

General terms and conditions Vakantiepark Eldorado

1 APPLICATION

- 1.1 These General Conditions apply to all offers, reservations and agreements relating to all accommodation let by Vakantiepark Eldorado.
- 1.2 In these general conditions, the terms 'tenant' and 'you' mean the person who enters into an agreement with Vakantiepark Eldorado with regard to the rental/use of accommodation. The term 'user' (hereinafter also referred to as 'guest') means: the tenant and the persons specified by the tenant who (will) use the accommodation rented by the tenant.
- 1.3 These general conditions apply regardless of your (prior) reference to any of your own conditions or to other general conditions. Vakantiepark Eldorado rejects all general terms and conditions to which you refer or which are used by you.
- 1.4 Agreements deviating from these general terms and conditions are only valid if agreed in writing.

2 RESERVATIONS

- 2.1 The Eldorado Holiday Park will only accept reservations from persons aged 21 or over. Reservations by people under that age are therefore not valid.
- 2.2 The Eldorado Holiday Park reserves the right, without giving reasons, to refuse other reservations, especially those for groups, or to impose special conditions.
- 2.3 If the Eldorado Holiday Park accepts your booking, the park will send you a confirmation and invoice. You must check this for accuracy immediately on receipt. Any inaccuracies must be reported immediately.
- 2.4 An agreement between you and Vakantiepark Eldorado is concluded when the Vakantiepark Eldorado confirms the booking to you.
- 2.5 The agreement concerns rented accommodation for recreational use, which by its nature is of short duration.

3 YOUR AGREEMENT

If your booking cannot go ahead in whole or in part because the holiday park has been or is being closed (in whole or in part) in order, in the opinion of Vakantiepark Eldorado, to comply with directives and/or instructions from the (local) government or relevant public health authorities, Vakantiepark Eldorado will offer you the opportunity to, rebook to another period within 12 months or a full refund of the rental amount paid by you to Vakantiepark Eldorado.

4 CHANGES TO THE AGREEMENT

- 4.1 If, after the agreement has been concluded, you wish to make changes to the agreement, Vakantiepark Eldorado is not obliged to accept them. It is at the discretion of Vakantiepark Eldorado to determine whether and to what extent those changes are accepted by it.
- 4.2 If, after an agreement of more than one accommodation has been made, you wish to reduce the number of accommodations, the cancellation conditions set out in Article 15 of our General Conditions will apply.
- 4.3 If due to other circumstances Vakantiepark Eldorado has to make a change to a booking booked by you regarding location, periods of stay or and type and/or location of accommodation, Vakantiepark Eldorado can offer you a suitable alternative.

5 SUBSTITUTION

- 5.1 The tenant and other users are not permitted to assign the accommodation under any name and for any reason whatsoever to persons other than those named in the contract, unless otherwise agreed in writing with Vakantiepark Eldorado.
- 5.2 If you and Vakantiepark Eldorado have agreed that you and/or one or more users will be replaced, you will remain jointly and severally liable to Vakantiepark Eldorado, in addition to the tenant and/or user who replaces you and/or other users, for payment of the portion of the rent still due.

6 PRICES

- 6.1 You must pay Vakantiepark Eldorado the agreed rent as specified in the booking confirmation/invoice.
- 6.2 No further use can be made of price discounts and/or special offers once the confirmation of the booking/invoice has been sent by Vakantiepark Eldorado.
- 6.3 All prices include VAT, unless otherwise stated.
- 6.4 Vakantiepark Eldorado is entitled to implement and set off price increases as a result of interim changes in statutory regulations or provisions (including but not limited to VAT, tourist tax) over which Vakantiepark Eldorado has no influence.

7 ADDITIONAL COSTS

- 7.1 Apart from the rental price, you/the tenant also have to pay reservation and booking fees, deposit, costs for tourist tax and any bed linen and pet surcharge.
- 7.2 The tourist tax contribution is determined by the Municipality of Terschelling. You/the tenant shall at all times owe Vakantiepark Eldorado the applicable tourist tax rate set by the municipality.

8 PAYMENTS

- 8.1 Within 14 days of making a reservation, you must make a down payment of 50% of the total amount payable. If you made a booking in the year prior to your arrival date, a deposit of €100 must be paid within 14 days of receiving confirmation and 50% of the total amount payable by 1 February.
- 8.2 The balance of the rent must be received by Vakantiepark Eldorado no later than 6 weeks before the date of commencement of the stay at Vakantiepark Eldorado as specified in the booking confirmation.
- 8.3 For reservations made within 6 weeks but up to 14 days before the start of your stay, the total amount due must be paid within 14 days of making the reservation. Reservations made within 14 days before the start of your stay must be paid in full immediately. If on arrival at the park it appears that the amount has not yet or not fully been credited to the bank account of Vakantiepark Eldorado, you must pay the (remainder of the) amount on the spot. If payment is not made in accordance with the above, the Vakantiepark Eldorado may deny you use of the accommodation. If it later transpires that you did give a payment order, but that on arrival the amount had not yet been credited to the bank account of Vakantiepark Eldorado, the excess payment will be refunded.
- 8.4 In the event of late payment of the amounts invoiced to you, you will be in default immediately after the expiry of the payment term. If (timely) payment is not made after a payment reminder and reminder, Vakantiepark Eldorado is entitled to dissolve (cancel) the agreement.
- 8.5 The deposit will be refunded to the account number of the tenant within 3 weeks of departure, provided that the accommodation has been left damage-free and clean as described in article 10.6 and the tenancy conditions.

9 ARRIVAL AND DEPARTURE

- 9.1 The rented accommodation may be occupied from **16.00** on the agreed day of arrival as stated on the booking confirmation. On the agreed departure day as stated on the booking confirmation the accommodation must be vacated before **10.00 am** unless otherwise stated on the confirmation.
- 9.2 If you wish to continue the agreement with Vakantiepark Eldorado for longer than the agreed duration and Vakantiepark Eldorado agrees to this in writing, Vakantiepark Eldorado is always entitled to designate another accommodation.
- 9.3 If the use of the accommodation is terminated earlier than the agreed date specified on the booking confirmation, the tenant is not entitled to a refund of (part of) the rent and/or costs by Vakantiepark Eldorado. If you have taken out travel and cancellation insurance, you can submit a claim for compensation on account of early termination of your stay directly to the insurance company.

10 RULES

- 10.1 All guests must comply with the rules laid down by the Eldorado Holiday Park. These can be found in the information folder in each accommodation at the Eldorado Holiday Park.
- 10.2 In accordance with local regulations, all guests are obliged, if requested, to identify themselves at check-in. If guests cannot show proof of identity, Vakantiepark Eldorado may decide not to accommodate the guests.
- 10.3 Each accommodation may only be occupied by the maximum number of people specified on the booking confirmation of Vakantiepark Eldorado for the relevant accommodation.
- 10.4 To carry out necessary maintenance, you will allow work to be carried out on the accommodation or other facilities during your stay without entitlement to compensation.
- 10.5 It is not permitted to place tents near the accommodation of Vakantiepark Eldorado.
- 10.6 The tenant must leave the accommodation clean and tidy (i.e.: no dirty dishes, take off bed linen and return it to reception, clean the kitchen and refrigerator, put the rubbish bag in the container).
- 10.7 If the accommodation is not left clean or damaged, Vakantiepark Eldorado will be entitled to offset its loss against the deposit.
- 10.8 If the rules set out in these general conditions are violated and/or if the instructions of the personnel are not followed, the Vakantiepark Eldorado is entitled to immediately remove you, the tenant and any other user from the park, without restitution of the rent or part thereof.
- 10.9 If the Vakantiepark Eldorado has a serious suspicion that the tenant of an accommodation is acting in contravention of the law and/or public order and/or public decency, the Vakantiepark Eldorado is authorised to gain access to the accommodation.

11 PETS

- 11.1 Depending on the accommodation, a maximum of two pets belonging to the tenant or users will be allowed by Vakantiepark Eldorado. If you and/or other users wish to bring along pets, you must state this directly when booking. In that case, Vakantiepark Eldorado will charge you a supplement, which you will have to pay. Vakantiepark Eldorado reserves the right (without giving reasons) to refuse pets in the park. Pets are not allowed in some types of accommodation.
- 11.2 Pets must be kept on a leash outside the accommodation. Instructions on site must be followed. Pets may not cause nuisance to other guests.
- 11.3 For dogs/cats brought with you, protection against fleas is mandatory, where either drops, pills or a flea collar will suffice.
- 11.4 Caged animals may be brought free of charge, provided this is specified when booking.

12 USE OF ACCOMMODATION AND INVENTORY

- 12.1 The tenant/user and those accompanying the tenant are each primarily liable for an orderly course of events in and around the rented accommodation and for the use of the accommodation and the equipment present therein.
- 12.2 In addition, the tenant/user and those accompanying the tenant are always primarily liable for damage due to breakage and/or loss and/or damage to inventory and/or accommodation. Any damage must be immediately reported by the tenant to Vakantiepark Eldorado and compensated on the spot, unless the tenant can demonstrate that the occurrence of the damage is not due to fault of himself, other users or one of the members of his party.

13 INTERNET USE

- 13.1 Vakantiepark Eldorado offers the tenant/user and those accompanying the tenant access to the internet (secured) via a Wifi network.
- 13.2 The tenant is responsible for the correct use of the internet as well as the necessary hardware and software, configuration, peripherals and connections to support it and measures to secure the computer or operating system.
- 13.3 Vakantiepark Eldorado is not liable for damage resulting from the use of the internet or as a result of network failures.
- 13.4 The hirer/user and those accompanying the hirer must behave when using the internet as may be expected of a responsible and careful internet user, must respect the legal rules and must refrain from behaviour that causes hindrance to other internet users or that damages Vakantiepark Eldorado in the broadest sense of the word. The tenant/user and those accompanying the tenant will refrain from visiting websites of an unlawful nature or which are not in keeping with the reputation of Vakantiepark Eldorado as a provider of accommodation.
- 13.5 If third-party nuisance and/or (other) misuse of the internet is observed or suspected by the tenant/user or those accompanying the tenant, the Vakantiepark Eldorado is entitled to block access to the internet without further notice.
- 13.6 The tenant indemnifies the Vakantiepark Eldorado against claims by third parties for compensation for damage that these third parties might (attempt to) recover in any way from the Vakantiepark Eldorado, insofar as this claim is based on the use made of the internet by the tenant/user and those accompanying the tenant.

14 CANCELLATION COSTS

- 14.1 Within 14 days of making the reservation, the reservation may be cancelled free of charge unless the reservation is made 28 days or less before the start of your stay.
- 14.2 If a reservation is cancelled 14 days after making the reservation or relates to a stay that was to commence within 42 days of booking, cancellation charges will be payable. These cancellation costs are 50% of the total amount if cancelled up to 42 days before the day of arrival and the full total amount if cancelled from the 42nd day to the day of arrival.
- 14.3 You can insure yourself against cancellation risks by taking out cancellation insurance. Please note, you must arrange this yourself.
- 14.4 If you have not arrived within 24 hours of the agreed date without further notice, this is considered a cancellation. In this case, you will owe the full total amount.

15 **FORCE MAJEURE AND ALTERATION**

- 15.1 In the event that the Vakantiepark Eldorado is temporarily or temporarily unable to fulfil all or part of the agreement due to force majeure, the Vakantiepark Eldorado may, within 14 days of becoming aware of the impossibility of fulfilling the agreement, submit a change proposal (for other accommodation/another period etc.). The suspension of fulfilment of the obligations by Vakantiepark Eldorado will in no case be liable to compensation for any damage or costs.
- 15.2 Force majeure on the part of the Vakantiepark Eldorado exists if the Vakantiepark Eldorado is prevented from fulfilling the agreement in whole or in part, temporarily or otherwise, by circumstances beyond the control of the Vakantiepark Eldorado, including war risk, personnel strikes, blockades, fire, floods and other disruptions or events.

16 **TERMINATION**

Vakantiepark Eldorado is entitled at all times to cancel the agreement with immediate effect if, when booking, your and/or other users' personal details are incomplete and/or incorrect. In such a case, there will be no refund of the rent or part of it.

17 **LIABILITY**

- 17.1 The Eldorado Holiday Park accepts no liability for theft, loss or damage of or to goods or persons of any nature whatsoever during or as a result of a stay in our park and/or the hire/use of accommodation and/or other facilities of the Eldorado Holiday Park, unless there is intent or gross negligence on the part of the Eldorado Holiday Park or one of its employees.
- 17.2 Vakantiepark Eldorado is not liable for service disruptions or defects in accommodation provided by third parties.
- 17.3 You/the tenant and each user are primarily liable for all loss and/or damage to the rented accommodation and/or other property of Vakantiepark Eldorado arising during use thereof by you and/or other users, whether or not this is the result of acts or omissions of yourself and/or third parties who are on the park with your permission.
- 17.4 You/the tenant indemnify Vakantiepark Eldorado against all claims for damages by third parties resulting from any act or omission by yourself, other users, your travel companions or third parties who are in the park with your permission.
- 17.5 Any failure to leave the accommodation in good order or condition, including but not limited to excessive soiling, will result in extra charges, which you will be obliged to pay immediately.

18 **COMPLAINTS**

Despite the care and effort of Vakantiepark Eldorado, you may consider that you have a justified complaint regarding your holiday accommodation. You should initially report this complaint on site and directly to the park management. A reasonable, acceptable solution is often possible.

19 **APPLICABLE LAW**

The agreement between you and Vakantiepark Eldorado is exclusively governed by Dutch law.

20 TRAVEL DOCUMENTS

You are responsible for having the valid travel documents required for your destination. Vakantiepark Eldorado accepts no liability for the consequences of not having the correct travel documents.

21 PRIVACY

- 21.1 All data you provide to us will be recorded in a file. The data file is used for our guest administration. A detailed description of how we process your data can be found on our website under the "privacy" section.
- 21.2 At your request, we will correct, supplement, delete or protect your data if, for example, the data are factually incorrect. This may result in you no longer being able to use (part of) our services. You have the right to request us to inform you whether personal data relating to you are being processed.

22 GENERAL

- 22.1 The Eldorado Holiday Park will send its correspondence digitally, unless this proves impossible.
- 22.2 Obvious printing errors do not bind Vakantiepark Eldorado.
- 22.3 These General Conditions supersede all previous publications of General Conditions.