



General Terms and Conditions of Roompot Business

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1. Definitions

Accommodation: all places where guests can stay (e.g. hotel rooms, bungalows, apartments, etc.).

Accommodation Provider: the owner and/or manager (appointed by the owner) of the Accommodation to be leased out.

Agreement: the signed Quotation/Agreement for the rental of an Accommodation, along with the associated General Terms and Conditions.

Arrival: the commencement date of the period for which the Agreement between the Tenant and Operator has been concluded.

Deposit: a fee which may be charged up front to offset any damage caused directly or indirectly by the Tenant during his stay, or any particularly dirty surfaces requiring additional cleaning. Furthermore, the Deposit may be used to settle outstanding payments after the Tenant's departure. The Deposit shall be deposited into the Tenant's bank account (the one used to make the original payment) within one month of the Tenant's departure, provided that the bank account number is known and no damage (as referred to above) has been found.

Fellow Tenant: the persons who the Tenant says will accompany him on the trip when he makes the booking.

General Terms and Conditions: these terms and conditions, which apply to all the Agreements concluded between the Tenant and the Operator regarding the rental of an Accommodation leased out by the Accommodation Provider.

In Writing: by letter or by email.

Operator: the party with which the Tenant is concluding an Agreement. The name of the Operator is indicated at the bottom of the price list.

Park: the Park in which an Accommodation can be found.

Park Rules: the rules for staying at the park, as imposed by the Accommodation Provider.

Rental Fee: the fee for the rental of the Accommodation, including and exclusive of any surcharges which may apply (e.g. tourist tax and/or electricity bills).

Tenant: the person who or legal entity which has made the booking and is entering into the Agreement and will use the Accommodation.

Words used in these definitions in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.



2. Applicability of the General Terms and Conditions

These General Terms and Conditions shall apply to all Agreements between the Operator and the Tenant regarding the rental of Accommodations. These Terms and Conditions constitute an inextricable part of the Agreement.

3. Conclusion of the Agreement

An Agreement for the rental of an Accommodation is concluded by means of an offer, quotation or lease and is accepted when the Tenant signs the document.

Agreements can only be concluded by Tenants aged 21 or older. If a Tenant is not yet 21, the Operator may impose additional terms and conditions.

Invoice

Once the Agreement has been accepted, the Tenant shall receive an invoice from the Operator relating to the relevant rental period.

If there are any inaccuracies in said invoice, the Operator must be notified of these within 24 hours.

Right of withdrawal

Once an Agreement has been concluded, it shall be irrevocably binding upon the Tenant. The right of withdrawal (also referred to as a cooling-off period) as referred to in the Dutch Civil Code does not apply to services relating to the rental of Accommodations.

4. Cancelling or amending the Agreement

Cancellation by the Tenant

In some cases, an Agreement must be cancelled due to unforeseen circumstances. In such cases, the Tenant or his representative must notify the Operator in writing. Generally, a fee shall be charged in the event of a cancellation of, or change to, an Agreement.

After cancelling the Agreement, the Tenant will receive a confirmation of the cancellation from the Operator, which will state the fee charged for the cancellation.

The following sums shall be payable by the Tenant to the Operator:

- In the event of a cancellation more than 92 days before Arrival: 15% of the Rental Fee;
- In the event of a cancellation less than 92 and more than 62 days before Arrival: 50% of the Rental Fee;
- In the event of a cancellation less than 62 and more than 31 days before Arrival: 75% of the Rental Fee;
- In the event of a cancellation less than 31 and more than 1 day before Arrival: 90% of the Rental Fee;
- In the event of a cancellation on the day of Arrival or later: 100 % of the Rental Fee.
- If the lease is terminated while the Tenant is already at the Accommodation, the cancellation shall be subject to 28 days' notice. The Tenant shall be required to pay the rent up to and including the final day of the period covered by the Agreement.



Cancellation or premature termination of the Agreement by the Operator

In the event of force majeure or unforeseen circumstances, the Operator shall have the right to cancel the booking. For the purposes of these General Terms and Conditions, 'unforeseen circumstances' and 'force majeure' shall be deemed to include (but not be limited to) the following:

- a. The Accommodation no longer being suitable for rental (for instance, due to flooding, a fire or a breach of contract by the Accommodation Provider).
- b. The Accommodation no longer being available (for instance, because the Accommodation was suddenly sold by the Accommodation Provider, because of a double booking or because the Accommodation Provider has been declared bankrupt).
- c. Due to a decision made by the government or local authorities of the place where the relevant park is situated.

In such cases, the Operator shall notify the Tenant at once in writing, stating the reasons for the cancellation. He shall also seek to offer the Tenant equivalent Accommodation at the same rental price. If no suitable alternative can be found, or if the Tenant does not agree to the proffered alternative, the Operator shall make a pro-rata deposit of the previously paid Rental Fee into the Tenant's bank account, without being in any way obliged to pay the Tenant any form of compensation.

Amending the Agreement

If the Tenant wishes to amend an Agreement, he must request in writing that the Operator amend said Agreement.

5. Financial provisions

Payment

Once the Tenant receives an invoice, he must observe the term of payment indicated on the invoice.

Failure to pay by the due date

If the Operator does not receive the payments he is owed by their due dates, he shall be entitled to terminate the Agreement with immediate effect and to hold the Tenant liable for the cancellation fee.

The cancellation fee shall be set off against previously made payments.

6. Obligations on the part of the Tenant

The Tenant must comply with the obligations arising from the General Terms and Conditions and the Park Rules.

Failure to comply with these obligations shall be deemed to constitute an attributable shortcoming with regard to compliance with the Agreement, which shall cause the Tenant to be liable for any damage suffered by the Operator. In addition, failure to comply shall give the Operator the right to terminate the Agreement with immediate effect.



7. Use of the Accommodation

The condition of the Accommodation and the nature of its use

- The Accommodation shall be in good condition when it is made available to the Tenant. If the Tenant feels that it is not in good condition, he must notify the person handing him the key to the Accommodation of this fact at once.
- The Tenant is obliged to treat the Accommodation and the objects in it with great care. Upon leaving the Accommodation, the Tenant shall leave it in the same condition it was in when he first arrived.
- Prior to leaving the Accommodation, the Tenant must notify the Park's receptionists of any damage to the Accommodation caused by the Tenant or his Fellow Tenant(s).
- If the Accommodation is left dirty or damaged, the Operator shall be entitled to offset the costs he incurs as a result against the deposit.
- Tenants are not allowed to hire the Accommodations on a permanent basis.
- The lessee is required to turn the thermostat down to 16.5 degrees if not present in the accommodation. When present in the accommodation, the thermostat can be turned up to 22 degrees.

Maximum number of inhabitants

Booked Accommodations must not be used by more persons than indicated in the quotation or lease without prior permission from the Operator. If the Tenant violates this rule, the Operator shall have the right to bar the Tenant from using the Accommodation. In such cases, the Tenant shall not be entitled to restitution of any payments already made. Tenants are not allowed to receive guests or have them stay overnight without the Operator's prior consent.

Pets

Long-term Tenants are only allowed to keep pets if it is explicitly stated that they are allowed to do so. If a Tenant brings a pet without notifying the Operator, the Operator may refuse him access to the Park and/or the Accommodation. Pets must always demonstrably meet the health and vaccination requirements of the country in which the Accommodation is situated. If a Tenant fails to comply with these requirements, or proves unable to demonstrate that these requirements have been met, the Operator may refuse the pet access to the Accommodation and/or the Park. The Tenant shall at all times be liable for any damage caused by the pet to the Accommodation or to the Park. An additional fee may be charged if a Tenant chooses to bring a pet to the Accommodation.

8. Complaints procedure

In the event that a Tenant has any complaints while staying at the Park, said complaints must be reported in writing to the Operator (quality@roompotbusiness.nl) so as to allow the Operator to resolve the issue. In such cases, the Tenant must explain the nature of the complaint and provide his contact details and any other information which may help the Operator resolve the issue.

9. Rental Fee and other fees

The Operator reserves the right to change the amount of the Rental Fee if such a change is necessitated by government levy increases or tax increases.

10. Liability

- The Operator and the Accommodation Provider shall not be liable for the loss and/or theft of any objects belonging to the Tenant (including money), damage to the Tenant's property, or any damage or injuries suffered by the Tenant in any way whatsoever.
- The use of the Accommodation and of all the Facilities and services provided in the Park shall at all times be at the Tenant's own risk.
- The Operator shall not accept liability for any unexpected activities (including construction work) performed near the booked Accommodation, nor for any work being done on the access roads and/or major roads, noise caused by neighbours, church bells, fireworks, cars, trains or agricultural machinery, inconvenience caused by vermin and environmental issues in the vicinity of the Park and/or the Accommodation.
- The Tenant is expected to familiarise himself with the local laws and regulations. The Operator shall not be liable for the consequences if the Tenant violates said laws and regulations.

Tenant's liability

- While staying at the Accommodation, the Tenant shall be liable for any damage caused during his stay to the Accommodation, the furniture or any other objects belonging to the Accommodation booked by the Tenant, irrespective of who caused the damage. If any such damage arises, it must first and foremost be settled between the Accommodation Provider and the Tenant.

11. Privacy

For a link to the Operator's privacy statement, please refer to the Roompot website (www.roompotbusiness.nl).

12. Applicable law and competent judge

- Agreements concluded, amended or expanded on the basis of these General Terms and Conditions are governed by the laws of the Netherlands, unless another country's laws apply pursuant to order-of-precedence rules.
- Disputes relating to the Agreement may only be brought before the competent judge in Middelburg. If the Tenant is a natural person not acting in the performance of his duties or business activities, the Tenant shall be given a term of at least one month after the Operator has invoked this provision in writing to request in writing that the dispute be settled by the judge who is competent pursuant to the law.

13. Other provisions

- It is the Tenant's responsibility to ensure that the Operator is provided with the right contact details and to notify the Operator in writing and without any delay of any change to his contact details.
- The Tenant cannot transfer the Agreement to a third party unless Roompot Business has agreed in writing to such a transfer.



Park Rules

The Park Rules form an integrated whole with the General Terms and Conditions applicable to the Agreement between the Tenant and the Operator. By adhering to the Park Rules, you are safeguarding the safety of our tenants. Therefore, we hope you will comply with these rules. Thank you in advance for your understanding. All words used in the Park Rules are in line with the definitions provided in the General Terms and Conditions.

Arrival and departure

Your invoice will tell you at which time the Accommodation will be made available to you.

Power (water and electricity)

Each park may have a different maximum current capacity. Tenants must ensure that the electrical equipment they use does not exceed the maximum capacity.

In the event of a power cut, the Tenant must first check his own fuses, as well as the fuse in the fuse box, before asking the facilities management team for help. In the event of a power cut, electrical equipment must be switched off, if it is not switched off automatically.

Tenants are not allowed to tap into power supplies of public buildings or objects such as lampposts.

Electric cars must only be charged in those parking spots which are specifically designated and designed for this purpose. If you violate this rule, a fine may be withheld from your deposit.

The Park's facilities

Use of the Park's facilities is not included in the Rental Fee and is at the Tenant's own risk.

Use of the Accommodation

The Accommodations all come with their own furniture. Tenants are not allowed to take furniture that belongs inside the Accommodation outside. Neither indoor furniture nor garden furniture must be moved to other Accommodations.

Tenants are obliged to keep the Accommodation and its immediate surroundings tidy and in good order. Rubbish must always be disposed of in the designated rubbish bins or wheelie bins.

If the Tenant is temporarily absent from the Accommodation or its immediate surroundings, loose items such as bicycles, toys, etc. must be tidied away and stored inside the house, out of sight. Bicycles must not be placed against the Accommodation.

Tenants are not allowed to erect party tents or install dish antennas in or near Accommodations without prior permission from the Park's manager or guards.

Drones must not be used without prior permission from the Park's manager or guards.

Pets (only allowed if reported by long-term tenants)

Insofar as pets are allowed inside the Park, the following rules apply:

- Uncaged pets must always be kept on a leash, except inside an Accommodation, and must not cause any inconvenience whatsoever to the Park's other Tenants.
- Pets must be walked in the designated zones. If no such designated dog-walking areas exist on the Park's premises, the pets must be walked in designated zones outside the Park. In the event that a pet defecates, the animal's owner must remove the faeces himself.
- Pets are not allowed to enter public facilities in the Park, such as swimming pools, cafés, restaurants, supermarkets, etc., unless explicitly stated otherwise.
- It is the Tenant's responsibility to ensure that his pet meets all the legal requirements that apply to bringing a pet and allowing it to stay inside the Park.



Hygiene and maintenance

Apart from pets, Tenants are not allowed to feed birds or other animals in the Park. Leaving food in the Park is strictly prohibited, both for reasons of hygiene and to control pests.

Rubbish must be placed in the designated rubbish or recycling bins. Rubbish must not be placed next to the bins, nor elsewhere in the Park. Rubbish must be placed in sealed plastic bags.

Bulky rubbish such as pallets, white goods, garden chairs, tarpaulins, etc., must not be left inside the Park, unless the Park's manager has granted permission for them to be left in a designated place.

Tenants are not allowed to place biodegradable waste (e.g. hedge clippings and mowed grass) in the wheelie bins.

Tenants are not allowed to pluck flowers, break tree branches, remove bushes (or parts thereof) or drive nails into trees. Nor are they allowed to dig holes and/or damage public lawns.

Public urination is prohibited and may result in a fine being withheld from your deposit.

Use and return of keys, access passes, etc.

You will be charged for the loss of keys | passes | etc. With regard to keys this is an amount of € 50. With regard to keys | locks, this amount is communicated from the park. It is not allowed to give your keys and/or cards in use to others than (co) tenant.

When you leave the Park, all the keys you have received to use in your Accommodation must be returned to the place where you were originally issued with them.

A quiet night and noise

Tenants of Accommodations situated inside the Park must behave properly and must not do anything that could reasonably cause offence or inconvenience to the Operator or other Tenants.

Peace and quiet must be observed between 11pm and 7am so as to allow Tenants to get a good night's sleep. All Tenants must abide by this rule. Among other things, this means that Tenants must not have loud conversations, listen to loud music or otherwise produce noise. Furthermore, Tenants are not allowed to use motor vehicles during these hours.

Tenants are not allowed to use portable audio players, musical instruments and other objects at such an unwelcome level of noise that other Tenants are inconvenienced. Tenants are deemed to have inconvenienced others if we receive a complaint from another Tenant.

Public drunkenness is prohibited. Tenants are not allowed to carry opened bottles and/or cans of alcoholic beverages outside their Accommodation or outside the terrace belonging to their Accommodation.

Most Parks have teams of guards. Instructions given by staff (including the aforementioned guards) must be followed at once.



Maintenance and cleaning work / service disruptions

The Operator reserves the right to have cleaning activities performed near the Accommodation starting from 8am.

Urgent service disruptions reported to the Park's receptionists will be resolved as soon as possible.

The Operator is entitled at all times to enter the rented-out Accommodations to perform inspections and/or carry out maintenance work, which does not entitle the Tenant to full or partial restitution of any rental fee paid or yet to be paid. Furthermore, the Operator has the right to temporarily take buildings and installations out of service for maintenance purposes, which does not entitle the Tenant to full or partial restitution of any rental fee paid or yet to be paid. In such cases, the Operator will notify the Tenant of the inspection or work to be performed in good time. If the matter is urgent, the Operator may refrain from notifying the Tenant.

Parking

Generally speaking, Tenants of one Accommodation are allowed to use one motor vehicle, unless stated otherwise. Visitors' motor vehicles will not be allowed to enter the Park. The Operator reserves the right to change a Park's parking policy.

Vehicles must be parked in the designated spots.

They must never be parked on the roads.

If a Tenant violates these rules, the Operator reserves the right to have his vehicle towed or clamped. The Tenant will be charged a fee for the return of the car or the removal of the wheel clamp.

Safety requirements

Tenants must comply with all traffic and security regulations and must follow all instructions given by staff at once.

To allow speedy help in the event of an emergency, paths, access roads and boom gates must never be blocked by motor vehicles or other obstacles.

Tenants are not allowed to perform repairs on motor vehicles and/or wash motor vehicles inside the Park, unless specially designated places for such activities are explicitly provided.

Damaged or discarded cars, trailers or other vehicles or vessels must not be parked or stored on the premises. Nor must other products or substances that are no longer used be stored on the premises.

Regular road rules apply inside the Park. In contravention of regular road rules, the maximum speed allowed for all vehicles inside the Park is 10 km per hour, unless explicitly stated otherwise. Roads must only be used by residents. Pedestrians and playing children always have right of way.

Tenants are not allowed to use scooters, mopeds, electric scooters and/or any other electric vehicles (with the exception of electric cars and/or mobility scooters) that they have brought on to the Park's premises themselves. In exceptional cases, these rules can be relaxed, at the discretion of the Park's manager. Permission to use such vehicles will only be valid if it is given in writing.



Open fire is strictly prohibited inside the Park. Due to the risk of fire, Tenants are not allowed to leave burning candles unattended, nor to throw away burning cigars, cigarettes or matches. Nor are they allowed to keep inflammable or explosive substances.

Tenants are not allowed to use barbecues in the Park.

- Having beer taps involving pressure cylinders in and around the Accommodation.
- Carrying weapons that are prohibited under the law.
- Smoking inside the Accommodation you have rented.

Electricity, gas and/or water installations brought by Tenants must meet the applicable legal requirements.

Use of LPG tanks is prohibited, except when used as fuel for motor vehicles. Use of oil heaters is prohibited, as well.

If a fire breaks out, for whatever reason, the Tenant must raise the alarm at once, thus allowing the fire to be extinguished as soon as possible.

The following things are prohibited, as well:

- Drinking alcoholic beverages outside the Accommodation and/or outside pubs and restaurants.
- Using or carrying narcotic drugs.

Lost and found

Found objects may be dropped off at the Park's reception desk. If an object is found after a Tenant has already left the Park, the found object can be sent to the Tenant's home address, at the Tenant's own risk and account (carriage forward). The Operator will never be liable for any damage to the found object.

If the owner of a found object does not report to the Operator within a month of the dropping-off of the found object, it will be assumed that the owner has renounced his rights to the object.

Removal from the premises / revocation of access rights

All Tenants must strictly comply with the rules and regulations included in the General Terms and Conditions and Park Rules, and must strictly follow any instructions given by the Operator's staff and/or guards (if any), regardless of the nature of the instructions and the context. The same is true for those rules that apply to the use of the Facilities.

If a Tenant violates these rules and conditions or fails to follow instructions given by staff, the Operator will be entitled to have the Tenant removed from the Park and revoke his access rights, which will not entitle the Tenant to full or partial restitution of, and/or a discount on, the rental fee previously paid or yet to be paid, without prejudice to the Operator's right to claim compensation for the damage caused by the violation. In general, a warning will be given first. In urgent cases (such at the Operator's discretion), the warning will be dispensed with, and the Tenant will be removed at once and have his access rights revoked.

Unexpected circumstances

In cases not provided for in the General Terms and Conditions or in these Park Rules, Dutch law will prevail.