



## **RECRON GENERAL TERMS AND CONDITIONS OF GROUP ACCOMODATION**

These are the RECRON General Terms and Conditions of Group Accomodation from the HISWA-RECRON. These RECRON General Terms and Conditions have been prepared through consultation of the consumers' association 'ANWB', in the context of the self-regulatory project 'Coördinatiegroep Zelfreguleringsoverleg' of the council for socio-economic policies 'Sociaal-Economische Raad' (SER) and they have become effective as of 1 July 2016. These General Terms and Conditions are solely applicable to members of the HISWA-RECRON. The HISWA-RECRON shall take action against any misuse. The conditions have been filed with the registry of the Court of Amsterdam on the 2th of June under number 58/2020.

### **Article 1: Definitions**

In these conditions, the following definitions apply:

- a. group accommodation/conference venue: the whole or a part of buildings, vessels and/or accommodations with all accessories, household items, and matters rented as a package;
- b. business: the company, institution, or association which makes available the group accommodation or the conference venue to the contracting party;
- c. contracting party: the entity concluding the agreement on behalf of a group;
- d. group: the group of individuals which pursuant to the agreement is entitled to stay at the group accommodation or the conference venue;
- e. group members: those who are a part of the group;
- f. established price: the compensation which is paid for the use of the group accommodation/the conference venue; thereby must be indicated in writing what is and what is not included in the price;
- g. costs: all costs for the business which are related to the running of the recreational business;
- h. information: data transmitted in writing or electronically regarding the use of the group accommodation/the conference venue, the facilities, and the rules concerning the stay;
- i. arbitration committee: 'Geschillencommissie Recreatie en watersport' in The Hague, composed of said ANWB/HISWA-RECRON;
- j. cancellation: the termination in writing of the agreement by the contracting party before the effective date of the stay.
- k. a dispute: in case a complaint filed with the business by the visitor is not resolved to the satisfaction of parties.

On all occasions where in the conditions reference is made to group- accommodation, thereby must be intended conference venue(s) as well.

### **Article 2: Content agreement**

1. The business makes available for recreational and/or professional purposes, that is, not for permanent residence, the established group-accommodation to the group, for the established period and the established price.
2. The business is obligated to provide the written information on the basis of which this agreement is partly based to the visitor in advance. The business always announces changes to it timely to the contracting party in writing.
3. If the information deviates significantly from the information provided upon conclusion of the agreement, the visitor has the right to cancel the agreement free of charges.
4. The contracting party has the obligation to observe the agreement and the rules in the associated information. He makes sure that the group members observe the agreement and the rules in the associated information.

5. If what is stipulated in the agreement and/or the associated information violates the RECRON-conditions, the RECRON-Conditions prevail. This leaves unaffected that the contracting party and the business can make individual additional arrangements, whereby to the benefit of the contracting party these conditions are deviated from.
6. The business assumes that the contracting party enters into the agreement with the consent of the group members.
7. The contracting party is bound to hand over to the business a list with the group members no later than on the day of arrival.

### **Article 3: Duration and termination of the agreement**

The agreement legally ends after expiry of the established period, without notice being required .

### **Article 4: Price and price changes**

1. The price is established on the basis of the rates applicable at that time, as they have been established by the business.
2. If after determining the established price, due to an increase of the burdens on the part of the business, additional costs arise as a result of a changes to charges and/or levies which regard the accommodation or the contracting party and/or the group members directly, these can be passed on to the contracting party, also after conclusion of the agreement.

### **Article 5: Payment**

1. The contracting party must make the payments in euros, unless agreed otherwise.
2. If the contracting party, despite prior written injunction, does not or not properly comply with his payment obligation within a two-week term after the written injunction, the business has the right to cancel the agreement with immediate effect, without prejudice to the right of the business to full payment of the established price.
3. If the business on the day of arrival is not in possession of the total due amount, he has the right to deny the contracting party and the group members access to the group accommodation, without prejudice to the right of the business to full payment of the established price.
4. Such extrajudicial costs as are reasonably incurred by the business, after a default notice, are borne by the contracting party. If the total amount is not paid on time, after written summation the legally established interest rate will be applied over the still outstanding sum.

### **Article 6: Cancellation**

1. Upon cancellation, the contracting party pays a fee to the business . It amounts to:
  - in case of cancellation more than twelve months before the effective date, 10% of the established price;
  - in case of cancellation within twelve to six months before the effective date, 30% of the established price;
  - in case of cancellation within four to six months before the effective date, 70% of the established price;
  - in case of cancellation within two to four months before the effective date, 80% of the established price;
  - in case of cancellation within two months before the effective date, 95% of the established price;
  - in case of cancellation on or after the effective date, 100% of the established price.
2. In case of the cancellation of the agreement, concluded by or on behalf of another person than a legal person or company, the fee must be refunded after deduction of administration costs proportionally if the group accommodation is reserved by a third party for the same period or a part thereof. In all other cases, the fee will be refunded proportionally after deduction of the administration costs, if the group-accommodation is reserved by a third party on the recommendation of the contracting party and with the written approval of the business for the same period or a part thereof.

### **Article 7: Use by third parties**

1. Use by third parties of the group accommodation is only permitted if the business has given its

written consent for this.

2. The granted consent may be subject to conditions, which in such case must also be established in writing beforehand.

#### **Article 8: Premature departure of the contracting party**

The contracting party owes the full price for the established period.

#### **Article 9: Premature termination by the business and evacuation in case of an attributable shortcoming and/or illegitimate action**

1. The business can cancel the agreement with immediate effect:
  - a. If the contracting party and/or the group members does/do not or not properly observe the obligations from the agreement, the rules from the associated information and/or the government regulations, despite prior written warning, and in such a manner that by standards of reason and fairness it cannot be demanded from the business that the agreement is continued;
  - b. If the contracting party and/or the group members despite prior written warning cause(s) disturbance to the business and/or others, or if the contracting party and/or the group members disturb(s) the good atmosphere on or in the direct surroundings of the premises;
  - c. If the contracting party and/or the group members, despite prior written warning, through the use of the group-accommodation act(s) in violation of the end-use of the premises.
2. If the business wishes premature cancellation and evacuation, he must let the contracting party know by personally handing of a letter to that effect. In that letter, the possibility of submitting the dispute to the Arbitration Committee must be pointed out to the contracting party, as well as the term as described in article 13 section 3, which must thereby be observed. The written warning can be foregone in urgent cases.
3. After cancellation, the contracting party must make sure that the group accommodation has been evacuated and the group or the relevant group members have left the premises as swiftly as possible, though in case no later than within 4 hours.
4. If the contracting party fails to evacuate the group-accommodation, the business has the right to evacuate the group-accommodation at the expense of the contracting party.
5. The contracting party remains in principle bound to pay the established rate.

#### **Article 10: Legislation and regulations**

1. The business makes sure at all times that the group -accommodation is compliant both internally and externally with all environmental and safety requirements which may be imposed by the authorities on group-accommodation.
2. The contracting party and the group members are obliged to strictly observe all safety requirements applicable to group-accommodation. The contracting party and the group members also make sure that third parties which visit him/her and/or stay with him/her strictly observe the safety requirements applicable on the premises.

#### **Article 11: Maintenance and installation**

1. The business is obliged to keep the group -accommodation and the central facilities in a proper state of repair.
2. The group is obliged to keep the group-accommodation and the terrain around the group-accommodation in the same condition during the effective time of the agreement.
3. It is not permitted to the contracting party and the group members to dig, fell trees, prune bushes on the premises around the group accommodation, nor to develop any other activity of a similar nature.

#### **Article 12: Liability**

1. Legal liability of the business for other damage than personal injury and damage due to decease is limited to a maximum of € 455,000 per event. The business is obligated to take out insurance for this.
2. The business is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which can be attributed to the business.

3. The business is not liable for the consequences of extreme weather influences or other forms of force majeure.
4. The business is liable for outages of the utilities unless he can appeal to force majeure.
5. If the rented group-accommodation outside the fault of the business has come undone or temporarily cannot be used, the business and the contracting party have the right to cancel the agreement. If the coming undone of the group-accommodation or its temporarily being out of order can be attributed to the business, the contracting party can demand compensation of damages.
6. The contracting party is liable towards the business for damage which is caused by actions or failure to act on his part and/or of (one of) the group members, to the extent it regards damage which can be attributed to the contracting party and/or (one of) the group members.

### **Article 13: Dispute arrangement**

1. The visitor and the business are bound by rulings of the Arbitration Committee.
2. To all disputes regarding the agreement, Netherlands legislation is applicable. Exclusively the Arbitration Committee or a Netherlands Court is competent to hear these disputes.
3. In case of a dispute regarding the adoption or the implementation of this agreement, the dispute must be brought to bear no later than twelve months after the date on which the visitor submitted the complaint with the business in writing or in another form to be determined by the Arbitration Committee with the same. If the business wishes to submit a dispute to the Arbitration Committee, it must request the visitor to pronounce himself within five weeks whether or not he wishes to take recourse to the Arbitration Committee. The business must thereby announce that after the expiry of said term it will consider itself free to submit the dispute to the court of law. Wherever the conditions refer to Arbitration Committee, a dispute can be submitted to the court of law. If the visitor has presented the dispute to the Arbitration Committee, the business is bound by this choice.
4. For the handling of disputes, reference is made to the Regulation Arbitration Committee Recreation and Boating. The Arbitration Committee is not competent to take under advisement a dispute which regards illness, injury, death, or the non-payment of an invoice which is not based on a substantive complaint.
5. For the handling of a dispute, a fee is due.

### **Article 14: Compliance guarantee**

1. HISWA-RECRON will assume the obligations of a HISWA-RECRON-member vis-a-vis the contracting party, imposed on them through the binding advice of the Arbitration Committee, under the conditions stipulated in this article, if the business in question has not complied with the binding advice within the term stipulated for this.
2. The compliance guarantee arrangement does not apply if suspension of payment has been granted to the business, if it has gone bankrupt, or has ended its company activities before the contracting party has fulfilled the formal requirements for submitting the dispute.
3. If suspension of payment has been granted to the business, or if the business has gone bankrupt, HISWA-RECRON assumes the obligations of the business for up to a maximum of € 2,500 per dispute. This obligation only applies with regard to binding advice pronounced in cases which were under advisement by the Arbitration Committee at the moment of suspension of payment or of bankruptcy. That means that the contracting party has filled out the questionnaire, signed and returned it, has paid the complaint fee and has complied with such security deposit as may be necessary.
4. If the business does not comply with the binding advice of the arbitration committee and this advice consists of the payment of compensation, then HISWA-RECRON assumes, against cession of this claim, the payment obligation for a total amount of a maximum of € 5,000 per dispute. For the exceeding amount, HISWA-RECRON refunds, to the extent reasonable, the costs of legal assistance. Cassation proceedings are excluded therefrom. HISWA-RECRON may also choose to pay, instead of the costs of legal assistance, the entire exceeding amount to the contracting party.
5. If the business does not heed the binding advice of the arbitration committee in the matter of a prohibition of injunction, then the contracting party has the choice to request compliance with the binding advice judicially, or to request the Arbitration Committee to establish a substitute compensation sum to be settled with the contracting party. The compliance guarantee of HISWA-

RECRON consists of the fact that, in the event the contracting party judicially requests compliance with the binding advice, HISWA-RECRON will contribute up to a maximum of € 2,500 per dispute to the costs of legal assistance. Cassation proceedings are excluded therefrom. In case the contracting party chooses for substitute compensation, then what is stipulated in section 4 of this article applies if the business does not comply with a binding ruling by the Arbitration Committee in the matter either.

6. In case the business has submitted the binding advice within two months after its date of issue for assessment to the civil court of law, then the possible compliance with the binding advice by the business and HISWA-RECRON is suspended until the civil court has pronounced sentence.
7. It is required for application of the compliance guarantee, that the contracting files a written appeal thereto with HISWA-RECRON.

#### **Article 15: Modifications**

Modifications to the RECRON-conditions can only be established through consultation with the consumer associations, in this case represented by ANWB.