
- 3.7 During an agreed period, Landal may grant an option. This shall take the form of a no obligation offer from Landal, in which the Lessee in principle enjoys the right to conclude an agreement in relation to the accommodation (units) for the agreed price. In order to take up that offer, the acceptance of the offer must have been received by Landal before the Option date concerned has expired. If the offer is not accepted (by 11:59 pm) on the relevant Option date, the offer shall lapse. In the event that the offer from Landal does not include an expiry date for the option, the applicable option deadline that applies shall be 7 days from the date on which the option was sent by Landal. Landal shall be entitled to withdraw any outstanding option at any time. In the event that the option is not accepted within 7 days of making that notification, the option shall be deemed to have lapsed.
- 3.8 Landal wishes to draw attention to the fact that once concluded, agreements are legally valid and final; a right of revocation lasting 14 days (known as the "cooling-off" period) shall not apply in the case of agreements concluded with Landal.
- 3.9 Landal is entitled to commission a creditworthiness check upon the Lessee. If the outcome of that check is (in the opinion of Landal) negative (revealing, for example, an above-average likelihood that the Lessee will fail to effect payment), Landal shall be entitled to withdraw any outstanding option with immediate effect and to terminate any agreement already entered into with immediate effect simply by issuing a written notification to that effect. In that context, Landal shall not be liable to pay any damages or compensation.
- 3.10 In the event that once the Agreement has been concluded, the Lessee wishes to make any amendments to the Agreement, Landal shall not be obliged to accept them. It shall be at Landal's discretion to stipulate the extent to which it will accept any amendments. The amendments desired by the Lessee may also give rise to a price revision. In such cases, Landal must notify the Lessee of this in good time. If the changes are accepted by Landal, Landal may charge EUR 25 amendment fee per accommodation. To the extent that the changed rental price exceeds the original reservation price, Landal shall not charge any amendment fee.
- 3.11 In the event that once an agreement involving more than one accommodation unit has come into being, the number of accommodation units is reduced, the cancellation terms and conditions shall apply.

4. PRICES AND PAYMENT

- 4.1 The Lessee must pay the agreed price to Landal in good time by bank transfer to the account number to be provided by Landal, stating the details indicated by Landal, such as the invoice number, the name of the park and the booking number.
- 4.2 In addition to the rental charge, the Lessee shall, in all cases, be required to pay booking fees and the costs for the compulsory use of bed linen. In the Agreement, it may be agreed that these costs shall be included in the rental charge.
- 4.3 Unless otherwise agreed in writing, the following payment deadlines shall apply: i) 30% of the total amount of the booking must be paid immediately after the agreement is concluded; ii) the remainder of the total amount of the booking (70%) must be paid no later than four weeks before the (first) stay commences.
- 4.4 Unless otherwise agreed in writing Payment of all agreed instalments must have been made in full before arrival of the first User.

- 4.5 If, on arrival at the park, it turns out that the amount has not yet been credited to Landal's bank account (or has not been credited in full), the (outstanding) amount) will need to be paid there and then. If it is subsequently established that payment had, in fact, been made, but that the amount had not been credited to Landal's bank account by the time of arrival, any surplus payment shall be refunded afterwards.
- 4.6 In the absence of payment effected correctly and/or on time, the Lessee shall legally be deemed to be in default and Landal shall be entitled to suspend its obligations and/or to deny access to the accommodation and/or other facilities. Landal shall also be entitled not to issue the key(s) to the accommodation or accommodation units involved (or to make arrangements to that end).
- 4.7 If Landal is of the opinion that the financial position and/or payment record of the Lessee form sufficient justification, Landal shall be entitled to require the Lessee to provide (additional) security without delay in a form to be specified by Landal. In the event that the Lessee fails to provide the required security and notwithstanding Landal's other rights, Landal shall be entitled to suspend the further performance of the Agreement with immediate effect or to terminate the Agreement. All amounts owned by the Lessee to Landal shall then fall due immediately.
- 4.8 In the event of the liquidation or insolvency of the Lessee or of a moratorium on payments or debt restructuring, all amounts owned by the Lessee to Landal shall fall due immediately and Landal shall be entitled to terminate the Agreement with immediate effect.
- 4.9 In so far as is applicable, all prices shall include VAT, unless otherwise stated. As a result of interim amendments to the statutory regulations or stipulations (including an increase in the applicable turnover tax or tourist tax and/or in the event that second-home tax is charged), Landal shall be entitled to implement price increases and to pass on any (additional) costs incurred.
- 4.10 In the event that excess quantities of gas, water and/or electricity are consumed, Landal reserves the right to require the Lessee to effect retrospective payment of the additional cost thereof.
- 4.11 The Agreement shall be terminated automatically without any action being required in the event that and at such time as the Lessee has been in arrears for the (full) amount of the payment for at least 30 days, on condition that Landal has sent at least two demands for payment by registered mail.

5. CANCELLATION TERMS AND CONDITIONS

- 5.1 In the event that an agreement is cancelled, cancellation charges shall be payable. If cancellation takes place 30 days or more before the date of arrival, the charge shall be equivalent to 30% of the Rent. If cancellation takes place on the 30th day before arrival or later, it shall be equivalent to the Rent. If no Users have arrived within 24 hours of the agreed arrival date, this shall be regarded as a cancellation.
- 5.2 A cancellation shall only be processed if received by Landal in writing (including by e-mail) and Landal has confirmed receipt thereof.
- 5.3 In the case of a long-term agreement, Landal may allow a partial cancellation, if that was specifically agreed in the Rental Agreement. In such cases, the cancellation date applied shall be the date of the subsequent arrival day (Monday or Friday) following the day on which the cancellation is received by Landal. A partial cancellation may entail a price change for the non cancelled period. In that case Landal will indicate this prior to processing the partial cancellation.

6. USE OF ACCOMMODATION AND FACILITIES

- 6.1 Each accommodation unit may only be used by the maximum number of people stated on the website of Landal GreenParks for the particular type of accommodation concerned and may never be occupied by a larger number of people than agreed in the Agreement concluded with Landal.
- 6.2 Occupation of the accommodation rented can commence from 04:00 PM on the date of arrival stated in the Agreement. On the agreed date of departure, the accommodation must be vacated by 10:30 am.
- 6.3 The Agreement shall come to an end once the agreed (rental) period has elapsed. Termination is not required.
- 6.4 In the event that the use of the accommodation and/or facilities for any reason ends sooner than the agreed date, there shall be no entitlement to a refund of (part of) the rental charge and Landal shall not provide reimbursement for any costs or damage.
- 6.5 In the event that there is any change in the persons occupying the accommodation with or on behalf of the Lessee, the keys must be returned to Reception at the park concerned at the end of each stay.
- 6.6 In the event that the Users are below the age of 18, the group of people staying in each accommodation unit must be accompanied by one person over the age of 18.
- 6.7 The Lessee and any of the Users shall be responsible and jointly and severally liable for ensuring orderly conduct in and around the rented accommodation unit and elsewhere in the park. They shall also be responsible and jointly and severally liable for the use that is made of the accommodation, facilities and the equipment contained therein. The Lessee and all Users shall, at all times, be jointly and severally liable for losses caused as a result of broken and/or missing items and/or for any damage caused to the inventory, the accommodation and/or the facilities. The Lessee must report any damage to Landal immediately and pay for it straight away while on site.
- 6.8 Smoking is not permitted in a large number of accommodation units in the parks belonging to Landal GreenParks. This is made known by means of "No Smoking" information signs next to the entrance to the accommodation. Smoking is not permitted in accommodations that are designated smoke-free. In the event that anyone breaches this "No Smoking" policy, Landal shall be entitled to charge the Lessee the costs of additional cleaning of the accommodation concerned. Landal's other rights in such matters, including the right to receive additional compensation, the right to require compliance and/or the right to terminate the Agreement, shall remain unaffected.
- 6.9 The accommodation is made available to the Lessee including a full inventory. Immediately after arrival, the Lessee must inform Landal in writing of any damage or of items missing. In the absence of any such notification, the accommodation shall be deemed to be in good condition and fault-free and as such shall be deemed to have been taken into use by or on behalf of the Lessee. The Lessee shall be expected to leave the accommodation in the same condition.
- 6.10 The Lessee must leave the accommodation swept clean (that means no dirty dishes must be left unwashed, bed linen must be removed and folded, the kitchen and fridge must be cleaned and the rubbish sack must be placed in the container). If cleaning costs are included, this relates to a one-off cleaning once the accommodation is vacated in the condition described above.
- 6.11 In cases involving the improper use of the accommodation and/or a failure to leave it in the correct condition, the Lessee shall be responsible for any damaged incurred and Landal shall be entitled to impose additional charges.
- 6.12 Bed linen must be changed for washing at intervals to be determined by Landal. The Lessee shall ensure that bed linen is made available to Landal for that purpose. Landal may apply a charge, at its standard rates, for the changing of bed linen.
- 6.13 In so far as the capacity of the accommodation so permits, the receiving of visitors is permitted, on condition that any visitors first report to Reception. The term "visitors" is understood to refer to day visitors, not visitors staying the night.

- 6.14 Keeping pets in the accommodation and/or on the park is only permitted if prior approval has been granted by Landal and the applicable supplements have been paid. Pets shall not be permitted to access any bodies of water, swimming pools, restaurants, indoor facilities at the centre or any other public events on the park, unless otherwise indicated elsewhere). Pets must be kept on a leash whenever they are taken outside of the accommodation. Any instructions given on site must be adhered to. Pets must not cause any nuisance to other guests.
- 6.15 Without written permission from Landal, guests are not permitted to make any changes to the (furnishing of the) accommodation. This also includes installing additional dishes, additional refrigerators, air conditioning devices, etc.
- 6.16 The Lessee and the other Users are not permitted to make the accommodation available for use by any other persons under any pretext or for whatever reasons, unless otherwise agreed with Landal. In the event that the Lessee makes the accommodation available to other Users, the Lessee shall ensure and be liable for ensuring that all Users undertake to abide by the stipulations contained in the Agreement and General Terms and Conditions. Any instances in which a User fails to comply shall be deemed to be a failure to comply by the Lessee.
- 6.17 Landal reserves the right to make changes to the setup and opening hours of the facilities in the parks including the (temporary) closure of these facilities without the Lessee being entitled to any compensation or indemnity. For the purpose of carrying out essential maintenance, it must be possible for work to be carried out to the accommodation during the stay. No compensation shall be payable in that regard. Any persons designated by Landal, such as the park management or cleaning staff must be permitted to enter the accommodation at any time.
- 6.18 The Lessee and the Users must adhere to the rules established for the parks, which are contained within the Park Regulations and the Swimming Pool Regulations, amongst other documents. Lessees and Users must also adhere to instructions given by staff members
- 6.19 In the event that a User(s) causes serious nuisance, this to be at the discretion of park management, this constitutes a failure in the fulfilment of this agreement, on the grounds of which Landal - without further notice or demand or summons - is entitled to remove the User(s) from the park. In this case, the Lessee shall not be entitled to a refund of the Rent or any part thereof.
- 6.20 For safety reasons, it is not permitted to place tents near the accommodation.
- 6.21 In the event that a breach of the obligations that form part of these General Terms and Conditions, Landal shall be entitled to remove, or instruct the removal of, the Lessee and any other User from the park with immediate effect, without any refund of the Rent or part thereof, being payable.
- 6.22 In the event that the park management has serious grounds for believing that a User is acting in contravention of the law, of public order and/or public decency, the park management shall be entitled to provide access to the accommodation.
- 6.23 In the event that a government authority establishes that the accommodation (units) are being used in a manner that contravenes the valid zoning plan and an obligation is imposed or announced to proceed to terminate the use that is in contravention with the zoning plan, Landal shall be entitled to terminate the relevant rental agreement prematurely with immediate effect and to deny all further access to the accommodation. The Lessee's right to receive restitution of the Rent or compensation (in the form of redress) is hereby explicitly excluded.
- 6.24 The Lessee and the Users shall not be entitled to exercise any entitlement for a specific accommodation number. Landal is entitled at all times to require Users to relocate to different accommodation with immediate effect during the course of their stay.
- 6.25 The Lessee and the User(s) must comply with the applicable (local) laws and regulations. If and insofar as applicable, the Lessee and/or the User(s) are at all times responsible for requesting and obtaining the necessary (temporary) (exemption) order(s) or permit(s) and/or other documents from the municipality concerned in time with regard to their stay at the park. In the absence of this, Landal shall be entitled to terminate the Agreement with immediate effect. The Lessee and each User are in this respect jointly and severally liable for and fully indemnify Landal against claims from third parties on any grounds whatsoever (including but not limited to a fine or order under penalty of payment imposed by a governing body).

7. FACILITIES

- 7.1 The Lessee shall also be entitled to rent specific facilities, such as conference accommodation, including or not including additional packages, such as food and drink, presentation equipment and use of the internet. In the event that it is agreed in that regard that the Lessee shall effect payment directly to the site concerned, the Lessee will have entered into an agreement with the relevant (park) location in connection with the rental of those facilities.
- 7.2 Unless otherwise agreed, the relevant stipulations from these terms and conditions shall apply to any such agreement as appropriate. In that connection, the park location shall be entitled to a direct right of recourse to the stipulations contained in these terms and conditions, such as those relating to payment, cancellation, use of the internet and the obligation to fulfil established rules. Unless explicitly agreed otherwise in writing, the agreement relating to the use of facilities is not irrevocably connected with the Rental Agreement with Landal, such that termination of the relevant agreement or the inability to proceed with it for any other reason shall not automatically have any effects on the Rental Agreement with Landal and vice versa.
- 7.3 In the event that an individual price is agreed for the rental of the facilities and on condition that this has been agreed with the location, the rental thereof may be cancelled separately in accordance with the stipulations regarding cancellation. If a price per person has been agreed, it shall also be possible for the number of people to be cancelled in accordance with the current cancellation terms and conditions.
- 7.4 In the event that a turnover guarantee has been issued by the Lessee, namely a minimum amount of turnover that will be achieved, the Lessee shall be obliged, in connection with the agreement(s) concerned, to pay at least the guaranteed turnover amount. The same shall apply in the event of cancellation.
- 7.5 In the event that while occupying areas of spaces in a park, the Lessee and/or the Users consume drink that has not been provided by that park, the Lessee shall owe a corkage fee in respect of each bottle of drink consumed. In the event that while occupying areas of spaces in a park, the Lessee and/or the Users consume foodstuffs that have not been provided by that park, the Lessee shall owe a kitchen fee in respect thereof. The amounts concerned shall be agreed in advance or, in the absence of any prior agreement, shall be established in a reasonable manner by the park.

8. SECURITY DEPOSIT

- 8.1 Landal shall be entitled to require a security deposit at the beginning of the stay. The security deposit must be paid on the spot in euros.
- 8.2 The security deposit serves as a safeguard against damage and/or against costs, in the broadest sense of the word, that Landal may incur in the event that the Lessee and/or a User fails to fulfil his/her obligations or inflicts damage in some other manner.

- 8.3 In the event that the security deposit is not paid immediately at the start of the stay, Landal shall be entitled to deny the Lessee and/or other Users access to and use of the accommodation and/or other facilities be entitled to terminate the Agreement with immediate effect, without any refund of the Rent or part thereof shall take place
- 8.4 Landal shall refund the security deposit or any residual amount thereof to the Lessee or the User(s), once any claims (damage to inventory/accommodation and/or other costs) have been deducted. Any (additional) entitlements to compensation shall not be cancelled out as a result of that refund being made.

9. NIGHT REGISTRATION

- 9.1 On behalf of government authorities, the names and addresses of guests staying in a Landal park must be recorded in what are known as night registers. The Lessee shall ensure that the for the night registration relevant information of each (of the) User(s) will be made available to Landal, no later than at the start of the stay, in the form specified by Landal. In the event that during the term of the Agreement, a change or substitution of Users takes place, each new User must register on arrival at the park.
- 9.2 In accordance with the applicable legislation, Users may be required to provide proof of identity at the time of "check-in". If a User is unable to provide proof of identity, Landal may decide not to provide accommodation to the User.

10. REGISTRATION IN THE PERSONAL RECORDS DATABASE PROHIBITED

- 10.1 Neither the Lessee nor the Users are permitted to register or to arrange to be registered with the Municipality (or in the Personal Records Database) at the address of the park or of the accommodation. A single breach of this prohibition shall lead to the Rental Agreement being terminated with immediate effect, without any further written notification or notice of default, without a refund of the Rent or any part thereof. In such cases, the Lessee shall be responsible and indemnifies Landal for any costs incurred, including legal fees and bailiffs' fees (both judicial and extrajudicial). The Lessee shall also be obliged to reimburse Landal for any damage suffered by Landal subsequently or at the time, as a result of this prohibition.

11. FORCE MAJEURE

- 11.1 In the event of force majeure on its side, each party shall not be obliged to fulfil any obligation.
- 11.2 Force majeure on the part of Landal in these terms and conditions, alongside the stipulations laid down in the relevant legislation and case law, shall be understood to include: terrorism, riot, acts of war or wilful damage, fire, water damage, flood, industrial strikes, factory sit-ins, government measures, interruptions to the energy supply, the sickness of a person or persons deployed by Landal for the performance of the Agreement or of any third parties deployed by Landal, the temporary or permanent unavailability of an accommodation and/or park location or parts thereof, or any causes originating externally, whether foreseen or unforeseen, over which Landal is unable to exercise any influence, but which prevent Landal for fulfilling its obligations.
- 11.3 Landal shall inform the Lessee as quickly as possible in the event that Landal is unable to supply or to perform the Agreement or is unable to do so in a timely manner.
- 11.4 In the event that as a result of force majeure, fulfilment by Landal is permanently impossible, Landal shall be entitled to terminate the Agreement at that point in time, without being obliged to pay any refund or compensation.

12. LIABILITY

- 12.1 The Lessee and User(s) shall be jointly and severally liable for all losses or damage (including damage as referred to in article 6.24 of these conditions), however these may be termed and whatever the manner of their causation by, as a result of, or in association with use by persons, to whom the Lessee made available the accommodation.
- 12.2 Landal shall, in all cases, solely bear liability towards the Lessee and the Users in the case of direct losses or damage that form a direct consequence of a culpable shortcoming (or a series of connected culpable shortcomings) in the performance of the Agreement. Such liability shall furthermore be restricted to the amount paid by the Lessee for the relevant Rental Agreement during the twelve months prior to the onset of the loss or the damage. Under no circumstances shall the total compensation for the damage exceed the amount of €30,000 (in words: thirty thousand euros) per event or connected series of events and per calendar year.
- 12.3 Landal shall not bear liability for indirect losses or damage, including consequential losses, lost profits, unrealised savings, the loss of or damage to data, or a stagnation in business operations.
- 12.4 Landal shall not bear liability for theft (including theft from safes and swimming pool lockers), the loss or damage to items or persons, whatever the type of damage, during or as a result of a stay in one of the parks.
- 12.5 Landal shall not bear liability for service interruptions or for shortcomings in services provided by third parties.
- 12.6 The restrictions of liability that form part of this article shall not apply if and in so far as the events involved are the result of intentional acts or of wilful recklessness on the part of Landal or its management personnel.
- 12.7 Rights of action and other rights against Landal, on any basis whatsoever, shall cease to apply if legal proceedings have not been initiated before the competent court within one year of the point in time at which the Lessee became aware, or could reasonably have been expected to become aware, of the existence of those rights.
- 12.8 The Lessee shall indemnify Landal – and hold Landal harmless – in respect of all claims by third parties, whether known or unknown and however these may be termed, in the event that such third parties suffer damage or losses in connection with the (performance of) the Agreement that cannot be attributed to Landal.
- 12.9 The restrictions of liability laid down in this provision shall also be stipulated in connection with third parties that are deployed, as a result of which they shall therefore have a right of direct recourse to these restrictions of liability.

13. MISCELLANEOUS

- 13.1 Landal is entitled to deduct any amounts receivable from the Lessee (for whatever reason and whether or not due and payable) from any amounts owed by Landal to the Lessee.
- 13.2 Landal is fully entitled to assign this Agreement or all rights and obligations arising therefrom in full or in part to an affiliated company or to arrange their performance by an affiliated company. The Lessee shall grant its prior consent to this and shall lend assistance in that regard.
- 13.3 If and insofar as Landal is required to make a payment (such as a refund) to the Lessee, Landal shall transfer such amount only to the bank account number known to it by which the Lessee has previously made payment of the reservation to Landal.

14. COMPLAINTS, DISPUTE RESOLUTION AND APPLICABLE LAW

- 14.1 In the first instance, you should report your complaint there and then to the management of the park in which you are staying. Should you feel that your complaint has not been dealt with to your satisfaction, you may submit your complaint in writing within one month of your departure from the park in which you stayed, by writing to: Landal GreenParks B.V., Guest Services department, Bezuidenhoutseweg 78, 2594 AX The Hague or by sending an e-mail to gastenservice@landal.com, stating your booking number, your name and address, the dates of your stay, the name of the park and your accommodation number. Your complaint shall then be handled with the utmost care. If this also does not lead to a satisfactory solution, the complaint may be brought before the competent court.
- 14.2 All legal relationships between Landal and the Lessee and any disputes arising therefrom shall be subject to the laws of the Netherlands.
- 14.3 Unless any other court is deemed competent under the rules of mandatory law, any disputes shall exclusively be heard by the competent civil court of first instance in The Hague.
- 14.4 Alternatively, consumers are entitled to submit the complaint to the Recreation Complaints Board [Geschillencommissie Recreatie] in The Hague, within three months of their departure from the park. The decision reached by the Complaints Board has the power of a binding recommendation.
- 14.5 The Dutch text of these terms and conditions shall always prevail when interpreting their meaning.

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