

# General terms and conditions for rentals

2015-1

## 1. Application

- 1.1 These terms apply to all offers, reservations and agreements regarding all accommodations and other facilities which are rented by La France Rentals..
- 1.2 In these terms and conditions the term 'tenant' means the person who comes to an agreement with La France Rentals on rent / use of property. The term "user" means the tenant and the people allowed onto the property or other facilities by the tenant.
- 1.3 These Terms and Conditions apply regardless of your (previous) reference to any specific terms or other terms and conditions. La France Rentals disclaims all Conditions to which you refer.
- 1.4 Alternative arrangements to these Conditions are only valid if confirmed in writing.

## 2. Reservations

- 2.1 La France Rentals regards reservations only as valid if placed by persons 18 years of age or older. Bookings by persons under that age are not valid.
- 2.2 La France Rentals reserves the right without giving any reason to rescind from reservations, especially groups, or to file special conditions in this circumstance.
- 2.3 If your booking is accepted by La France Rentals, La France Rentals will send you a written confirmation which is at the same time your invoice, within 14 days after completion of the reservation. Guests must immediately check for accuracy upon receipt. Any inaccuracies should be immediately communicated to La France Rentals.
- 2.4 Should you not have received a written confirmation within 14 days after completion of the reservation you should immediately contact the booking department, without the confirmation no recourse to the reservation can be made.
- 2.5 Between you and La France Rentals an agreement is concluded at the time La France Rentals sends you the written confirmation / invoice of your reservation.
- 2.6 The agreement covers rental of accommodations and / or camping and / or other facilities for recreational purposes, which by its nature is of short duration.

## 3. Amendments to the Agreement

- 3.1 If, after the conclusion of the agreement, changes to the agreement are proposed to La France Rentals, they are not obliged to accept. It is free for La France Rentals to determine whether and to what extent those changes are accepted by it. In the case La France Rentals accepts your changes, La France Rentals has the right to charge eventual additional costs separately.

## 4. Deed of assignment

- 4.1 The entrepreneur, tenant and other property users are not allowed under any name whatsoever and for any reason whatsoever to let other people than the people listed in the agreement use the property unless otherwise agreed in writing with La France Rentals.
- 4.2 If you and La France Rentals have agreed that you and / or one or more users are to be replaced, you remain liable towards La France Rentals next to the tenant and / or users that you or other users are placing the payment of the outstanding part of the rent, the amendment costs (see Art. 3.1) and any additional costs resulting from the replacement and possible cancellation.

## 5. Price

- 5.1 You have the responsibility to pay the rent to La France Rentals, as stated in the written confirmation of the reservation / invoice. If the costs of La France Rentals (personnel, energy, taxes, etc.) have demonstrably and unexpectedly increased La France Rentals has the right to raise prices and charge you for the increase. If this price increase is implemented within 3 months after the agreement is signed, it will not increase more than 5% of the previously agreed price and you will have the right to rescind the contract for that reason (cancellation).
- 5.2 Price discounts and / or special offers can no longer be used if the booking confirmation / invoice has been sent by La France Rentals.
- 5.3 All prices are including VAT where applicable unless otherwise stated.

## 6. Reservation costs

- 6.1 The prices are exclusive reservation fees. The reservations fee costs € 25,- per reservation.

## 7. Payments

- 7.1 If the rent plus charges, amounts up to € 150,- you must immediately transfer entirely when placing your reservation. If the rent amounts to more than € 150,- EUR, a prepayment of 30% with a minimum of € 150,- plus fees and insurance premiums is due. Payment of that amount must be made within 14 days after date of confirmation / invoice from La France Rentals.
- 7.2 The remaining amount of rent must be received no later than 8 weeks by La France Rentals before the day of commencement of the stay, as indicated in the confirmation of the reservation.
- 7.3 Reservations made within 8 weeks before your stay, the full amount (rent plus costs as described in 7.1 and 7.2) will have to be paid immediately upon booking, or if you reserve by phone, within 14 days after receipt of the confirmation / invoice. When upon your arrival at the park it shows that the amount is not (fully) credited to the account of La France Rentals, you will have to pay the (remainder of) the amount on the spot. In the absence of a payment in accordance with the foregoing La France Rentals may use the right to deny access to the accommodation and / or other facilities. If later there should be proof that a payment order was given, but on arrival the amount was not credited to the account of La France Rentals, the overpayment will be refunded subsequently.
- 7.4 Late payment of amounts invoiced to you, you are immediately declared overdue after the deadline for payments. In this case, La France Rentals give you the opportunity in writing to transfer the amount due within 7 days. If no payment is forthcoming, La France Rentals reserves the right to cancel the contract (cancellation) from the day the period of 7 days has expired and you are liable for all damages La France Rentals suffers as a result, or will suffer including all costs La France Rentals had to make in connection with your reservation and the cancellation. La France Rentals is at least entitled to the costs resulting from a cancellation of the accommodation. In this case the provisions of Article 13 shall apply.
- 7.5 La France Rentals is always entitled to counterbalance claims against you for any reason whatsoever with any payments made by you for any reason whatsoever.

## 8. Arrivals and departures

- 8.1 The rented accommodation will be available from 15.00 hours on the agreed date of arrival as indicated on the confirmation of the reservation. On the agreed day of departure as stated on the confirmation of the reservation, the accommodation will have to be left by 10.30 hours.
- 8.2 If you wish to continue the contract with La France Rentals for longer than the agreed time and La France Rentals agrees, La France Rentals is always entitled to assign another

accommodation.

- 8.3 If the use of the accommodation and / or other facility is terminated earlier than the agreed date as stated on the confirmation of the reservation, the tenant is not entitled to reimbursement of (part of) the rent and / or costs, unless he has a cancellation insurance and meet its requirements.

## 9. Rules

- 9.1 All guests must abide the rules of the parks, as stated in the Park Rules / Bylaws. These regulations can be obtained from the reception upon arrival.
- 9.2 Conform to local regulations, on request, you will have to identify yourself upon check in. If the guests are not able to show proof of identity La France Rentals has the right to refuse accomodation to the guests.
- 9.3 Each accommodation may only be inhabited by the maximum number of people for that accommodation as stated in the folder / website.
- 9.4 If the restaurant, cafe and room rental companies in the park provide catering services and other arrangements to you, the Terms and Conditions of these services apply. A copy of these conditions is available on request at the reception of the park.
- 9.5 La France Rentals reserves the right to make changes in the design of the facilities and opening hours of the parks. You consent that all activities necessary for the regular maintenance may be conducted during your stay at the accommodation.
- 9.6 For safety reasons, it is not permitted to set up tents at the accommodation without prior consultation and consent of La France Rentals.
- 9.7 The tenant has the obligation to deliver the accommodation "broom clean" (ie leave no dirty dishes, remove and fold linen, kitchen, refrigerator cleaned, garbage bag in the container).
- 9.8 In violation of the terms and conditions included in this agreement, Park Rules and / or House Rules and / or failure to observe instructions of the La France Rentals staff, La France Rentals has the right to remove the tenant or any other users immediately from the park without a refund of the rent or parts thereof.
- 9.9 If the park management has the serious suspicion that the tenant of a property is in violation of the law or public policy and / or morality, the park management is authorized to provide access to accommodation.

## 10. Pets

- 10.1 Depending on the accommodation a maximum of one or two pets of the tenant or users will be allowed by La France Rentals. If you or other users wish to bring pets you will have to mention that when booking directly. In that case La France Rentals will invoice an additional charge to you, which you will have to pay. La France Rentals reserves the right to refuse - without reason - animals at the park.
- 10.2 Pets are not allowed to ponds, pools, restaurants, indoor center facilities and other public places in the park (unless otherwise stated on site). Pets must be leashed outside these areas. Instructions of the personnel present have to be followed. The animal may not cause a nuisance to other guests.
- 10.3 Dog beds should be brought and a flea collar for dogs / cats is mandatory.
- 10.4 Caged animals can be brought in free of charge (But please indicate at the time of booking).
- 10.5 Pets of visitors are not allowed.
- 10.6 For transporting animals to countries within the EU it is necessary that they must be in possession of an animal passport of European model (from July 3, 2004). The animals must be vaccinated against rabies and identification must be possible using a chip or tattoo. You are responsible for having the correct travel documents required for your destination.

## 11. Use of accommodation; inventory

- 11.1 The tenant and those accompanying them are liable for an orderly course of events in and around the rented property or elsewhere in the park, the use of the accommodation and the equipment therein.
- 11.2 In addition, the tenant and those who accompany the tenant are always personally liable for damage by breakage and / or loss and / or damage to inventory and / or the accommodation. Any damage by the tenant must be reported immediately and paid to La France Rentals, unless the tenant can prove that the damage is not his own fault or any member of his company.

## 12. Deposit

- 12.1 La France Rentals can ask you at the start of the stay to place a deposit. The deposit is € 400,00 per accommodation, but may be increased by La France Rentals when the accomodation is hired by groups.
- 12.2 The deposit is intended to ensure that harm and / or cost in the widest sense of the word that La France Rentals can suffer are covered from non-fulfillment of the obligations the tenants have and of those who accompany the tenant.
- 12.3 In case the deposit is not immediately met, La France Rentals is entitled to deny the tenant / user access to and use of the property.
- 12.4 If you fail to pay the deposit La France Rentals is also entitled to rescind the contract with immediate effect (cancellation).
- 12.5 The deposit or any remaining balance thereof shall be used to cover claims (damage to inventory / facilities and / or other costs) of La France Rentals towards the tenant and / or users. Any (further) claims for damages shall not be touched by this procedure.

## 13. Cancellation

- 13.1 If a reservation is cancelled, a cancellation fee will apply. Amounts that are canceled at least 28 days before date of arrival 30% of the total costs will be charged and in case of cancellation within 28 days before arrival or later the total costs / agreed rent will be due.
- 13.2 You can insure against this risk by taking a cancellation insurance during the reservation process.
- 13.3 In case you have not arrived 24 hours after the agreed date without notice, this will be regarded as a cancellation.

## 14. Advance reservation

- 14.1 The possibility exists to place a reservation for a period in which the rates have not yet been published. A deposit of € 30,- will have to be paid up front, which will be deducted from the final amount. If the provisional booking is not converted to a final reservation, the deposit will be refunded.

## 15. Force majeure and change

# General terms and conditions for rentals

2015-1

- 15.1 In case La France Rentals is temporarily unable to fulfill the contract in whole or in part, due to acts of God, La France rentals will give you an alternative proposal within 14 days after it has become aware of the impossibility to meet the agreement (for other accommodation / other period, etc.).
- 15.2 Beyond the control of La France Rentals is defined as a failure of the execution of the contract in whole or partially, whether temporarily prevented by circumstances beyond the control of La France Rentals, including but not limited to, war risk, staff strikes, blockades, fires, floods and other disturbances or events.
- 15.3 You have the right to reject the amendment. If you reject the amendment, you must do so within 14 days of receipt of the proposal of amendment. In that case, La France Rentals will cancel the agreement with immediate effect. You will then be entitled to remission and / or return of (the already paid part of) the rent. La France Rentals will then not be required to pay any damages.

## 16. Notice

- 16.1 La France Rentals has the right at any time to cancel with immediate effect, if the reservation of your personal information and / or that of other users should prove to be incomplete and / or incorrectly specified. In such a case, there will be no refund of the rent or a portion thereof.

## 17. Liability

- 17.1 La France Rentals will not accept liability for theft (including theft from bungalow lockers and pool lockers), loss of or damage to property or persons, of whatever nature, during or because of a stay at one of our parks and / or rental / the use of accommodation and / or other facilities La France Rentals, unless it is intent or gross negligence on part of La France Rentals or (one of) its employees.
- 17.2 Liability for damages consisting of loss of enjoyment or business and other damages, are excluded under all circumstances. La France Rentals is also in no way liable for damages which can be claimed for compensation under a travel and / or cancellation or any other insurance.
- 17.3 La France Rentals is not liable for interruptions in service or failures in services provided by third parties.
- 17.4 Liability under unlawful acts is in any case limited to a maximum of € 75,000,- for personal accidents per guest per stay and liability for damage is in any case limited to a maximum of € 1,500,- per tenant / user per stay.
- 17.5 You / the user are liable for any loss or damage to the rented accommodation and / or other property of La France Rentals that may arise during its use by you or other users, whether it is the result of acts or omissions of yourself and / or third party that are present at the park with your consent.
- 17.6 You indemnify La France Rentals for all claims relating to damage to third parties (partly) caused by any act or omission by you and other users, your travel companions or third parties that are present at the park with your consent.
- 17.7 If you don't use the accomodation correctly or leave it behind in an improper state, including but not limited to excessive pollution, the extra costs to remedy that state will be charged extra. Those costs will have to be paid on the spot.

## 18. Complaints

- 18.1 Despite the care and effort La France Rentals you may feel that you have a justifiable complaint concerning your holiday. You will have to report this complaint immediately on spot and directly to the management of the park of your stay. If the complaint is not to your satisfaction will be handled, you have the latest one month after leaving the park of your stay an opportunity complaint in writing to: 'La France Rentals, PO Box 100, 4300 AC Zierikzee quoting reservation number, name and address, date stay, park name and property number. The complaint will be handled with great care. If this should not lead to a satisfactory solution, you have until three months after leaving the park the opportunity complaint should be dealt with by the Disputes Committee Recreation in The Hague or the complainant to submit to the legally competent judge . The decision of this committee has the power of a binding opinion.

## 19. Applicable law

- 19.1 The agreement is made between you and La France Rentals. Only Dutch law applies.

## 20. Travel

- 20.1 You are responsible to have the valid travel documents required for your destination. La France Rentals accepts no responsibility for any consequences arising from the non-possession of proper travel documents.

## 21. Privacy

- 21.1 All information you provide to us will be included in a file. This file is registered with the Data Protection Board in The Hague. The database is used without limits for our guests administration. This information can also be used to provide targeted information and offers about our products and services to both ourselves and by others. For this information and to benefit offers as much as possible to match your interest, we may combine your information with other companies known facts.
- 21.2 At your request we will do everything to improve, add to, delete, or block, if such data is factually incorrect. This may mean that you no longer can participate in (part of) our services. You have the right to ask us, or to inform you personally about data of you that is being processed.
- 21.3 If you do not appreciate the forwarding of interesting information or offers, please let us know by sending a postcard to: La France Rentals, PO Box 100, 4300 AC Zierikzee, or e-mail to info@LaFrancerentals.nl.

## 22. General

- 22.1 Obvious typographical errors are not binding La France Rentals. These terms and conditions supersedes all previous publications.
- 22.2 With these terms all previous publications are no longer valid.