

General Terms And Conditions Of United Kingdom

Landal GreenParks

These terms and conditions are applicable solely to bookings for parks in the United Kingdom. Landal GreenParks acts as the agent for Wyndham Vacation Rentals UK Ltd (also trading under the Hoseasons Lodges and Parks name, hereinafter referred to as "Hoseasons") for the parks in the United Kingdom. Hoseasons in turn acts as the agent for the owner of the accommodation (hereinafter referred to as the "owner") in the United Kingdom. In making a booking for one of the parks in the United Kingdom, you in effect conclude an agreement with the owner of the accommodation.

We act solely as the agent for your bookings in the United Kingdom. Consequently, we bear no legal responsibility for the agreement you conclude with the owner of the accommodation. Your booking is governed by these general terms and conditions (hereinafter referred to as the "General Terms and Conditions") and the general terms and conditions of the owner with whom you conclude an agreement.

EXCLUSION OF RIGHT OF WITHDRAWAL

Landal GreenParks wishes to draw your attention to the fact that as reservations you make are legally binding, a 14-day right of withdrawal (what is referred to as the cooling-off period) is not applicable.

1. APPLICABILITY

1.1 These General Terms and Conditions are applicable to all offers and reservations/bookings relating to all accommodation and facilities for which Landal GreenParks Holding B.V. or its affiliated companies ("Landal GreenParks") acts as the agent for bookings in the United Kingdom.

1.2 These General Terms and Conditions understand "renter" as the person who concludes an agreement relating to the rent/use of accommodation in the United Kingdom. "User" (hereunder also referred to as "guest") is understood as the renter and the persons either specified by the renter or otherwise who make or will make use of the accommodation and/or camping pitches and/or other facilities rented by the renter.

1.3 These General Terms and Conditions are deemed to be applicable, irrespective of any reference you may make, either in advance or otherwise, to your terms and conditions, where relevant, or to other general terms and conditions. Landal GreenParks rejects all general terms and conditions to which you refer or which you use.

1.4 Agreements diverging from these General Terms and Conditions are valid solely when agreed in writing.

2. RESERVATIONS

2.1 Landal GreenParks processes solely reservations made by persons aged 18 and older. Consequently, reservations made by persons below this age are invalid.

2.2 Landal GreenParks reserves the right to refuse non-standard reservations, in particular for groups, without specifying the reasons, or to impose special conditions on any such reservations.

2.3 When Landal GreenParks processes your reservation then Landal GreenParks will send you a confirmation/invoice by email within 14 days of the reservation. You need to check this confirmation immediately on receipt to verify that it is correct. You must notify Landal GreenParks immediately of any inaccuracies.

2.4 If you have not received the confirmation/invoice within 14 days of making your reservation then you must contact the reservation office immediately. You will not be able to invoke any rights from your reservation if you do not do so.

2.5 An agreement is concluded between you and the owner as soon as Landal GreenParks confirms your reservation. Landal GreenParks does not have any statutory responsibility for agreements you conclude for the accommodation, or for the acts or omissions of the owners, service providers or other persons relating to your booking.

2.6 This agreement relates to the renting of accommodation and/or camping pitch and/or other facilities for recreational use, which by its nature is of a short term.

3. AMENDMENTS TO THE AGREEMENT

3.1 Landal GreenParks/the owner are not under the obligation to accept any amendments you may wish to make to the agreement once it has been concluded. Landal GreenParks/the owner may exercise their discretion in deciding whether and, if so to what extent, they are prepared to accept any amendments. When Landal GreenParks accepts your amendments then Landal GreenParks will charge you an amendment fee.

3.2 Changes in the date of arrival and/or location are not allowed within 28 days from arrival. The cancellation fee as laid down in Clause 14 of these General Terms and Conditions is then applicable.

3.3 When you wish to reduce the number of accommodations and/or camping pitches after the conclusion of an agreement for more than one accommodation and/or camping pitch then you will be charged the cancellation fee as laid down in Clause 14 of these General Terms and Conditions.

4. SUBSTITUTION

4.1 The renter and other users are not permitted to allow persons other than those specified in the agreement to use the accommodation and/or camping pitch, by whatever name and for whatever reason, unless otherwise agreed with Landal GreenParks/the owner.

4.2 When you and Landal GreenParks have agreed that you and/or one or more users are to be replaced by others then you remain, alongside the renter and/or users who replace you and/or other users, jointly and severally liable to Landal GreenParks for the payment of any part of the rent still due, the amendment fees (see Clause 3.1) and any additional costs incurred as a result of the substitution and any cancellation fees, where relevant.

5. PRICES

5.1 You are required to pay Landal GreenParks the agreed rent as specified in the confirmation/invoice for the reservation. You/the renter are also required to pay the reservation fee and the specific administration or other fees charged for your booking.

5.2 Any discounts and/or special offers available, where relevant, cannot be invoked once Landal GreenParks has issued the confirmation/invoice for the reservation.

5.3 All prices are inclusive of VAT, where applicable, unless otherwise stated.

5.4 Landal is entitled to implement and pass on price increases resulting from any interim amendments of statutory regulations and/or provisions (including but not limited to VAT, tourist tax, insurance tax) over which Landal GreenParks has no control.

6. PAYMENTS

6.1 When you make the reservation you are required to make a down payment of 30% plus the reservation fee, administration fee and insurance premiums. The aforementioned payment must be made within 14 days of the date of the confirmation/invoice for the reservation issued by Landal GreenParks.

6.2 The remainder of the rent must be received by Landal GreenParks by no later than 8 weeks before the day of arrival for the stay at Landal GreenParks as specified in the confirmation of the reservation.

6.3 In derogation of the above, when reservations are made between 8 and 4 weeks before the day of arrival for your stay then the entire amount (rent plus the fees and costs referred to in clauses 5 and 6) must be paid within 14 days of the date of the confirmation/invoice for the reservation. When reservations are made within 4 weeks before the day of arrival for your stay then the entire amount (rent plus the fees and costs referred to in clauses 5 and 6) must be paid immediately. Failure to make a payment in accordance with the above may result in Landal GreenParks/the owner refusing you the use of the accommodation and/or other facilities.

6.4 Your failure to make payments specified in the invoices before the expiry of the settlement date results in immediate default. Landal GreenParks will then, whenever feasible, offer you an opportunity to settle the outstanding amount within 7 days. If you still fail to make the payment then Landal GreenParks is entitled to dissolve (cancel) the agreement on the day of the expiry of the 7-day term. You will then be held liable for all the resultant loss incurred or yet to be incurred by Landal GreenParks, including all costs necessarily incurred by Landal GreenParks in connection with your reservation and the dissolution of the agreement. Landal GreenParks is always entitled to charge the cancellation fee for each accommodation. The provisions of Clause 14 are then applicable.

6.5 Landal GreenParks is at all times entitled to offset amounts receivable from you for whatever reason, against any amounts paid by you for whatever reason.

7. ARRIVAL AND DEPARTURE

7.1 The renter is not entitled to a refund of all or part of the rent and/or costs when the use of the accommodation and/or camping pitch and/or other facility is terminated earlier than on the date specified in the confirmation of the reservation. When you have taken out cancellation insurance and you meet the conditions laid down by the insurance company then you can submit a claim relating to the premature termination of your stay directly to your insurance company.

8. PETS

8.1 Pets are not allowed unless we state otherwise in the brochure or on the website. When you wish to bring a pet you will need to submit a request to do so: we will inform you of the decision as soon as possible.

8.2 You must bring your pet's basket with you. Pets are not allowed on beds or furniture. Pets other than dogs are allowed solely with specific permission from the owner.

8.3 Pets are not allowed in the central areas of the complex, clubs, stores, bars and swimming pools unless we state otherwise in the brochure or on the website. Some accommodation is governed by additional exclusions. Ask for information about these when you make your reservation.

8.4 You may not leave pets unattended in the accommodation or its garden, where relevant, and you must keep your dog on the leash within the boundaries of an accommodation, including its garden.

8.5 We are unable to guarantee that the accommodation you are seeking when you or someone in your group has an allergy to pets has never been occupied by dogs or other pets, even when the owner does not permit pets. Nor do we accept any responsibility whatsoever for delayed allergic reactions. You bear the responsibility for obtaining information about this before you make your booking, as some owners of accommodation may bring their pets with them to their accommodation. You must also read the information in our brochure or on the website about bringing pets with you on your holiday. When you wish to make your reservation you will always be informed of any additional costs charged for pets.

9. USE OF ACCOMMODATION; INVENTORY

9.1 The renter/user and the persons accompanying the renter are jointly and severally liable for the orderly state of affairs in and around the rented accommodation and/or camping pitch and elsewhere in the park, as well as for the use of the accommodation and/or camping pitch and for any equipment that is provided.

9.2 The renter/user and the persons that accompany the renter are also jointly and severally liable for any damage caused by breakage and/or loss and/or damage to the inventory and/or accommodation. The renter must report any damage to the owner and Landal GreenParks immediately and must pay compensation immediately and on-site, unless the renter can demonstrate that the damage is not attributable to the renter, other users or any of the other members of the renter's group.

10. CONDITIONS ATTACHED TO THE USE OF THE ACCOMMODATION

The owner has attached the following conditions to your stay in the accommodation.

Arrival and departure

10.1 You can arrive on the first day of the rental period of your accommodation at any required time after 16:00, unless we state otherwise in your confirmation, etc. You must leave before 10:00 local time on the day of your departure. When you arrive on the first day of the rental period after 18:00 then you will need to contact the person whose details are specified on your invoice/confirmation. If you do not do so then you may not be able to access your accommodation. If you still have not arrived by 12:00 local time on the second day of your rental period and you have not notified the person whose details are specified on your invoice/confirmation that you will be arriving later then we may, on behalf of the owner, deem that you have cancelled your booking. We will not refund you any amounts you may have paid.

Bed linen

10.2 Bed linen other than for cots is provided in your accommodation, unless stated otherwise. The bed linen can be in the form of duvets or sheets and blankets. You will need to bring bed linen for cots with you. Towels are not usually provided in the accommodation, unless stated otherwise.

Deposit

10.3 Some parks may request a key or other deposit. Any such deposit requested for your accommodation is an agreement arranged directly between you and the owner, which we may carry out on the owner's behalf. Information about the amount and comprehensive explanation about the time and manner in which the deposit is to be paid and the time at which it will be refunded, less costs of damage and compensation, etc., will be provided at the time of the booking.

Behaviour

10.4 You and all the members of your group agree to:

- keep the accommodation neat and clean;
- leave the accommodation in the same condition in which you found it on your arrival;
- refrain from behaviour in breach of the law throughout your stay in the accommodation;
- refrain from antisocial behaviour, disturbing the peace and from behaviour of any other form that could disrupt or influence the pleasure of others;
- refrain from using the accommodation for illegal or commercial purposes;
- refrain from sub-renting the accommodation or parts of the accommodation or allowing persons other than the members of your group who we have accepted on behalf of the owner to stay in the accommodation.

10.5 The owners of all accommodation are entitled to refuse to make the accommodation available to you when the unreasonable behaviour of a member of your group could give offence to other guests, members of staff or neighbours, or when the owner has reasonable reason to believe that you or a member of your group could cause loss or damage to the accommodation, services or facilities. The agreement between you and the owner will then be terminated: you will not receive a refund and the owner will no longer be liable to you in any manner whatsoever. The owners of all accommodation are entitled to terminate your stay when the unreasonable behaviour of a member of your group or a person you have invited to visit you in your accommodation will probably be detrimental to the pleasure, comfort or health of other guests, residents, neighbours or members of staff, or when a member of your group or a person you have invited to visit you in your accommodation has broken the law, or has or probably will infringe the owner's terms and conditions or the other terms and conditions governing the use of the accommodation that have been drawn to your attention. You must then vacate the accommodation immediately: you will not receive a refund. You may also be liable for any costs the owner has incurred as a result of your behaviour.

Maximum number of occupants:

10.6 You may not allow more persons to stay overnight in the accommodation than the number specified in the brochure or on the website. You may not admit visitors to the accommodation without prior permission from the owner. You may not make a significant change to the number of adults or children in your group for your stay (you may not, for example, make a booking for two adults and two children and then arrive with four adults and no children). You may not organise any events, such as parties, celebrations or meetings, in the accommodation without prior permission from the owner. Any breach of the above may result in the owner refusing to make the accommodation available to you or repossessing the accommodation. When the owner does so then we shall treat this as your cancellation of the booking. You will not then receive a refund of any amounts that you have paid for your booking, and we and the owner do not have a statutory liability to you for the situation that has arisen (for example, with respect to the costs or expenditure you incur because you could not stay in the accommodation, such as the costs incurred in finding alternative accommodation). Neither we nor the owner are under any obligation whatsoever to find alternative accommodation for you.

10.7 It is possible that children below the age of two are not counted as members of your group. Read the information about the policy adopted by the accommodation you have selected thoroughly before you book your stay.

Right of entry

10.8 The owner has the right to enter the accommodation – without notifying you in advance

when this is not practical, or is infeasible – when special circumstances or emergencies so require, for example the need to carry out repairs, or when you breach the law, these General Terms and Conditions, the owner's terms and conditions or other provisions governing your booking and/or the accommodation. The owner or the owner's representative is entitled to enter the accommodation to carry out inspections – including but not restricted to situations in which you have complained about the accommodation – when he/she has given you reasonable advance notification of his/her intention to enter the accommodation.

10.9 You agree to grant the owner or the owner's representative, including any of his/or staff, entry to the accommodation to the extent required pursuant to this Clause.

11. GENERAL TERMS AND CONDITIONS OF THE OWNER

11.1 The services required for your holiday are provided by persons, companies and other organisations that are completely independent from us: we act as their agent. The services these service providers and owners provide are governed by their general terms and conditions. Some of these terms and conditions may exclude or limit the liability of the owner or service provider to you, usually in line with the applicable international conventions, such as the Athens Convention in relation to international sea travel. The terms and conditions are available from the supplier on request.

12. DISABILITIES AND MEDICAL CONDITIONS

12.1 Please notify us, before your booking, of any disability/medical condition of you or a member of your group that could have an influence on your booking and provide us detailed information as soon as possible and in any case before your travel. The owner is entitled to refuse or cancel the reservation when he or she is of the reasonable opinion that he or she will not be able to adequately meet the needs of the relevant person.

13. SPECIAL REQUESTS

13.1 Please inform us of any special requests you may have when making your booking and then confirm them in writing. Although we shall pass on reasonable requests to the owner, we cannot guarantee that requests will be honoured. A confirmation stating that we have made a note of a special request or have passed it on to the owner or service provider, or the statement of a special request on a document, does not constitute confirmation that the request will be honoured. The inability of us or the owner to honour a special request does not constitute breach of contract by us or the owner.

14. CANCELLATION FEES

14.1 A cancellation fee will be charged when a reservation is cancelled. This fee is 30% of the total amount on cancellation up to 28 days before the day of arrival and the full total amount on cancellation on or within 23 days before the day of arrival.

14.2 You can take out cancellation insurance to cover cancellation risk at the same time you make your reservation.

14.3 Your non-arrival within 24 hours after the agreed date of arrival without notification is deemed to be a cancellation.

15. ADVANCE RESERVATION

15.1 You are offered the opportunity to make a reservation for a period for which the rates have yet to be published. You are then required to make an advance payment of EUR 30, which will be deducted from the amount ultimately set for the accommodation. The advance payment will be refunded when the provisional reservation is not subsequently converted into a definite reservation.

16. FORCE MAJEURE AND CHANGE

16.1 Should Landal GreenParks or the owner be unable to perform all or part of the agreement, temporarily or otherwise, due to force majeure then Landal GreenParks shall submit a change proposal to you, for example for alternative accommodation or another period, etc., within 14 days after we have become aware of the inability to perform the agreement or have the agreement performed.

16.2 A situation of force majeure arises when the performance of all or part of the agreement is hindered, either permanently or temporarily, by circumstances outside the control of Landal GreenParks/the owner, including circumstances such as war risk, labour disputes, blockades, fire, floods and other disruptions or circumstances.

16.3 You are entitled to reject the change proposal. You must give notification of your rejection of the change proposal within 14 days of its receipt. Landal GreenParks is then entitled to dissolve the agreement with immediate effect and you are entitled to the remission of the rent and/or refund of the amount of rent already paid. Landal GreenParks/the owner is not then obliged to compensate for any loss.

17. TERMINATION

17.1 Landal GreenParks is at all times entitled, on behalf of the owner, to terminate the agreement with immediate effect when it transpires that the personal details of yourself and of the other users stated at the time the reservation was made are incomplete and/or incorrect. The rent will not then be refunded, either in whole or in part.

18. LIABILITY

18.1 You indemnify Landal GreenParks against all claims made by third parties arising from any acts or omissions on the part of yourself, other users, members of your group or third parties visiting the park with your permission.

18.2 You are responsible for all loss or damage to the accommodation or its inventory caused by you, other users, members of your group or third parties invited to visit you in your accommodation, and you agree to compensate the owner/Landal GreenParks accordingly. The owner is entitled to request a deposit to cover any such costs. On your arrival you may be requested to complete a checklist for the accommodation and inventory and then sign the checklist. Notify the owner/holder of the keys of any missing items or damage immediately on your arrival. You are liable for the costs of any additional cleaning that the owner deems to be necessary.

18.3 As we act solely as the agent for the owner or service provider, we do not accept any legal or other responsibility for acts or omissions on the part of the owner, service provider or other persons working for or representing them.

18.4 As all accommodation is within the exclusive control of the owners we are also unable to accept any legal or other responsibility for problems with or errors relating to the accommodation or to travel arrangements. You conclude an agreement with the owner that is governed by the owner's terms and conditions.

19. COMPLAINTS

19.1 You may, not withstanding the care taken and the efforts made by the owner, be of the opinion that you have a justified complaint about your holiday accommodation. If so, you must lodge your complaint to the management of your park before you leave the park.

19.2 We, together with the owner, will take action to resolve any complaint that you lodge as soon as possible. As the agreement for your arrangement is concluded with the owner, you should contact the owner about any questions or concerns that you may have. It is essential that you immediately contact the owner or the owner's representative to inform him/her of any problem that arises so that he/she can resolve the problem as soon as possible.

19.3 If you are dissatisfied with the settlement of a complaint then can lodge a written complaint within 1 month after your departure from the park with: Landal GreenParks B.V., Guest Services department, Postbus 175, 2260 AD Leidschendam, or to gastenservice@landal.com, together with a statement of your reservation number, name and address, the dates of your stay, the name of your park and the number of your accommodation. We will deal with your complaint with the greatest of care. Should this unfortunately also fail to result in a satisfactory solution then you can lodge a written complaint within 3 months after your departure from the park with the Geschillencommissie Recreatie (Recreation Dispute Committee) in The Hague or submit the complaint to the court which has jurisdiction according to the law. The Committee issues a binding opinion.

2.0 APPLICABLE LAW

20.1 Netherlands law is applicable.

20.2 The agreement with the owner or the owner's general terms and conditions may derogate from Clause 20.1.

2.1 TRAVEL DOCUMENTS

21.1 You are responsible for ensuring that you possess the valid travel documents required for your destination. Landal GreenParks does not accept any liability for the consequences of your failure to possess the necessary travel documents.

22. PRIVACY

22.1 All the data you issue us will be saved in a file and shared with Hoseasons and the owner. The data file is used for our administration of guests. This data can also be used to provide targeted information about us and our offers, as well as the associated products and services available both from us and from third parties. These products and services include those provided by the various business units of Wyndham Worldwide, the Landal GreenParks parent company. We may arrange for your data to be combined with the data known to other companies so that we can tailor the information and offers as closely as possible to your interests.

22.2 On your request we shall correct, supplement, delete or protect your data, for example when the data is incorrect. You may then be unable to use all or part of our services. You are entitled to request us to notify you of any processing of your personal data.

22.3 If you do not wish to receive interesting information or offers then you can let us know by sending a card to Landal GreenParks B.V. Address Management department, Postbus 175, 2260 AD Leidschendam, or an email to info@landal.com.

23. GENERAL

23.1 Landal GreenParks will send digital correspondence unless this is infeasible.

23.2 Obvious typographical errors and misprints are not binding on Landal GreenParks.

23.3 This version of these General Terms and Conditions replaces all previous versions.