

Landal GreenParks

General Terms and Conditions of Business

EXCLUSION OF THE RIGHT TO WITHDRAWAL

Landal GreenParks expressly points out that the reservations made by you are legally binding. A right to withdrawal (the so-called reflection period) of 14 days is not applicable to the agreements you conclude with Landal GreenParks.

1 APPLICATION

- 1.1 These General Terms and Conditions of Business apply to all offers, reservations and contracts relating to rental properties, campsite pitches and other facilities rented out by Landal GreenParks GmbH and/or Landal GreenParks Holding B.V. or companies associated therewith ('Landal GreenParks').
- 1.2 In these General Terms and Conditions of Business, the term 'Renter' and 'You' refers to the person who enters into an agreement with Landal GreenParks regarding the rental/usage of a rental property and/or a campsite pitch. The term 'User' (hereinafter also referred to as 'Guest') identifies the Renter and the persons specified by the Renter who will use the rental property and/or the campsite pitch and/or other facilities rented by the Renter.
- 1.3 These General Terms and Conditions of Business apply regardless of your (prior) reference to any possible own general terms and conditions of business or to other general terms and conditions of business. Landal GreenParks rejects all other general terms and conditions of business to which You may make reference.
- 1.4 Conditions deviating from these General Terms and Conditions of Business are only valid if they have been explicitly agreed in writing.

2 RESERVATIONS AND CONCLUSION OF CONTRACT

- 2.1 Landal GreenParks only accepts reservations from persons who are at least 18 years of age. Reservations made by underage persons are invalid.
- 2.2 Landal GreenParks reserves the right to refuse reservations that deviate from these terms and conditions, in particular from groups, without having to provide any justification, or to impose certain conditions on these groups.
- 2.3 Upon receipt of your reservation request, Landal GreenParks will send You a confirmation and the invoice within 14 days. The accuracy thereof should be checked immediately upon receipt. Any discrepancies must be immediately reported to Landal GreenParks.
- 2.4 If You do not receive confirmation/an invoice within 14 days of the reservation request, please immediately contact the reservation department; otherwise you will not be able to claim the reservation.
- 2.5 The contract between You and Landal GreenParks enters into force when Landal GreenParks has confirmed your reservation.
- 2.6 The contract governs the renting of rental properties and/or campsite pitches and/or other recreational facilities. It therefore consists of a contract of limited duration.

3 YOUR BOOKING

If your reservation cannot be made in whole or in part because the park in question is or will be closed (in whole or in part) in the sole discretion of Landal GreenParks to comply with guidelines and / or instructions from the (local) government or relevant authorities in the interest of public health, you will receive a voucher worth the amount you paid for the reservation. This voucher is valid for 12 months and can be used as a means of payment for making a new reservation. Offering a voucher under these circumstances is part of the agreement between you and Landal GreenParks and does not qualify as an amendment to the agreement.

4 AMENDMENTS TO THE CONTRACT

- 4.1 Should You wish to make any amendments to the contract after conclusion of said contract, Landal GreenParks is under no obligation to accept these amendments. Landal GreenParks may, at its sole discretion, decide whether and to what extent the amendments will be accepted.
- 4.2 Should you wish to withdraw from any part of this contract after it has entered into force, the cancellation terms as laid down in Clause 15 shall apply.
- 4.3 If Landal GreenParks needs to amend a reservation made by You, regarding the venue or type and/or location of the bungalow, Landal may offer its own alternative.

5 COMPLIANCE WITH CONTRACTUAL CONDITIONS

- 5.1 The Renter and other Users are not permitted to use the rental property and/or the campsite pitch, under any description and for any reason whatsoever, other than for the purposes specified in the contract, insofar as this is not otherwise agreed in writing with Landal GreenParks.
- 5.2 The Renter is obligated to provide all the names of the other Users of the rental property and/or campsite pitch on the registration form.
- 5.3 Until the start of the holiday period, You may request that third parties enter into the rights and obligations of the contract. In this case, You and the new Renter are jointly liable for the cost of the holiday and additional costs. A flat rate of EUR 30 should be anticipated in this regard for administrative expenses and the corresponding costs.

6 PRICE

- 6.1 You owe Landal GreenParks the agreed rental price as stated in the reservation confirmation and invoice.
- 6.2 Discounts and/or special offers cannot be granted once the booking has been made.
- 6.3 Insofar as not otherwise stated, all prices include VAT.
- 6.4 The corresponding booking codes must be mentioned (by telephone) or entered in (online) directly at the time of reservation.
- 6.5 In the event that there is a price increase due to changes in statutory provisions, VAT and/or fees (e.g. tourist tax), which occurs after conclusion of the contract and in the case that the holiday is not due to start for at least four months, the cost of the holiday will also increase by the same percentage as the increase in VAT and/or fees (e.g. tourist tax); this increase will be claimed by Landal GreenParks at the latest 21 days prior to the start of the holiday.
- 6.6 Once holiday cancellation insurance has been taken out by the customer, it cannot be subsequently rescinded, even if the holiday has not yet started.

7 ADDITIONAL COSTS

- 7.1 In addition to the rental price, You/the Renter must pay the handling fees, bed linen and tourist tax, including other contributions/taxes, as well as any possibly permissible reservation fees and cancellation insurance, which may have to be taken out separately.
- 7.2 The tourist tax contribution is determined by the relevant municipality/city in which the park is located. You/the Renter are/is obligated in principle to pay Landal GreenParks the applicable tourist tax tariff, as specified by the municipality/city.
- 7.3 When making a reservation for a park located in Denmark, You/the Renter also owe/owes utility costs to Landal GreenParks. The cost of using these utilities (water, gas, electricity, light) will be charged on the basis of their actual usage in connection with the stay. Usage is measured automatically (digitally). At the end of the stay, you must settle this utility bill at the park in Danish kroner based on the prices charged by Landal GreenParks. These prices can be found on the Landal GreenParks website and are occasionally subject to modification. Landal GreenParks is entitled to calculate the utility consumption on the basis of the automatic meter readings. You may, however, provide proof of the contrary.

8 PAYMENT

- 8.1 When booking a rental property or a campsite pitch, a deposit of 20% of the total price is due as a deposit 14 days after receipt of the reservation confirmation.
- 8.2 The remaining amount of the rental price must be received by Landal GreenParks no later than 30 days before the start of the stay, as stated in the reservation confirmation.
- 8.3 In the case of reservations made less than 30 days before arrival, the total price must be paid in full and immediately. If, upon arrival at the park, the outstanding amount has not yet been received in the bank account of Landal GreenParks, the (remaining) amount is to be paid on site, unless the customer can prove that the (outstanding) amount had been duly paid before their arrival. If a customer fails to pay in accordance with the above stipulations, Landal GreenParks is permitted to refuse the use of the rental property and/or the campsite pitch and/or any other facility. If it subsequently comes to light that the transfer had already been made by You and the amount had not been credited onto the bank account of Landal GreenParks before your arrival at the park, the additional amount paid will be refunded retroactively.
- 8.4 If the payment of the amounts invoiced to You are not made on time, You will be in arrears immediately after expiry of the payment deadline. If payment is not made (on time), Landal GreenParks reserves the right to terminate the contract. In this case, You are liable for any damage that Landal GreenParks suffers or will suffer as a result; this includes all costs incurred by Landal GreenParks in connection with your reservation and cancellation. In such case, the provisions of Clause 15 shall apply.
- 8.5 Landal GreenParks shall be entitled at all times, and on the basis of any legal ground whatsoever, to offset any amounts outstanding from You against any amounts paid by You, on the basis of any legal ground whatsoever.

9 CHECK-IN AND CHECK-OUT

- 9.1 The rental property can be accessed from 3.00 pm on the agreed day of arrival as stated in the reservation confirmation. In exception of the previous stipulation, in some parks (e.g. Hof van Saksen) the rental property can only be accessed from 4.00 pm. On the agreed day of departure as stated in the reservation confirmation, the accommodation must be vacated by 10.30 am. Your rented campsite pitch can be accessed from 1.00 pm on the agreed day of arrival as stated in your reservation confirmation. On the agreed day of departure, the campsite pitch must be vacated before 12.00 pm. Excluding the previously mentioned terms, the accommodations in the parks in Denmark must be vacated before 10.00 am on the agreed day of departure day, as stated in the accommodation reservation confirmation.
- 9.2 If you wish to extend the contract with Landal GreenParks for a period longer than the agreed time, and Landal GreenParks agrees in writing on an extension, Landal GreenParks is, at any time, entitled to designate another rental property/campsite pitch for You.
- 9.3 If the Guest ends the use of the rental property and/or the campsite pitch and/or other facility before the agreed date specified in the booking confirmation, the Renter is not entitled to a refund (part refund) of the rental price and/or costs through Landal Green Parks. If you have taken out travel insurance and meet the conditions set by the insurance company, you can file a compensation claim with the insurance company for damages due to the premature departure.

10 HOUSE RULES

- 10.1 All Guests are required to comply with the house rules laid down by Landal GreenParks which, among others, include the park regulations and the swimming pool regulations. The park regulations can be requested at the reception on arrival.
- 10.2 In accordance with public regulations, Guests are required to provide proof of identity upon registration. If Guests cannot provide proof of identity, Landal GreenParks may decide not to accommodate said Guests.
- 10.3 Each rental property may not be inhabited by more than the number of people specified on the Landal GreenParks website for the rental property in question.
- 10.4 Landal GreenParks reserves the right to make changes to the function and opening hours of the park facilities, including partial or full closing of the facilities, without the renter being entitled to any compensation.
- 10.5 For the purpose of necessary maintenance, Guests must allow maintenance work to be carried out on their rental property or other facilities during their stay.
- 10.6 Due to reasons of safety, the pitching of tents at the rental property is not allowed.
- 10.7 The Renter must hand over the property in a clean and tidy condition (i.e. no dirty dishes should be left, bed linen should be removed and folded up, the kitchen and refrigerator should be tidied up, and rubbish bags disposed of in the bin).
- 10.8 The Renter must hand over the campsite pitch in a clean condition (i.e. no rubbish should be left and should be disposed of in the bin).
- 10.9 The Renter and the Users are required to rent bed linen from Landal GreenParks.
- 10.10 In the case that the rules laid down in these General Terms and Conditions of Business of the park regulations and/or the swimming pool regulations are violated, such that the immediate termination of the contract is justified, and/or in the case of failure to comply with the instructions of the staff, Landal GreenParks retains the right to immediately expel the Renter and any other User from the park. In this case, Landal retains the right to claim the rent; however, account must be taken of the value of the expenses saved and any benefits that Landal derives from any other use of the unused service.
- 10.11 If the park administration seriously suspects that the Renter of a rental property is acting unlawfully and/or violating public order and/or moral behaviour, the park administration is authorised to access the rental property.

11 PETS

- 11.1 Depending on the rental property and/or campsite pitch, Landal GreenParks may allow the Renter or Users to bring a maximum of one or two pets. If You and/or other Users wish to bring pets, You must mention this at the time of booking. In this case, Landal GreenParks will charge You a surcharge, which You are obligated to pay. Landal GreenParks reserves the right to refuse pets access to the park without having to provide any justification. Pets are not allowed in some parks, rental properties and campsite pitches.
- 11.2 Pets are not allowed to access the water courses, swimming pools, restaurants, indoor covered facilities and other public facilities in the park (unless this is explicitly permitted on site). Pets must always be on leashes when outside the rental property. The on-site instructions must be followed. Pets must not be allowed to cause any disturbance to other Guests.
- 11.3 A sleeping basket/bed must be used and flea protection is mandatory (drops, pills or collar).
- 11.4 Animals kept in a cage may stay for free (but must be declared at the time of the reservation).
- 11.5 Visitors are not allowed to bring pets with them.
- 11.6 When transporting animals to other countries within the EU, the animals must be in possession of a passport, in accordance with European regulations. The animals must be vaccinated against rabies and identified by a chip or a tattoo. You are responsible for providing the correct travel documents, which are required at your destination.

12 USE OF THE RENTAL PROPERTY; INVENTORY

- 12.1 The Renter and/or User and those who accompany the Renter are personally liable for complying with the regulations, both on their own behalf and on behalf of their companions, within and around the rental property and/or the campsite pitch and/or the other facilities in the park, and relating to the use of the rental property and/or the campsite pitch and the associated inventory.
- 12.2 In addition, the Renter is always personally liable for damage caused by breakage and/or loss and/or damage to the inventory and/or the rental property, insofar as the Renter is not able to provide proof that the damage is not attributable to them, the other Users or their companions. Any damage for which the Renter is liable must be immediately reported to Landal GreenParks and rectified on site.

13 DEPOSIT

- 13.1 Landal GreenParks may request that You pay a deposit at the beginning of your stay. The deposit is up to €500 per rental and/or campsite pitch. In the parks in Denmark, the deposit is DKK 3750 per accommodation and it is payable on-site in Danish kroner. However, the deposit may be increased should circumstances so require (e.g. when rented by a group).
- 13.2 The deposit serves to guarantee damages and/or costs - in the broadest sense of the word - that may arise for Landal GreenParks in the event of non-compliance on the part of the Renter with their obligations.
- 13.3 If the deposit is not paid directly, Landal GreenParks is entitled to deny the Renter and/or Users and their companions access to the rental property and/or the campsite pitch and use of the rental property and/or the campsite pitch.
- 13.4 If You are in arrears with the payment of the deposit, Landal GreenParks is also entitled to terminate (i.e. cancel) the contract with immediate effect.
- 13.5 The deposit or any balance of the deposit will be refunded after deduction by Landal GreenParks of the outstanding amounts (damage to the inventory/rental and/or other costs) owed by the Renter and/or the Users and their companions. This refund does not exclude any possible (further) claims for damages.
- 13.6 In Denmark, the refund is generally in Danish kroner. Landal GreenParks is not liable for negative exchange rate differences.

14 INTERNET USAGE

- 14.1 Landal GreenParks provides Internet access through WiFi networks or via cable networks to some of their accommodations and/or campsite pitches for their Renters and/or Users and their companions.
- 14.2 Landal GreenParks does not provide the Renter with the hardware and software required for Internet use. The Renter must provide all the required hardware and software. The Renter is responsible for the correct use of the settings, peripheral devices and the connections to support them, as well as for taking measures to secure the computer or the operating system. In particular, it is up to the Renter to equip their computer with up-to-date virus programmes or a firewall.
- 14.3 Landal GreenParks is not liable for simple negligible property damage as a result of the use of the Internet or as a result of network disruption. Any further existing statutory liability relief in favour of Landal GreenParks is not restricted by this. Clause 19 of these General Terms and Conditions of Business remains unaffected by the first sentence in Clause 14.3.
- 14.4 In their internet usage, the Renter/User and their companions must behave as is expected of responsible and conscientious Internet users; they must abide by the legal regulations for every Internet user. In particular, the Renter/User and their companions must refrain from carrying out actions that violate the copyrights or other protected rights of third parties or that violate moral behaviour. In particular, the Renter is advised that the use of file sharing for the illegal downloading of music or videos may be punishable and may trigger claims for damages from the rights holder against the Renter and their companions. Landal GreenParks expressly points out that this is only one example of a potential violation, and that other violations are possible.
- 14.5 Landal GreenParks has the right to block access to the Internet, in its entirety or in part, without prior notice, in the event of the discovery or suspicion of a legal offense or other misuse of the Internet by the Renter or their companions.
- 14.6 The Renter is advised that they are liable to the injured party for all violations in connection with the use of the Internet, including those made by the Renter/User and their companions. Should any claim be made against Landal GreenParks by the injured party for acts undertaken by the Renter or their companions, the Renter shall indemnify Landal GreenParks.

15 CANCELLATION COSTS

- 15.1 In the event of cancellation of a reservation, you remain obliged to pay the rental price. You will only receive a refund if the cancellation is made within 14 days of the reservation as long as the cancellation is not made within 28 days of arrival. Only in this case are further payments not due. Should a payment be made by the use of a voucher (credit note), you will be provided with a new voucher in the same amount.
- 15.2 In case of cancellation of a reservation, cancellation fees apply. In the case of a cancellation within 14 days of the reservation being made up to the 28th day before the day of arrival, these costs generally amount to 30% of the total costs and, in the event of a cancellation thereafter, to 90% of the total costs. You reserve the right to prove to Landal GreenParks that the cancellation did not result in any damage or not up to the amount claimed.
- 15.3 You can insure yourself against the risk of cancellation by taking out travel cancellation insurance at the time of making your reservation.
- 15.4 If You do not arrive within 24 hours of the agreed arrival date without further notice, your absence will be deemed a cancellation. In this case the total amount is to be paid.

16 FORCE MAJEURE AND AMENDMENTS

- 16.1 In the event that Landal GreenParks is not able to perform the agreement, in whole or in part, temporarily or otherwise, due to force majeure, it shall present you with a change proposal (for other accommodation/another period, etc.). Suspension of the fulfillment of the obligations by Landal GreenParks is permitted if circumstances occur outside the control of Landal GreenParks. Landal GreenParks will under no circumstances be obliged to compensate any damage or costs.
- 16.2 Force majeure on the part of Landal GreenParks shall exist if the performance of the agreement is hindered, in whole or in part, temporarily or otherwise, by circumstances beyond the control of Landal GreenParks, such including war risk, staff strikes, blockades, fire, flooding and/or any other disruptions or events.

17 TERMINATION

Landal GreenParks retains the right at any time to terminate the contract with immediate effect if personal data of You and/or other Users is not fully provided and/or incorrectly provided at the time of reservation, and if this data is not provided within a reasonable time period, notwithstanding receipt of a warning. In this case, Landal is entitled to compensation for the damage caused by the premature termination of the contract.

18 LIABILITY

- 18.1 Landal GreenParks accepts no liability for theft (including theft that occurs from lockers in a rental residence or spending time at the swimming pool), loss or damage to objects or loss or damage suffered by persons of any kind during or as a result of staying in one of our parks and/or the rental/use of a rental property and/or a campsite pitch and/or other facilities of Landal GreenParks.
- 18.2 Liability for damage resulting from lost enjoyment of the holiday or interruption of business and other consequential damage is excluded in principle. Moreover, Landal GreenParks does not assume liability for damages for which there are claims for damages under a travel insurance policy and/or under a travel cancellation insurance policy or under any other insurance policy.
- 18.3 Landal GreenParks is not liable for any disruption to services or lack of services provided by third parties.
- 18.4 In all cases, liability for material damage is limited to a maximum of €1,500 per Renter/User per stay.
- 18.5 You will be liable for any loss and/or damage to the rental property and/or the campsite pitch and/or the property of Landal GreenParks that is caused by You and/or other Users, whether this occurs as a result of an act or omission by You and/or by third parties who are on the park premises with your consent. This does not apply to any tortious liability of Users and/or third parties.
- 18.6 You indemnify Landal GreenParks from all claims for damages from third parties that are (also) the result of an act or omission on your part, by other Users, your fellow travellers or third parties who are on the park premises with your consent.
- 18.7 In principle, Landals is not liable any non-contractual claims for damages.
- 18.8 Landal GreenParks is not liable for noise pollution cause by third-parties or other Guests.
- 18.9 The aforementioned limitations of liability shall not apply to damage resulting from injuries to life, limb or health or from cardinal obligations based on a negligent breach of duty by Landal or a deliberate or negligent breach of duty by a legal representative or vicarious agent thereof. Furthermore, in the case of other damages, these liability restrictions shall not apply to grossly negligent or intentional violations of duty by Landals or a legal representative or vicarious agent of Landals.

19 COMPLAINTS

Despite all efforts made by Landal GreenParks, You may have a justified complaint regarding your stay. This complaint must, first and foremost, be reported directly to the park management. If your complaint is not dealt with to your satisfaction, You have the opportunity, for a maximum of one month after leaving the park, to submit your complaint in writing to: Landal GreenParks, Guest Service Department, Max-Planck-Strasse 12, 54296 Trier, Germany; kundenservice@landal.de. If this is not dealt with to your satisfaction, You have the option of submitting your complaint to the European Commission's Online Dispute Resolution Platform. This time period also applies to the filing of tort claims. Your complaint will be handled with the utmost care. It should be noted that all contractual claims will expire within two years.

20 TRAVEL DOCUMENTATION

You are responsible for carrying with You the valid travel documents required at your destination (including documentation for pets). Landal GreenParks is not liable for the consequences of any lack of required travel documents.

21 DATA PROTECTION

21.1 Personal data is required for managing our Guests. The database is used to manage our Guests.

21.2 If, for example, the data is factually incorrect, we will, at your request, correct, amend, delete or shield your data. This may result in you being unable to use our services or any part of our services. You have the right to request that we keep You informed if your personal data is being processed. The data can be used for information and offers related to our products and services and associated products and services; it can also be used in combination with relevant data from other companies. If You do not wish to receive relevant offers regarding Landal GreenParks information, You can communicate this to us at: Landal GreenParks, Guest Service Department, Max-Planck-Strasse 12, 54296 Trier, Germany; kundenservice@landal.de.

22 GENERAL INFORMATION

22.1 Insofar as this does not prove to be impossible, Landal will send their correspondence digitally.

22.2 Landal GreenParks GmbH and/or Landal GreenParks Holding B.V. cannot be held liable for obvious printing or typesetting errors.

22.3 These General Terms and Conditions of Business invalidate any prior publication.