



GENERAL CONDITIONS

1. Application

- 1.1 These General Conditions are applicable to all offers, bookings and agreements concerning all accommodation and other facilities which are being rented out by Efteling Bosrijk and Efteling Het Loonsche Land (except for the Loonsche Land Hotel and Bosrijk family rooms), as well as to all other services and products offered by the Accommodation (hereafter jointly: "the Accommodation").
- 1.2 The RECRON terms & conditions are an integral part of these General Conditions and are attached to these General Conditions. The newest version of the RECRON terms & conditions are always applicable (www.recron.nl).
- 1.3 In these General Conditions 'tenant' is understood to be: the person who enters into an agreement with the Accommodation concerning the rental/use of accommodation. 'Guests' are understood to be: the tenant and the persons registered by the tenant who (will) make use of the accommodation and/or other facilities and services of the Accommodation rented by the tenant.
- 1.4 These General Conditions are applicable regardless of your (prior) reference to possible own conditions or to other general conditions. The Accommodation rejects all General Conditions which you refer to or which you use.
- 1.5 Agreements deviating from these General Conditions are only valid if agreed in writing.

2. Bookings

- 2.1 The Accommodation will only process bookings by persons who are 18 years old or older. It is not allowed for minors to stay in a room without an adult.
- 2.2 The Accommodation reserves the right to refuse bookings, more specifically group bookings, or to set special conditions for these.
- 2.3 If you have not received a (written) confirmation/invoice within 10 days after making the booking, you must immediately contact the booking department, if you fail to do so, no appeal can be made to the booking.
- 2.4 An agreement between you and the Accommodation is entered into at the moment that you place a booking with the Accommodation and this booking is accepted by the Accommodation.
- 2.5 The agreement concerns the rental of accommodation and/or other facilities for recreational usage, which by its nature is of a short duration, as well as the related other services and products offered by the Accommodation.
- 2.6 All guests present in the accommodation are required to register by means of the registration form received for this purpose. This form will be received by the guests in digital format, or

upon request, via surface mail. The Accommodation has the authority to check guests present in the accommodation by means of their proof of identity. If the guests are unable to submit a proof of identity, the Accommodation may decide not to accommodate the guests, without this entitling them to any restitution or compensation.

3. Changes to the agreement

- 3.1 If you wish to make changes to the agreement and/or booking after the agreement has been established, the Accommodation is not obliged to accept these changes. The Accommodation is free to determine if and in how far those changes are accepted. If the Accommodation accepts your changes, the Accommodation may charge amendment costs.
- 3.2 Changing the number of guests and/or the names of guests in the booking is not allowed, unless otherwise agreed with the Accommodation in writing.

4. Substitution

- 4.1 The Accommodation, the tenant and other guests are not allowed to cede the use of the accommodation under any name on any ground whatsoever to others than the persons named in the agreement, unless otherwise agreed with the Accommodation in writing.
- 4.2 If you and the Accommodation have agreed that you and/or one or more guests will be substituted, you, aside from the tenant and/or guests who replace you and/or other guests, remain severally liable to the Accommodation for the payment of the part of the rental outstanding, the amendment costs (see art. 3.1) as a result of the substitution and any possible cancellation costs.

5. Prices

- 5.1 You owe the Accommodation the agreed rental price and the price of other services/products purchased, as mentioned in the written confirmation (also invoice) of the booking. If the costs of the Accommodation (staff, energy, taxes etc.) have demonstrably and unexpectedly risen after the establishing of the agreement, the Accommodation has the right to increase its prices and to charge the increased price to you. If this price increase becomes effective within 3 months after entering into the agreement, this price increase will amount to at most 5% of the price previously agreed, and you will have the right to dissolve (annul) the agreement on the basis of this.
- 5.2 After booking an accommodation in the Accommodation you no longer have a right to special prices, discount offers or special tariffs.
- 5.3 All prices are, in so far as applicable, including VAT, unless otherwise stated.

6. Additional costs

Apart from the rental price and the price of the other services/products purchased, you also owe booking costs and tenant taxes.

7. Payments

- 7.1 If there is a period of more than 6 weeks between your booking date and your arrival date, you must pay at least 30% of the rental sum when booking.

- 7.2 The (possible) outstanding part of the invoice amount must have been received by the Accommodation at the latest 6 weeks before the start of the stay in the Accommodation, as mentioned in the confirmation of the booking, so the entire booking is paid no later than 6 weeks before arrival.
- 7.3 For bookings within 6 weeks before the starting date of the stay, the entire invoice amount must be paid when booking. If there are only 48 hours or less between your booking date and your arrival date, you will have to pay the entire invoice amount immediately upon arrival at your accommodation.
- 7.4 If upon your arrival at the Accommodation, the amounts due have not yet been (fully) credited to the bank account of the Accommodation, you must pay the (remaining) amount at the Accommodation. In the absence of the aforementioned payment, the Accommodation may refuse you the usage of the accommodation and/or other facilities. Should it become clear later that you did make a payment order, but that the amount had not yet been credited to the bank account of the Accommodation on your arrival, restitution of the excess amount paid will take place.
- 7.5 In the absence of timely payment of the sums invoiced to you, you are in breach immediately after the end of the payment period, and the Accommodation has the right to dissolve the agreement with immediate effect (cancellation), without prejudice to its right to damages which the Accommodation suffered of will suffer in connection with this, including all costs the Accommodation incurred in connection with your booking and the dissolution. The Accommodation has in any case the right to charge a cancellation fee per accommodation. In that case the provisions of article 13 are applicable.
- 7.6 The Accommodations always have the right to offset claims on you on any ground whatsoever with payments made by you on any ground whatsoever.

8. Arrival and departure

- 8.1 The rented accommodation can be accessed on the agreed day of arrival, as mentioned in the booking confirmation, from 3 p.m. On the agreed day of departure, as mentioned in the booking confirmation, you must leave the accommodation before 11 a.m. On the day of arrival in the Accommodation, you are allowed to drive your car to your accommodation between 3 p.m. and 7 p.m. This is also allowed on your day of departure between 8 a.m. and 11 a.m. Immediately after the unloading/loading of the luggage the cars must be parked in the car park of the Accommodation. Parking in the accommodation area of the Accommodation for any reason other than the unloading/loading of luggage at the aforementioned times is therefore forbidden. Exceptions to this can be disabled guests who may park in the spaces provided for this with a special exemption from the Accommodation.
- 8.2 If you wish to continue the agreement with the Accommodation for a longer period than initially agreed and the Accommodation agrees with this, the Accommodation is always entitled to assign another accommodation.
- 8.3 In the case of less and/or shorter use of the accommodation and/or other facilities than those mentioned in the booking confirmation, the guest/day visitor does not have any right to restitution of (a part of) the rental price and/or costs.
- 8.4 Bookings are always made for defined arrival and departure dates. Earlier departure from or later arrival in your accommodation therefore has no influence on the total costs of the travel,

and therefore no appeal can be made for restitution in the case of earlier departure from or later arrival in your accommodation.

- 8.5 Before departure, the guest must have stored all cleaned tableware in the drawers and cupboards where the tableware should be stored. Dishwashers must be clean and empty when the guest leaves the accommodation.
- 8.6 If the accommodation is not left behind as it should be, or in case of excessive soiling and/or damage to the accommodation and/or to the goods therein and/or contamination and/or damage to the site/surroundings of the Accommodation, the Accommodation will directly charge the guest for the costs of damage, which must be paid immediately.

9. Regulations

- 9.1 All guests must comply with the regulations determined by the Accommodation, documented in the House Regulations. You can request this document at the reception upon arrival, and you will also find it in the information folder which is present in each accommodation. When you and/or your fellow travellers are on the site of the Accommodation, the conditions of the Accommodation apply. You can find these on www.efteling.com or request them free of charge from the Visitors' service centre.
- 9.2 Each accommodation may only be occupied by the maximum number of persons described in the brochure of the accommodation concerned. Also, guests may not stay in an accommodation if these persons are not registered during the booking or at the Reception. See 2.6.
- 9.3 If the restaurant, café and meeting room rental companies present in the park provide you with hospitality services or enter into hospitality agreements with you, the Dutch Uniform Conditions for the Hotel and Catering Industry (UVH) are applicable to these services and agreements. A copy of these Conditions can be obtained on request (free of charge) from the reception and can be viewed on www.efteling.com.
- 9.4 The Accommodation reserves the right to amend the approach and opening times of the facilities and of the accommodations of the Accommodations. For reasons of required maintenance, you will have to allow, without any right to compensation, work to be carried out to the accommodation or other facilities during your stay.
- 9.5 For safety reasons it is not allowed to place tents at the accommodation.
- 9.6 The tenant must leave the accommodation broom clean (so: do not leave dirty dishes, remove bedding from the beds and fold it up, clean kitchen and refrigerator, place bin bag in the container).
- 9.7 In case of non-compliance or breach of the regulations included in these General Conditions, the Park Regulations, the House Regulations and/or not responding to the instructions of the staff, the Accommodation has the right to access an accommodation and/or to immediately remove you or any other user from the park, without any rights arising to restitution of the rental sum or a part thereof and/or any other indemnification.
- 9.8 If the park management has serious reasons to believe that the guest of an accommodation is acting illegally and/or is in breach of public order and/or morality, the park management is authorised to access the accommodation. Furthermore, the Accommodation always has the right to access the rented accommodation for inspection and/or to carry out (or cause to carry out) maintenance, without the guest being entitled to whole or partial restitution of the (rental)

sums paid or still to be paid. The Accommodations also have the right to temporarily take buildings and installations out of service for maintenance work, without the guest being entitled to whole or partial restitution of the (rental) sums paid or still to be paid.

9.9 Swimming and/or other types of water sports/recreations is not allowed in the water features present in the holiday parks of the Accommodation.

9.10 It is strictly forbidden to barbecue on the grounds of the Hotels & Resorts due to risk of fire. It is also strictly forbidden to table-top grill and deep-fry in the houses of Holiday Village Efteling Loonsche Land and the family and hotel rooms of the Landhuys and Poorthuys in Holiday Village Efteling Bosrijk.

9.11 Noise pollution is not accepted. It is strictly forbidden to place audio equipment outside the home and/or to turn the volume up high enough to cause hindrance to other guests of the Accommodation. In the case of hindrance caused, if you do not follow the instructions of the staff, the Accommodation has the right to immediately remove you or any other user from the park, without any rights arising to restitution of the rental sum or a part thereof and/or any other indemnification.

9.12 Accommodation and covered facilities of the Accommodation are smoke-free. If a guest/user is in breach of this smoking ban, the Accommodation is entitled to impose an immediately payable fine of € 200.00 per accommodation, without any notification being required, and without prejudice to the right of the Accommodation to compensation of the damages suffered/to be suffered in consequence.

10. Pets

10.1 Except for dogs, pets are not allowed in the Accommodation. Depending on the accommodation at most one or two dogs are allowed by the Accommodation. If you and/or other guests wish to bring dogs, this must be mentioned when booking. In that case the Accommodation will charge you a surcharge. The Accommodation reserves the right to refuse dogs access to the park without statement of the reasons. Dogs of visitors and/or guests other than indicated on the registration form are not allowed. The use of a cage for your dog(s), supplied by yourself, is mandatory inside the accommodation.

10.2 Dogs or any other animals have no access to some types of accommodation, the Landhuys and the Poorthuys in Bosrijk, the Woodland House in the Loonsche Land, water features, central facilities and other public spaces on the site of the Accommodation (unless indicated differently at the location). Outside the accommodation dogs must be leashed. Local instructions must be adhered to. The dogs may not cause hindrance to the other guests.

10.3 Various dog-walking zones are provided. Your dog may not be walked in other places. The dog-walking zones must at all times be kept clean.

11. Use of accommodation; inventory; care resources

11.1 The guest and guests are jointly and severally liable for the orderly state of affairs in and around the rented accommodation or elsewhere on the grounds of the Accommodation, the use of the accommodation and the equipment and inventory present therein.

11.2 Furthermore, the guest and those who accompany the guest are always jointly and severally liable for damages by breakage and/or loss and/or damage to inventory and/or accommodation. The tenant must immediately notify the Reception of the Accommodation of

any damage, and immediately reimburse it, unless the tenant can prove that the damage did not arise through his fault, or the fault of other guests or one of the members of his company.

- 11.3 If you need to make use of care resources (e.g. an adapted bed, oxygen bottles, a shower chair etc.) during your stay, you must arrange this at your own risk and for your own account. The Accommodations do not accept any liability for damage to or by the care resources you have arranged, nor for the not being present (on time) of these care resources.

12. Deposit

- 12.1 The Accommodation may request a deposit from you on booking or at the start of the stay. The deposit amounts to € 500.00 per accommodation, but may be increased by the Accommodation in the case of rental by groups.

- 12.2 The deposit serves as a guarantee for damages and/or costs - in the broadest sense of the word - which the Accommodation could suffer and/or has to incur in the case of non-compliance with the obligations by guests and those accompanying the guest.

- 12.3 If the deposit is not immediately paid the Accommodation is entitled to refuse the guest and/or accompanying guests access to and use of the accommodation.

- 12.4 If you fail to pay the deposit, the Accommodation is furthermore entitled to dissolve the agreement with immediate effect (cancellation).

- 12.5 The deposit or any remainder thereof is refunded to the guest(s) after offsetting of claims of the Accommodation (damage to inventory / accommodation and/or other costs). Possible (further) claims for damages are not affected by this refund.

13. Cancellation costs

- 13.1 If you cancel a booking, cancellation costs will be charged. On cancellation a compensation must be paid to the Accommodation, as set out below:

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

- 13.2 You can avoid this risk by taking part in the cancellation protection waiver scheme. The costs of this are € 3.50 per person. For larger groups a separate cancellation protection scheme may be agreed upon request. Taking part in this cancellation protection scheme protects you against the costs of a cancellation caused by one of the following events, if proven with an official statement which must be submitted within 14 days after cancellation, on penalty of lapsing of the safeguard for cancellation costs. If an official statement cannot be submitted, the Accommodation reserves the right to instigate an investigation, and the Accommodation will then decide if the cancellation comes under the circumstances mentioned hereafter. Circumstances which come under the cancellation protection scheme:

1. Death, acute illness* or accident of the person who made the booking, their partner or one of their family members. (*hospital admission, serious illnesses, complications during pregnancy etc. for which a doctor's statement must be submitted)
2. Early termination of your stay due to the death of a family member in the first degree of the person who made the booking, their partner or one of their family members.

3. Early termination of your stay due to fire, storm damage or lightning strike to or in the house or household effects of the person who made the booking, their partner or one of their family members.

In case of early termination of your stay because of one of the aforementioned reasons, a percentage of the booking value, pro rata of the number of days stayed, will not be charged/refunded. If you unexpectedly have to cancel your stay and are not a participant in this cancellation protection scheme, you will be 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 any further notification, this is deemed to be a cancellation.

14. Force Majeure and amendments

- 14.1 In the case the Accommodation - temporarily or otherwise - is unable to entirely or partially fulfil its obligations under the agreement because of force majeure, it will submit a proposal for amendment (for other accommodation/other period etc) to you within 14 days after the Accommodation became aware of the impossibility to fulfil its obligations under the agreement.

- 14.2 The Accommodation is subject to force majeure if the fulfilment of the obligations under the agreement, entirely or partially, temporarily or not, is prevented outside the will of the Accommodation, including by danger of war, (personnel) strikes, blockades, floods and other faults or events.

- 14.3 You are entitled to reject the proposal for amendment. If you reject the proposal for amendment you must notify the Accommodation of this within 14 days after receipt of the proposal, but at the latest before arrival. In that case the Accommodation has the right to dissolve the agreement with immediate effect. You are then entitled to waiving and/or restitution of the (already paid part of) the rental sum. The Accommodation will in such case not be liable for compensation for any possible damages.

15. Termination

The Accommodation has at all times the right to terminate the agreement with immediate effect, if during the booking the personal details of yourself and/or other guests were incompletely and/or incorrectly provided. In that case no restitution of the rental sum or a part thereof will take place, and the Accommodation will not be liable for any other type of compensation.

16. Liability

- 16.1 Apart from the provisions of article 12 of the applicable RECRON regarding liability, the provisions below also apply.
- 16.2 You, and the user, are severally liable for all loss and/or damage to the rented accommodation and/or any other property of the Accommodation occurring during the use thereof by yourself and/or other guests, regardless of whether this is a result of an act or omission of yourself and/or third parties which are present in the Accommodation with your permission.
- 16.3 You indemnify the Accommodation against any claims by third parties regarding damages which are (also) the result of any act or omission by yourself, other guests, your travelling companions or third parties which are present at the park with your approval/knowledge.

- 16.4 When the accommodation is not used and/or left in the correct manner, including but not limited to excessive soiling of the accommodation, additional costs will be charged, which you are then obliged to pay immediately.

17. Complaints

We will do everything possible to immediately resolve complaints or defects. Should you have any complaints, we kindly request you to first notify the Reception of the Accommodation, which is available 24 hours per day. Should the complaint not be dealt with to your satisfaction, you have the possibility, until at the latest 1 month after departure from the Accommodation, to submit the complaint by use of the complaints form on <http://www.efteling.com/NL/Over-Efteling/Over-Efteling-Overige/Over-Efteling-Formulieren/Contact-Formulier.html>.

18. Travel documents

You are solely responsible for having the valid travel documents required for your destination at your disposal. The Accommodation does not accept any liability for the consequences of not having the correct travel documents at your disposal.

20. General

Apparent printing errors and misprints do not bind the Accommodation. The present General Conditions replace all previous publications. The invalidity and/or nullity of one of the separate provisions of the present General Conditions or parts thereof does not affect the validity of the other (parts of) provisions of the present General Conditions. Amendments of and additions to the agreement and/or General Conditions are only valid if done in writing. Exclusively the Dutch Law is applicable to the present legal relationship between the parties (and therefore on the present General Conditions). The provisions of article 13 of the RECRON conditions are applicable in the case of disputes.