

GENERAL TERMS AND CONDITIONS OF ECOLOGES 'T
LENNEPSERF V.O.F.

THESE GENERAL TERMS AND CONDITIONS ARE AVAILABLE FOR
INSPECTION AT THE OFFICE OF ECOLOGES 'T LENNEPSERF
V.O.F AND ARE SENT ON REQUEST AND MAY BE DOWNLOADED
FROM THE WEBSITE:
[HTTPS://WWW.LENNEPSERF.NL/ALGEMENE-VOORWAARDEN/](https://www.lennepserf.nl/algemene-voorwaarden/)

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Article 1: Definitions

In these general terms and conditions, the stated terms have the following meaning:

- a. **vacation accommodation:** all lodges or other mentioned accommodations, including (luxury) tents, with all accessories, inventory and rented items. If applicable, the wellness, as described under i of this article, is also part of the vacation accommodation;
- b. **entrepreneur:** Ecolodges 't Lennepserf V.O.F., the company that makes the vacation accommodation available to the recreational user;
- c. **recreational user:** the person who enters into the agreement with the entrepreneur regarding the vacation accommodation;
- d. **co-recreational user:** the person(s) also indicated on the agreement;
- e. **third party:** any other person, not being the recreational user and/or his co-recreational user (s);
- f. **established price:** the compensation which is paid for the use of the vacation accommodation;
- g. **costs:** all costs for the entrepreneur that are related to the conduct of the business;
- h. **information:** written/electronic data about the use of the vacation accommodation, the facilities and the rules regarding the vacation accommodation;
- i. **wellness:** the wellness facilities offered by the entrepreneur that can be booked by the recreational user, co-recreational user(s) and/or third parties at an additional cost;
- j. **website:** the website used by the entrepreneur, <https://www.lennepserf.nl/>;
- k. **arbitration committee:** 'Geschillencommissie Recreatie' in The Hague, composed of said ANWB/Consumentenbond/ RECRON;
- l. **cancellation:** the written termination of the agreement

by the contracting party/parties before the date of visiting the vacation accommodation.;

m. **a dispute:** if a complaint submitted by the recreational user to the entrepreneur is not resolved to the satisfaction of parties.

Article 2: Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur with regard to the rental of the vacation accommodation and to every distance agreement concluded between the entrepreneur and the recreational user.

2. Before concluding the distance contract, the text of these general terms and conditions will be made available to the recreational user. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be inspected at the office of the entrepreneur and are sent free of charge as soon as possible at the request of the recreational user.

3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the recreational user electronically in such a way that it can be stored in a simple manner on a durable data carrier. If this is not reasonably possible before the distance contract is concluded, entrepreneur will indicate where the general terms and conditions can be consulted electronically and are sent free of charge as soon as possible at the request of the recreational user by electronic means or otherwise.

4. If the entrepreneur does not always require strict compliance of these terms and conditions, this does not mean that the provisions thereof do not apply, or that the entrepreneur has to some extent relinquished the right to strict compliance with the provisions in other cases of these conditions.

Article 3: The agreement

1. The agreement is concluded when the recreational user places a reservation for a vacation accommodation and the entrepreneur has confirmed the reservation, the price and the duration of the stay. If the recreational user has not received a confirmation, something may have gone wrong with the booking and the

recreational user should contact the entrepreneur. In that case, the reservation cannot be appealed yet.

2. The recreational user can also make a reservation by telephone. An agreement is immediately concluded with a telephone reservation.

3. Reservations are binding for the recreational user. The right to rescission does not apply pursuant to Art. 6:230p sub e BW (Dutch Civil Code).

4. For recreational purposes, which means not for permanent residence, the entrepreneur makes a vacation accommodation available to the recreational user of the type or type that has been agreed, for the agreed period and the agreed price.

5. The recreational user is liable for the correctness and completeness of the information provided by him/her to the entrepreneur.

6. If the information deviates significantly from the information provided when entering into the agreement, the recreational user has the right to cancel the agreement without any costs.

7. The recreational user has the obligation to comply with the agreement and other information. He/she ensures that co-recreational user(s) and/or third parties who visit him/her and/or stay with him/her comply with the agreement, the general terms and conditions and the associated information.

Article 4: Duration and termination of the agreement

The agreement ends by operation of law after the expiry of the agreed period, without notice being required.

Article 5: Price and price change

1. The price is agreed on the basis of the rates applicable at that time, which have been determined by the entrepreneur.

2. If, after the agreed price has been determined, additional costs are incurred as a result of a change in charges and/or levies, which relate directly to the vacation accommodation or the recreational user, due to an increase in costs on the part of the entrepreneur, these can be charged to the will be passed on to the recreational user, even after the conclusion of the agreement.

Article 6: Payment

1. The recreational user must make the payments in euros, unless otherwise

agreed, with due consideration of the agreed terms. Full payment is made between the recreational user and the entrepreneur in principle. If the recreational user and the co-recreational user are not married, each party/parties is jointly and severally liable for payment of the principal with regard to his or her share.

2. The recreational user pays a deposit of 30% of the total costs of the vacation accommodation. The remaining 70% must be paid to the entrepreneur at least seven days prior to the date of visiting the vacation accommodation.

3. If the reservation is made within seven days before the desired date of visiting the vacation accommodation, 100% of the agreed price is due.

4. If, despite a prior written reminder, the recreational user does not (properly) fulfill his/her payment obligation within a period of fifteen days after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right to full payment of the agreed price.

5. If the entrepreneur does not possess the total established amount due on the day of arrival, he/she is entitled to dissolve the agreement and hold the recreational user liable for the cancellation costs. The cancellation costs will be deducted from the amounts already paid.

6. The extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, will be charged to the recreational user. If the total amount is not paid on time, the legally determined interest rate on the outstanding amount will be charged after written demand.

Article 7: Deposit

1. The deposit is € 250.00. The deposit serves to guarantee damage and/or costs – in the broadest sense of the word – that the entrepreneur may suffer in the event of non-compliance with the obligations of the recreational user, co-recreational user and/or third parties.

2. The deposit must be paid together with the first down payment obligation. In the event that the deposit is not paid, the entrepreneur is entitled to deny the recreational user access to the vacation accommodation. If the recreational user fails to pay the deposit, the entrepreneur is also entitled to dissolve the agreement with immediate effect.

3. The deposit or any remainder thereof, after settlement of claims (damage to inventory/vacation accommodation and/or other costs) will be refunded to the account of the recreational user within 14 days after departure. Any (further) claims for compensation will not be nullified by this refund.

Article 8: Cancellation

1. In the event of cancellation, the recreational user pays compensation to the entrepreneur. This compensation amounts to:
 - 30% of the established price with every cancellation;
 - 100% of the established price by cancellation from seven days before the date of visiting the vacation accommodation.
2. The recreational user has the option to insure him/herself against cancellation risks by taking out cancellation insurance with an insurance company. The entrepreneur does not offer cancellation insurance itself.
3. If government restrictive measures have been imposed as a result of which the entrepreneur cannot make the vacation accommodation available, the entrepreneur will offer a voucher equal to the value of the booking. At the time of receiving the voucher, the recreational user has a period of six months to use the voucher. Any price difference will be borne by the recreational user.

Article 9: Use by third parties

1. The use of the vacation accommodation with more than the maximum number of persons permitted for the vacation accommodation (including children and babies) as stated on the website and/or in the confirmation is not permitted. In that case, the entrepreneur can deny the recreational user the use of the vacation accommodation. The recreational user is not entitled to receive a refund.
2. It is not permitted to receive or allow third parties spending the night without the prior written approval of the entrepreneur.
3. Conditions may be imposed on the permission given, which must then be laid down in writing in advance.
4. The recreational user is liable for all co-recreational user(s) and/or third parties who are registered and who accompany him/her.

5. All correspondence with the entrepreneur is conducted via the details of the recreational user.

Article 10: Premature departure of the recreational user

The recreational user owes the full price for the agreed rate period if the recreational user decides to leave before the established period was past.

Article 11: Premature termination by the entrepreneur and eviction in the event of an culpable shortcoming and/or illegitimate act

1. The entrepreneur can cancel the agreement with immediate effect, without the right to refund:
 - a. If the recreational user, the co-recreational user(s) and/or third party/parties do not (properly) comply with the obligations under the agreement, the associated information and/or government regulations, despite prior written warning, and to such an extent that according to the standards of reasonableness and fairness, the entrepreneur cannot be expected to continue the agreement;
 - b. If the recreational user, the co-recreational user(s) and/or third party/parties act(s) contrary to the inheritance rules from art. 14 of these terms and conditions which violates the enjoyment, comfort or health of others, or has violated the law or otherwise violates/violates or is likely to violate these terms and conditions;
 - c. If, despite prior written warning, the recreational user, the co-recreational user(s) and/or third party/parties act contrary to the purpose of the site by using the vacation accommodation.
2. If the entrepreneur wishes interim termination and eviction, he/she must let the recreational user know this by personally handing over a letter. The letter must contain information of the possibility for the recreational user of submitting the dispute to the arbitration committee, '(Geschillencommissie') and of the term, as described in Article 17 paragraph 3, that must be observed. The written warning may be omitted in urgent cases.
4. After cancellation, the recreational user must ensure that the vacation accommodation has been vacated and that the recreational user, the co-recreational user(s) and/or third party/parties have left the site as soon as possible, but no later than 4 hours.

5. If the recreational user fails to vacate the vacation accommodation, the entrepreneur is entitled to vacate the vacation accommodation at the expense of the recreational user.

6. The recreational user remains obliged to pay the agreed rate.

Article 12: Legislation and regulations

1. The entrepreneur ensures at all times that the vacation accommodation, both internally and externally, meets all environmental and safety requirements that (may) be imposed on the vacation accommodation by the government.

2. The recreational user is obliged to strictly comply with all safety regulations applicable on the site. He/she also ensures that co-recreational user(s) and/or third parties who visit him/her and/or stay with him/her strictly observe the safety regulations applicable on the terrain.

Article 13: Maintenance and construction

1. The entrepreneur is obliged to keep the recreation area and the central facilities in a good state of repair. If the (co-) recreational user is of the opinion that this is not the case, he/she must immediately report this to the entrepreneur.

2. During the term of the agreement, the recreational user is obliged to keep the vacation accommodation and the immediate surroundings in the same condition as it was received by the recreational user.

3. The recreational user, co-recreational user(s) and/or third party/parties is/are not permitted to dig, cut trees, prune shrubs or carry out any other activity of such a nature on the site.

4. If the vacation accommodation is left dirty or damaged, the entrepreneur is entitled to settle the damage against the deposit.

Article 14: Inheritance rules ('Erfregels')

1. During the stay, the internal regulations, the so called rules of inheritance ('Erfregels'), apply.

2. On arrival, the recreational user must report to the information desk between 3 PM and 8 PM. On the day of departure, the vacation accommodation must be vacated by 11 AM at the latest.

3. It is prohibited for the recreational user, the co-recreational user(s) and/or third party/parties to disturb the (night) rest between 10 PM and 7 AM. It must be quiet

between the aforementioned times. This includes no loud conversations, music or any other noise. Motorized vehicles may also not be used during this period. It is not permitted to use music carriers, musical instruments and other objects that (may) cause noise nuisance in such a way that nuisance is caused. If the recreational user, the co-recreational user(s) and/or third party/parties submit a complaint, the nuisance is established in principle.

4. The recreational user, co-recreational user(s) and/or third party/parties must behave correctly and refrain from doing anything that can reasonably lead to offense or nuisance to the entrepreneur or others.

5. Parties are expressly not allowed. Sports or social clubs are therefore not welcome. If they have made a reservation, the entrepreneur is allowed to cancel this reservation.

6. Pets may only be brought along if this has been discussed with the entrepreneur in advance.

7. Smoking is not allowed in the vacation accommodation.

8. Fires may only be lit in the designated areas.

9. Each vacation accommodation offers space for parking two cars.

10. The recreational user, co-recreational user(s) and/or third party/parties is/are obliged to observe the inheritance rules ('Erfregels') during their stay. Failure to comply with the inheritance rules ('Erfregels') results in an immediately due and payable fine of €300 per day that the violation continues.

11. An amount of €115.00 will be charged when the key of the vacation accommodation is lost. It is not permitted to give keys and/or passes to anyone other than the recreational user. On departure, the key and/or passes must be handed in at the entrepreneur's reception.

12. Public drunkenness is prohibited. The recreational user, co-recreational user(s) and/or third party/parties are not permitted to carry opened bottles and/or cans of alcoholic beverages outside the vacation accommodation, other than on the associated terrace.

13. The entrepreneur is obliged, in addition to the payable fine as stated in paragraph 10 of this article, to take an appropriate measure as described in article 11 of these terms and conditions.

Article 15: Liability

1. The legal liability of the entrepreneur for damage other than personal 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 property, the vacation accommodation (including the wellness) unless this is the result of a shortcoming attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather influences or other forms of force majeure as described in article 16 of these general terms and conditions.
4. The recreational user, co-recreational user(s) and third party/parties(ies) realize that staying in the wellness entails certain risks, including slipping, bumping, burning or otherwise sustaining injury and indemnify the entrepreneur in advance against any liability arising from this.
5. The entrepreneur is liable for disruptions in the utilities, unless he/she can invoke force majeure as described in article 16 of these general terms and conditions.
6. The recreational user is liable towards the entrepreneur for damage caused by the actions or omissions of him/herself, the group, a group member and/or third parties, insofar as it concerns damage caused to the recreational user, the co-creator(s) and/or third party/parties(s)) can be attributed.
7. The entrepreneur is obligated to take appropriate measures after reporting nuisance caused by other recreational users/contractors.

Article 16: Force majeure

Force majeure on the part of the entrepreneur exists if the execution of the agreement is wholly or partially, temporarily or otherwise, prevented by circumstances beyond the entrepreneur's control, including obstructive measures by any government, pandemic, personnel strikes, blockades, natural events such as fire or floods and other disturbances or events.

Article 17: Disputes arrangement

1. The recreational user 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/she must request the recreation taker to pronounce him/herself within five weeks on whether or not he/she wishes to present him/herself for the arbitration committee. The entrepreneur must thereby announce that he/she will consider him/herself liberated after expiry of said term.

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 18: 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.