



General Terms and Conditions Holiday Park Molenwaard

The general terms and conditions apply to all bookings made directly or indirectly with Molenwaard Holiday Park.

Article 1: Definitions

- A. Accommodation: Fien & Teun Farm, Safari tent, Kinderdijk Cottage, Hotel, Biesbosch chalet, Polderlodge, Hayrick;
- B. Proprietor: the company, institution or association that makes the holiday accommodation available to the guest;
- C. Main guest: the person who enters into the agreement with Molenwaard Holiday Park regarding the renting of the accommodation;
- D. Co-guest: the person who is registered with the main guest on the agreement;
- E. Visitors: those who are received by the main/co-guest at the accommodation;
- F. Guest: visitors who are received by the main/co-guest and who stay in the accommodation overnight;
- G. Agreed price: the fee paid for the use of the holiday accommodation;
- H. Third party: any other person, not being a guest;
- I. Costs: all costs for the proprietor associated with running the recreational business;
- J. Information: written/electronic data about the use of the holiday accommodation, the facilities and the rules regarding the stay.

Article 2: Content of the agreement/booking

- A. For recreational purposes, i.e., not for permanent residence, the proprietor makes available to the guest a holiday accommodation of the type agreed on, for the agreed period and the agreed price. The maximum length of stay is 31 days or a maximum of 3 months upon presentation of the rental agreement/deed of sale of the house to be lived in after the rent period.
- B. The proprietor is obliged to provide the guest with the written information on the basis of which this agreement is also concluded, in advance. The proprietor always informs the guest in writing of changes in a timely manner.
- C. The booking is not final until after the deposit is received. After payment, you will receive a booking confirmation with the agreed rent period, the type of accommodation, the number of people and the extras you have booked.
- D. The indicated maximum number of people for the accommodation is the maximum number of guests allowed for this accommodation; babies are an exception. One baby may be accommodated in each accommodation, which is not included in the maximum capacity. A baby as referred to in these terms and conditions is a child up to two years old.

- E. When making the booking, the mandatory costs will be charged immediately; these costs concern the booking costs, the rent of bed linen, tourist tax and, if applicable, the pet surcharge. These costs are shown on your booking.
- F. Unlimited free access to Molenwaard Adventure Farm is included in the booking as a standard; this access applies for the duration of your stay at the proprietor's park and is only valid for people who are registered in the accommodation. If due to external circumstances, it is not possible to visit Molenwaard Adventure Farm, this visit will be compensated by means of free tickets for the number of days and people mentioned on the booking.
- G. The main guest, co-guests and/or his visitors are obliged to adhere to the (internal) rules that apply at the park. Guests who are not registered are not allowed to stay in the accommodation.
- H. Setting up tents or similar accommodations next to an accommodation is not permitted.

Article 3: Term and termination of the agreement

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

Article 4: Price and price changes

- A. The price is agreed on the basis of the rates applicable at that time, which have been determined by the proprietor.
- B. If after the agreed price has been determined, additional costs are incurred due to an increase in charges on the part of the proprietor as a result of a change in charges and/or levies that relate directly to the holiday accommodation or the guest, these can be passed on to the guest, even after the conclusion of the agreement.

Article 5: Payment

- A. The guest must make his payments in euros, unless otherwise agreed, with due observance of the agreed terms.
- B. If the guest, despite written/electronic reminders, does not fulfil his payment obligation within 14 days of the reminder, the proprietor has the right to cancel the booking with immediate effect.
- C. If the proprietor has not received the total amount due on the day of arrival, he is entitled to deny the guest access to the holiday accommodation, without prejudice to the proprietor's right to full payment of the agreed price.
- D. Any reasonable extra judicial costs incurred by the proprietor will be payable by the guest subject to a notice of default. If the total amount has not been paid in time, the statutory interest rate will be charged on the outstanding amount, subject to a written demand.
- E. After booking, a deposit of 50% must be paid within 14 days; once this deposit is received, the booking is final. The remaining amount must be paid no later than two months before the arrival date.
- F. If the key to the accommodation is lost, €50 will be charged.
- G. All amounts are stated in euros and include VAT.

Article 6: Arrival and departure

- A. The arrival and departure days are Monday and Friday, with the exception of the Hotel, which has daily arrival and departure options.
- B. On the day of arrival, you are welcome at the park from the booked check-in time. On the day of

departure, you must leave the accommodation before 10:00.

- C. The proprietor expects the accommodation to be left broom clean. This means that the bins are emptied, dishes cleaned and cleared away and the fridge has been emptied.
- D. If the accommodation is vacated earlier than the agreed rent period, we cannot issue a refund. The same applies to the arrival period.

Article 7: Cancellation

- A. After booking your stay, you can rebook it within 61 days. It is also possible to cancel your stay free of charge within 14 days of booking unless your stay starts within 28 days of booking.
- B. If a payment has already been made within this period, the booking can be rebooked free of charge to another date. In the event of a change to a more expensive period or accommodation, the additional price will be charged; if the period or accommodation is cheaper than the previous booking, no refund will be issued. If the entire booking is cancelled, the guest owes the proprietor a fee. This amounts to:
 - when cancelling from 91 days, after 14 days after making the booking, 25% of the total booking price;
 - when cancelling between 90 and 60 days before the start of the stay, 60% of the total booking price;
 - when cancelling between 60 and 29 days before the start of the stay, 75% of the total booking price;
 - when cancelling between 28 and 1 day(s) before the start or on the day of arrival, 100% of the total booking price.

Article 8: Visitors

- A. Receiving visitors in the accommodation is permitted, but they must be registered at reception. Visitors are permitted to stay on the proprietor's premises between 8:00 and 22:00.
- B. If the capacity of the accommodation allows for it, it is also possible to receive guests in the accommodation. Guests must be registered the reception; an overnight rate and tourist tax are also due for the number of nights they stay at the park.

Article 9: Pets

- A. At the proprietor's park, there are designated accommodations that allow a maximum of two pets. If you want to bring a pet, you must make this known during the booking process. An additional fee will be charged for your pet's stay. For large pets that weigh more than 26 kilos, a maximum of one pet applies; this is because of the available space in the accommodation.
- B. Pets are not permitted in the water, the sunbathing areas and the play areas.
- C. Pets must be kept on a leash outside the accommodation and must not be a nuisance to other guests.
- D. Pets are not permitted on the bed or the sofa; the proprietor asks to take this into account.
- E. Cats and dogs must be protected against fleas.
- F. Visitors are not permitted to bring pets.
- G. Animals transported from outside NL must be in possession of a passport according to the European model. The animals must be vaccinated against rabies and identification by means of a chip or tattoo is mandatory. You are responsible for having the correct travel documents required for your destination.

Article 10: Premature termination of the agreement

The proprietor has the right to cancel the agreement with immediate effect in the following situations:

- A. If the main guest, co-guest and/or visitors violate the rules set out in these general terms and conditions and in the internal rules of the proprietor.
- B. If the main guest, his co-guests and/or visitors, even after a warning, continue to cause nuisance to the proprietor and/or other guests, or spoil the good atmosphere on or in the immediate vicinity of the premises.
- C. If the main guest, his co-guests and/or visitors violate the statutory rules.
- D. In the above situations, the proprietor will first issue a warning, unless the violation is so serious that immediate termination is required.
- E. If the situation does not improve and the proprietor wishes an interim cancellation, the main guest will be personally informed.
- F. After cancellation, the main guest must ensure the accommodation is vacated and leave the premises as soon as possible, at the latest within four hours.
- G. The guest is obliged to pay the full agreed rate.

Article 11: Laws and regulations

- A. The proprietor ensures the accommodation meets all environmental and safety requirements, both internally and externally, that may be imposed on the accommodation by the government.
- B. The guest is obliged to strictly adhere to all safety regulations applicable on the premises. He also ensures that his co-guests and/or visitors also comply with these safety regulations.
- C. The main guest, co-guest and/or visitors must be in possession of a valid ID.

Article 12: Maintenance and layout

- A. The proprietor is obliged to keep the recreational site and the central facilities in a proper state of repair.
- B. During the term of the agreement, the guest is obliged to keep the accommodation and the immediate surroundings in the same condition as presented to him.
- C. The guest, co-guests and/or visitors are not permitted to dig, cut trees, prune shrubs or carry out any other activity of such nature on the premises.
- D. The guest will allow the proprietor to carry out necessary maintenance and inspections in the accommodation.
- E. The proprietor is not liable for any accident, theft, loss or damage on his premises, unless in the case of gross negligence on the part of the proprietor or (one of) his members of staff.
- F. The proprietor is not responsible for the consequences of extreme weather influences or other forms of force majeure.
- G. The proprietor is responsible for disruptions in the utilities unless he can invoke force majeure.
- H. The guest is liable towards the proprietor for damage caused by acts or omissions of himself, the co-guests and/or his visitors, insofar as it concerns damage that can be attributed to the guest, co-guest and/or visitors.
- I. The proprietor is obliged to take appropriate measures after a guest has been reported for causing a nuisance.

Article 13: Use of the facilities

- A. The proprietor has various facilities, including an animal farm, swimming water and various play areas.

- B. Entering these facilities is at your own risk. The proprietor is not liable for any damage caused by entering and/or using these facilities.
- C. The swimming water is partly publicly accessible, this is clearly indicated at the location. Swimming is only permitted at the indicated locations, there is no supervision.
- D. Fishing is only allowed in the designated fishing locations. Guests must reserve a fishing spot at the Guest Service and must be able to present the permit at all times if requested by members of staff. Guests of the Kinderdijk cottages are permitted to fish next to the accommodation with one fishing rod and a maximum of two persons. For the well-being of the fish, only barbless hooks are permitted.
- E. Pedal boats and rowing boats can be rented at reception; a separate agreement is concluded for this. The deposit for pedal boats and rowing boats is €50.
- F. Internet use; each accommodation has its own Internet connection via a Wi-Fi network; the guest receives a login code for this.
- G. The guest is responsible for the correct use of the Internet and the security of his own equipment. The proprietor is not responsible for damage as a result of the use of the Internet, or malfunctions on the network.
- H. When using the Internet, the guest, co-guest and/or visitors must behave as may be expected of a responsible and prudent Internet user. They must respect the legal rules and refrain from behaviour that hinders other Internet users or inflicts damage on the proprietor in the broadest sense of the word.

Article 14: Internal rules

By entering the proprietor's premises, the main guest, co-guest and visitor agree to the internal rules.