**RECRON TERMS AND CONDITIONS FOR TOURIST ACCOMMODATION**

These RECRON terms and conditions have been drawn up, in consultation with the Consumers' Association and the ANWB, within the framework of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council and will come into force on 1 July 2016.

**Article 1: Definitions**

In these terms and conditions the following definitions apply:

a. camping means: tent, folding camper, camping car, touring caravan, etc;

b. pitch: any location for a camping means to be specified in the agreement;

c. tourist site: a site that is available for a camping means for a maximum period of three months;

d. entrepreneur: the company, institution or association that makes the site available to the holiday maker

e. holiday maker: the person who enters into the agreement concerning the site with the entrepreneur

f. co-owner: the person(s) also indicated on the agreement

g. third party: any other person, not being the holiday maker and/or his fellow holiday maker(s)

h. agreed price: the remuneration that is paid for the use of the tourist site; hereby it must be indicated by means of a price list what is not included in the price

i. information: written or electronic information about the use of the rented pitch and the camping means, the facilities and the rules concerning the stay;

j. Disputes Committee: the Recreation Disputes Committee in

The Hague, composed by ANWB/Consumentenbond/ RECRON;

k. cancellation: the written termination of the agreement by the holiday maker before the starting date of the stay

l. dispute: when a complaint submitted to the entrepreneur by the holiday maker has not been resolved to the satisfaction of the parties.

**Article 2: Content of the agreement**

1. The entrepreneur puts the agreed site at the disposal of the holiday maker for recreational purposes, i.e. not for permanent residence, for the agreed period; the latter thereby acquires the right to place on it a camping means of the agreed type and for the indicated persons.

2. The entrepreneur shall be obliged to provide the holiday maker beforehand with the written information on the basis of which the agreement is concluded. The entrepreneur shall always inform the holiday maker timely in writing of any changes therein.

3. In the event that the information deviates considerably from the information provided at the conclusion of the agreement, then the holiday maker shall be entitled to cancel the agreement without any costs.

4. The holiday maker shall be obliged to observe the agreement and the rules in the accompanying information. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him observe the agreement and the rules in the accompanying information.

5. In the event that the provisions of the agreement and/or the accompanying information conflict with the RECRON conditions, the RECRON conditions shall prevail. This does not affect the fact that the holiday maker and the entrepreneur may make individual supplementary agreements whereby these terms and conditions are deviated from in favour of the holiday maker.

6. The entrepreneur assumes that the holiday maker, with the consent of his possible partner, has agreed to these terms and conditions.

**Article 3: Duration and expiry of the agreement**

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

**Article 4: Price and price change**

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

2. In the event that after the determination of the price, because of an increase of the burden on the side of the entrepreneur, extra costs arise as a consequence of an increase of charges and levies that relate directly to the site, the camping means or the holiday maker, then these may be passed on to the holiday maker, also after the conclusion of the agreement.

**Article 5: Payment**

1. The holiday maker must make the payments in Euros, unless otherwise agreed, taking into account the terms agreed upon.

2a. In the event that a booking is made more than six weeks before the date of arrival and the holiday maker, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of two weeks after the written demand, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of the entrepreneur to demand full payment of the agreed price;

b. In the event that a booking has been made six weeks or less before the date of arrival and the holiday maker has not or not adequately fulfilled his payment obligation, the agreement shall be legally terminated and the holiday maker shall owe a remuneration to the entrepreneur in accordance with Article 6 paragraph 1. The entrepreneur shall inform the holiday maker beforehand of the consequences of not timely payment.

3. In the event that at the day of arrival the entrepreneur is not in possession of the total amount owed, he shall be entitled to deny the holiday maker access to the grounds, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.

4. The extrajudicial costs reasonably made by the entrepreneur, after having given notice of default, shall be at the expense of the holiday maker. In the event that the total amount has not been paid in time, the statutory

**Article 6: Cancellation**

1. In case of cancellation, the holiday maker shall pay a compensation to the entrepreneur. This amounts to:

- in case of cancellation more than three months before the commencement date, 15% of the agreed price;

- in case of cancellation within three to two months before the commencement date, 50% of the agreed price;

- in case of cancellation within two to one months before the commencement date, 75% of the agreed price;

- in case of cancellation within one month before the commencement date, 90% of the agreed price;

- in case of cancellation on the day of the commencement date, 100% of the agreed price.

2. The remuneration shall be proportionally refunded, after deduction of administration costs, in the event that the site is reserved by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur for the same period or part thereof.

**Article 7: Use by third parties**

1. Use by third parties of a camping means and/or the associated pitch is only permitted if the entrepreneur has given written consent.

2. Conditions may be attached to the consent given, which must then have been laid down in writing in advance.

**Article 8: Premature departure of the holiday maker**

The holiday maker shall owe the full price for the agreed holiday period.

**Article 9: Interim termination by the proprietor and eviction in the event of an attributable shortcoming and/or a wrongful act**

1. The entrepreneur can terminate the agreement with immediate effect:

a. In the event that the holiday maker, fellow holiday maker(s) and/or third party/parties do not or not adequately comply with the obligations resulting from the agreement, the rules in the accompanying information and/or government regulations, in spite of prior written warning, and to such an extent that by the standards of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;

b. If the holiday maker, despite prior written warning, causes nuisance to the entrepreneur and/or fellow holiday makers, or spoils the good atmosphere on or in the direct vicinity of the grounds;

c. In the event that the holiday maker, despite prior written warning, acts contrary to the destination of the grounds by using the site and/or his camping means;

d. In the event that the camping means of the holiday maker does not comply with generally recognised safety standards.

2. In case the entrepreneur wishes premature termination and eviction, he must inform the holiday maker thereof in a personally handed letter. In this letter the holiday maker must be informed about the possibility to bring the dispute before the Disputes Committee and about the term, as described in Article 14 paragraph 3, that has to be observed. The written warning may be omitted in urgent cases.

3. After cancellation the holiday maker must see to it that his site and/or camping means is vacated and the grounds are left as soon as possible, but not later than within 4 hours.

4. In the event that the holiday maker fails to vacate his site, then the entrepreneur shall be entitled to v acate the site in accordance with Article 10 paragraph 2.

5. The holiday maker shall in principle remain obliged to pay the agreed rate.

**Article 10: Eviction**

1. When the agreement has ended, the holiday maker must, at the latest on the last day of the agreed period, leave the site empty and completely cleared.

2. In the event that the holiday maker does not remove his camping means, then the entrepreneur shall be entitled, after a written summons and observing a period of seven days starting at the day of receipt, to vacate the site at the expense of the holiday maker, notwithstanding the stipulations of Article 9 paragraphs 2 and 3. Any storage costs, in so far as reasonable, shall be at the expense of the holiday maker.

**Article 11: Laws and regulations**

1. The holiday maker shall ensure at all times that the camping means placed by him shall comply, both internally and externally, with all environmental and safety requirements that are or may be imposed on the camping means by the authorities or by the entrepreneur within the framework of environmental measures for his company.

2. The entrepreneur has the obligation to comply with the provisions of the EFCO Charter, called 'Management of external risks on camping sites'. The contents of the Charter can be consulted on the publicly accessible part of the RECRON site (www.recron.nl).

3. LPG installations are only allowed on the site if they are in motor vehicles approved by the Rijksdienst voor het Wegverkeer.

4. In case the holiday maker has to take preventive measures by virtue of municipal fire regulations, such as having an approved fire extinguisher at hand, the holiday maker shall strictly observe these regulations.

**Article 12: Maintenance and construction**

1. The entrepreneur is obliged to keep the recreation ground and the central facilities in a good state of maintenance.

2. The holiday maker shall be obliged to keep the camping means placed by him and the accompanying site in the same state of maintenance.

3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed to dig into the site, to fell trees, to trim down bushes, to erect antennae, to put up fences or partitions, or to erect structures or other facilities of any nature whatsoever near, on, under or surrounding the camping means without prior written consent of the entrepreneur.

4. The holiday maker shall at all times remain responsible for keeping the camping means and the facilities mentioned in paragraph 3 movable.

**Article 13: Liability**

1. The statutory liability of the entrepreneur for other than personal injury and death damage 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 premises, unless this is the result of a shortcoming that can be attributed to the entrepreneur.

3. The entrepreneur shall not be liable for the consequences of extreme weather conditions or other forms of force majeure.

4. The entrepreneur shall be liable for failures in his part of the utilities unless he can invoke force majeure or if these failures are connected with the pipeline from the take-over point of the holiday maker.

5. The holiday maker is liable for failures in the part of the utilities, counting from the takeover point, unless there is force majeure.

6. The holiday maker shall be liable towards the entrepreneur for any damage caused by the acts or omissions of himself, the fellow holiday maker(s) and/or third party/parties, as far as it concerns damage that can be attributed to the holiday maker, the fellow holiday maker(s) and/or third party/parties.

7. The entrepreneur undertakes to take appropriate measures after notification by the holiday maker of nuisance caused by other holiday makers.

**Article 14: Settlement of disputes**

1. The holiday maker and the entrepreneur are bound by rulings of the Disputes Committee.

2. Dutch law shall apply to all disputes in connection with the agreement. Only the Disputes Committee or a Dutch Court shall be competent to take cognisance of these disputes.

3. In case of a dispute about the execution of this agreement, the dispute must be submitted to the entrepreneur in writing or in another form to be determined by the Disputes Committee not later than 12 months after the date on which the holiday maker submitted the complaint to the entrepreneur.

In case the entrepreneur wants to bring a dispute before the Disputes Committee, he must ask the holiday maker to express his opinion within five weeks whether or not he wants to go to the Disputes Committee. The entrepreneur must thereby announce that he will consider himself free to bring the dispute before the court after the aforementioned period has passed.

In those places where the conditions speak of Disputes Committee, a dispute can be submitted to the court. In case the holiday maker has submitted the dispute to the Disputes Committee, the entrepreneur shall be bound by this choice.

4. For the handling of disputes, please refer to the Recreation Disputes Committee Regulations. The Disputes Committee is not authorised to deal with a dispute concerning illness, injury, death or the non-payment of an invoice on which no material complaint is based.

5. A fee is payable for handling a dispute.

**Article 15: Compliance guarantee**

1. RECRON shall assume the obligations of a RECRON member vis-à-vis a holiday maker, imposed on him by the Disputes Committee in a binding opinion, under the terms and conditions agreed upon between RECRON and the Stichting Geschillencommissie voor Consumentenzaken (Disputes Committee for Consumers' Interests Foundation), in the event that the entrepreneur in question has failed to comply with such obligations within the term stipulated in the binding opinion.

2. If the entrepreneur has submitted the binding opinion to the civil court for review within two months after the date thereof, any compliance with the binding opinion shall be suspended until the civil court has rendered a decision.

3. In order for the performance bond to apply, it shall be required that the holiday maker invokes it in writing at RECRON.

**Article 16: Amendments**

Amendments to the RECRON terms and conditions may only be made in consultation with the consumer organisations, in this matter represented by ANWB and the Consumers' Association.