

APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Agreements between the Company and the Holiday Lessee regarding the rental of Holiday Accommodations. These terms and conditions are an inextricable part of the Agreement.

Conclusion of agreement and reservation

An agreement for the rental of an Accommodation is concluded by means of offer and acceptance. This agreement can be concluded at the reception of the Park, but also by making a reservation.

Agreements can only be concluded by Holiday Lessees aged 21 years or older. If the Holiday Lessee is under the age of 21, the Company may impose additional conditions. If the Holiday Lessee's Joint Holiday Lessees are under the age of 21, the Holiday Lessee must accompany these Joint Holiday Lessees for the entire duration of their stay.

An Accommodation can be reserved both online and by telephone. Both types of reservation are binding for both parties.

Online reservation:

An agreement is concluded if:

- The Holiday Lessee agrees to these General Terms and Conditions;
- The Holiday Lessee enters all the data required to make the reservation online and then submits the reservation by clicking 'make your booking', and;
- The Company has confirmed the reservation to the Holiday Lessee in writing.

The receipt of all reservations made via the website will be confirmed in an e-mail to the Holiday Lessee or, at the Holiday Lessee's urgent request, by post, which means that the reservation has been received and is being processed. With this, the reservation is binding for the Holiday Lessee.

If the Holiday Lessee has not received confirmation of receipt by e-mail, there may have been a problem with the booking and the Holiday Lessee should contact the Company; if not, he/she has no entitlement to the reservation.

Telephone reservations:

The Holiday Lessee can also make a reservation over the telephone.

When a reservation is made by telephone, an Agreement is immediately concluded.

Summary of costs

After checking and processing the reservation made via the website or by telephone, the Holiday Lessee will receive a summary of costs from the Company by e-mail (or by post at the request of the Holiday Lessee). If the Holiday Lessee has not received the summary of costs within 5 days after making the reservation, the Holiday Lessee must contact the Company. Any inaccuracies in the summary of costs overview must be reported to the Company within 24 hours.

Right of withdrawal

Reservations made are final and binding on the Holiday Lessee. A right of withdrawal (also known as the cooling-off period) as referred to in the Dutch Civil Code does not apply to services relating to the rental of accommodation.

Holiday Lessee

The Holiday Lessee must be at least 21 years old at the time of the booking. The Holiday Lessee is liable for all Joint Holiday Lessees who are named and who accompany him/her and for all Guests who visit the Holiday Lessee at the Park. All correspondence is conducted using the Holiday Lessee's details.

CANCELLING OR AMENDING THE AGREEMENT

Cancellation by the Holiday Lessee

Due to unforeseen circumstances, the holiday may need to be cancelled. In this case, the Holiday Lessee or someone acting on his/her behalf must inform the Company in writing or by telephone (during office hours). In most cases a fee will be charged in the event of a cancellation, or amendment of, an Agreement.

Following a cancellation, the Holiday Lessee will receive a cancellation notice from the Company. This will specify the fee charged for the cancellation.

In addition to the reservation fees and any preference surcharges (and any insurance premiums) owed, the (joint) Holiday Lessee will owe the Company the following amounts:

- For cancellations up to the 91st day (exclusive) prior to arrival: 15% of the Booking Total;
- For cancellations from the 91st day (inclusive) to the 61st day (exclusive) prior to arrival: 50% of the Booking Total;
- For cancellations from the 61st day (inclusive) to the 31st day (exclusive) prior to arrival: 75% of the Booking Total;
- For cancellations from the 31st day (inclusive) to 1 day (inclusive) prior to arrival: 90% of the Booking Total;
- For cancellations on the day of arrival or later: 100% of the Booking Total.

Cancellation by Company

In the event of force majeure or unforeseen circumstances, the Company is entitled to cancel the reservation. Unforeseen circumstances and force majeure shall be deemed to include the following:

- The Accommodation is no longer suitable for rental (for example: due to flooding, fire or breach of contract on the part of the Accommodation Provider).
- The Accommodation is no longer available (for example: because of the sudden sale of the Accommodation by the Accommodation Provider, because of a double booking or because the Accommodation Provider has been declared bankrupt).

The Company will inform the Holiday Lessee of such situations immediately, stating the reason, by telephone or in writing. In such cases, the Company will seek to offer an equivalent accommodation for the same Booking Total. If no suitable alternative offer can be made, or if the Holiday Lessee does not agree with the alternative offered, the Company will refund the fully or partially paid Booking Total without any obligation on the part of the Company to pay the Holiday Lessee compensation.

Changes

The Holiday Lessee may make changes to an Agreement up to 28 days prior to arrival. The cost of the booking must not be less than the original cost of booking after the change. Any such changes may be subject to a rebooking fee.

Transferring the reservation

If the reservation is transferred entirely to a third party, the Holiday Lessee must indicate this in writing to the Company. Any such changes may be subject to a rebooking fee.

Any amounts already paid shall be deemed to have been paid by the acquiring party. The transferring party and the acquiring party must organise this between themselves.

FINANCIAL PROVISIONS

Payment

After receipt of the summary of costs, the following costs must be paid: Within 14 days: 20% of the invoice. The Company must receive the remaining amount 4 weeks prior to arrival.

If the Holiday Lessee books within 4 weeks prior to arrival, the total invoice must be paid immediately.

The total amount shown in the summary of costs must always be paid in full prior to arrival.

Failure to pay on time

If the Company has not received the payments in good time, it is entitled to terminate (cancel) the agreement and to hold the Holiday Lessee liable for the cancellation fee. The cancellation fee will be deducted from the amounts already paid.

OBLIGATIONS HOLIDAY LESSEE AND/OR JOINT HOLIDAY LESSEE

The Holiday Lessee and Joint Holiday Lessee and any guests will comply with the obligations arising from these General Terms and Conditions and the Park Regulations.

Failure to comply with these obligations shall be considered an attributable failure to perform the agreement, leading to liability for compensation on the part of the Holiday Lessee vis-à-vis the Company. The Company shall also be entitled to terminate the agreement.

(USE OF THE) ACCOMMODATION

Condition of the accommodation and nature of use

- The Accommodation is made available to the Holiday Lessee and/or Joint Holiday Lessee in a good condition. If the Holiday Lessee and/or Joint Holiday Lessee is of the opinion that this is not the case, he/she must immediately report this to the Park reception.
- The Holiday Lessee is obliged to treat the Accommodation and the inventory it contains with care. Upon vacating the Accommodation, the Holiday Lessee shall leave it in a clean and tidy state. Prior to departure, the Holiday Lessee or Joint Holiday Lessee must report any damage to the Accommodation caused by the Holiday Lessee to the Park Reception and pay for this damage immediately.
- If the Accommodation is left in an unclean or damaged state, the Company is entitled to deduct the cost of this damage from the deposit.
- The Accommodation may only be used by the Holiday Lessee for recreational purposes, unless expressly agreed otherwise in writing. Recreational purposes shall in any event not include the use by the Holiday Lessee of the Accommodation during a period in which one or more of the users of this Accommodation carry out work, whether paid or unpaid, and whether or not carried out under a contract of employment. Permanent residence is not permitted.

Maximum number of persons

The use of the reserved Accommodation by more than the maximum number of persons for the Accommodation (including children and babies) as stated on the website is not permitted. In such cases, the Company can refuse to allow the Holiday Lessee and/or Joint Holiday Lessee to use the Accommodation. In such cases, he/she is not entitled to a refund of payments already made.

Visitors cannot be received or stay overnight without prior approval from the Company.

Pets

Pets are only permitted if explicitly stated.

- Registration of pets after booking will be considered a change.
- If pets are brought without prior notice, the Company may refuse access to the Park and/or the Accommodation.
- An additional (cleaning) fee will be charged if a pet is brought to the Accommodation.
- Pets must at all times demonstrably meet the health and vaccination requirements of the country in which the Accommodation is located. In the event of failure to comply with these requirements or failure to demonstrate that these requirements are met, the Company may refuse the pet access to the Accommodation or to the Park.

The Holiday Lessee shall at all times be liable for damage caused by the pet to the Accommodation or to the Park.

For additional information, please refer to our pet rules.

TRAVEL INFORMATION

Arrival and departure

Arrival and departure times are stated in the Arrival Information. The Holiday Lessee will receive this no later than 8 days prior to departure. You can also find this information on the website. For so-called last-minute bookings, the Holiday Lessee can report to the Park's reception. In the event of late arrival or early departure, the costs for the entire period booked must still be paid in full.

COMPLAINTS

If a Guest has a complaint during the stay at the resort, he/she can report it to the Park's reception and/or manager to give the Company the opportunity to resolve the complaint. If the complaint is not resolved to the Guest's satisfaction, he/she can submit the complaint in writing to the Quality Department up to two weeks after returning home via info@resortdevlasschure.nl or by post to the postal address Dorpsdijk 12, 4491 ED in Wissenkerke. The e-mail or letter must state the complaint, the booking number, if any, the guest's contact details and any other information that may be useful to the Company when dealing with the complaint.

BOOKING TOTAL AND COSTS

- Discounts cannot be combined.
- The Company reserves the right to change the Booking Total if an increase in government levies or taxes gives cause to do so.
- Any discount offers do not apply to existing reservations.

LIABILITY

- The Company and Accommodation provider are not liable for loss and/or theft (including cash), damage to property, losses or injury sustained by the Holiday Lessee and/or Joint Holiday Lessee by whatever cause.
- The use of the Accommodation and of all facilities and services in the Park shall at all times be at the Holiday Lessee's and/or Joint Holiday Lessee's own risk.
- The Company accepts no liability for unexpected (construction) activities in the vicinity of the reserved Accommodation, work on access roads and/or main roads, noise nuisance from, for example, neighbours, church bells, fireworks, cars, trains or agricultural machinery, nuisance from vermin and environmental problems in the vicinity of the Park and/or the Accommodation.
- The Holiday Lessee and/or Joint Holiday Lessee is expected to be aware of local laws and regulations. The Company is not liable for the consequences of any violation thereof by the (joint) Holiday Lessee.

Liability of the Holiday Lessee

During the stay, the Holiday Lessee is liable for damage caused to the Accommodation, the furnishings and all items belonging to the booked Accommodation during his/her stay, irrespective of who caused the damage. If such damage arises, it must first and foremost be settled between the Accommodation provider and the Holiday Lessee.

Privacy

The Company's privacy statement can be accessed via a link in the summary of costs, and on the website.

APPLICABLE LAW AND COMPETENT COURT

All agreements concluded, amended or supplemented on the basis of these General Terms and Conditions, unless another country's laws apply pursuant to order-of-precedence rules, are governed by Dutch law.

Disputes relating to the agreement can only be brought before the competent court in Middelburg. If the Holiday Lessee is a natural person who is not acting in the course of his/her profession or business, the Holiday Lessee will be granted a period of at least one month after the date on which the Company has invoked this provision in writing, in which to choose in writing a legally competent court to settle the dispute.

OTHER STIPULATIONS

The Holiday Lessee is responsible for providing the correct contact details and must immediately report any change in his/her contact details to the Company.

PARK REGULATIONS

The Park Regulations form an integral part of the General Terms and Conditions that apply to the agreement between the Holiday Lessee and Company. Correct observance of the Park Regulations guarantees the safety of our guests. Thank you in advance for your cooperation and understanding.

All terms used in the Park Regulations correspond to the definitions provided in the General Terms and Conditions.

Arrival and departure

The arrival information indicates the time from which the Holiday Accommodation is available. Holiday Accommodations must be vacated by 10:00 am on the day of departure. Rubbish may not be left in, around or on the Holiday Accommodation. Rubbish must be disposed of (sorted) in the designated containers. Rubbish may not be placed near or next to garbage containers, and must be placed in sealed bin bags for reasons of hygiene and to control pests (vermin).

Visitors

- Visitors are welcome at the Park and must report to the reception upon arrival. They are expected to leave the Park before 11 p.m. Deviations from this rule are only permitted with the prior permission of the Park manager.
- If visitors wish to stay overnight, they must report to the Park reception. They will be registered as overnight guests, for which a fee will be charged. The Company reserves the right to refuse overnight guests. Visitors must adhere to the rules set out in these Regulations.
- Guests of the Holiday Lessee must adhere to the same conditions and rules as the Holiday Lessee. The Holiday Lessee must ensure that his/her guests are aware of the relevant regulations, as included in the General Terms and Conditions and the Park Regulations.

Power (water/electricity)

- Guests are not permitted to charge an electric car other than in the parking spaces that are specifically designed and designated for this. Violation of this rule may lead to a fine being deducted from your deposit.

Park facilities

- Use of the Park's facilities is at your own risk. Football and other ball games are only permitted in designated areas.

Use of the Accommodation

- The Holiday Accommodations all come with their own furniture. Furniture that belongs inside the Accommodation may not be taken outside. (Garden) furniture may not be moved to other Accommodations.
- Guests are obliged to keep the rented property and its immediate surroundings in a neat and orderly condition. Waste must at all times be deposited in the designated containers or waste bins.
- If you are temporarily absent from the immediate surroundings of the Accommodation, loose items such as bicycles, toys, etc. around the Holiday Accommodation must be tidied away and stored out of sight. Bicycles may not be placed against the Holiday Accommodations.
- Guests are not permitted to place party tents in Accommodations without permission from the Park manager or security.

Drones

Drones must not be used without the permission of the Park manager or security [[niet overal vliegen met een drone](#) (in Dutch)]. There are places where you are not allowed to fly a drone, such as over crowds, built-up areas and in the vicinity of airports and other no-fly zones.

If you wish to use your Drone in the surrounding area, we advise you to consult the drone map which shows you where you can, and cannot, fly. [Dronekaart](#).

Respect the privacy of others and their enjoyment of the peace of the Park.

Penalty for the use of a drone

Guests who fail to comply with the rules, may receive a warning or a fine (max. € 7,800). You may also be at risk of having your drone confiscated. The amount of the fine or penalty depends on the type of violation. The Ministry of Justice will decide whether you used the drone professionally or recreationally, and whether you have put people at risk.

Pets

Insofar as pets are permitted in the Park, the following applies:

Uncaged pets must be kept on a leash at all times, except inside an Accommodation and must not in any way cause a nuisance to the Park's other guests.

Pets must be walked outside the Park, outside built-up areas. Owners are expected to dispose of their dog's faeces in the dog poop bags and deposit them in the dog toilet provided for that purpose. In the event of 'accidents' in the Park, the dog walker is required to remove the waste.

The Holiday Lessee and/or Joint Holiday Lessee is responsible for complying with all legal requirements that apply to bringing a pet and allowing it to stay inside the Park.

Hygiene and maintenance

- Leaving food in the Park is strictly prohibited for reasons of hygiene and the prevention of vermin.
- Rubbish must be deposited in the designated (separate) containers. Guests are not permitted to place rubbish next to the containers or elsewhere in the Park. Rubbish must be packed in sealed plastic bags.
- Bulky waste such as pallets, white goods, garden chairs, ground sheets, etc. may not be left in the Park, unless the Park manager permits them to be left in a designated place.
- Guests are not permitted to deposit biodegradable waste (hedge clippings and grass cuttings) in the containers.
- Guests are not allowed to pick flowers, break tree branches, pull up shrubs, or drive nails into trees. Guests are not allowed to dig holes and damage public green spaces.
- Public urination is not permitted and may lead to a fine being deducted from your deposit.

Feeding animals

Guests may not feed birds/ducks or other animals in the Park, unless specified otherwise.

Use and return of keys, access passes, etc.

- A fee will be charged for the loss of keys/passes etc. (For lost keys, this fee will amount to € 115.00). Keys and/or passes must not be available for use by anyone other than Holiday Lessees and/or Joint Holiday Lessees.

- On departure, all keys issued to Guests for their Accommodation must be returned to the Park's reception.

Night hours and nuisance

- Guests of the Park are required to behave respectfully and to refrain from all forms of behaviour that may reasonably cause offense or inconvenience to the Company or other Guests.
- Guests must respect the privacy of other Park users. There must be absolute quiet between 11 p.m. and 7 a.m. We expect our guests to abide by these rules. This includes no loud conversations, music or any other loud noise. The use of motorised vehicles is also prohibited during these hours.
- During the day guests are not permitted to use radios, portable audio equipment, musical instruments or other potentially noise-causing objects in such a way as to cause nuisance. Guests are deemed to have inconvenienced others if we receive a complaint from another guest.
- Public drunkenness is prohibited. Guests are not permitted to carry opened bottles and/or cans of alcoholic beverage(s) outside their Accommodation, other than on the terrace of the Accommodation.
- Guests must follow the Instructions issued by Park staff (including security guards) immediately.

Maintenance and cleaning activities / service disruptions

- The Company reserves the right to start (cleaning) activities around the Holiday Accommodation at 8 a.m.
- Urgent technical malfunctions that have been reported to Reception will be dealt with as soon as possible
- The Company is always authorised to enter the rented Holiday Accommodation for the purposes of inspection and/or maintenance work, without entitling the Holiday Lessee to a full or partial refund of the rental sum or other sums paid or due. The Company also has the right to temporarily decommission buildings or installations to carry out maintenance work, without entitling the Guest to a full or partial refund of the rental sum or other sums paid or due. If possible, the Company will announce such visits in good time. In the event of an urgent problem, the Company may dispense with such an announcement.

Parking

- Cars may only be parked in the designated spots. If cars are permitted to be parked near the Accommodation, it must be parked on the grass paving.
- Visitors' may not park their cars on the terrain. The Company reserves the right to change the parking policy.
- Parking on the roads is prohibited at all times.
- If these parking rules are violated, the Company reserves the right to have the vehicle removed. The costs incurred will be charged to the Guest.

Park News

Park News includes the following:

Information about the Park. Opening hours and activities. What to do in the event of emergencies. Use of the facilities. Access to the Park and its facilities. Important phone numbers and addresses

Park News is available at the Park's Reception desk. The Company is entitled to amend Park News and/or change or cancel activities.

Guests cannot derive any rights from Park News.

Safety requirements

- Guests must comply with all traffic and safety regulations and must follow the instructions of the staff at once.
- Paths, access roads and barriers must never be blocked by cars or other obstructions, to provide access for emergency services.
- Guests are not permitted to carry out repairs to motor vehicles and/or to wash vehicles in the Park, unless expressly indicated otherwise.
- Guests are not permitted to park or have in storage damaged or scrap cars, trailers or other vehicles and/or vessels, as well as other goods or substances that may have been withdrawn from use.
- Normal traffic rules apply in the Park. Contrary to this, the maximum speed in the Park for all vehicles is 6 miles per hour, unless explicitly stated otherwise. Only local traffic is permitted. Pedestrians and (playing) children always have right of way.
- Guests are not permitted to use scooters, mopeds, electric scooters and/or other electrically propelled means of transport in the Park (with the exception of a car and/or scooter). In special cases these rules can be relaxed at the discretion of the Park manager. This permission only applies if it is given in writing.
- Open fires are strictly prohibited inside the Park. Due to the risk of fire, Guests may not leave candles burning unattended, nor throw away burning cigars, cigarettes and matches. Guests may not keep inflammable and/or explosive substances. Guests are not permitted to place a Christmas tree or Christmas decorations in the Holiday Accommodations.
- The use of a barbecue in the Park is permitted, provided it is at least 3 yards from trees, shrubs, fences, buildings and the Holiday Accommodation. There should also be a bucket with approximately 10 litres of water ready for emergencies within easy reach of the barbecue. Only electricity, gas, charcoal and briquettes may be used as fuel for the barbecue. The Company reserves the right to prohibit the use of a barbecue in special circumstances (such as extreme drought).
- Due to the risk of fire, disposable barbecues may not be disposed of in the designated containers, unless they have been fully extinguished and cooled down entirely.
- Electricity, gas and/or water installations brought by guests into the Park must meet the legal requirements.
- The use of LPG tanks is prohibited, except when used as fuel for motor vehicles.
- In the event of a fire, for whatever reason, the Guest must immediately sound the alarm so that the fire can be extinguished as soon as possible.

PROHIBITED (MISC))

Guests may not:

- Distribute door-to-door advertising
- Sell items (door to door) at the Park
- Offer services; hold a private or public sale
- Consume alcohol outside the Holiday Accommodation
- Use, possess or trade nitrous oxide
- Use or be in possession of (soft) drugs on, around and in the Holiday Accommodation
- Be in possession of tap installations with pressure cylinders
- Be in possession of (fire) arms.

Lost / found property

- Lost and found items can be handed in to Reception. Guests who have lost an item can request that such an item, when found, be sent to them at their own risk and expense (cash on delivery). The Company cannot be held liable for any damage to the found item.
- If the owner of a found item does not report the loss within one month of the item being handed in, it is assumed that he or she does not wish the item to be returned to them.

Removal from the terrain / denial of entry

- All Guests must strictly comply with the provisions of the General Terms and Conditions and the Park Regulations and must follow the instructions of the Company's staff and/or any security service present, in whatever form, and in whatever context. This also applies to the rules concerning the use of the facilities.
- Violation of these terms and conditions, and failure to follow the directions of the staff may result in removal from the Park, whereby access to the Park will be denied, without entitling the Holiday Lessee to a full or partial refund of the rental sum or other sums paid or due, without prejudice to the right of the Company to claim compensation for the damage caused by the violation.
- In general, a warning will be issued first. In urgent cases, at the discretion of The Company, this can be waived and the Holiday Lessee and/or Guest will be immediately removed from the Park and denied further access to the Park. The Company reserves the right to charge the Holiday Lessee an extra deposit if a warning is issued (first or otherwise).

Unexpected circumstances

In cases not provided for by the General Terms and Conditions or by these Park Regulations, the Park manager will decide.

RULES FOR GROUPS AND/OR SPECIFIC CASES

- The Company reserves the right to request an extra deposit in certain situations and periods. On this basis, the Company is entitled to charge each Group (or Family) a deposit of at least €50 to €500 per person.

- The Holiday Lessee who has booked a reservation for a Group is requested at all times to report to reception when the Group arrives. The Company may ask him/her to show valid proof of identity and a list of the names of the members of the Group. Furthermore, the deposit of € 50 to € 500 per person must be paid.
- Every Guest is obliged to show legally valid proof of identity when requested to do so by the Company or its (security) staff.
- The Guests will abide by commonly accepted standards of conduct and will refrain from activities that could be polluting, dangerous, harmful, disruptive, unhealthy and/or cause nuisance to the environment.
- Instructions from staff (including security guards) must be followed at once.
- If it is established on arrival or during the stay that a reservation booked by a Third Party over the age of 21 is actually being used by unaccompanied minors (individuals under the age of 21 who are travelling without their parents and/or guardians or other supervisors who are 21 years or older), the Company reserves the right to dissolve the Agreement with immediate effect, without refund of the Booking Total.
- The Holiday Lessee who books a stay for Joint Holiday Lessees below the age of 21 is obliged to accompany the Group at all times. If it is determined that this Holiday Lessee has not arrived with the group or has left earlier, for whatever reason, the Group will be considered as a group of Unaccompanied Minors and will be treated as such in accordance with the General Terms and Conditions and the present Park Regulations.

Consequences of breaking the rules and/or not following instructions

- In the event of a violation of these Park Regulations and/or the General Terms and Conditions, an initial warning will in principle be given, and, if not already paid on arrival at the Park, an additional deposit of at least € 50 to €500 per person, will be demanded. This initial warning will be issued in writing.
- Depending on the seriousness of the violation, but in any case after a second violation, the Holiday Lessee and any Joint Holiday Lessees accompanying this person will be fined at sum of at least € 50.00 to € 500 per person, which can be set off against the deposit or additional deposit already paid, without prejudice to the Company's right to charge the Holiday Lessee or Joint Holiday Lessee additional compensation for damages. In cases where a deposit has not yet been paid, this fine must be paid at the Park's reception/security staff office. If the fine has not been paid prior to departure, the persons who have been fined will be sent an invoice.
- If, in the opinion of the Company, a violation is so serious that it cannot reasonably be expected to continue the Agreement, the Company is entitled to terminate the Agreement with immediate effect (without prior warning). The entire Group (or Family) will then be immediately removed from the Park and denied access to the Park, with no refund of the Booking Total including surcharges and the deposits paid. In that case, notification will be given in writing on the spot.
- When the Holiday Lessee or one of the Joint Holiday Lessees are issued a warning (initial or otherwise), they are required to sign for this (also on behalf of the entire Group or Family). A refusal to sign will be deemed a refusal to comply with the rules of the Park and the Company can proceed



to terminate the Agreement with immediate effect and deny access without refund of the Booking Total and/or any deposits paid.

Unexpected circumstances

In cases that are not provided for in the General Terms and Conditions or in these Park Regulations, Dutch law will prevail.