

## General Terms and Conditions

Aquaresort It Soal B.V. in Workum, The Netherlands – at Suderseleane 27 in 8711 GX Workum and registered with the Chamber of Commerce under number 01100251 – is a seasonal recreation company and has pitches at its campsite for:

- 1. Rental accommodations**
- 2. Permanent pitches for mobile homes and chalets**
- 3. Tourist pitches for touring caravans, tents, camper vans, etc.**

### 1. Rental accommodations

#### 1.1

Among the rental accommodations are the chalets – bungalow type IJsselmeer and bungalow type It Soal – which are owned by It Soal and are available for rental in the period from 1 April to 31 October. The chalets are furnished and equipped with terrace furniture and change users/renters due to the rental and holiday periods.

#### 1.2.

Chalets are rented to the renter based on a written booking confirmation, which has the status of an agreement and is sent to the renter in advance and which includes the following:

- Name, address and town/city of the renter;
- Phone number, email address, bank account number and car number plate of the renter;
- Description of the rented property (type/location number);
- The duration of the rental period;
- The number of persons accompanying the tenant;
- The rental amount;
- The payment term(s) with expiration date(s).

#### 1.3

The content of the agreement must be in line with the information provided to the renter; in case of discrepancy, the renter can cancel free of charge.

#### 1.4

Non-compliance with the payment obligations – despite a written reminder – grants It Soal the right to terminate the agreement unilaterally and effective immediately, in which case the renter's obligation to pay the entire rental amount does not lapse. Failure to make (full) payment does not grant access to It Soal.

#### 1.5

The chalet can only be used for recreational purposes by the tenant; use by third parties and permanent residence is not permitted.

### 1.6

In case of cancellation, the renter – in case of non-participation in the It Soal cancellation fund – will pay all or part of the agreed rent. See the section 'Detailed Rules' for cancellation conditions.

### 1.7

Departure by the renter before the end date of the agreement does not entitle the renter to offset the rental amount. No right to set off the rental amount applies either if a shortcoming or wrongful act on the part of the renter cannot be attributed to the agreement, the park rules and/or government regulations and if It Soal terminates the rental period prematurely.

### 1.8

The rental accommodations are also subject to the Further Provisions set out below in these General Terms and Conditions.

## **2. Permanent pitches for mobile homes and chalets**

### 2.1

Permanent pitches – i.e. pitches intended for the placement of mobile homes and chalets – are rented for the period from 1 April to 31 October. As a seasonal company, It Soal is closed outside this period and the site is not accessible for recreational visits by the renter. It Soal will make the permanent pitch available to the renter for recreational purposes – i.e. not for permanent residence – in the aforementioned period from 1 April to 31 October.

### 2.2

For the rental of the permanent pitch, a booking confirmation will be prepared that has the status of an agreement and will be issued annually to the renter, which will include:

- Name, address and town/city of the renter;
- Phone number, email address, bank account number and car number plate of the renter;
- Number of the permanent pitch;
- The duration of the rental period;
- The rental amount including taxes, levies and additional costs;
- The payment term(s) with expiration date(s).

### 2.3

When concluding the agreement, the renter is required to provide It Soal with the names of the family members registered at his home address in addition to his own information. Overnight stays in the mobile home or chalet by persons other than those registered with It Soal must be checked in at reception upon arrival.

#### 2.4

The rental amount will be specified on the booking confirmation. It Soal has the right to increase the rent, charges and additional costs annually in view of economic and cyclical developments.

If there are reasons for a more than substantial increase, It Soal must make this known when issuing the booking confirmation to charge the renter for the following year of the agreement. In this case, It Soal retains the right – even after the rates have been set – to charge the renter directly for costs incurred due to an increase in charges directly related to the renter, the rented permanent pitch or the mobile home or chalet.

#### 2.5.

Non-compliance with the payment obligations – despite a written reminder – grants It Soal the right to terminate the agreement unilaterally and effective immediately, in which case the renter's obligation to pay the entire rental amount does not lapse. Failure to make (full) payment does not grant access to It Soal.

#### 2.6

Without written notice by the renter or It Soal, the agreement will automatically be renewed for the next year of the agreement and the booking confirmation for that year will be issued to the renter at least three months prior to the commencement date.

#### 2.7

Notice of termination of the permanent pitch shall be given in writing by registered letter or by letter handed over in person before or at the end of the rental period – 31 October – of the current contract year.

There will be a period of five months between the end date of the current contract year – 31 October – and the starting date of the next contract year – 1 April.

#### 2.8

The agreement ends automatically without notice being required when the mobile home or chalet is sold. The renter is required to notify It Soal of his intention to sell, in which case – to be able to sell the mobile home or chalet while retaining the permanent pitch – an Agreement for Intermediary Services must be concluded. This mediation agreement contains provisions regarding the rental amount and continuation of the agreement between It Soal and the buyer, in accordance with which a division of the rental amount according to time will be agreed upon between the renter and/or seller and buyer.

It Soal is not required to enter into an agreement with a buyer unknown to it. The site is owned by It Soal, which retains control over which renters come to its permanent pitches.

#### 2.9

The agreement ends automatically without notice being required in the event of the renter's death. Transfer of the agreement is possible by persons registered as family members (see Article 2.3).

In the event that no new agreement is concluded, the heirs can decide to sell with due observance of the provisions of Article 2.8, or to vacate the site with a refund of the rent proportional to time.

## 2.10

In the event of premature termination of the agreement by the renter, the renter will still owe the rental amount if more than half of the rental period has elapsed. In the event that this period has not yet expired, the moment at which the renter returns the permanent pitch vacated and cleaned to It Soal shall be decisive for the application of a time-proportionally recalculated rental amount.

## 2.11

It Soal may terminate the agreement – whether prematurely or otherwise – if:

- a. the renter and/or his family members, despite written warning, do not or not properly comply with the obligations under the agreement and/or the rules of It Soal and/or the government regulations, or cause nuisance to It Soal and/or other guests, or spoil the good atmosphere on or in the immediate vicinity of the premises;
- b. the renter is guilty of an attributable failure or wrongful act;
- c. despite written warning, the renter acts contrary to the purpose of the site in the use of the permanent pitch and/or his mobile home or chalet;
- d. the mobile home or chalet does not comply with environmental and/or safety requirements, despite written warning and after a reasonable period for modification;
- e. the renter's mobile home or chalet and/or permanent pitch, despite written warning, is in such poor condition that it harms the appearance of the site and its immediate surroundings. In the written warning, It Soal must indicate what the renter must renovate or modify within at least three months after the date of the written warning;
- f. despite written warning, the relationship between It Soal and the renter has been permanently disrupted to such a degree that It Soal cannot reasonably be expected to allow the agreement to continue. It Soal must offer proof of the disruption in the termination;
- g. (a) Government measure(s) require(s) It Soal to terminate the agreement. It Soal must inform the renter in writing about the government measure(s) within three months after the government has announced the measure to be taken;
- h. It Soal's business operations cease to exist. The business operations do not end by operation of law upon the sale of the company;
- i. It Soal is going to implement a restructuring plan for (part of) the property that requires the renter's permanent pitch. In order to be able to terminate the agreement, a restructuring plan must be concrete and feasible in the sense that any necessary permits and any change or exemption from the zoning plan have been granted or can be expected within a reasonable period of time.

## 2.12

After termination of the agreement, the permanent pitch must be vacated. Vacating is understood to mean the removal of the mobile home or chalet from the permanent pitch and of all the tenant's other properties present on the permanent pitch and the grounds.

### 2.13

In the event of both termination of the agreement by the renter and termination of the agreement by It Soal, the obligation to evacuate rests with the renter, who must deliver the permanent pitch to It Soal, cleared and tidy, by or on the last day on which the agreement ends or on the date further agreed upon between the parties.

### 2.14

In the event that the renter does not proceed with vacating and – after having been notified of this and after the reasonable period mentioned herein to proceed to vacate has expired – It Soal has the right to clear out the permanent pitch and to charge the renter for the costs incurred for this purpose, in which case

- a. the renter will be deemed to have renounced everything that is left at the permanent pitch;
- b. It Soal has the right to sell all that is located at the fixed place at the renter's expense;
- c. It Soal has the right to set off the proceeds of sale against the claim(s) against the renter, in which case a credit balance will be paid to the renter and a deficit will be payable by the renter;
- d. It Soal has the right to dispose of as waste any item that cannot reasonably be sold, at the renter's expense.

### 2.15

Restructuring – as specified in point 2.11.i. – means that the layout of the site will be restructured. In principle, this will mean that, to be able to implement the restructuring, relocation or vacating will be carried out:

- a. It Soal shall ensure that the renter's recreational enjoyment is not disturbed as much as possible in the period before and during the restructuring;
- b. in the event that It Soal terminates the contract, if the restructuring allows, It Soal is required to offer the renter another permanent pitch on the site, unless the mobile home or chalet no longer fits in with the restructured site due to its age and/or condition and/or construction method;
- c. in the event that It Soal and the renter reach a new agreement pursuant to paragraph b., It Soal shall bear the direct costs for the relocation of the mobile home or chalet within the site, including any storage space that has been installed at the permanent pitch with the written permission of It Soal. It Soal does not reimburse the costs of moving other items such as greenhouses, terraces, structures or add-ons in any form whatsoever, tiling, paving and planting;
- d. in the event that no other pitch is available on the site or the renter rejects another permanent pitch, the renter shall vacate the permanent pitch and shall be entitled to compensation for travel costs if he has vacated the pitch in accordance with Articles 2.12 and 2.13.
- e. The relocation compensation – whereby the mobile home or chalet leaves the site – is a contribution towards the transport costs of the mobile home or chalet to another location within the Netherlands and is capped at EUR 1,000 including turnover tax and is payable to the renter after the fixed site has been vacated and cleaned.

- f. Given the seasonal nature of It Soal – with the rental period running from 1 April to 31 October – the period for travel is in principle set at 1 November to 1 April. In view of the rental period and in view of the termination at the end of the rental period on 31 October, settlements of the rental amount will not apply.
- g. If, despite the provisions of paragraph f., a relocation must take place in the period from 1 April to 31 October, the rent shall be refunded on a time-proportionate basis after vacating, on the understanding that if more than half of the rental period has elapsed, the tenant shall continue to owe the total rent.

## 2.16

For the rental of permanent pitches, the Further Provisions as set out below in these General Terms and Conditions also apply.

## **3. Tourist pitches for touring caravans, tents, camper vans, etc.**

### 3.1

Tourist pitches are equipped for the placement of caravans, tents, camper vans, etc., which camping equipment is owned by the renter and which pitches are made available for rental in the period from 1 April to 31 October and change users/renters in view of the rental and holiday periods. Tourist pitches also include the placement of a touring caravan for an extended consecutive seasonal period.

### 3.2

The rental of tourist pitches takes place based on a booking confirmation, which has the status of an agreement and is sent to the renter in advance and which contains the following information:

- Name, address and town/city of the renter;
- Phone number, email address, bank account number and car number plate of the renter;
- Description of the rented pitch;
- The duration of the rental period;
- The number of persons accompanying the tenant;
- The rental amount;
- The payment term with expiration date(s).

### 3.3

The content of the agreement must be in line with the information provided to the renter; in case of discrepancy, the renter can cancel free of charge.

### 3.4

Failure to comply with the payment obligations entitles It Soal to terminate the agreement unilaterally and immediately, in which case the renter's obligation to pay the full rental amount does not lapse. Failure to make (full) payment does not grant access to It Soal.

### 3.5

The tourist pitch can only be used by the renter for recreational purposes; use by third parties is not permitted.

### 3.6

In case of cancellation, the renter – in case of non-participation in the cancellation fund of It Soal – will pay all or part of the agreed upon rent. See the section 'Detailed Rules' for cancellation conditions.

### 3.7

Departure by the renter before the end date of the agreement does not entitle the renter to offset the rental amount. No right to set off the rental amount applies either if a shortcoming or wrongful act on the part of the renter cannot be attributed to the agreement, the park rules and/or government regulations and if It Soal terminates the rental period prematurely.

### 3.8

The rental of tourist pitches is further subject to the Further Provisions set out below in these General Terms and Conditions.

## Further Provisions

### I. Liability

It Soal shall not be liable towards the renter for cases of force majeure or other matters beyond its control, consequences of weather conditions, theft, damage or accident. If damage can be attributed to It Soal as the party responsible, the amount of the benefit is limited to an amount of EUR 100,000. The renter is liable for damage insofar as it can be attributed to the renter as the party responsible.

### II. Cancellation fund

Cancellation is understood to include termination of the booking agreement by the renter prior to the commencement date of the rental period. The cancellation fund focuses only on the risks of the renter himself/herself and not on events and/or circumstances at the location and in the vicinity of the holiday accommodation.

If the renter participates in the cancellation fund, the rental amount as specified in the booking agreement is eligible for payment, with the exception of the booking costs. The payment cannot exceed the amount paid (or paid as a down payment) by the renter at the time of cancellation.

Participation in the cancellation fund takes place at the same time as booking or within 2 working days after booking if the arrival date is within 6 weeks after the booking date. Participants are the renter – i.e. the person in whose name the reservation is made – as well as the partner and family members of the renter in the first degree.

The premium for the fund is 4% of the rental amount; no policy costs are charged. In case of cancellation, the handling fee is EUR 12.50.

In the event of participation in the cancellation fund, payment will be made to the renter – i.e. the participant – in the event of cancellation before the arrival date or a payment in proportion to the early termination of the stay due to the following cancellation reasons:

- illness, accident or injury after it has been proven with a medical certificate;
- death of a family member in the first and second degree;
- complications during pregnancy;
- the participant, partner or a family member in the first degree unexpectedly has to undergo a medical procedure;
- the participant or partner unexpectedly becomes involuntarily unemployed in permanent employment;
- the participant's accommodation is severely damaged;
- an accommodation unexpectedly becomes available to the participant, the occupation of which starts within 30 days before the start date of the rental period;
- the participant's car is unavailable due to theft, fire or any other external cause;
- the participant is unexpectedly called up to sit a (re-)examination;
- the contestant is getting a divorce.

No payment will be made to the renter – i.e. the participant – in the event of cancellation before the arrival date or a pro rata payment in the event of early termination of the stay due to events and/or circumstances at the location and surroundings of the holiday accommodation that, among other things, can be called:

- a negative travel advice issued by the government;
- natural disasters and terrorism;
- epidemics and diseases.

If the renter does not participate in the cancellation fund, in case of cancellation, the renter will owe the following compensation on the rental amount as specified on the booking agreement:

- a) 15% in case of cancellation up to three months before the start date;
- b) 50% in case of cancellation up to three months before the start date;
- b) 75% in case of cancellation two to one months before the start date;
- d) 90% in case of cancellation within one month before the start date;
- e) 100% in case of cancellation on the day of the start date.

The fee shall be refunded proportionally to the renter if the renter presents a different renter with whom a booking confirmation can be concluded for the same location and in the same period as the cancelled booking.

### **III. Information guide**

An Information Guide is available at reception which contains various important matters and regulations applicable to the renter and his mobile home or chalet, touring caravan, tent, camper van, etc., as well as regulations concerning the permanent or tourist pitch.

### **IV. Applicable law / Dispute resolution**

Dutch law is applicable to the rental of the rental objects, permanent pitches and tourist pitches, the booking confirmation for which of is issued to the renter in writing as a rental agreement and to which these General Terms and Conditions and Further Terms and Conditions apply. All disputes that may arise as a result of an agreement will be settled by the competent court in Leeuwarden.