

# General Terms and Conditions

## 1 Definitions

- Accommodation: any and all holiday residences that are set up for recreational purposes
- 1.2 Accommodation Supplier: the owner and/or the administrator designated by the owner of the Accommodation to be let.
- 1.3 General Terms and Conditions: these general terms and conditions of Premium Parcs BV that are related to Agreements that are concluded with regard to the letting of Accommodation that is made available by an Accommodation Supplier, not being Premium Parcs BV.
- 1.4 Booking Form: the form on which the Recreational User enter all compulsory data with the objective of making a booking for the letting of an Accommodation.
- 1.5 Third Parties: parties other than Premium Parcs BV and/or the (fellow) Recreational User
- 1.6 Fellow Recreational User: the persons who are mentioned by the Recreational User in the booking and//or who are part of the travel party.
- 1.7 Agreement: the Agreement for the letting of an Accommodation, which Accommodation is offered by Premium Parcs BV with the thereto-pertaining General Terms and Conditions.
- 1.8 Holiday Park: the park where an Accommodation is located.
- 1.9 Park Regulations: the regulations that the Accommodation Supplier uses for the use of the Accommodation and/or the Park.
- 1.10 Recreational User: the (legal) person who makes the booking and thus becomes the other party of Premium Parcs BV
- 1.11 Travel Sum: basic letting costs including potential discounts and excluding additional costs.
- 1.12 Premium Parcs BV: the tradename and brand name for the booking of Accommodation that is managed by Third Parties.
- 1.13 In Writing: by letter, facsimile or email.
- 1.14 Website: the website(s) that Premium Parcs BV uses to offer the Accommodation.

# 2 Applicability of General Terms and Conditions

2.1 These General Terms and Conditions are applicable to any and all offers of Premium Parcs BV and Agreements regarding the letting of Accommodations that are concluded with Premium Parcs BV. These terms and conditions form an inextricable part of the Agreement.

## 3 Conclusion of the Agreement

- 3.1 Booking
- 3.1.1 An Accommodation can be booked on location, online and by telephone. These ways of booking have binding effect on both parties.
- 3.1.2 Online booking: an Agreement is concluded by and between the Recreational User and Premium Parcs BV with regard to the booking of an Accommodation that is offered expressly on the Website by Premium Parcs BV on the suspensive condition that: a) the Recreational User agrees with these General Terms and Conditions of Premium Parcs BV; b) the Recreational User entered all compulsory data to make the booking online and then renders the booking definitive by means of the "Confirm" button.
- 3.1.3 Each and every receipt of a booking that is made via the Website is confirmed by Premium Parcs BV with an email to the Recreational User, which implies that the booking was received and is being processed. This renders this booking binding for the Recreational User.
- 3.1.4 After receipt of the booking it is checked by Premium Parcs BV on correctness. If the booking is correct then the suspensive condition as intended in article 3.1.2 is met and the Agreement is concluded.
- 3.1.5 If the Recreational User does not receive an order confirmation by email then the Recreational User should contact Premium Parcs BV, failing which the Recreational User cannot rely on the booking.
- 3.1.6 Telephone booking: The Recreational User can also make a booking via the reception of Premium Parcs BV. The telephone number is mentioned on the Website
- 3.1.7 An Agreement is concluded with a telephone booking. Confirmation invoice
- After a check and processing of the booking made via the Website, at the reception or by telephone the Recreational User receives the confirmation invoice from Premium Parcs BV by email (or, at the request of the Recreational User, potentially by post). If the said confirmation invoice is not received within 5 days after having made the booking then the Recreational User should contact Premium Parcs BV, if contact fails to materialise then the risk arises that the

- booking cannot be met. Premium Parcs BV shall make every effort to offer an appropriate solution. The Recreational User should check the booking confirmation on correctness. Inaccuracies should be communicated to Premium Parcs BV at the latest within 24 hours after receipt of the confirmation.
- 3.1.8 Rejection of booking: there are Accommodation Suppliers who do not accept bookings from a travel party consisting of young people or groups in general. Hence Premium Parcs BV reserves the right to reject the said bookings.
- 3.1.10 Premium Parcs BV also reserves the right to reject a booking if it is suspected that the Accommodation shall be used in violation of these General Terms and Conditions. 3.2 Right of withdrawal
- 3.2.1 By law bookings are definitive for the Recreational User A right of withdrawal (the socalled cooling off period) as intended in the Dutch Civil Code is not applicable to services regarding the letting of Accommodation. 3.3 Recreational User
- 3.3.1 The Recreational User of the trip must be at least 21 years old at the time of booking, 3.3.2 The Recreational User is jointly and severally liable for all Fellow Recreational Users who are mentioned and who accompany the same.
- 3.3.3 The Recreational User is liable for compliance with any and all obligations that derive from the Agreement.
- 3.3.4 All correspondence is carried on via the address of the Recreational User.

# 4 Cancellation or Change of the Agreement

- 4.1 Cancellation by the Recreational User
- 4.1.1 Cancellation is possible in case of unforeseen circumstances. As the occasion arises the Recreational User or his replacement must inform Premium Parcs BV accordingly In Writing or by telephone (during office hours). Costs are usually associated with a cancellation or change.
- 4.1.2 Cancellation with concluded cancellation insurance: if the reason for the cancellation may fall under the terms and conditions of the cancellation insurance then the Recreational User should address his insurer in order to rely on the cancellation insurance.
- 4.1.3 Cancellation in conformity with the general letting terms and conditions. If the (Fellow) Recreational User did not take out cancellation insurance or if the reason of the cancellation does not fall under the insurance terms and conditions as intended in article
- 4.1.2 then the booking is cancelled in conformity with the following terms and conditions. Apart from the payable booking and preference costs (and potential costs of the cancellation insurance) the (Fellow) Recreational User is liable to pay the following amounts: in case of cancellation up to the 28th day (exclusive) before the day of departure: 30% of the Travel Sum; in case of cancellation from / within 28 days (inclusive) up to the day of departure: 100% of the Travel Sum
- 4.2 Cancellation by Premium Parcs BV
- 4.2.1 In case of force majeure or unforeseen circumstances Premium Parcs BV can cancel the booking. Unforeseen circumstances and force majeure include, but are not limited to: a) the fact that the Accommodation is no longer suitable for letting (e.g. due to flooding, fire or breach of contract by the Accommodation Supplier); b) the fact that the Accommodation is no longer available (e.g. a double booking, bankruptcy of the Accommodation Supplier or by operation of law).
- 4.2.2 Premium Parcs BV immediately informs the Recreational User accordingly by telephone or In Writing, stating the reasons.
- 4.2.3 As the occasion arises Premium Parcs BV shall try to offer a similar Accommodation at the same Travel Sum. This similarity of the alternative Accommodation is assessed by Premium Parcs BV on the basis of the location, the category of the Accommodation and the facilities as announced with the booking.
- 4.2.4 If Premium Parcs BV cannot provide an appropriate alternative offer or if the Recreational User does not agree with the offered alternative then Premium Parcs BV proceeds with repayment of the already paid, full or partial, Travel Sum without being liable to pay any compensation.
- 4.2.5 Premium Parcs BV shall never be liable for costs of potential services that were booked by the (Fellow) Recreational User (e.g. airline tickets, car hire, ferry passage, bus trips, excursions and the like).
- 4.3 Change of Agreement
- 4.3.1 After the creation of the invoice the Recreational User can request changes in the booking to the extent that they are, at the discretion of Premium Parcs BV and/or the Accommodation Supplier, possible.
- 4.3.2 In case of a change of Accommodation the cancellation terms and conditions as intended in article 4.1 are applicable in full in the course of which for the periods as intended in article 4.1.2 the initial booking is assumed. 4.3.3 If the

- Recreational User wants to implement a change then he should communicate this to Premium Parcs BV In Writing or by telephone.
- 4.3.4 If a change is not possible then the old booking remains valid. Premium Parcs BV shall inform the Recreational User accordingly as soon as possible after the request for a change.
- 4.3.5 If a Fellow Recreational User is unable to attend then the released place can be taken by another person provided that he complies with any and all conditions associated with the Agreement.
- 4.3.6 If an additional Fellow Recreational User is added then this may result in additional costs. The description of the Accommodation on the Website includes, where applicable, the prices per person.
- 4.3.7 If the Recreational User is unable to attend then the released place can be taken by another person. As the occasion arises the booking is taken over by the said other person. The terms and conditions regarding "takeover of a booking" as included in article 4.3.9 are applicable.
- 4.3.8 If the booking is taken over in full by another group then Premium Parcs BV can change the booking if the relevant Accommodation and the Accommodation Supplier allow this change. In this respect the following terms and conditions apply:
  - The Recreational User reports the takeover to Premium Parcs BV In Writing;
    already paid amounts shall qualify as having been paid by the acquiring party.
    The transferring and acquiring party must settle this mutually.

## 5 Financial Provisions

- 5.1 Travel Sum and costs
- 5.1.1 The indicated prices are per Accommodation per week, weekend or midweek, unless indicated otherwise (and where applicable).
- 5.1.2 In case of offers where some free nights are offered the cheapest nights are deducted from the Travel Sum.
- 5.1.3 A combination of discounts is not possible.
- 5.1.4 Premium Parcs BV reserves the right to change the Travel Sum if increase of official duties or taxies give cause to this.
- 51.5 Potential discount promotions are not applicable to existing / already made bookings.
- 5.2 Other costs
- 5.2.1 These are the fixed costs that are related to the booking (e.g. the compulsory booking costs).
- 5.2.2 These other costs must be paid to Premium Parcs BV with the booking.
- 5.3 Optional costs
- 5.3.1 These are the costs that are related to an option, e.g. a towel package, cot, etc.
- 5.3.2 Optional costs are paid to Premium Parcs BV with the booking.
- 5.4 Costs payable on location / security deposit
- 5.4.1 The costs that must be paid on location (barring direct bookings) include, inter
  - the compulsory additional costs (park duties and the like);
  - the costs for the potentially booked optional facilities for use on location if indicated in the brochure (e.g. cot, high chair, inclusion of pet):
  - potentially payable taxes or duties (e.g. tourist tax, environmental levy). In case of direct bookings any and all costs must be paid before arrival.
- 5.4.2 The exact information about the costs payable on location can be found per Accommodation on the Website in the course of which it is not excluded that the level of the said costs changed and/or that new official levies took effect between the moment of booking of the Accommodation and the moment of arrival on location. The costs applicable at the moment of arrival shall be payable. Premium Parcs BV shall not be liable for these kinds of changes as they fall outside the control of Premium Parcs BV.
- 5.4.3 The Recreational User shall pay a security deposit to Premium Parcs BV before arrival at the park.
- 5.4.4 Damages to the Accommodation, its inventory or the Park that were inflicted during the lettering period, additional cleaning costs on account of not leaving the Accommodation behind in a neat and tidy fashion and potentially payable local costs can be settled with the security deposit. If the security deposit is not sufficient to cover these damages or costs then the (Fellow) Recreational User shall pay the deficit on location.
- 5.4.5 Premium Parcs BV shall make the security deposit available at the latest two weeks after departure if there is no further reason for withholding or settlement.
- 5.4.6 Premium Parcs BV does not accept any responsibility for levy and/or repayment of the said security deposit and the costs as intended in this article.
- 5.5 Layout of invoice
- 5.5.1 The invoice includes the following costs (price level 01-01-2014):
  - the Travel Sum;
  - the compulsory fixed costs, including the booking costs as mentioned on the Website;
  - the optional costs, depending on the booking.
- 5.6 Paymen
- 5.6.1 Upon receipt of the confirmation invoice 50% of the Travel Sum, as agreed with the booking, plus the optional costs (for the potentially concluded cancellation insurance and the like) and the fixed costs, including the booking costs and preference costs, must be paid within 8 days.
- 5.6.2 The remainder of the Travel Sum must be paid in the manner stipulated with the booking and established on the confirmation invoice, on the understanding that the total amount of the confirmation invoice must have been paid at the latest 30 days before the date of arrival.
- 5.6.3 If a booking is made with arrival within 1 month then the full amount must have been paid within 7 days after receipt of the (confirmation) invoice.
- 5.6.4 The total amount of the confirmation invoice must always have been paid in full before the start of the letting period.
- $5.6.5 \quad \text{After receipt of the full invoice amount the Recreational User does not receive} \\$

- separate confirmation of this.
- 5.6.6 Exceptions to this article are last-minute bookings.
- 5.7 No payment within the payment term
- 5.7.1 If the stipulated payment term is exceeded then Premium Parcs BV reserves theright to cancel the booking and to hold the Recreational User liable for the incurred costs
- 5.7.2 As the occasion arises the cancellation terms and conditions are applicable in conformity with article 4.1.3 and the already paid amounts shall be settled with the cancellation costs.
- 5.7.3 Premium Parcs BV reserves the right to outsource the claim to a third party (e.g. a collection agency). Any and all associated judicial and extrajudicial costs as well as (statutory) interest shall then be recovered from the Recreational User.

#### 6 Obligations of Premium Parcs BV

- 6.1 Premium Parcs BV shall make an effort to update the information that it makes available on the Website as soon as possible after receipt of additional information from the Accommodation Supplier in accordance with the supplied information
- 6.1.2 Premium Parcs BV shall not be liable for the absence of information on the Website that it did not receive from the Accommodation Supplier (in a timely fashion)

# 7 Obligations of the Recreational User and the Fellow Recreational User

- 7.1 Compliance with obligations from the General Terms and Conditions and the Park Regulations
- 7.1.1 The Recreational User and the Fellow Recreational User and their potential guests commit to comply properly with any and all obligations included in these General Terms and Conditions, unless it regards an obligation that is apparently vested in Premium Parcs BV or the Accommodation Supplier.
- 7.1.2 The (Fellow) Recreational User is on request held to, prior to the conclusion of the Agreement, take note of the rules pertaining to the Accommodation selected by the same as intended in article 8.3.
- 7.1.3 Non-compliance with the said obligations shall be qualified as an imputable failure to comply with the Agreement that results in the obligation of the Recreational User to pay compensation for damages to Premium Parcs BV.

# 8 (Use of) Accommodation

- 8.1 State of the Accommodation and nature of the use
- 8.1.1 The Accommodation is made available to the (Fellow) Recreational User in a good state. If the (Fellow) Recreational User is of the opinion that this is not the case then this should be reported immediately.
- 8.1.2 The Recreational User is held to handle the let property and the thereto-pertaining inventory diligently. The Recreational User shall upon departure leave the let property behind in a tidy and broom-clean fashion. Any and all damages that were inflicted on the let property by the Recreational User or the Fellow Recreational User must be reported to Premium Parcs BV by the Recreational User prior to departure and must be settled immediately.
- 8.1.3 If the Accommodation is left behind unclean or with damages to, for instance, the inventory then a part of or the entire security deposit, as intended in article 5.4.3, can be withheld.
- 8.1.4 The Accommodations can exclusively be used for recreational purposes, unless expressly stipulated otherwise In Writing. Recreational purposes do in any case not include the use of the Accommodation during the period that one or more of the users of the said Accommodation(s) carry out activities regardless of the fact whether the said activities are paid or unpaid and regardless of the fact whether they take place in employment or outside employment.
- 8.2 Maximum permitted persons / visitors
- 8.2.1 Use of the booked Accommodation by more than the maximum number of permitted persons applicable to the Accommodation (including children and babies) as mentioned on the Website is not allowed. The Accommodation Supplier may in that case deny the (Fellow) Recreational User access to the Accommodation. The latter shall not be entitled to any compensation.
- 8.2.2 It is not allowed to receive or have visitors stay overnight without prior consent of Premium Parcs BV
- 8.3 Further conditions for use
- 8.3.1 The Accommodation is located in a resort, building or other environment that is not owned by Premium Parcs BV
- 8.3.2 The Accommodation Supplier is entitled to impose conditions (including rules of conduct and clothing guidelines) for the use of the Accommodation and/or the Park or the building in which it is located. This also applies to the use of the offered facilities. These terms and conditions are included in the (Park) Regulations that pertain to the relevant Accommodation.
- 8.3.3 The (Park) Regulations can be found and downloaded on the Website and/or are on request sent to the (Fellow) Recreational User free of charge.
- 8.3.4 The (Fellow) Recreational User accepts the terms and conditions of the said (Park) Regulations and shall comply with the rules set forth in the same.
- 3.3.5 If the (Fellow) Recreational User acts in violation of the provisions set forth in the concluded Agreement, the General Terms and Conditions, the Park Regulations and/or the general rules of morality and decency then Premium Parcs BV shall be entitled to terminate the Agreement with the Recreational User with immediate effect and to remove (have removed) the (Fellow) Recreational User from the Accommodation and the Park, without Premium Parcs BV, as the occasion arises, being held to repay already paid amounts to the Recreational User and without prejudice to the right of Premium Parcs BV to claim compensation for damages.
- 8.4 Selection of Accommodation

- 8.4.1 The Recreational User is personally responsible for the selection of an Accommodation that complies with his wishes or needs or those of his Fellow Recreational User(s).
- 8.4.2 In this respect Premium Parcs BV can only advise the Recreational User and shall not be liable for insufficient suitability and/or adjustment of an Accommodation and/or the Park for and/or to the wishes / needs of the Recreational User or the Fellow Recreational User(s).
- 8.5. Pets
- 8.5.1 It is primarily noted that pets are not allowed in the offered Accommodations, unless it is expressly indicated that this is the case.
- 8.5.2 If pets are allowed then the Accommodation is maximised at 1 pet and it must always be registered.
- 8.5.3 Registration of pets after the booking shall be qualified as a change as intended in article 4.3 and the relevantly imposed terms and conditions shall need to be met.
- 8.5.4 The unregistered presentation of pets may give Premium Parcs BV cause to deny access to the Park and/or the Accommodation, also if the Website indicates that pets are allowed.
- 8.5.5 Additional (cleaning) costs and terms and conditions are associated with the inclusion of pets.
- 8.5.6 Pets must always demonstrably comply with the relevant health and vaccination requirements that apply in the country where the Accommodation is located. Noncompliance with these requirements or inability to demonstrate that these requirements are met may give Premium Parcs BV cause not to admit the pet to the Accommodation or the Park.
- 8.5.7 The Recreational User is and always remains liable for damages inflicted on the Accommodation Supplier, Premium Parcs BV and/or Third Parties by the pet, also if the said damages are the result of non-compliance with the requirements as intended in article 8.5.6.

# 9 Facilities (in or outside the Park)

- 9.1 Opening hours and costs
- 9.1.1 In the description of the Accommodation on the Website information is provided about the facilities that are offered, stating the costs potentially known to Premium Parcs BV. Premium Parcs BV processes any and all data known to the same regarding the presence, the costs and the opening hours of any and all facilities with the utmost care. If Premium Parcs BV is informed of potential changes then these shall be indicated with the relevant Accommodation on the Website.
- 9.1.2 If costs are not mentioned for the use of facilities then this does not imply that the use of the said facilities is free.
- 9.1.3 Premium Parcs BV shall not be liable for costs unexpectedly charged or changed on location for the use of facilities or services offered by Third Parties.
- 9.1.4 Premium Parcs BV cannot guarantee that the facilities mentioned on the Website are always available, Especially outside the high season it may happen that certain facilities are closed. In many instances facilities at an Accommodation are leased to Third Parties in order that Premium Parcs BV and/or the owner of the relevant Accommodation do not have binding influence on the opening hours. This applies to, for instance, a restaurant, bar, swimming pool, supermarket and animation etc. this also applies to these kinds of facilities in the vicinity of the Accommodation.

#### 10 Travel information

- 10.1 Travelling from and to the Accommodation
- 10.1.1 Travelling to and from the booked Accommodation is provided by the (Fellow) recreational User and is fully at the risk and expense of the same.
- 10.2 Arrival and departure
- 10.2.1 The times of arrival and departure are mentioned on the booking confirmation and on the Website.
- 10.2.2 Earlier arrival is at one's personal risk.
- 10.2.3 In case of expected earlier or late arrival the Recreational User should inform the reception directly by telephone / In Writing.
- 10.2.4 If there is no answer then the Recreational User should contact Premium Parcs BV by telephone.
- 10.2.5 If the provisions set forth in article 10.2.3 and/or article 10.2.4 are not met then the Accommodation remains booked for the Recreational User for a maximum of 24 hours after the end of the arrival time.
- 10.2.6 If the Recreational User does not arrive within the said 24 hours or otherwise reports to the Accommodation Supplier or Premium Parcs BV then the booking is deemed to have been cancelled pursuant to the terms and conditions set forth in article 4.1 of these General Terms and Conditions.
- 10.2.7 It applies to all bookings that in case of late arrival or early departure the costs for the entire booked period are payable.
- 10.3 (Travel) documents and other obligations
- 10.3.1 The (Fellow) Recreational User provides for any and all required (travel) documents and/or compulsory vaccinations for persons and pets. Premium Parcs BV does not accept any responsibility for the correct travel documents not being in order and/or the absence of the compulsory vaccinations and health declarations.

## 11 Complaints

Premium Parcs BV makes a distinction between complaints prior to the holiday and complaints further to the holiday.

- 11.1 A complaint before your holiday
- 11.1.1 Complaints about the booking process, the Website, the supply of information or service by Premium Parcs BV are always submitted to Premium Parcs BV. Premium Parcs BV shall try to solve the complaints as soon as possible.
- 11.2 A complaint about the Accommodation and/or the Park

- 11.2.1 If the (Fellow) Recreational User has a complaint about the Accommodation, the Park or the facilities then it must always first submit this to the reception of Premium Parcs BV in order to enable the same to solve the complaint immediately.
- 11.2.2 If a solution cannot be found then the (Fellow) Recreational User can contact Premium Parcs BV in order that the latter can try to reach a solution as soon as possible. Premium Parcs BV tries to solve the complaint within 48 hours.
- 11.2.3 Contacting Premium Parcs BV outside office hours is exclusively meant for unforeseen circumstances, emergencies and serious complaints.
- 11.2.4 If the (Fellow) Recreational User fails to report his complaint to Premium Parcs BV by telephone or In Writing during his stay as a result of which Premium Parcs BV is not given the opportunity to solve the complaint then the (Fellow) Recreational User can no longer rely on this later against Premium Parcs BV. A potential right to compensation then expires.
- 11.3 Complaints procedure
- 11.3.1 A complaint (by telephone) that was submitted to Premium Parcs BV and that was not solved to the satisfaction of the (Fellow) Recreational User must be submitted to Premium Parcs BV In Writing within 4 weeks after the date of departure from the Accommodation accompanied by a motivation, photos and/or other documentary evidence.
- 11.3.2 Complaints that are submitted later, are not processed.
- 11.3.3 After receipt of the complaint by Premium Parcs BV the (Fellow) Recreational User receive a confirmation of receipt within one week. This confirmation indicates how the further procedure of the complaint shall continue.

#### 12 Liability

- 12.1 Limitation of liability of Premium Parcs BV
- 12.1.1 Premium Parcs BV shall not be liable for loss and/or theft (including money) of or damages to belongings, damages or bodily harm inflicted on (Fellow) Recreational Users on account of any cause whatsoever.
- 12.1.2 The use of any and all facilities and services at the holiday destination is at the risk of the (Fellow) Recreational User.
- 12.1.3 Premium Parcs BV shall not be liable for damages that are incurred on account of the fact that the let Accommodation does not comply with the wishes or needs of the Recreational User.
- 12.1.4 Premium Parcs BV cannot accept any liability whatsoever for unexpected (building) activities in the vicinity of the booked Accommodation, activities on access and/or main roads, noise nuisance by, for instance, neighbours, church bells, cars, trains or agricultural equipment, nuisance by vermin and environmental issues in the vicinity of the Accommodation.
- 12.1.5 Manifest errors or mistakes on the Website(s) shall not have binding effect on Premium Parcs BV.
- 12.1.6 Premium Parcs BV shall not be responsible for the correctness of (photo) material supplied and/or composed by Third Parties.
- 12.1.7 The Website contains hyperlinks to other Websites. Premium Parcs BV shall not be responsible for the said Websites and does not accept any liability whatsoever with regard to the legality, the availability and the correctness of data of the said Websites. The content of these Websites is never part of the Agreement.
- 12.1.8 The (Fellow) Recreational User is deemed to be informed of the local legislation and regulations. (Premium Parcs BV shall not be liable for the consequences of a potential violation of the same by the (Fellow) Recreational User.
- 12.2 Liability of the Recreational User
- 12.2.1 Without prejudice to the provisions set forth in article 7, the Accommodation Supplier shall be free to make rules available to the (Fellow) Recreational User about the use of the Accommodation and everything that pertains to the same.
- 12.2.2 During the stay the Recreational User shall be liable for damages inflicted during his stay on the Accommodation, the furnishings and any and all goods that pertain to the Accommodation, regardless of by whom the damages were inflicted. The settlement of the said damages initially takes place between Premium Parcs BV and the Recreational User.
- 12.2.3 If the damages are not settled with Parc Ganuenta then Premium Parcs BV is entitled to (on behalf of the Accommodation Supplier) hold the Recreational User liable for the (incurred) damages. Any and all associated costs shall be at the expense of the Recreational user mentioned on the confirmation invoice.

# 13 Privacy

- 13.1 Use of (personal) data
- 13.1.1 The personal data entered on the booking shall be used for the handling of the booking. If a change occurs in the already supplied data then the (Fellow) Recreational User is held to immediately communicate this to Premium Parcs BV In Writing.
- 3.1.2 The entered information shall also be included in the customer database of Premium Parcs BV with the objective of being used for the communication between Premium Parcs BV and the Recreational User regarding the booking (e.g. in connection with the invoicing, the sending of the required information with regard to the booking, etc.) and for the sending of offers from and information about Premium Parcs BV

## 14 Applicable Law and Competent Court

- 14.1.1 Dutch law is applicable to the Agreements that are conclude, changed or supplemented on the basis of these General Terms and Conditions, unless mandatory statutory rules designate different laws.
- 14.1.2 Disputes regarding the Agreement can only be brought to the cognisance of the relevantly competent court, unless it regards a dispute where the parties cannot make a choice for the competent court; in that case the statutorily designated court shall be competent.

#### 15 Other Provisions

- 15.1 Changes
- 15.1.1 Premium Parcs BV reserves the right to make changes to the Website and/or its offer without prior notice.
- 15.2 Correspondence
- 15.2.1 Any and all correspondence to Premium Parcs BV in connection with the Agreement must be sent by post or email to: Premium Parcs BV, reserveringen@ganuenta.nl, Ganuenta 27, 4486 PL in COLIJNSPLAAT.
- 15.2.2 Premium Parcs BV is entitled to change the addresses as intended in article 15.2.1. The Website shall always refer to the correct contact details.
- 15.2.3 The Recreational User is responsible for the supply of the correct contact details and must immediately report each and every change in his contact details to Premium Parcs BV.
- 15.2.4 Premium Parcs BV shall preferably send communications to the Recreational User by email. The Recreational User cannot reply on not having received email messages from Premium Parcs BV on account of the fact that the contact details are not (no longer) correct or the email address is not (no longer) correct or on account of (technical) difficulties with the Recreational User and/or the provider of the Recreational User.
- 15.2.5 In case of business and long-term letting bookings deviating conditions may apply to, inter alia, security deposit and cleaning, change costs (see article 3.1) and potential additional costs as a result of the replacement and potential cancellation costs.
- 15.3 Miscellaneous
- 15.3.1 Premium Parcs BV shall not be liable for failures in the services or defects of services supplied by Third Parties.
- 15.3.2 Dutch law is exclusively applicable to the Agreement between you and Premium Parcs BV.
- 15.3.3 Apparent printing and typesetting errors shall not have binding effect on the management and operation by Premium Parcs BV.
- 15.3.4 Any and all prior publications expire with these General Terms and Conditions.

### 16 Internet usage

- 16.1 Depending on the Accommodation Premium Parcs BV offers the (Fellow) Recreational User access to the internet via a WiFi network.
- 16.2 The (Fellow) Recreational User is responsible for the correct usage of the internet and for respecting the WIFI facility as offered by Premium Parcs BV. The (Fellow) Recreational User is not allowed to make changes in the internet facility of the Accommodation Supplier.
- 16.3 Premium Parcs BV shall not be liable for damages as a result of the usage of the internet or as a result of failures in the network.
- 16.4 The (Fellow) Recreational Use must, when using the internet, act as befits a responsible and diligent user of the internet and respect the statutory rules. Conduct that hinder other internet users or that inflicts damages on Premium Parcs BV, in the broadest sense of the word, may give Premium Parcs BV cause to terminate with Agreement with immediate effect without any other obligation. This also applies to visiting internet website that are of an unlawful nature or that are not in line with the reputation of Premium Parcs BV as provider of the Accommodation.
- 16.5 If hinder to Third Parties and/or (other) internet abuse by the (Fellow) Recreational User is observed and/or suspected then Premium Parcs BV is entitled to block the access to the internet, whether or not entirely.
- 16.6 The Recreational User indemnifies Premium Parcs BV against claims of Third Parties for compensation for damages that the said Third Parties could (try to) recover from Premium Parcs BV in any way whatsoever, to the extent that the said claims are based on the use that the lessee or those who accompany him make of the internet.