**HISWA RECRON TERMS AND CONDITIONS for Holiday Accommodations**

These HISWA RECRON Terms and Conditions were drawn up in consultation with the Consumers' Association and the ANWB under the Self-Regulation Coordination Group (CZ) of the Sociaal-Economische Raad (Social Economic Council) and have come into effect

**Article 1: Definitions**

In these conditions, the following definitions apply:

**a.** holiday residence: tent, folding camper, camper, (stationary) caravan, bungalow, summer house, hiker's hut and the like;

**b.** entrepreneur: the company, the institution or association that makes the holiday residence available to the holiday maker;

**c.** holiday maker: the person who enters into the agreement concerning the holiday residence with the entrepreneur;

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

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

**f.** agreed price: the remuneration that is paid for the use of the holiday residence; hereby it must be indicated by means of a price list what is not included in the price

**g.** costs: all costs for the entrepreneur that are related to the operation of the holiday residence;

**h.** information: written/electronic information about the use of the holiday residence, the facilities and the rules regarding the stay;

**i.** disputes committee: the Recreation Disputes Committee in

The Hague, composed by ANWB/Consumentenbond/HISWA RECRON;

**j.** cancellation: the written termination by the holiday maker of the agreement prior to the commencement date of the stay

**k**. 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 at the disposal of the holiday maker, for recreational purposes, thus not for permanent residence, a holiday residence of the kind or type agreed upon, for the agreed period and the agreed price.

2. The entrepreneur shall be obliged to provide the holiday maker in advance with the written information on the basis of which this agreement is partly 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 information belonging thereto. 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 information belonging thereto.

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

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

The agreement shall terminate by operation of law at the end 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 have been determined by the entrepreneur.

2. In the event that, after determination of the agreed price, because of an increase of charges on the side of the entrepreneur, extra costs arise as a consequence of a change in charges and/or levies, which directly relate to the holiday residence 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 shall make payments in euros, unless otherwise agreed upon, with due observance of the periods of time agreed upon.

2. In the event that 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.

3. If at the day of arrival the entrepreneur is not in possession of the total amount due, he shall be entitled to deny the holiday maker access to the holiday residence, 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 interest rate shall be charged on the outstanding amount after written summons.

**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 the holiday accommodation is only allowed if the entrepreneur has given written consent.

2. Conditions may be attached to the consent given, which shall then be 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 rate period.

**Article 9: Premature termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or wrongful act**

1. The entrepreneur may 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 information belonging thereto 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 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. If, despite prior written warning, the holiday maker acts contrary to the destination of the grounds by using the holiday residence.

2. In the event that the entrepreneur wishes premature termination and eviction, he must inform the holiday maker thereof by letter handed to him personally. This letter must point out to the holiday maker the possibility to submit the dispute to the Disputes Committee. The written warning may be omitted in urgent cases.

3. After termination, the holiday maker must see to it that the holiday residence is vacated and the grounds are left as soon as possible, but not later than within 4 hours.

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

**Article 10: Laws and regulations**

1. The entrepreneur shall at all times ensure that the holiday accommodation, both internally and externally, complies with all environmental and safety requirements that the government imposes or may impose on the holiday accommodation.

2. The holiday maker shall be obliged to strictly observe all safety regulations in force at the site. He shall also see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him strictly observe the safety regulations in force on the site.

**Article 11: 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 holiday residence and its immediate surroundings, during the term of the agreement, in the same state as in which the holiday maker received it.

3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed to dig into the grounds, to fell trees, to trim bushes or to carry out any other activity of a similar nature.

**Article 12: 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 shall not be 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 is not liable for consequences of extreme weather conditions or other forms of force majeure.

4. The entrepreneur shall be liable for utility failures, unless he can invoke force majeure.

5. The holiday maker shall be liable towards the entrepreneur for any damage caused by the acts or omissions of himself, the co-owner(s) and/or third party/parties, in so far as it concerns

damage attributable to the holiday maker, the fellow holiday maker(s) and/or third party/parties.

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

**Article 13: 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 the event of a dispute about the conclusion or execution of this agreement, the dispute must be submitted to the entrepreneur in writing or in another form to bedetermined 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. If 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 reference is made to the Regulations of the Recreation Disputes Committee. The Disputes Committee shall not be authorised to deal with a dispute concerning illness, injury, death or the non-payment of an invoice that is not based on a material complaint.

5. A fee is payable for handling a dispute.

**Article 14: Performance bond**

1. HISWA RECRON shall take over the obligations of a HISWA RECRON member vis-à-vis a holiday maker, imposed on him by the Disputes Committee in a binding opinion, under the conditions agreed upon between HISWA RECRON and the Consumer Disputes Committee (Stichting Geschillencommissie voor Consumentenzaken), in the event that the entrepreneur in question has failed to comply with them within the term stipulated in the binding opinion.

2. If the proprietor has submitted the binding advice to the civil court for review within two months of its date, any compliance with the binding advice shall be suspended until the civil court has handed down its decision. 3. The application of the compliance guarantee requires that the holiday maker makes an appeal in writing to HISWA RECRON.

**Article 15: Amendments**

Amendments to the HISWA RECRON Terms and Conditions can only be made in consultation with the consumer organisations, in this case represented by the ANWB and the Consumers' Association.