

# General conditions

General condition for Villa Parcs; Vacation rentals.

These General Terms and Conditions apply to all offers, reservations and agreements relating to all accommodations, camping pitches and other facilities that are rented out by Villa Parcs or to affiliated companies.

## Conditions Holiday accommodation

### 1. Definitions

In these conditions is meant:

- 1.1. Holiday accommodation, folding camper, camper, (mobile) caravan, bungalow, chalet, apartment, villa, summer cottage, hiker's cabin and the like;
- 1.2. Entrepreneur: the company, institution or association that makes the holiday accommodation available to the holiday maker;
- 1.3. Holiday maker: the person who enters into an agreement with the entrepreneur regarding the holiday accommodation;
- 1.4. Co-holiday maker: the person (s) indicated on the agreement;
- 1.5. Third: any other person, not being the holiday maker and / or his fellow holiday maker (s);
- 1.6. Agreed rental price: the fee paid for the use of the holiday accommodation; it should be stated on the basis of a price list what is not included in the price;
- 1.7. Agreed total price: the fee paid for the use of the holiday accommodation and mandatory and optional extras;
- 1.8. Costs: all costs for the entrepreneur that are related to running the recreation business;
- 1.9. Information: written / electronic data about the use of the holiday residence, the facilities and the rules regarding the stay;
- 1.10. Cancellation: the written cancellation by the holiday maker of the agreement before the commencement date of the stay.



- 1.11. A dispute: if a complaint from the holiday maker submitted to the entrepreneur has not been resolved to the satisfaction of the parties.

## 2. Content of the agreement

- 2.1. The entrepreneur makes available to the holiday maker for recreational purposes, not for permanent residence, a holiday accommodation of the type or type that has been agreed, for the agreed period and the agreed price.
- 2.2. The entrepreneur is obliged to provide the recreational information in writing on the basis of which this agreement is also concluded. The entrepreneur will always notify the holiday maker in writing of any changes in this regard.
- 2.3. If the information deviates significantly from the information provided when entering into the agreement, the holiday maker has the right to cancel the agreement without costs.
- 2.4. The holiday maker has the obligation to comply with the agreement and the accompanying information. He ensures that fellow holiday maker (s) and / or third party (es) who visit him and / or stay with him comply with the agreement and the accompanying information.

## 3. Duration and expiry of the agreement

- 3.1. The agreement ends by operation of law after the expiry of the agreed period, without notice being required.
- 3.2. If your reservation cannot be made in whole or in part because the park in question is or will be closed (in whole or in part) in order to comply with the guidelines and / or instructions of the (local) government or relevant authorities in the Villa Parcs' opinion. public health, you will receive a voucher worth the amount you paid for the reservation. This voucher is valid for 15 months and can be used as a payment method for making a new reservation. Offering a voucher under these conditions is part of the agreement and does not qualify as an amendment to the agreement.
- 3.3. When the new booking is cheaper, the remaining value will remain on the voucher (valid for 15 months from the arrival date of the original booking). Any amount remaining on the voucher may be spent during a stay at Villa Parcs or affiliates in their restaurants, within 15 months from the date of arrival of your original booking. The voucher cannot be exchanged for money.



- 3.4. If the new booking is more expensive than the original booking as described in 3.3, the price difference will be charged to the booker.

#### 4. Price and price change

- 4.1. The price is agreed on the basis of the rates applicable at that time, which have been set by the entrepreneur.
- 4.2. Price discounts and / or special offers can no longer be used if the confirmation of the reservation / invoice has been sent by Villa Parcs.
- 4.3. If after determination of the agreed price, due to an increase in charges on the part of the entrepreneur, additional costs arise as a result of a change in charges and / or levies, which relate directly to the holiday accommodation or the holiday maker, these can be paid to the holiday maker, passed on, even after the conclusion of the agreement.
- 4.4. If you want to make a change in the agreed extra options, this is possible up to 21 days before arrival.
- 4.5. Changes of arrival date and / or location from 28 days before arrival are not allowed. In these cases, the cancellation costs as described in article 7 of these General Terms and Conditions apply.
- 4.6. If, after the conclusion of an agreement of more than one accommodation and / or camping pitch, you want to reduce the number of accommodations and / or camping pitches, the cancellation conditions as described in article 7 of our General Terms and Conditions apply.
- 4.7. If, due to other circumstances, Villa Parcs has to make a change to a reservation you have made with regard to location, period of stay or the type and / or location of the bungalow, Villa Parcs can offer you a suitable alternative.



- 4.8. Villa Parcs has the right to implement and settle price increases as a result of interim adjustments to statutory regulations or provisions (including, but not limited to VAT, tourist tax, insurance tax) on which Villa Parcs has no influence.

## 5. Placement

- 5.1. The tenant and other users are not allowed to hand over the accommodation and / or camping place under any name and for whatever reason to others than the persons mentioned in the agreement, unless agreed otherwise in writing with Villa Parcs. .
- 5.2. If you and Villa Parcs have agreed that you and / or one or more users will be replaced, you remain jointly and severally liable to Villa Parcs for the payment of the part of the outstanding amount, in addition to the tenant and / or users who replace you and / or other users the rent, the change costs (see art. 4.3) and any additional costs resulting from the replacement and any cancellation costs.

## 6. Extra costs In

- 6.1. addition to the rental price, you and / or the holiday maker also owe reservation and handling costs as well as costs for bed linen, towels, final cleaning, park service and tourist tax.
- 6.2. The tourist tax contribution is determined by the relevant municipality of the location of the park. You / the tenant always owe Villa parcs the tourist tax rate set and applicable by the relevant municipality.

## 7. Payment

- 7.1. The holiday maker must make the payments in euros, unless otherwise agreed, taking into account the agreed terms:
- 30% of the total price immediately after confirmation within 7 days
  - 70% of the total price 90 days before arrival
  - 100 % of the total price on 50 days before arrival



- 7.2. For reservations made within 7 weeks but up to 14 days before the start of your stay, the total amount to be paid must be paid within 14 days of making the reservation. For reservations made within 14 days before the start of your stay, the total amount to be paid must be paid immediately upon booking. If it appears on arrival at the park that the amount has not yet been (fully) credited to the bank account of Villa Parcs, you must still pay the (remainder of the) amount on the spot. In the absence of payment in accordance with the above, Villa Parcs can deny you the use of the accommodation and / or camping site and / or other facility. If it later turns out that a payment order was given by you, but the amount had not yet been credited to the bank account of Villa Parcs on arrival, the excess paid will be refunded afterwards.
- 7.3. If, in spite of a prior written reminder, the holiday maker does not or does not properly fulfill his payment obligation within a period of two weeks 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.
- 7.4. If the entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the holiday maker access to the holiday accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price.
- 7.5. The extrajudicial costs reasonably incurred by the entrepreneur, after a notice of default, are at the expense of the holiday maker. If the total amount is not paid in time, the statutory interest rate on the outstanding amount will be charged after written summation.
- 7.6. Villa Parcs always has the right to set off claims against you for whatever reason against the amounts paid by you for whatever reason.

## 8. Cancellation

- 8.1. In case of cancellation, the holiday maker pays a fee to the entrepreneur. This amounts to:
  - 30% of the agreed price if canceled more than three months before the commencement date;
  - 50% of the agreed price if canceled within three to two months before the commencement date;
  - 75% of the agreed price if canceled within two to one month before the commencement date;



- 90% of the agreed price if canceled within one month before the commencement date;
- 100% of the agreed price if canceled within 14 days before the commencement date.

The compensation will be refunded proportionally, after deduction of reservation and administration costs, if the place 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.

## 9. Arrival and departure

- 9.1. The rented accommodation can be occupied from 4 pm on the agreed day of arrival as stated on the booking confirmation. On the agreed day of departure as stated on the confirmation of the reservation, the accommodation must be vacated before 10:00.
- 9.2. If you wish to continue the agreement with Villa Parcs for a longer period than the agreed duration and Villa Parcs agrees to this in writing, Villa Parcs is always entitled to designate another accommodation / camping site.
- 9.3. If the use of the accommodation and / or camping site and / or other facility is terminated earlier than on the agreed date as stated on the confirmation of the reservation, the tenant is not entitled to a refund of (part of) the rent and / or costs by Villa Parcs. If you have taken out travel insurance and you meet the conditions set by the insurance company, you can submit a claim for damages resulting from earlier termination of your stay directly to the insurance company.

## 10. Use by third parties

- 10.1. Use by third parties of the holiday residence is only permitted if the entrepreneur has given written permission for this.
- 10.2. Conditions may be imposed on the given permission, which must then be laid down in writing in advance.



## 11. Regulations

- 11.1. All guests must adhere to the rules established by Villa Parcs for the parks, laid down in, among other things, the Park Regulations and the Swimming Pool Regulations. You can request these Regulations from reception on arrival.
- 11.2. In accordance with local regulations, all guests are required, upon request, to identify themselves upon check-in. If guests are unable to show ID, Villa Parcs may decide not to accommodate guests.
- 11.3. Each accommodation may only be occupied by the maximum number of persons stated on the Villa Parcs website for the relevant accommodation.
- 11.4. If the restaurant, café and room rental companies present in the park provide catering services to you or enter into catering agreements with you, the Uniform Conditions for the Hotel and Catering Industry apply to these services and agreements. A copy of these conditions is available on request at the park reception.
- 11.5. Villa Parcs reserves the right to make changes to the set-up and opening hours of the facilities of the parks, including a partial or complete closure thereof, without
- 11.6. you being entitled to compensation. that work is carried out on the accommodation or other facilities during your stay.
- 11.7. The tenant must deliver the accommodation broom clean (ie: do not leave dirty dishes, pick up and fold bedding, clean kitchen and refrigerator, put garbage bag in the container).
- 11.8. The tenant must leave the chalets and apartments clean (so: do not leave garbage behind but place it in garbage bags in the container).
- 11.9. The tenant and users are obliged to rent bed linen from Villa Parcs at the accommodation.
- 11.10. In the event of a violation of the rules included in these General Terms and Conditions, the Park Regulations and / or Swimming Pool Regulations and / or the failure to follow directions from the staff, Villa Parcs has the right to immediately remove you, the tenant and any other user from the park, without that the rent or part of it will be refunded.
- 11.11. If the park management seriously suspects that the tenant of an accommodation is acting in violation of the law and / or public order and / or morality, the park management is authorized to access the accommodation.



- 11.12. The entrepreneur can terminate the agreement with immediate effect:
- a. If the holiday maker, fellow holiday maker (s) and / or third party (s) fulfill the obligations under the agreement, the accompanying information and / or the government regulations, despite prior written warning, non-compliance or improper compliance or compliance, 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 inconvenience to the entrepreneur and / or fellow holiday makers, or spoils the good atmosphere on or in the immediate vicinity of the site;
  - c. If, in spite of prior written warning, the holiday maker acts contrary to the destination of the site by using the holiday accommodation.
- 11.13. If the entrepreneur wants interim cancellation and eviction, he must inform the holiday maker by personally delivered letter. The written warning can be omitted in urgent cases.
- 11.14. After cancellation, the holiday maker must ensure that the holiday accommodation has been evacuated and the grounds have been vacated as soon as possible, but no later than within 4 hours.
- 11.15. In principle, the holiday maker remains obliged to pay the agreed rate.
- 11.16. Any costs incurred for cleaning and / or restoring the holiday accommodation in its original state can be recovered from the holiday maker.

## 12. Use accommodation; inventory

- 12.1. The tenant / user and the person accompanying the tenant are jointly and severally liable for an orderly course of events in and around the rented accommodation, camping site and / or elsewhere in the park, and for the use of the accommodation and / or camping site and the equipment contained therein.
- 12.2. In addition, the tenant / user and those accompanying the tenant are always jointly and severally 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 Villa Parcs and immediately reimbursed on the spot, unless the tenant can demonstrate that the damage did not arise due to fault of himself, other users or one of the members of his party.





### 13. Deposit

- 13.1. Villa Parcs may require a deposit from you at the start of the stay. The deposit is € 450 / € 750 per accommodation and / or camping pitch. In circumstances warrant (eg groups), the required deposit may be increased by Villa Parcs.
- 13.2. The deposit serves to guarantee damage and / or costs - in the broadest sense of the word - that Villa Parcs can suffer in the event of non-compliance with the obligations of the tenant / user and those accompanying the tenant.
- 13.3. In the event that the deposit is not paid immediately, Villa Parcs is entitled to deny the tenant and / or other users access to and use of the accommodation and / or camping site.
- 13.4. If you fail to pay the deposit, Villa Parcs is also entitled to terminate (cancel) the agreement with immediate effect.
- 13.5. The deposit or any remainder will be refunded to the tenant and / or users after settlement of claims (damage to inventory / accommodation and / or other costs) of Villa Parcs. Any (further) claims for compensation will not be nullified by this refund.

### 14. Legislation and regulations

- 14.1. The entrepreneur ensures at all times that the holiday accommodation, both internally and externally, meets all environmental and safety requirements that can be imposed on the holiday accommodation by the government.
- 14.2. The holiday maker is obliged to strictly comply with all safety regulations applicable on the site. He also ensures that other holiday maker (s) and / or third party (s) who visit and / or stay with him, strictly observe the safety regulations applicable on the site.

### 15. Maintenance and construction

- 15.1. The entrepreneur is obliged to keep the recreation area and the central facilities in a good state of maintenance.



- 15.2. The holiday maker is obliged to keep the holiday accommodation and the immediate surroundings, in the term of the agreement, in the same condition as the holiday maker received it.
- 15.3. The holiday maker, co-holiday maker (s) and / or third party (ies) is not allowed to dig on the site, cut trees, prune shrubs or carry out any other activity of such a nature.

## 16. Liability

- 16.1. The entrepreneur is not liable for an accident, theft or damage on his property, unless this is the result of a shortcoming attributable to the entrepreneur.
- 16.2. The entrepreneur is not liable for the consequences of extreme weather influences or other forms of force majeure.
- 16.3. The entrepreneur is liable for failures in the utilities, unless he can invoke force majeure.
- 16.4. The holiday maker is liable vis-à-vis the entrepreneur for damage caused by the act or omission of himself, the other holiday maker (s) and / or third party (ies), insofar as it concerns damage to the holiday maker, the co-holiday maker (s) and / or third party (ies) can be attributed.
- 16.5. The entrepreneur undertakes to take appropriate measures after notification by the holiday maker of nuisance caused by other holiday-makers.

## 17. Force majeure and change

- 17.1. In the event that Villa Parcs is temporarily unable to perform the agreement, in whole or in part, due to force majeure, Villa Parcs can propose a change within 14 days after it has become aware of the impossibility of fulfilling the agreement. submit (for other accommodation / other period etc.). The suspension of the fulfillment of the obligations by Villa Parcs is permitted if circumstances occur outside the control of Villa Parcs. Under no circumstances will Villa Parcs be obliged to pay compensation for any damage or costs.
- 17.2. Force majeure on the part of Villa Parcs exists if Villa Parcs is wholly or partially prevented in the performance of the agreement, whether or not



temporarily, by circumstances beyond the control of Villa Parcs, including the risk of war, personnel strikes, blockades, fire, floods and other faults or events.

## 18. Cancellation

Villa Parcs has the right to cancel the agreement with immediate effect, if personal data of you and / or other users are incomplete and / or incorrect when booking. In such a case, no refund will be made of the rent or part thereof.

## 19. Complaints

Despite the care and effort of Villa Parcs, you can consider that you have a justified complaint regarding your holiday accommodation. In the first instance, you must report this complaint locally and directly to the management of the park of your stay. If the complaint is not handled to your satisfaction, you have the opportunity to submit the complaint in writing to: Villa Parcs BV, viano later than 1 month after departure from the park of your stay **info@parcmadeleine.com**, with reservation number, name and address details, date of stay, park name and accommodation number. The complaint will then be handled with care. If this does not lead to a satisfactory solution either, then you have the opportunity to submit the complaint to a court that has jurisdiction according to the law. The decision of this committee has the force of a binding opinion.

## 20. Travel documents

You are responsible for having the valid travel documents required for your destination. Villa Parcs accepts no liability for the consequences arising from not being in possession of the correct travel documents.

## 21. Privacy

All data that you provide to us is included in a file. The database is used for our guest administration. This data can also be used to provide targeted information and offers about our and related products and services, both by



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— CHALET & APARTMENTS —

ourselves and by third parties. In order to tailor this information and special offers to your interests as much as possible, we can combine your data with information known to other companies. An extensive description of the way in which we process your data can be found on our website under the section “privacy”.