

Terms and conditions of Holiday Village Efteling Bosrijk and Holiday Village Efteling Loonsche Land

1. Application

- 1.1 These terms and conditions apply to all offers, bookings and agreements concerning all accommodations and other facilities which are being rented out by Holiday Village Efteling Bosrijk and Holiday Village Efteling Loonsche Land (except for the Loonsche Land Hotel, Loonsche Land themed rooms and Holiday Village Efteling Bosrijk family rooms), as well as to all other services and products offered by the accommodations concerning Hotels or Resorts (hereafter jointly referred to as "the Accommodations").
- 1.2 The RECRON conditions form an integral part of and have been attached to these terms and conditions. The most up-to-date version of the RECRON conditions always applies (www.recron.nl).
- 1.3 In these terms and conditions 'tenant' is understood to be: the person who enters into an agreement with the Accommodations 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 rented by the tenant and/or other facilities and services provided by the Accommodations.
- 1.4 These terms and conditions are applicable regardless of a (prior) reference to possible own terms and conditions or to other terms and conditions. The Accommodations reject all terms and conditions referred to or used by the guest.
- 1.5 Agreements deviating from these terms and conditions are only valid if agreed in writing.

2. Bookings

- 2.1 The Accommodations will only process bookings by persons who are 18 years of age or older. Minors are not allowed to stay in the Accommodations without being accompanied by an adult.
- 2.2 The Accommodations reserve the right to refuse bookings, more specifically group bookings, without stating any reasons 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 claim can be made regarding the booking.
- 2.4 An agreement is concluded between the guest and the Accommodations at the time the booking is made with the Accommodations and the booking has been accepted by the Accommodations.

- 2.5 The agreement concerns the rental of accommodation(s) and/or other facilities for recreational usage, which by their nature are of a short duration, as well as the related other services and products offered by the Accommodations.
- 2.6 All guests present in the accommodation are asked to register by means of the registration form received for this purpose. The main booker is obliged to do so. You will be sent a digital copy of this form. The Accommodations have 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 Accommodations may decide not to accommodate the guests, without this entitling them to any restitution or compensation.
- 2.7 In case of a personal emergency before or during your holiday, it is very important that you have travel and/or cancellation insurance. You are personally responsible for this and can under no circumstances hold Efteling liable.

3. Changes to the agreement

3.1 If you wish to make any changes after the booking has been made, the Accommodations are not obliged to accept these changes. The Accommodations are free to determine if and to what extent the changes are accepted.

Changes made more than 1 month before arrival:

For each change in connection with a booking already made, we charge a change fee of \notin 35.00. The fee will not be charged if you add any services to the booking. Reducing the number of guests is possible up to the minimum occupancy per accommodation (at least 9 persons in a 12-person accommodation / at least 5 persons in an 8-person accommodation / at least 3 persons in a 6-person accommodation).

Changes made within 1 month before arrival:

For each change in connection with a booking already made, we charge a change fee of \notin 35.00. When changing to a cheaper accommodation or reducing the number of persons within 1 month before the start of the stay, the full original travel sum will be payable. If, after making the booking, you wish to cancel one or more accommodations or change the date of the booking, the cancellation conditions contained in Article 13 will apply.

4. Substitution

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

5. Prices

5.1 You owe the Accommodations 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 incurred by the Accommodations (staff, energy, taxes etc.) have demonstrably and unexpectedly risen after the formation of the agreement, the Accommodations have the right to increase their prices and to charge the increased price to you. If this price increase is to become effective within 3 months after the agreement was formed, this price increase will amount to at most 5% of the previously agreed price, and you will have the right to dissolve the agreement on this basis (cancellation).

- 5.2 After booking an accommodation in the Accommodations, you no longer have a right to special prices, discount offers or special tariffs.
- 5.3 All prices are, in so far as applicable, inclusive of 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, the SGR consumer contribution and tourist tax.

7. Payments

- 7.1 If there is a period of more than 6 weeks between the booking date and the arrival date, you must pay at least 30% of the rental sum when booking. Any remaining invoice amount must have been received by the Accommodations at the latest 6 weeks before the starting date of the stay in the Accommodations as stated in the booking confirmation, so the entire booking is fully paid at the latest 6 weeks before arrival.
- 7.3 For bookings within 6 weeks before the start date of the stay, the entire invoice amount must be paid when booking. If there are 48 hours or less between the booking date and the arrival date, the full amount must be paid at the Accommodations.
- 7.4 If upon your arrival at the Accommodations, the amounts due have not yet been fully credited to the bank account of the Accommodations, you must pay the remaining amount at the Accommodations. In the absence of the aforementioned payment, the Accommodations may refuse you the usage of the accommodation and/or other facilities. Should it become clear later that you did issue a payment instruction, but that the amount had not yet been credited to the bank account of the Accommodations on your arrival, restitution of the excess amount paid will take place.
- 7.5 In the absence of timely payment of the sums invoiced, you are in breach immediately after the end of the payment period, and the Accommodations have the right to dissolve the agreement with immediate effect (cancellation), without prejudice to their right to compensation for the loss suffered or to be suffered by the Accommodations in connection with this, including all costs the Accommodations incurred in connection with the booking and dissolution. The Accommodations have 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 set off any claims against the booker on any ground whatsoever against payments made by the booker 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 16.00. On the agreed day of departure, as mentioned in the booking confirmation, you must leave the accommodation before 10.30. If you expect to arrive later than the check-in time, you must inform reception in a timely manner. If you leave prematurely, the total travel sum will remain due.

On the day of arrival at the Accommodations, you are allowed to drive your car to your accommodation between 16.00 and 19.00. This is also allowed on the day of departure between 08.00 and 10.30. Immediately after the unloading/loading of the luggage the cars must be parked in the car park of the Accommodations. Parking in the accommodation area of the Accommodations for any reason other than the unloading/loading of luggage at the aforementioned times is therefore prohibited. Exceptions to this can be guests who may park in the spaces provided for this with a special exemption from the Accommodations. Parking is at your own risk at all times.

- 8.2 If you wish to continue the agreement with the Accommodations for a longer period than initially agreed and the Accommodations agree with this, the Accommodations are 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 at your accommodation therefore has no influence on the total costs of the travel, and therefore no claim can be made for restitution.
- 8.5 Before departure, the guest must leave the accommodation swept clean, remove bed linen, clean the refrigerator and place rubbish bags in the container. Dishwashers should be clean and empty and all crockery should be clean and put away in the drawers and cupboards where it belongs 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 of and/or damage to the site/surroundings of the Accommodations, the Accommodations will directly charge the guest for the costs of damage, which must be paid immediately. If a damage report is to be drawn up, payment will be made subsequently.

9. Regulations

- 9.1 All guests must abide by the rules established by the Accommodations and the park. They can be found at www.efteling.com.
- 9.2 Each accommodation may only be occupied by the maximum number of persons described on the website for 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 restaurants, cafés and meeting room rental companies present in the park provide you with hospitality services or enter into hospitality agreements with you, the Uniform Conditions for the Hotel and Catering Industry (*Uniforme Voorwaarden Horeca*, 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 at <u>Uniforme Voorwaarden Horeca (UHV)</u>.
- 9.4 The Accommodations reserve the right to amend the approach and opening times of the facilities 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 In case of non-compliance or breach of the regulations included in these terms and conditions and the Park Regulations and/or not responding to the instructions of the staff, the Accommodations have the right to access an accommodation and/or to immediately remove the booker and any other user from the park, without any rights arising to restitution of the rental sum or a part thereof and/or any other compensation.
- 9.7 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 Accommodations always have the right to access the rented accommodations for inspection and/or to carry out (or cause to carry out) maintenance, without the guest being entitled to full 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 full or partial restitution of the (rental) sums paid or still to be paid.
- 9.8 Swimming and/or other types of water sports/recreations are not allowed in the ponds present in the holiday parks of the Accommodations.
- 9.9 It is strictly forbidden to barbecue in the grounds of the Hotels & Resorts due to risk of fire. It is also strictly forbidden to use gourmet sets and deep fryers at the Accommodations.
- 9.10 Noise nuisance 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 Accommodations. In the case of hindrance caused, if you do not follow the instructions of the staff, the Accommodations have 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 compensation.
- 9.12 Accommodation and covered facilities of the Accommodations are smoke-free. Outside the accommodations, smoking is only allowed in the designated areas. If a guest/user is in breach of this smoking ban, the Accommodations are 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 Accommodations to compensation of the damage suffered and/or to be suffered in consequence.

10. Pets

- 10.1 Except for dogs, pets are not allowed in the Accommodations. Depending on the accommodation at most one or two dogs are allowed by the Accommodations. If you wish to bring dogs, you must state this at the time of booking. In that case the Accommodations will charge you a surcharge. The Accommodations reserve the right to refuse dogs access to the park without stating reasons. Dogs of visitors and/or guests other than indicated on the registration form are not allowed. The use of a cage for dog(s), supplied by yourself, is mandatory. As soon as the dog is left alone in the accommodation, the dog must stay in the cage at all times.
- 10.2 Dogs or any other animals have no access to some types of accommodation; the Landhuys family rooms and the Poorthuys family rooms in Holiday Village Efteling Bosrijk, the Woodland House in the Loonsche Land, ponds, central facilities and other public spaces on the site of the Accommodations (unless indicated differently at the location). Outside the accommodation dogs must be kept on a lead. Local instructions must be adhered to. Dogs may not cause nuisance to other guests. We only have a limited number of accommodations available where dogs are allowed. When making the booking, you must therefore indicate whether a dog will be present during the stay.
- 10.3 Various dog-walking zones are provided. Dogs may not be walked in other places. The dogwalking 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 Accommodations, 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 Accommodations 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. If we are required to make a damage report, the costs will be charged after the stay.
- 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 at your own cost. The Accommodations do not accept any liability for damage to the care resources arranged, nor for absence (or delay of delivery) of these care resources.

Care resources can be delivered from 15.00 on the day of arrival and must be collected by 11.30 on the day of departure at the latest.

12. Deposit

12.1 The Accommodations may request a deposit when the booking is made or at the start of the stay. The deposit amounts to € 500.00 per accommodation, but may be increased by the Accommodations in the case of rental by groups.

- 12.2 The deposit serves as a guarantee for damage and/or costs in the broadest sense of the word which the Accommodations could suffer and/or have 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 Accommodations are 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 Accommodations are furthermore entitled to dissolve the agreement with immediate effect (cancellation).
- 12.5 The deposit or any remainder thereof is refunded after settlement of any claims the Accommodations have against guests (damage to inventory / accommodation and/or other costs). Any (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 fee must be paid to the Accommodations, as set out below: Moreover, the full amount of the SGR consumer contribution and the booking fee will be charged in addition to the cancellation costs.

More than 3 months before the arrival date	15%
More than 2 months before the arrival date	50%
More than 1 month before the arrival date	75%
Less than 1 month before the arrival date	90%
7 days or less before the arrival date	100%
On the day itself	100%

13.2 If you have not arrived within 12 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 Accommodations temporarily or otherwise are unable to entirely or partially fulfil their obligations under the agreement because of force majeure, they will submit a proposal for amendment (for other accommodation/other period etc) to you within 14 days after the Accommodations became aware of the impossibility to fulfil their obligations under the agreement.
- 14.2 The Accommodations are subject to force majeure if the fulfilment of the obligations under the agreement, entirely or partially, temporarily or not, is prevented by circumstances beyond the control of the Accommodations, 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 Accommodations of this within 14 days of receipt of the proposal for amendment. In that case the Accommodations have 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 damages.

15. Termination

The Accommodations have at all times the right to terminate the agreement with immediate effect if the personal details of the booker and/or other guests as provided during the booking are incomplete and/or incorrect. In that case no restitution of the rental sum or a part thereof will take place, and the Accommodations will not be obliged to pay any other type of compensation.

16. Liability

- 16.1 Apart from the provisions of article 12 of the applicable RECRON conditions regarding liability, the provisions below also apply.
- 16.2 You and the user are jointly and severally liable for all loss and/or damage to the rented accommodation and/or any other property of the Accommodations 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 Accommodations with your permission.
- 16.3 You indemnify the Accommodations against any claims by third parties regarding damages which are (also) the result of any act or omission by yourself, other guests, 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 to the guest immediately. If a damage report is to be drawn up, payment will be made subsequently.

17. Complaints

We will do everything in our power to resolve complaints or defects without delay. Should you have any complaints, we kindly request you to first notify the Reception of the Accommodations, which is available 24 hours per day. Should the complaint not be resolved satisfactorily, you have a period of up to 1 month after leaving the Accommodations to submit the complaint via <u>Customer service and contact - Efteling</u>.

18. Travel documents

You are solely responsible for having valid travel documents required for the destination in your possession. The Accommodations do not accept any liability for the consequences of not having the correct travel documents in your possession.

20. General

Apparent printing errors and misprints do not bind the Accommodations. The present terms and conditions replace all previous publications. The invalidity and/or nullity of one of the separate provisions of the present terms and conditions and/or parts thereof does not affect the validity of the other (parts of) provisions of the present terms and conditions. Amendments and additions to the agreement and/or terms and conditions are only valid if they are recorded in writing. The present legal relationship between the parties (and consequently also these

terms and conditions) is governed exclusively by Dutch law. The Dispute Settlement Rules contained in Article 13 of the RECRON conditions are applicable in the case of disputes.