



## General Terms and Conditions of De Mechelerhof Exploitatie B.V.

These General Terms and Conditions apply to all offers, reservations and agreements relating to all accommodations and other facilities rented by De Mechelerhof Exploitatie B.V.

### Article 1: Definitions

In these terms and conditions the following definitions apply:

- a. vacation home: a vacation home belonging to Buitenplaats De Mechelerhof®
- b. entrepreneur: De Mechelerhof Exploitatie B.V.
- c. holiday maker: the person who enters into the agreement with the entrepreneur concerning the use of the vacation residence;
- d. fellow holiday maker: the person(s) also specified in the agreement;
- e. third party: any other person, not being the holiday maker and/or his fellow holiday maker(s);
- f. agreed price: the remuneration that is paid for the use of the vacation residence with a specification of articles and services that are included in the price;
- g. costs: all costs for the entrepreneur related to the operation of the recreation business;
- h. information: written and/or electronic information about the use of the vacation accommodation, the facilities and the rules concerning the stay;
- i. cancellation: the written termination by the holiday maker of the agreement, prior to the commencement date of the stay.
- j. dispute: when a complaint submitted to the entrepreneur by the holiday maker has not been resolved to the satisfaction of the holiday maker or the entrepreneur.

### Article 2: Content of agreement

- 1. The entrepreneur puts at the disposal of the vacation maker exclusively for recreational purposes, so not for permanent residence, a vacation residence of the kind or type agreed upon, for the agreed upon period and the agreed upon price.
- 2. The entrepreneur shall be obliged to provide the information on the basis of which this agreement is partly concluded to the holiday maker in advance, in writing or digitally. The entrepreneur shall always disclose changes therein in time to the holiday maker in writing.
- 3. In the event that the information deviates considerably from the information provided at the conclusion of the agreement, then the holiday maker shall be entitled to cancel the agreement without any costs.



4. The holiday maker shall be obliged to observe the agreement and the information contained therein. He shall see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him do the same.
5. In the event that the provisions of the agreement and/or the accompanying information conflict with the General Conditions, the General Conditions shall prevail. This does not affect the fact that the holiday maker and the entrepreneur can make individual additional agreements whereby these conditions are deviated from in favour of the holiday maker.

### Article 3: Duration and expiration of the agreement

The agreement ends by operation of law after the expiration of the agreed period, without notice being required.

### Article 4: Price and price change

1. The price is agreed upon on the basis of the then current rates established by the entrepreneur.
2. In the event that, after determination of the agreed price, because of an increase of charges on the side of the entrepreneur, extra costs arise as a consequence of a change in charges and/or levies, which relate directly to the vacation residence or the holiday maker, then these may be passed on to the holiday maker, also after the conclusion of the agreement.

### Article 5: Payment

1. The holiday maker must make the payments resulting from the agreement in Euros, unless otherwise agreed upon, respecting the terms agreed upon.
2. In the event that the holiday maker, despite prior written demand for payment, does not or not adequately fulfil his payment obligation within a period of two weeks after the demand, then the entrepreneur shall be entitled to cancel the agreement with immediate effect, notwithstanding the right of the entrepreneur to demand full payment of the agreed price.
3. Should the entrepreneur not be in possession of the total amount owed on the day of arrival, he shall be entitled to deny the holiday maker access to the vacation residence, notwithstanding the right of the entrepreneur to full payment of the agreed price.
4. The extrajudicial costs reasonably made by the entrepreneur, after a notice of default, shall be at the expense of the holiday maker. In the event that the total amount has not been paid on time, the statutory interest rate shall be charged on the outstanding amount after written summons.

### Article 6: Cancellation

1. In case of cancellation, the holiday maker shall pay a fee to the entrepreneur. This amounts to:
  - in case of cancellation more than three months before the commencement date, 15% of the agreed price;
  - in case of cancellation within three to two months before the commencement date, 50% of the agreed price;



- in case of cancellation within two to one months before the commencement date, 75% of the agreed price;
  - for cancellation within one month before the commencement date, 90% of the agreed price;
  - for cancellation on the day of the effective date, 100% of the agreed price.
2. The remuneration shall be refunded pro rata, after deduction of the reservation costs, in the event that the place is reserved for the same period or part thereof by a third party on the recommendation of the holiday maker and with the written consent of the entrepreneur.

#### Article 7: Use by third parties

1. Use by third parties of the vacation accommodation is permitted only if the entrepreneur has given written consent.
2. The consent given may be subject to conditions, which must be laid down in writing in advance.

#### Article 8: Early departure of the holiday maker

The holiday maker owes the full price for the agreed upon rate period even in case of departure before the agreed upon departure date.

#### Article 9: Interim termination by the entrepreneur and eviction in the event of an attributable shortcoming and/or wrongful act

1. The entrepreneur can terminate the agreement with immediate effect:
  - a. In the event that the holiday maker, fellow holiday maker(s) and/or third party/parties invited by him, in spite of prior written warning, does not or not adequately observe or comply with the obligations laid down in the agreement, the information belonging thereto and/or government regulations to such an extent that, according to the standards of reasonableness and fairness, the entrepreneur cannot be required to continue the agreement;
  - b. If the holiday maker, despite prior written/digital warning, causes nuisance to the entrepreneur and/or other persons staying at Buitenplaats De Mechelerhof® or spoils the good atmosphere on, or in the direct vicinity of the grounds;
  - c. If the holiday maker, despite prior written warning, acts contrary to the destination of the grounds by using the vacation home.
2. In the event that the entrepreneur wishes premature termination and eviction, he must inform the holiday maker thereof by personally handed letter. The written warning may be omitted in urgent cases.
3. After termination, the holiday maker must see to it that the vacation residence is vacated and the grounds are left as soon as possible, but not later than within 4 hours.
4. The holiday maker shall in principle remain obliged to pay the agreed price.



### Article 10: Force majeure

1. In the event that the entrepreneur is temporarily or temporarily unable to carry out all or part of the agreement due to force majeure, the entrepreneur must submit a change proposal (for other accommodation/different period, etc.) within 14 days after becoming aware of the impossibility of fulfilling the agreement.
2. Circumstances beyond the control of the entrepreneur, including war risk, personnel strikes, blockades, fire, floods and other disturbances or events, constitute force majeure on the part of the entrepreneur.
3. The holiday maker shall be entitled to reject the change proposal. In case of rejection, the holiday maker must make this known within 14 days after receipt of the change proposal. In that case, the entrepreneur shall be entitled to dissolve the agreement with immediate effect. The holiday maker shall then be entitled to a remission of the agreed price and a refund of the part of the rental sum already paid. The entrepreneur shall then not be obliged to compensate any damage.

### Article 11: Laws and regulations

1. The entrepreneur ensures at all times that the vacation accommodation, both internally and externally, meets all environmental and safety requirements imposed on the vacation accommodation by the authorities.
2. The holiday maker shall be obliged to strictly observe all safety regulations applicable at the premises. He shall also see to it that fellow holiday maker(s) and/or third party/parties visiting him and/or staying with him strictly observe the safety regulations in force on the grounds.

### Article 12: Maintenance and construction

1. The entrepreneur is obliged to keep the grounds of Buitenplaats De Mechelerhof® and the facilities belonging to those grounds in a good state of maintenance.
2. The holiday maker is obliged to keep the vacation residence and its immediate surroundings, during the term of the agreement, in the same state of repair as in which the holiday maker received it.
3. The holiday maker, fellow holiday maker(s) and/or third party/parties shall not be allowed to dig into the grounds, to fell trees, to trim bushes or to carry out any other activity of a similar nature.

### Article 13: Liability

1. The statutory liability of the entrepreneur for other than personal injury and death damage is limited to a maximum of € 455,000 per event. The entrepreneur is obliged to insure himself for this.
2. The entrepreneur is not liable for an accident, theft or damage on the grounds of Buitenplaats De Mechelerhof® unless this is the result of a shortcoming attributable to the entrepreneur.



3. The entrepreneur is not liable for consequences of extreme weather conditions or other forms of force majeure.
4. The entrepreneur is liable for utility failures unless he can invoke force majeure.
5. The entrepreneur is not liable for service disruptions or defects in services provided by third parties, unless these are due to shortcomings on the part of the entrepreneur.
6. The holiday maker shall be liable towards the entrepreneur for any damage caused by the acts or omissions of himself, the fellow holiday maker(s) and/or third party/parties as far as it concerns damage that can be attributed to the holiday maker, the fellow holiday maker(s) and/or third party/parties.
7. The entrepreneur undertakes to take appropriate measures after telephone notification by the holiday maker of nuisance caused by other holiday makers.

#### Article 14: Complaints

Complaints must be reported by the holiday maker on site and directly to the reception desk of the park. If a complaint is not satisfactorily resolved, the holiday maker can submit the complaint in writing up to 1 month after departure to : Buitenplaats De Mechelerhof, Spetsesweide 5A, 6281 BV Mechelen or [management@mechelerhof.nl](mailto:management@mechelerhof.nl) mentioning the reservation number, name and address, date of stay and accommodation number. You will receive a written response within 14 days.

#### Article 15: Applicable law

The agreements with De Mechelerhof Exploitatie B.V. are exclusively governed by Dutch law.