

GENERAL TERMS AND CONDITIONS

Applicable to reservations from January 1, 2026

1. APPLICATION

- 1.1. These general terms and conditions apply to all offers, reservations, and agreements regarding all accommodations and other facilities rented by the lessor (as defined below), whether or not acting as an intermediary for the owner (as defined below).
- 1.2. In these general terms and conditions, the following definitions are used:
 - owner: the rightful owner of an accommodation (or their representative) who has offered the accommodation for rent to the lessor;
 - user or guest: the tenant and the persons specified by the tenant who (will) use the accommodation rented by the tenant and/or other facilities;
 - tenant or you: the person who enters into an agreement with the lessor regarding the rental/use of an accommodation and/or other facilities;
 - park: the park where a rented accommodation and/or other facility is located;
 - regulations: the collection of regulations applied to the park, including at least the park regulations (if and insofar as applicable);
 - lessor: Top Villa Verhuur B.V. or an affiliated company.
- 1.3. These general terms and conditions form an integral part of the agreement between you and the lessor, or, in cases where the lessor acts as an intermediary, between you and the owner. The general terms and conditions apply regardless of your (prior) reference to any own conditions or other general terms and conditions. The lessor rejects all conditions to which you refer or that are used by you.
- 1.4. When the lessor acts as an intermediary for an owner, the rights accruing to the lessor under these general terms and conditions also (in part) accrue to the owner.
- 1.5. Agreements deviating from these general terms and conditions are only valid if agreed in writing.
- 1.6. These general terms and conditions have been translated from Dutch into other languages. In the event of discrepancies between the Dutch text and any other language into which these general terms and conditions have been translated, the Dutch text shall prevail.

2. FORMATION OF THE AGREEMENT AND RESERVATIONS

- 2.1. The lessor processes reservations online or by telephone, and only from persons who are 21 years or older. Reservations by persons younger than that age are therefore not valid.
- 2.2. The lessor reserves the right to refuse non-standard reservations, particularly groups, without stating reasons, or to attach special conditions to them.
- 2.3. If the lessor processes your reservation, the lessor will send you a confirmation, which also serves as an invoice, no later than 14 days after making the reservation. You must check this for accuracy immediately upon receipt. Any inaccuracies must be reported to the lessor immediately.
- 2.4. If you have not received a confirmation/invoice 14 days after making the reservation, you must contact the lessor without delay, failing which no appeal can be made to the reservation.
- 2.5. An agreement is formed between you and the lessor or, in cases where the lessor acts as an intermediary, between you and the owner, at the moment the lessor has confirmed the reservation to you. You explicitly agree that the lessor acts as an intermediary for both you and the owner.
- 2.6. The agreement concerns the rental of accommodations and/or other facilities exclusively for recreational use and of short duration.
- 2.7. The lessor informs you that reservations you make are legally final immediately. A right of withdrawal (the so-called cooling-off period) of 14 days does not apply to the agreements you enter into through or with the lessor.

3. CHANGES TO THE AGREEMENT

- 3.1. If you wish to make changes to the agreement after it has been formed, this is possible up to 28 days before arrival. Amendment fees may be charged for changes. After amendment, the booking may not be cheaper than the original booking.
- 3.2. If it should unfortunately be necessary for the lessor to make a change to a reservation booked by you, the lessor will offer you a suitable alternative.

4. SUBSTITUTION

- 4.1. Without prior written permission from the lessor, the tenant and other users are not permitted to transfer the use of the accommodation to persons other than those named in the agreement.
- 4.2. In the event that the lessor grants permission for the takeover of the accommodation, amendment fees will be charged for this. In addition, you remain jointly and severally liable with the substitute tenant and/or users towards the lessor for payment of (i) (the remaining portion of) the rent, (ii) the amendment fees, (iii) any other costs resulting from the takeover of the reservation, and (iv) any cancellation fees.

5. RENTAL PRICES

- 5.1. You owe the lessor the rental price as stated in the confirmation/invoice of the reservation.
- 5.2. After confirmation of the reservation by the lessor, no further use can be made of price discounts and/or special offers.
- 5.3. All prices are, where applicable, inclusive of VAT, unless stated otherwise. Rental prices are starting prices inclusive of sales tax and mandatory additional costs, exclusive of optional additional costs.
- 5.4. The lessor has the right to implement and settle price increases resulting from interim adjustments to statutory regulations or provisions (including, but not limited to VAT, tourist tax, insurance tax) over which the lessor has no influence.

6. ADDITIONAL COSTS

- 6.1. In addition to the rental price, you owe the lessor reservation fees, cleaning costs, and (if applicable) tourist tax. The tourist tax contribution is determined by the municipality of the park's location.

7. PAYMENTS

- 7.1. No later than 14 days after making your reservation, you must make a down payment of 50% of the total amount to the lessor. For reservations within 8 weeks before the start date of your stay, the full amount must be paid in one go.
- 7.2. The remaining amount of the rental price must be received by the lessor no later than 8 weeks before the start date of your stay as stated in the confirmation/invoice.
- 7.3. In the event of untimely payment of the amounts invoiced to you, you are in default immediately after the payment deadline has expired. If (timely) payment is not made, the lessor may deny you the use of the accommodation and/or other facility. In addition, the lessor is entitled to terminate (cancel) the agreement. In such a case, you are liable for all damage that the lessor suffers or will suffer as a result, including at least all costs that the lessor has had to incur in connection with your reservation and the termination of the agreement. In addition, the lessor has the right to charge cancellation fees in accordance with the provisions of article 14.
- 7.4. The lessor always has the right to set off any claims against you on any basis whatsoever with the amounts paid by you on any basis whatsoever.

8. ARRIVAL AND DEPARTURE

- 8.1. The rented accommodation can be occupied on the arrival date as stated on the confirmation/invoice from 16:00. The lessor has the option to change the aforementioned arrival time. On the departure date as stated on the confirmation/invoice, the rented accommodation must be vacated no later than 10:30.

- 8.2. Upon first request, all guests are required to identify themselves at 'check-in'. If guests cannot show identification, the lessor may decide not to accommodate the guests in question.
- 8.3. If you wish to continue the agreement with the lessor for a longer period than the agreed duration and the lessor agrees in writing, the lessor is entitled to designate another accommodation.
- 8.4. If the use of the accommodation and/or other facility is terminated earlier than on the date stated on the confirmation/invoice, the tenant is not entitled to a refund of (a portion of) the rental price and/or any payment by the lessor.

9. RIGHTS AND OBLIGATIONS OF THE TENANT

- 9.1. The accommodation has a digital key. The digital key will be sent digitally to the tenant no later than the morning of the day the rental period begins. The digital key is activated from the check-in time and deactivated from the check-out time, as stated on the relevant park page, unless otherwise specified in the reservation confirmation.
- 9.2. The tenant must have vacated the accommodation no later than the time indicated in the reservation confirmation. If the tenant departs at a later time than the indicated time, the tenant must immediately pay an additional amount – to be charged by the lessor – also for any damage or additional costs for the lessor or third parties as a result of the late departure.
- 9.3. The tenant must behave as a good tenant and use the accommodation in accordance with the reasonable usage instructions given by the lessor or the manager and the House Rules.
- 9.4. The tenant must at all times comply with the House Rules.
- 9.5. The tenant must use bed linen on beds and is not entitled to use beds without sheets.
- 9.6. The tenant may not transfer the rented property to third parties, nor allow more persons to stay overnight than agreed upon in the reservation, unless with written permission from the lessor.
- 9.7. Pets may only be brought if agreed in the reservation. If this is not the case, refusal of the pet or rebooking to another accommodation may result.
- 9.8. The tenant will use the rented property exclusively as a holiday accommodation and may expressly not practice any profession or business therein.
- 9.9. Smoking is not permitted in the accommodation. If this is detected, a fine of at least €250 will be charged. If extra cleaning or repair is required, €500 will be charged plus the actual costs for odor and damage remediation.
- 9.10. It is prohibited to use appliances for cooking or washing purposes in the accommodation other than those installed or placed by the lessor.

- 9.11. The tenant is prohibited from causing nuisance to other residents of the park by making music or noise.
- 9.12. It is not permitted to stay in the accommodation with youth groups. The lessor reserves the right to refuse or remove youth groups in case of nuisance, without entitlement to refund, settlement, or compensation for the tenant.
- 9.13. The tenant is required to park their vehicles in the designated places. Parking in gardens and on lawns is prohibited.
- 9.14. Upon departure, the tenant must leave the accommodation in a proper state, meaning broom-clean. Items present in the accommodation must always be returned to their original place (as upon arrival). Dishes must be washed and stored in the designated place, bed linen must be removed, kitchen and refrigerator must be left clean, and garbage must be deposited in the designated container. The manager is entitled to perform a final inspection immediately after departure. If the manager finds that (several) items have not been returned to their original place or if the accommodation is not broom-clean, or otherwise not in order, the lessor is entitled to charge extra (cleaning) costs to the tenant.
- 9.15. The tenant ensures that co-tenants and/or visitors also comply with the obligations mentioned in this article.
- 9.16. In the event of violation of one or more of the obligations mentioned in this article under points 1 to 15, the lessor reserves the right to remove the tenant and co-tenants, without entitlement to refund, settlement, or compensation for the tenant.

10. REGULATIONS

- 10.1. All guests must comply with the applicable rules, as recorded in the House Rules. The aforementioned regulations can be requested from the lessor or found online.
- 10.2. The lessor reserves the right to make changes to the regulations, the layout, and the opening hours of the park's facilities, including partial or complete closure thereof, without you being entitled to compensation.
- 10.3. In the event of violation of the rules contained in these general terms and conditions, the applicable regulations, failure to follow instructions from staff, and/or a serious suspicion that a tenant is acting contrary to the law, public order, and/or good morals, the lessor has the right to immediately remove you and every guest in your travel party from the park, without refund of the rent or a portion thereof.
- 10.4. If the manager has a serious suspicion that a tenant is acting contrary to the law, public order, and/or good morals, the park management is authorized to gain access to the relevant accommodation.

11. PETS

- 11.1. A maximum of one or two pets are allowed, exclusively (i) in accommodations designated for that purpose, (ii) if they have been specified in the reservation, (iii) if they possess a European pet passport showing that they meet the health and vaccination requirements set in the country of the park, and (iv) upon payment of a (cleaning) surcharge. Notwithstanding the foregoing, no (cleaning) surcharge applies to caged pets. Pets of visitors are not allowed. In addition, the lessor reserves the right to refuse pets (without stating reasons).
- 11.2. Pets are not allowed at/in water bodies, swimming pools, and other wellness and other (public) areas in the park, unless otherwise indicated. In addition, pets must be leashed at all times outside the accommodation. Instructions on site must be followed, and pets must not cause nuisance to other guests.
- 11.3. A basket must be brought for dogs. Flea protection is mandatory for dogs/cats.

12. USE OF ACCOMMODATION

- 12.1. The accommodation is provided to you in good condition. If you believe that the accommodation is not in good condition, you must report this immediately to the manager and/or Service & Support.
- 12.2. An accommodation may only be occupied by the maximum number of guests stated on the lessor's website for the relevant accommodation.
- 12.3. The accommodation may only be used (i) by the tenant and the guests who are part of their travel party, and (ii) for recreational purposes. Temporary or permanent residence is not permitted.
- 12.4. The tenant is obliged to treat the accommodation and any inventory carefully. The tenant and guests are always jointly and severally liable for damage due to breakage, loss, and/or damage to inventory and/or accommodation. Any damage must be reported immediately by the tenant and compensated, unless the tenant can prove that the occurrence of the damage is not due to fault on their part or the other guests in the party.
- 12.5. The tenant and guests are each jointly and severally liable for orderly conduct in and around the rented accommodation and/or elsewhere in the park, and for the use of the accommodation and the equipment present therein.
- 12.6. The tenant will allow necessary maintenance work to be carried out on the accommodation or other facilities during the stay without entitlement to compensation.
- 12.7. For safety reasons, it is not permitted to place tents near accommodations.

13. USE OF INTERNET

- 13.1. The lessor provides guests with access to the internet via a WiFi network. The tenant is responsible for its correct use. The lessor is not liable for damage resulting from the use of the internet or from network disruptions.

13.2. Users must behave when using the internet as may be expected from a responsible and careful internet user. They must respect legal rules and refrain from behavior that causes hindrance to other internet users or causes damage to the lessor in the broadest sense of the word. Users will refrain from visiting websites that have an unlawful character or that do not align with the reputation of the lessor as a provider of accommodations.

13.3. Upon detection or suspicion of hindrance to third parties and/or (other) internet abuse by any user, the lessor has the right to partially or fully block access to the internet without further notice.

13.4. The tenant indemnifies the lessor against claims from third parties for compensation of damage that these third parties could (attempt to) recover from the lessor in any way, insofar as this claim is based on the use made of the internet by the tenant and co-users.

14. CANCELLATION

14.1. Reservations made more than 42 days before the start of the stay can be canceled free of charge within 14 days of placement. All other cancellations incur costs. If payment has been made with a voucher, you will receive a new voucher for this.

14.2. The cancellation fees amount to 30% of the total reservation amount for cancellation up to 28 days before the arrival date, and the full amount for cancellation from the 28th day before arrival.

14.3. If you have not arrived within 24 hours of the intended start date of your stay without further notice, this is considered a cancellation. In that case, you owe the full amount of your reservation.

15. FORCE MAJEURE AND AMENDMENT

15.1. In the event that the lessor is temporarily or otherwise unable to perform the agreement in whole or in part due to force majeure, the lessor may submit an amendment proposal (for other accommodation/another period, etc.) within 14 days after becoming aware of the impossibility to fulfill the agreement. Suspension of the performance of obligations by the lessor is permitted if circumstances beyond the control of the lessor occur. The lessor will in no case be obliged to pay any damage or costs.

15.2. Force majeure on the part of the lessor exists if the lessor is wholly or partially, temporarily or otherwise, prevented from performing the agreement due to circumstances beyond the control of the lessor, including threat of war, government measures, personnel strikes, blockades, fire, floods, and other disruptions or events.

16. TERMINATION

16.1 The lessor has the right at all times to terminate the agreement with immediate effect if personal data of you and/or other users are provided incompletely and/or incorrectly during reservation. In such a case, no refund of the rent or a portion thereof will take place.

17. LIABILITY

- 17.1. The use of the accommodation and all facilities and services in the park is at your own risk. The lessor accepts no liability for theft, loss, or damage to property or persons, of any nature whatsoever, and regardless of the cause thereof, during or as a result of a stay in our park and/or the rental/use of an accommodation and/or other facilities of the lessor, unless there is intent or gross negligence on the part of the lessor or (one of) its employees.
- 17.2. The lessor is not liable for disruptions in service or defects in services provided by third parties.
- 17.3. The tenant and every user is jointly and severally liable for all loss and/or damage to the rented accommodation and/or other property of the lessor that arises during its use by you and/or other users, regardless of whether this is the result of acts or omissions by yourself and/or third parties who are in the park with your permission.
- 17.4. The tenant indemnifies the lessor against all claims regarding damage from third parties that are the result of any act or omission by yourself, other users, your travel companions, or third parties who are in the park with your permission. This includes any violation of applicable laws and regulations.
- 17.5. In the event of improper use or improper leaving of the accommodation, including but not limited to excessive soiling, extra costs will be charged, which you are obliged to pay immediately.

18. COMPLAINTS

- 18.1. Despite the care and efforts of the lessor, you may believe that you have a justified complaint regarding your holiday accommodation. This complaint must first be reported directly on site to the park management. If the complaint is not handled to your satisfaction, you have up to 1 month after the departure date to submit the complaint in writing, stating the reservation number, name and address details, stay date, park name, and accommodation number, to info@villaparchaaksbergen.nl. The complaint will then be handled with the utmost care. If this also does not lead to a satisfactory solution, you have up to 3 months after the departure date to have the complaint handled by:
- forbrugerklagenævnet, for guests from Denmark;
 - the Disputes Committee for Recreation in The Hague (www.degeschillencommissie.nl), for guests from the Netherlands;
 - the online complaints portal of the European Commission, for guests from all other countries.
- 18.2. Decisions of the Disputes Committee have the force of a binding advice.
- 18.3. In the event that the lessor acts as an intermediary for the owner, the lessor cannot acknowledge liability for your complaint. When the lessor assists in resolving your complaint, it does so solely as an intermediary for the owner. The lessor is not liable to you for any refund and/or compensation.

19. PRIVACY

- 19.1. All data you provide to us is included in a file. The data file is used for our guest administration. This data may also be used to provide targeted information and offers about our and related products and services, both by ourselves and by third parties. To tailor this information and special offers as much as possible to your interests, we may combine your data with data known to other companies. A detailed description of how we process your data can be found on our website under the "privacy policy" section.
- 19.2. Upon your request, we will improve, supplement, delete, or block your data if the data is factually incorrect, for example. This may result in you no longer being able to use (part of) our services. You have the right to request us to inform you whether personal data relating to you is being processed.
- 19.3. If you do not wish to receive interesting information or offers, you can let us know by sending an email to info@villaparchaaksbergen.nl.

20. GENERAL

- 20.1. You are responsible for possessing the valid travel documents required for your destination. The lessor accepts no liability for the consequences arising from not possessing the correct travel documents.
- 20.2. The lessor will send its correspondence digitally, unless this proves impossible.
- 20.3. Obvious printing and typesetting errors do not bind the lessor.
- 20.4. These general terms and conditions supersede all previous publications of general terms and conditions.

21. APPLICABLE LAW

- 21.1. The agreement between you and the lessor is governed exclusively by Dutch law.