

General Terms and Conditions Camping Schaartven

Article 1: Definitions

in these terms and conditions, the following definitions apply:

- Holiday accommodation: tent, folding caravan, motorhome, touring caravan, summer house, hiker's cabin, apartment and similar;
- **Entrepreneur**: the company, institution or association that makes the holiday accommodation available to the recreational guest;
- **Recreational guest**: the person who enters into the agreement concerning the holiday accommodation with the entrepreneur;
- **Co-recreational guest**: the person(s) indicated as such in the agreement;
- Third party: any other person, not being the recreational guest and/or his corecreational guest(s);
- Agreed price: the fee paid for the use of the holiday accommodation;
 A price list must state what is not included in the price;
- **Costs**: all costs for the entrepreneur related to the operation of the recreation business;
- **Information**: written/electronic data about the use of the holiday accommodation, the facilities and the rules regarding the stay;
- **Cancellation**: the written termination of the agreement by the recreational guest, before the start date of the stay

Article 2: Content of the Agreement

The entrepreneur makes available to the recreational guest a holiday accommodation of the agreed type or kind, for the agreed period and the agreed price, for recreational purposes, i.e., not for permanent residence and/or registration in the BRP (Personal Records Database).

The entrepreneur is obliged to provide the recreational guest with the written information, on the basis of which this agreement is partly concluded, in advance. The entrepreneur will always inform the recreational guest of any changes thereto in writing in a timely manner.



If the information deviates significantly from the information provided when the agreement was entered into, the recreational guest has the right to cancel the agreement without incurring costs.

The recreational guest is obliged to comply with the agreement and the associated information.

He/she ensures that co-recreational guest(s) and/or third party(ies) visiting him/her and/or staying with him/her comply with the agreement and the associated information.

Article 3: Duration and End of the Agreement

The agreement ends automatically after the expiry of the agreed period, without requiring termination.

Article 4: Price and Price Change

The price is agreed upon based on the current rates set by the entrepreneur. If, after the agreed price has been determined, extra costs arise due to an increase in charges on the part of the entrepreneur, as a result of a change in charges and/or levies directly related to the holiday accommodation or the recreational guest, these can be passed on to the recreational guest, even after the conclusion of the agreement.

Article 5: Payment

The recreational guest must make payments in euros, unless otherwise agreed, observing the agreed terms.

If the recreational guest, despite a prior written reminder, fails to fulfill his payment obligation within a period of one week after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right to full payment of the agreed price.

The entrepreneur is not in possession of the total amount due on the day of arrival, he is entitled to deny the recreational guest access to the holiday accommodation, without prejudice to the entrepreneur's right to full payment of the agreed price.



The reasonably incurred extrajudicial costs by the entrepreneur, after a notice of default, shall be borne by the recreational guest.

If the total amount has not been paid in time, after a written summons, the legally stipulated interest rate on the outstanding amount will be charged.

Article 6: Cancellation

- 1. In case of cancellation, the recreational guest pays a fee to the entrepreneur. This amounts to:
 - for cancellation within 90 days before the start date, 25% of the agreed price.
 - For cancellation within one month before the start date, 50% of the agreed price.
 - For cancellation within one week before the start date, 75% of the agreed price.
 - For cancellation within 24 hours before the start date, 100% of the agreed price.
- 2. There are always costs associated with cancellation. This is regardless of the reason!
 - We advise you to take out cancellation insurance for these costs.
 - Costs not covered by your insurance company are at your own risk.

Article 7: Use by Third Parties

Use of the holiday accommodation by third parties is only permitted if the entrepreneur has given written permission for this.

Conditions may be attached to the given permission, which must then be established in writing beforehand.

Article 8: Early Departure of the Recreational Guest

The recreational guest owes the full price for an agreed tariff period.



Article 9: Interim Termination by the Entrepreneur and Eviction in case of an Attributable Shortcoming and/or Unlawful Act.

The entrepreneur can terminate the agreement with immediate effect:

- If the recreational guest, co-recreational guest(s) and/or third party(ies) do not, or do not properly, comply with the obligations arising from the agreement, the associated information and/or safety regulations, despite prior written warning, and to such an extent that, by standards of reasonableness and fairness, the entrepreneur cannot be expected to continue the agreement;
- If the recreational guest, despite prior written warning, causes nuisance to the entrepreneur and/or co-recreational guests, or spoils the good atmosphere on, or in the immediate vicinity of the premises;
- If the recreational guest, despite prior written warning, acts in violation of the purpose of the premises by using the holiday accommodation.

If the entrepreneur wishes interim termination and eviction, he must inform the recreational guest by a letter handed over personally.

The written warning can be omitted in urgent cases.

After termination, the recreational guest must ensure that the holiday accommodation is vacated and leave the premises as soon as possible, but no later than within 4 hours.

The recreational guest remains in principle obliged to pay the agreed rate.

Article 10: Laws and Regulations

The entrepreneur always ensures that the holiday accommodation, both internally and externally, complies with all environmental and safety requirements that may be imposed by the government on the holiday accommodation.

The recreational guest is obliged to strictly comply with all safety regulations applicable on the premises.

He/she also ensures that co-recreational guest(s) and/or third party(ies) visiting him/her and/or staying with him/her strictly comply with the safety regulations applicable on the premises.



Article 11: Maintenance and Construction

The entrepreneur is obliged to keep the recreation area and the central facilities in good condition.

The recreational guest is obliged to keep the holiday accommodation and the immediate surroundings, during the term of the agreement, in the same state in which the recreational guest received it.

The recreational guest, co-recreational guest(s) and/or third party(ies) are not permitted to dig on the premises, cut down trees, prune bushes or perform any other activity of a similar nature.

Article 12: Liability

The entrepreneur is not liable for an accident, theft or damage on his premises, unless this is the result of a shortcoming attributable to the entrepreneur.

The entrepreneur is not liable for consequences of extreme weather conditions or other forms of force majeure.

The recreational guest is liable to the entrepreneur for damage caused by his/her own actions or omissions, those of co-recreational guest(s) and/or third party(ies), insofar as it concerns damage attributable to the recreational guest, the co-recreational guest(s) and/or third party(ies).

The entrepreneur undertakes to take appropriate measures after the recreational guest reports nuisance caused by other recreational guests.

The recreational guest has been informed (Welcome Letter) that branches may fall from the trees on the premises.

The entrepreneur is not responsible for damage caused by falling branches. The recreational guest has been informed (Welcome Letter) that there may be holes and pits on the premises.

This is due to the presence of rabbits, moles and other animals.



Article 13: Dispute Resolution

- 1. Dutch law applies to all disputes concerning the agreement.
 - Only a Dutch Court has jurisdiction to hear these disputes.
 - Without prejudice to the provisions of paragraph 3, this does not affect, in places where the conditions refer to it, recourse to the civil court.

Additional Regulations

Arrival and Departure Times

Arrival after 1:00 PM and before 6:00 PM.

Departure after 8:00 AM and before 12:00 PM.

If you wish to depart later or earlier, this is only possible after consultation with, and approval of, the owner/manager.

Extra costs for extension (pitch for camping or motorhome) departure until 6:00 PM: Euro 8.00.

Reception Opening Hours:

from 9:00 AM - 12:00 PM and 1:00 PM - 5:00 PM.

Pitches

Each pitch has a power connection; for now, an amount per day (\notin 4,-) will be charged, for which you can use 4 kWh per day; higher consumption will be settled at \notin 0.75 per kWh. As soon as it is technically working, we will charge \notin 1,- per day plus the consumption measured in kWh. Cost per kWh \notin 0.60. Every two pitches have a water tap and drainage point.

You can have your chemical toilet emptied automatically and free of charge in the CamperClean machine.

If you have a so-called porta potti or similar, you can use the designated "chemical toilet disposal tank" on the outside of the campsite, middle green door, to the left of the gate.



Sanitary facilities

We kindly request that you leave the sanitary facilities clean and tidy after use for the next guest.

Motorhome Pitches

On the motorhome pitches, you should park your motorhome with the nose towards the water.

This is to ensure that there is still a full view of the water from "the second row."

If you are on a motorhome pitch with a caravan, the same applies.

If you are on a motorhome pitch with a caravan, you may use an awning, not a full tent.

This is also to keep the view for others as clear as possible.

Deviations from this are only possible outside of peak season and busy days.

Only the campsite owner determines if it is busy.

Use of Air Conditioning:

Air conditioning may be used from 10:00 AM to 10:00 PM.

When using air conditioning, electricity consumption costs will increase significantly. Please keep this in mind.



Cars

Only on the camping grounds during arrival and departure with the caravan or tent, after that on the designated parking spaces.

After 10:00 PM, no driving on the premises is allowed.

You can park or drive out your car in the parking lot day and night.

The entrance gate opens automatically when you enter the code when driving in or press the button when driving out.

You must always drive at walking pace on the premises.

Charging electric cars is not permitted on or near the camping/parking pitch; a charging station is available for this in the parking lot.

You can activate this with most regular charging cards.

Visitors

Visitors must report to the reception. If you are just coming for a cup of coffee, it is free.

However, if Schaartven or the beach is used in any way, whether for swimming, SUP boarding or other activities, you pay ϵ 6,- per visitor (0-100 years). Visitors who also stay overnight must register at the reception and pay the overnight rate – see price list.

Visitors park in the designated guest parking spaces at the campsite.

Dog(s)

Maximum 2 dogs per pitch. Your visitors may not bring a dog.

Every dog, large or small, is not allowed in the water or on the beach, and must always be on a leash.



Walking Dogs

The parking lot and access road are not dog walking areas; of course, you must clean up dog waste yourself.

Noise

Please be considerate of the peace and quiet of other guests and neighbors. For this reason, music is only allowed at a "volume almost inaudible."

Quiet hours are from 10:00 PM to 8:00 AM.

Waste

Deposit in the designated waste bins: Glass, Paper, Plastic and Residual waste.

BBQ

Allowed. For safety, place a bucket of water near the BBQ.

Ash and charcoal residues may only be disposed of in the specially designated metal 'ash bucket'. This prevents the waste containers from burning down.

Do not throw residues into bushes or under trees.

In case of fire and/or other dangerous situations

Warn Sandra or Michel as soon as possible; they can be reached by phone at 0478-792003. They are both company emergency response officers.

In emergencies, all guests must gather at the designated assembly point.



The Rental Agreement

A camping pitch or rental accommodation can be agreed upon both in writing and verbally; both agreements are binding for the entire period.

Dissolving Conditions

If the tenant does not comply with the payment conditions and/or regulations of Camping Schaartven, the landlord reserves the right to consider the reservation as not made, and the rental agreement will lapse.

Insurance / Cancellation

We advise you to take out cancellation and/or travel insurance with your insurance agent.

We apply the conditions and regulations established for Camping Schaartven.

If interim changes and/or adjustments occur, the latest version of the terms and conditions applicable at that time will be used.

Damage and Liability

During the rental period, the tenant is liable for damage caused to the rented property by him/herself, his/her co-tenants and/or his/her visitors.

Any damage must be reported immediately to the owners.

The stay and use of the campsite, rental accommodation and grounds are entirely at your own risk.

The landlord is in no way liable for theft or damage to property or accidents of guests and/or visitors of guests.

Please report any irregularities immediately to the owner.



Privacy:

Customers are aware that surveillance cameras are present for the security of the premises.

Changes to Regulations:

These regulations are subject to change and may be adjusted. In cases not covered by these regulations, the manager of Camping Schaartven will decide.

These regulations can be found on the Camping Schaartven website.