



## General Terms and Conditions RECRON

### Article 1: Definitions

In these terms and conditions, the following definitions apply:

- a. **holiday accommodation:** tent, folding camper, motorhome, (static) caravan, bungalow, summer house, hiker's cabin, and similar;
- b. **entrepreneur:** the company, institution, or association that makes the holiday accommodation available to the holidaymaker;
- c. **holidaymaker:** the person who enters into the agreement with the entrepreneur regarding the holiday accommodation;
- d. **co-holidaymaker:** the person(s) also listed in the agreement;
- e. **third party:** any other person who is not the holidaymaker and/or co-holidaymaker(s);
- f. **agreed price:** the fee paid for the use of the holiday accommodation; a price list must indicate what is not included in the price;
- g. **costs:** all costs for the entrepreneur related to the operation of the recreational business;
- h. **information:** written/electronic data regarding the use of the holiday accommodation, the facilities, and the rules regarding the stay;
- j. **cancellation:** the written termination by the holidaymaker of the agreement prior to the commencement date of the stay.

### Article 2: Content of the Agreement

1. The entrepreneur shall provide the holidaymaker, for recreational purposes only and not for permanent residence, with a holiday accommodation of the agreed type for the agreed period and at the agreed price.
2. The entrepreneur is obliged to provide the holidaymaker in advance with the written information upon which this agreement is also based. The entrepreneur shall notify the holidaymaker of any changes in this information in a timely manner and in writing.
3. If the information differs substantially from what was provided at the time the agreement was concluded, the holidaymaker has the right to cancel the agreement free of charge.
4. The holidaymaker is obliged to comply with the agreement and the accompanying information. He is also responsible for ensuring that co-holidaymaker(s) and/or third party/parties visiting and/or staying with him comply with the agreement and the accompanying information.
5. If any provision of the agreement and/or accompanying information conflicts with the RECRON terms and conditions, the RECRON terms and conditions shall prevail. This does not affect the right of the holidaymaker and the entrepreneur to make individual additional agreements, provided these deviate in favor of the holidaymaker from these conditions.

### Article 3: Duration and Termination of the Agreement

The agreement shall automatically end upon expiry of the agreed period, without requiring a notice of termination.

### Article 4: Price and Price Changes

1. The price is agreed upon based on the rates applicable at that time, as determined by the entrepreneur
2. If, after the price has been determined, additional costs arise due to an increase in charges on the entrepreneur's side—resulting from changes in levies and/or taxes directly related to the holiday accommodation or the holidaymaker—these may be passed on to the holidaymaker, even after the agreement has been concluded.



**Article 5: Payment**

1. The holidaymaker must make payments in euros, unless otherwise agreed, observing the agreed payment deadlines.
2. If the holidaymaker fails to meet their payment obligations within two weeks after a written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the right to full payment of the agreed price.
3. If the entrepreneur has not received the full amount due on the day of arrival, they are entitled to deny the holidaymaker access to the holiday accommodation, without prejudice to the right to full payment of the agreed price.
4. Any reasonable extrajudicial collection costs incurred by the entrepreneur following a notice of default shall be borne by the holidaymaker. If the total amount is not paid on time, the statutory interest rate on the outstanding amount will be charged after a written demand.

**Article 6: Cancellation (only applicable if you have taken out a cancellation insurance with us)**

1. In the event of cancellation, the holidaymaker shall pay the entrepreneur a cancellation fee. This amounts to:
  - Cancellation more than four months before the arrival date: **15%** of the agreed price
  - Cancellation between four and two months before the arrival date: **50%** of the agreed price
  - Cancellation between two and one month before the arrival date: **75%** of the agreed price
  - Cancellation within one month before the arrival date: **90%** of the agreed price
  - Cancellation on the day of arrival: **100%** of the agreed price
2. The fee will be proportionally refunded, minus administration costs, if the accommodation is reserved by a third party—suggested by the holidaymaker and with written consent from the entrepreneur—for the same period or part of it.

**Article 7: Use by Third Parties**

1. Use of the holiday accommodation by third parties is only permitted if the entrepreneur has given prior written permission.
2. Conditions may be attached to such permission, which must be specified in writing in advance.

**Article 8: Early Departure by the Holidaymaker**

The holidaymaker remains liable for payment of the full price for the agreed period, even if they leave early.

**Article 9: Premature Termination by the Entrepreneur and Eviction Due to Attributable Shortcoming and/or Unlawful Acts**

The entrepreneur may terminate the agreement with immediate effect:

- a. If the holidaymaker, co-holidaymaker(s), and/or third party/parties fail to comply with the obligations under the agreement, accompanying information, and/or government regulations, even after a written warning, to such a degree that continuation of the agreement cannot reasonably be expected of the entrepreneur;
- b. If the holidaymaker, despite a prior written warning, causes nuisance to the entrepreneur and/or other guests, or spoils the atmosphere on or near the premises;
- c. If the holidaymaker, despite a prior written warning, uses the accommodation contrary to the designated use of the premises.

1. If the entrepreneur wishes to terminate the agreement and evict the holidaymaker, this must be communicated in writing and delivered personally. The notice must refer to the right to submit the dispute to the Disputes Committee and mention the deadline as stated in Article 13, paragraph 3. In urgent cases, the written warning may be omitted.
2. After termination, the holidaymaker must vacate the accommodation and leave the premises as soon as possible, but no later than within 4 hours.
3. The holidaymaker remains obliged to pay the agreed price.



**Article 10: Laws and Regulations**

1. The entrepreneur must ensure that the holiday accommodation, both internally and externally, complies with all environmental and safety requirements imposed by the authorities.
2. The holidaymaker is required to strictly comply with all safety regulations in force on the premises. The holidaymaker must also ensure that co-holidaymakers and/or third parties visiting or staying with them do the same.

**Article 11: Maintenance and Construction**

1. The entrepreneur must maintain the recreational site and central facilities in good condition.
2. The holidaymaker must keep the accommodation and its immediate surroundings in the same condition as received throughout the duration of the agreement.
3. The holidaymaker, co-holidaymaker(s), and/or third party/parties are not allowed to dig, cut down trees, trim bushes, or carry out any similar activities on the premises.

**Article 12: Liability**

1. The entrepreneur is not liable for accidents, theft, or damage on the premises unless this is due to a shortcoming attributable to the entrepreneur.
2. The entrepreneur is not liable for the effects of extreme weather conditions or other forms of force majeure.
3. The entrepreneur is liable for failures in utility services unless force majeure applies.
4. The holidaymaker is liable to the entrepreneur for damages caused by acts or omissions of themselves, co-holidaymaker(s), and/or third party/parties, to the extent that such damage can be attributed to them.
5. The entrepreneur is obligated to take appropriate action after receiving a complaint from the holidaymaker regarding nuisance caused by other guests.

**Article 13: Amendments**

Amendments to the RECRON terms and conditions can only be made in consultation with consumer organizations, represented in this case by the ANWB and the Consumers' Association.