

## GENERAL CONDITIONS

### 1. Application

- 1.1 These General Conditions apply to all offers, reservations and contracts relating to all accommodation and other facilities which are leased by Efteling Bosrijko, as well as to all other services and products offered by Efteling Bosrijko.
- 1.2 In these General Conditions the term 'tenant' means: the person who makes a contract for the lease/use of accommodation with Efteling Bosrijko. The term 'guests' means: the tenant and the persons specified by the tenant who (will) make use of the accommodation leased by the tenant and/or other facilities and services provided by Efteling Bosrijko.
- 1.3 These General Conditions apply regardless of (prior) reference to any of the other party's own conditions or to other general conditions. Efteling Bosrijko rejects all General Conditions to which you refer or which are used by you.
- 1.4 Agreements deviating from these General Conditions are only valid if they have been agreed in writing.

### 2. Reservations

- 2.1 Efteling Bosrijko will only take on reservations of persons who are 18 or older.
- 2.2 Efteling Bosrijko reserves the right, without having to give any reason, to refuse reservations, in particular reservations of groups, or set special conditions for reservations.
- 2.3 If you have not received a (written) confirmation/invoice within 10 days after the reservation has been made, you must immediately contact the reservations department; in the event of failure to do so no claim can be based on the reservation.
- 2.4 A contract is made between you and Efteling Bosrijko at the time that you place your reservation with Efteling Bosrijko and Efteling Bosrijko has accepted the reservation.
- 2.5 The contract relates to the rental of accommodation and/or other facilities for recreational use, which by its nature is of short duration and other related services and products offered by Efteling Bosrijko.
- 2.6 All guests present in the accommodation are obliged to register via the registration form received for that purpose. You will receive this digitally, or on request, by post. Efteling Bosrijko has the right to check the guests present in the accommodation on the basis of their proof of identity. If the guests cannot show any proof of identification, Efteling Bosrijko can decide not to house the guests, without this giving any right to restitution or compensation.

### 3. Changes in the contract

- 3.1 If, after the making of the contract, you wish to make changes to the contract and/or reservation, Efteling Bosrijko is not obliged to accept those changes. It is at the discretion of Efteling Bosrijko to determine whether and to what extent said changes will be accepted. In the event Efteling Bosrijko accepts your changes, Efteling Bosrijko can charge you a fee for making the changes.
- 3.2 A change in the number of guests and/or the names of the guests in the reservation is not permitted, unless otherwise agreed in writing with Efteling Bosrijko.

### 4. Substitution

- 4.1 Efteling Bosrijko, the tenant and other guests are not permitted to allow persons other than those set out in the contract to use the accommodation under whatever name and under whatever heading, unless otherwise agreed in writing with Efteling Bosrijko.
- 4.2 If you and Efteling Bosrijko have agreed that you and/or one or more guests are replaced, you will remain severally liable in addition to the tenant and/or guests who replace you and/or other guests to Efteling Bosrijko for the payment of the part of the rent still owing, the change fee (see Clause 3.1) and extra costs as a result of the replacement and any cancellation costs.

### 5. Prices

- 5.1 You owe Efteling Bosrijko the agreed rent and the price of other services / products owing, as set out in the written confirmation (also invoice) of the reservation. If the costs of Efteling Bosrijko (personnel, energy, tax and the like) after the making of the contract have demonstrably and unexpectedly increased, Efteling Bosrijko has the right to increase its price and charge the increased price to you. If this price

increase is implemented within 3 months after the contract has been made, said price increase will be a maximum of 5% of the previously agreed price and you will have the right to dissolve the contract on that ground (cancellation).

5.2 After reserving an accommodation in Efteling Bosrijko you are no longer entitled to special prices, discount campaigns or special offers.

5.3 All prices are, insofar as applicable, including VAT, unless otherwise stated.

### 6. Extra costs

In addition to the rent and price of other services / products, you will also owe reservation costs and tourist tax.

### 7. Payments

7.1 The rent increased by costs up to € 150.00 must be paid immediately, in full, at the time of reservation. In the event the rent is more than € 150.00 you must make a down payment of 30% with a minimum of € 150.00. In the event of arrival within 8 weeks you will have to pay the total amount owing immediately at the time of reservation. In the event the rent, increased by supplements, is less than € 150.00 the full amount must be paid, so that the full reservation is paid before arrival.

7.2 Efteling Bosrijko must have received the remaining amount (if any) of the invoice amount at latest 8 weeks before the day when the stay in Efteling Bosrijko starts as set out in the confirmation of the reservation, so that the total reservation is paid at latest 8 weeks before arrival.

7.3 In the event the reservation is made within 8 weeks before the start of your stay, the entire amount must be paid in full at the time of reservation. If upon arrival at Efteling Bosrijko it turns out that the amount has not yet been (fully) deposited on the bank account of Efteling Bosrijko, you must pay the (remainder of the) amount on the spot. In the event of failure to pay in accordance with the above, Efteling Bosrijko can deny you the use of the accommodation and/or another facility. If it should later turn out that you did give a payment instruction, but upon arrival the amount had not yet been deposited on the bank account of Efteling Bosrijko, restitution of the excess paid will take place in arrears.

7.4 In the event of late payment of the amounts invoiced to you, you will be in default immediately after the end of the payment term and Efteling Bosrijko has the right to dissolve (cancel) the contract with immediate effect, without prejudice to its right to compensation of all loss which Efteling Bosrijko suffers in consequence hereof, including all costs which Efteling Bosrijko incurs in connection with your reservation and the dissolution. Efteling Bosrijko in any event has the right to charge cancellation costs per accommodation. The provisions of Article 13 apply in such case.

7.5 Efteling Bosrijko always has the right to set off claims on you under any heading whatsoever against the amounts paid by you under any heading whatsoever.

### 8. Arrival and departure

8.1 The leased accommodation can be accessed on the agreed day of arrival as set out on the confirmation of the reservation as of 15.00 hours. On the agreed day of departure as set out on the confirmation of the reservation, the accommodation must have been vacated before 11.00 hours. On the day you arrive at Efteling Bosrijko it is permitted to drive your car to your holiday home between 15.00 and 19.00 hours. This is also permitted on the day you leave between 08.00 and 11.00 hours. Immediately after unloading/loading the luggage, the cars must be parked on the Efteling Bosrijko parking lot. Parking on the accommodation sites of Efteling Bosrijko other than for the purpose of loading or unloading of luggage at the above-mentioned times is therefore prohibited. Exceptions may be allowed for disabled guests who may park in designated areas with a special dispensation from Efteling Bosrijko.

8.2 If you wish to continue the contract with Efteling Bosrijko for longer than the agreed duration and Efteling Bosrijko agrees to this, Efteling Bosrijko is always entitled to designate different accommodation.

8.3 In the event of less and/or shorter use of the accommodation and/or other facilities than those set out on the confirmation of the reservation, the tenant is not entitled to restitution of (a part of) the rent and/or costs.

8.4 Reservations are always made for fixed arrival and departure dates. Leaving your accommodation earlier or arriving at your accommodation later therefore has no influence whatsoever on the travel price and no claim can be made for a

reduction in the event of early departure from or late arrival at your accommodation.

8.5 Prior to departure the tenant must have put away all dishware and cutlery, clean, in the drawers and cupboards where they belong. Dishwashers must be clean and empty when the tenant leaves the accommodation.

8.6 In the event your accommodation is not left in proper condition, is left in excessively untidy condition and/or of damage to the accommodation and/or to the goods located therein and/or in the event of contamination of and/or damage to the site/the environment of Efteling Bosrijko, Efteling Bosrijko will immediately charge the loss to the tenant, which loss must be immediately paid.

### 9. Regulations

9.1 All guests must comply with the rules established by Efteling Bosrijko as laid down in the Household Regulations. You can request these regulations from the reception upon arrival and you will also find them in the information folder which is present in every accommodation. When you and/or your travel companions are on the premises of Efteling Park, the conditions of Efteling Park apply. You can find them on [www.efteling.com](http://www.efteling.com) or you can request them free of charge from the Guest Service.

9.2 Every accommodation may only be inhabited by the maximum number of persons set out in the brochure for the relevant accommodation. In addition, guests are not permitted to stay in the accommodation if these persons are not registered under the registration or with the reception. See 2.6.

9.3 If the restaurant, cafe and hall letting companies present in the park provide you with catering services or make catering contracts with you, the Uniform Conditions for Catering apply to these services and contracts. A copy of these conditions is available on request (free of charge) from the reception and can be viewed on [www.efteling.com](http://www.efteling.com)

9.4 Efteling Bosrijko reserves the right to make changes to the set-up and opening hours of the facilities and of the accommodation of Efteling Bosrijko. For the purpose of necessary maintenance you will have to permit, without any right to compensation, that work is carried out to the accommodation or other facilities during your stay.

9.5 For safety reasons it is not permitted to set up tents next to the accommodation.

9.6 The tenant must leave the accommodation in clean condition (i.e.: no dirty dishes, strip bed and fold up bed linen, clean kitchen and refrigerator, put garbage bags in the container).

9.7 In the event of breach of the rules laid down in these General Conditions, the Park Regulations, the Household Regulations and/or failure to comply with instructions of the personnel, Efteling Bosrijko has the right to access accommodation and/or to immediately remove you and every other user of the park, without restitution of the rent or a part thereof and/or any right to any other compensation arising.

9.8 If the park management has a serious suspicion that the tenant of accommodation is acting in contravention of the law and/or public order and/or public decency, the park management is authorised to access the accommodation.

9.9 It is not permitted to swim or practise other types of water sports/recreation in water facilities present at the Efteling Bosrijko holiday park.

9.10 Barbecues are strictly prohibited in Efteling Bosrijko in connection with fire hazard.

9.11 Noise nuisance is not accepted. It is strictly prohibited to place audio equipment outside of the holiday home or turn the volume up so high that this causes nuisance to other guests of Efteling Bosrijko. If in the event of nuisance you do not follow the instructions of the personnel, Efteling Bosrijko has the right to immediately remove you, the tenant and every other user from the park, without there being restitution of the rent or a part thereof and/or there being entitlement to any other compensation.

9.12 Accommodation and covered facilities of Efteling Bosrijko are no-smoking areas. If a tenant/user does not comply with this smoking prohibition, Efteling Bosrijko is entitled to charge an immediately due fine of € 200.00 per accommodation, without the need for notice of default and without prejudice to Efteling Bosrijko's right to compensation of the loss suffered in consequence thereof.

### 10. Pets

10.1 Depending on the accommodation a maximum of one or two pets of the tenant or guests is/are permitted by Efteling

Bosrijko. If you and/or other guests wish to bring along pets, you must state this at the time the reservation is made. In such case Efteling Bosrijko will charge you a supplement. Efteling Bosrijko reserves the right - without having to give any reasons - to refuse to allow pets in the park. Dogs of visitors and/or guests other than indicated on the registration form are not permitted.

10.2 Pets have no access to certain types of accommodation, the Manor House and the Gatehouse, water facilities, centre facilities and other public conveniences on the Efteling Bosrijko site (unless otherwise indicated on site). Pets must be on a leash outside of the accommodation. Local instructions must be followed. Pets may not cause nuisance to the other guests.

10.3 There are various places to walk your dogs. Your dog may not be walked at other places. The designated dog walking areas must be left in clean condition at all times.

### 11. Use of accommodation; inventory

11.1 The tenant and guests are severally liable for an orderly course of affairs in and around the leased accommodation or elsewhere on the Bosrijko site, use of the accommodation and the equipment and inventory present therein.

11.2 In addition, the tenant and the persons accompanying the tenant are always severally liable for loss due to breakage and/or loss of and/or damage to inventory and/or accommodation. The tenant must immediately report any damage to the reception of Efteling Bosrijko and which damage must be immediately reimbursed on the spot, unless the tenant can demonstrate that the arising of the damage is not due to the fault of the tenant, other guests or one of the members of his group.

### 12. Deposit

12.1 At the time of reservation or at the start of the stay Efteling Bosrijko can demand a deposit from you. The deposit is € 500.00 per accommodation, but Efteling Bosrijko can increase this amount if there is a group rental.

12.2 The deposit is intended as security for loss and/or costs - in the broadest sense of the world - which Efteling Bosrijko might suffer and/or incur in the non-performance of the obligations of the tenant and the persons accompanying the tenant.

12.3 In the event the deposit is not immediately paid, Efteling Bosrijko is entitled to deny the tenant and/or other guests access to and use of the accommodation.

12.4 If you fail to pay the deposit Efteling Bosrijko is, moreover, entitled to dissolve (cancel) the contract with immediate effect.

12.5 The deposit or the remainder thereof will be repaid after set-off of claims (damage to inventory/accommodation and/or other costs) of Efteling Bosrijko on the tenant and/or guests. Any (further) claims for compensation are not cancelled by this restitution.

### 13. Cancellation costs

13.1 If you cancel a reservation, cancellation costs will be owed. In the event of cancellation a fee must be paid to Efteling Bosrijko, corresponding with what is set out below:

1. in the event of cancellation more than three months before the starting date, 15% of the agreed price;
2. in the event of cancellation within three to two months before the starting date, 50% of the agreed price;
3. in the event of cancellation within two months to one month before the starting date, 75% of the agreed price;
4. in the event of cancellation within one month before the starting date, 90% of the agreed price.
5. In the event of cancellation on the day of arrival itself, 100%

13.2 You can avoid this risk by participating in the cancellation protection scheme. The costs of this are € 15,00 per reservation for groups up to 8 persons. Separate cancellation protection schemes can be agreed for larger groups on request. Participation in this cancellation protection scheme indemnifies you against the costs of cancellation due to one of the following events, provided substantiated by an official statement. If this turns out not to be possible, Efteling Bosrijko reserves the right to investigate the matter and Efteling Bosrijko will decide whether a cancellation falls within the circumstances set out hereafter. Circumstances which fall under the cancellation protection scheme:

1. Death, suddenly occurring illness or accident of the person who made the reservation, his partner or one of his family members.

2. Terminating your stay early due to death of a family member in the first degree of the person who made the reservation, his partner or one of his family members.

3. Terminating your holiday early due to fire, storm damage or lightning strike in respect of the house or the household contents of the person who made the reservation, his partner or one of his family members. In the event of early termination of your stay for one of the above reasons, a percentage of the reservation value will not be charged/repaid pro rata to the number of days in the park. If you should have to cancel your stay and you have not participated in the cancellation protection scheme, you are obliged to pay the cancellation costs in accordance with these General Conditions.

13.3 If you have not arrived within 24 hours after the agreed date, without notice, this will be deemed a cancellation.

### 14. Force majeure and changes

14.1 In the event Efteling Bosrijko, temporarily or otherwise, is not able to perform the contract in whole or in part due to force majeure, within 14 days after it has become aware of the impossibility of performance the contract it will present a change proposal (for other accommodation/another period, etc.).

14.2 There is force majeure on the part of Efteling Bosrijko if the performance of the contract in whole or in part, temporarily or otherwise, is prevented due to circumstances beyond the control of Efteling Bosrijko, including risk of war, (personnel) strikes, blockades, fire, floods and other disruptions or events.

14.3 You are entitled to reject the change proposal. If you reject the change proposal, you must announce this within 14 days after receipt of the change proposal, but at latest before arrival. In such case Efteling Bosrijko has the right to dissolve the contract with immediate effect. You are then entitled to waiver and/or repayment of (the already paid part of) the rent. Efteling Bosrijko will in such case not be bound to compensate any loss.

### 15. Termination

Efteling Bosrijko at all times has the right to terminate the contract with immediate effect; if when making the reservation personal details of yourself and/or other guests are incompletely and/or incorrectly presented. In such case there will be no restitution of the rent or a part thereof and Efteling Bosrijko will not in any other way be bound to pay any other type of compensation.

### 16. Liability

16.1 Efteling Bosrijko does not accept any liability for theft (including theft from safes and swimming pool lockers), loss of or damage to property or persons, of whatever nature, during or as a result of a stay at Efteling Bosrijko and/or the lease/ use of accommodation and/or other facilities of Efteling Bosrijko, unless there is intent or gross negligence on the part of Efteling Bosrijko (or one of) its employees.

16.2 Liability for loss consisting of loss of travel enjoyment or trade and other consequential loss, is excluded under all circumstances. Efteling Bosrijko is furthermore in no case liable for loss for which there is a claim to compensation under the heading of travel and/or cancellation insurance or any other insurance and/or scheme.

16.3 Efteling Bosrijko is not liable for disruptions in the service or defects in services provided by third parties.

16.4 In the event Efteling Bosrijko nevertheless turns out to be liable, the liability is limited to a maximum of € 75,000 in the event of personal injury and/or death per tenant/user and per stay. Liability for material damage is in any event limited to a maximum of € 1,500 per tenant/user per stay.

16.5 You and the user are severally liable for all loss and/or damage relating to the leased accommodation and/or other property of Efteling Bosrijko arising during the use thereof by you and/or other guests, regardless of whether this is the result of actions or omissions of yourself and/or third parties who are in Efteling Bosrijko with your consent.

16.6 You indemnify Efteling Bosrijko against all claims relating to loss and/or damage of third parties which is (partly) the result of any action or omission of yourself, other guests, your travel companions or third parties who are in the park with your consent/knowledge.

16.7 In the event of improper use of the accommodation or in the event the accommodation is not left in a proper condition, including but not limited to excessive untidiness of the accommodation, extra costs will be charged, which you are obliged to pay immediately.

### 17. Complaints

We will do everything we can to immediately resolve complaints or defects. Should you have any complaints, please first report this complaint to the reception of Efteling Bosrijko which can be reached 24 hours a day. Should the complaint not be dealt with satisfactorily, you have the opportunity at latest up to 1 month after you have left Efteling Bosrijko to lodge the complaint in writing, stating your reservation number, name and address details, date of stay and accommodation number, attn. Manager Verblifjascammodatie, Eftelingsestraat 7, 5171 RP, Kaatsheuvel, the Netherlands.

### 18. Applicable law

The contract and these General Conditions are exclusively governed by Dutch law. The court of Breda has exclusive jurisdiction to adjudicate disputes in this respect.

### 19. Travel documents

You are yourself responsible for having the valid travel documents which are required for your destination. Efteling Bosrijko does not accept any liability for the consequences ensuing from the fact that the correct travel documents are not present.

### 20. General

ObviousprintingandtypingerorsdonotbindEftelingBosrijko. All preceding publications are cancelled by these general conditions. The unenforceability and/or nullity of one of the individual provisions of these General Conditions and/or parts thereof do not detract from the validity of the other (parts of) provisions of these General Conditions. Changes and additions to the contract and/or General Conditions are only valid if they have been recorded in writing. The legal relationship between the parties (and therefore also these General Conditions) is exclusively governed by Dutch law. The court of Breda has exclusive jurisdiction to adjudicate all disputes relating to or ensuing from this legal relationship and/or General Conditions.