

General Conditions

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1. Application

- 1.1 These General Conditions are applicable to all offers, reservations and agreements in relation to all accommodations and other facilities, being rented out by Sparcs Travel, part of Sparcs B.V., later to be called 'Sparcs'.
- 1.2 In these General Conditions the word 'renter' stands for: the person who concludes an agreement in relation to rent/usage of accommodation. By the word 'user' is meant: the renter and the listed persons registered by the renter who are/will be using the accommodation and/or other facilities rented by the renter.
- 1.3 These General Conditions are applicable irrespective of the renters' (previous) referral to possible private terms or other general terms. Sparcs

declines all general terms to which the renter refers or which the renter uses.

- 1.4 Deviant commitments of these General Conditions only valid when agreed to in writing.

2. Definitions

- 2.1 Down payment
30% of the travel amount increased with reservation costs and possible cancellation and/or travel insurance.
- 2.2 Travel amount
The travel amount consists of the rental amount increased with extra's as sheets, tourist tax, children's bed, etc. exclusive of cancellation insurance, travel insurance and reservation costs.
- 2.3 Total amount
The total amount consists of the travel amount inclusive of cancellation insurance, travel insurance and reservation costs. This total amount is stated on the confirmation of the reservation and the invoice.

3. Reservations

- 3.1 Sparcs will only consider reservations of persons over 17 years of age. Reservations by persons under the age of 18 will therefore not be valid.
- 3.2 Sparcs retains the right to - without statement of reasons - refuse to consider a reservation at all times.
- 3.3 When Sparcs considers the reservation, Sparcs will send a written confirmation of the reservation and subsequently also an invoice within 14 days after completion of the reservation. These need to be verified on accuracy directly on receipt. Any possible inaccuracy needs to be reported to Sparcs immediately.
- 3.4 Should a written confirmation/invoice have not reached the renter within 14 days after completion of the reservation, the renter should contact the reservations department at once. Failing this, no appeal to the reservation can be made.
- 3.5 An agreement between the renter and Sparcs is achieved the moment Sparcs has sent the written confirmation of the reservation to the renter.
- 3.6 The agreement concerns rent of the accommodation and/or other facilities for recreational purposes, which by its nature is of short duration.

4. Changes in the agreement

- 4.1 Should the renter, after the establishment of the agreement, wish to make changes in the agreement, Sparcs is not obliged to accept these changes. Sparcs is free of choice to determine whether or to what extent these changes are acceptable. In case Sparcs accepts the change, changing fees can be charged.

5. Replacement

- 5.1 It is not permitted for the trader, the renter and other users to hand over, in any name and on any ground whatsoever, the usage of accommodation other persons than in the agreement listed persons, unless written agreement is drawn up with Sparcs.
- 5.2 In case the renter and Sparcs have agreed that the renter and/or one or more users will be replaced, the renter will remain - besides the renter and/or other users who will replace the renter and/or other users - in person jointly and severally liable to Sparcs for payment of the outstanding part of the total amount, the changing fees (see article 4.1) and the possible additional costs resulting from the replacement and a possible cancellation fee.

6. Prices

- 6.1 The renter is due to Sparcs the agreed total amount, as mentioned in the written confirmation of the reservation and also on the invoice. In case of unforeseen and provable increase of costs for Sparcs (personnel, energy costs, taxes, etc.) after the contracting of the agreement, Sparcs has the right to increase her prices and charge the renter for the increased price. If this increase of costs is being carried through within 3 months after the agreement was established, the increase of the price will be no more than 5% of the initial agreed price and the renter has the right to annul (cancel) the agreement on these grounds.
- 6.2 Discounts and/or special offers are no longer applicable after the confirmation of the reservation has been sent by Sparcs.
- 6.3 All prices are, when applicable inclusive of VAT, unless stated otherwise.

7. Extra costs

- 7.1 In addition to the rent, the renter is also due reservation costs and handling fee, obligatory extra's (for example sheets, tourist tax, etc.) inclusive of contribution of other costs.

8. Payments

- 8.1 Travel amounts increased with the charged costs, till € 200,- should be paid in total directly at reservation. In case of a travel amount over € 200,- a down payment of 30% with a minimum of € 200,- increased with the administration costs and insurance fees needs to be paid. Payment of aforementioned amounts should be made within 14 days after the invoice date of Sparcs.
- 8.2 The remaining amount of the total amount should be on the bank account of Sparcs at the latest 6 weeks before the arrival day - day of commencement of the stay in the accommodation mentioned in the confirmation of the reservation.

- 8.3 In case of reservations with commencement of stay within 6 weeks, the total amount should be paid in total immediately after receiving the invoice. If, on arrival at the park/hotel, the total amount has not been received on the Sparcs bank account, the renter can be denied use of the accommodation and/or other facility. Should, at a later stage, show that a payment instruction was ordered by the renter, but the amount was not entered to Sparcs bank account at the time of arrival, restitution of the surplus paid amount will take place.
- 8.4 In case of failure to payment of the invoiced amount in due time, the renter is in omission immediately after expiry of the terms of payment. In this case Sparcs will afford the renter in writing the possibility to pay the amount due within 7 days. Should payment than also fail, Sparcs retains the right to annul (cancel) the agreement as of the day the 7 days period expires and the renter is liable for all resulting losses Sparcs suffers or will suffer, including all costs made in connection with the reservation and in order to cancel the reservation. Sparcs has every right to charge the renter cancellation costs per accommodation. In that case the conditions of article 15 are applicable.
- 8.5 Sparcs has the continuous right to settle any claims addressed to the renter on any ground whatsoever with the on any ground whatsoever paid amounts.

9. Travel documents

The travel documents will be sent approx. 2 weeks before arrival date, and after the total amount has been received on the Sparcs bank account.

10. Arrival and departure

- 10.1 The rented accommodation can be entered on the arrival day - the agreed day of arrival as mentioned in the confirmation of reservation - from the pre-set time onwards (check-in time). On the departure day - the agreed day of departure as mentioned in the confirmation of reservation - the accommodation should be departed before the pre-set time (check-out time). For the times we refer you to the travel documents (see also article 9).
- 10.2 Should the renter wish to lengthen the duration of the period of stay in the agreement with Sparcs and Sparcs agrees to do so, Sparcs is entitled to indicate a different accommodation.
- 10.3 In case of ending the use of the accommodation and/or other facilities before the agreed day as mentioned in the confirmation, the renter has no right to restitution of (a part of) the rental/travel amount and/or costs, unless a cancellation insurance has been contracted and the mentioned requirements in the cancellation insurance conditions are met.

11. Regulations

- 11.1 All guests are obliged to follow the rules and regulations determined by the parks/hotels. These rules and regulations are registered in, for example, Swimming Pool Regulation and/or the Park/Hotel Regulations, etc. These regulations are available on request at the reception desk.
- 11.2 In accordance with the local regulations one is, when requested, obliged to identify oneself at the 'check-in'. When guests are not able to show their identification card, the concerned park/hotel is not able or allowed to accommodate these guests.
- 11.3 Every accommodation may only be occupied up to the maximum amount of persons determined by the park/hotel, which is mentioned in the travel information/brochure of the concerning accommodation.
- 11.4 If the at the park/hotel present restaurant-, bar- and/or hall rental company provide the renter any catering services or agreements, the Uniform Regulations of the Catering Industry (The Netherlands) are applicable. A copy of these regulations is available on request at the reception of the park/hotel.
- 11.5 Sparcs retains the right to apply changes in the planning and opening hours of the facilities of the parks/hotels. For the implementation of necessary maintenance the renter will, without right for compensation, allow that activities in the accommodation or other facilities will be executed during the renters' stay.
- 11.6 In several parks it is, due to safety reasons, not permitted to place tents near the accommodation.
- 11.7 At infringement of the rules and regulations registered in these General Conditions, the Park/Hotel Regulations and other Regulations and/or not following up of the instructions or orders given by the personnel, Sparcs is entitled to immediately have the renter and any other user of the park/hotel removed without restitution of the travel amount or a part of the travel amount.

12. Pets

- 12.1 Depending on the accommodation, a maximum of one or two pets belonging to the renter or the users will be permitted by Sparcs. If the renter and/or other users wish to bring along pets, this needs to be reported immediately at time of reservation. Sparcs will charge the renter the additional amount, which will be paid by the renter. Sparcs retains the right to - without statement of reasons - refuse pets at the park/hotel. Pets are not allowed at certain parks/hotels and certain accommodations.
- 12.2 Pets means dogs and cats. For dogs and cats a surcharge may be applicable. All animals need to be reported at time of reservation.
- 12.3 Pets are not permitted at water areas, swimming pools, restaurants, covered centre facilities and other public places at the park/hotel (unless stated otherwise). Instructions at the park/hotel should be followed. Pets may not cause inconvenience to other guests.
- 12.4 A dog basket should be brought along and a flea collar for dogs and cats is obligatory.
- 12.5 Pets of visitors are in some parks/hotels not allowed.
- 12.6 For the transport of animals to countries within the EU, a passport according to the European model (as from July 3, 2004) is obliged. The

animals should be vaccinated against rabies and identification through chip or tattoo is obligatory. The renter himself is responsible for possession of the necessary and valid travel documents which are required for the destination.

13. Damage, loss

- 13.1 The renter, mentioned on the confirmation of the reservation, is responsible, that which the responsibility or the liability of the other users/guests refrains from, for an orderly course of affairs in and around the rented accommodation or elsewhere in the park/hotel, for as far as such is being influenced by him or his company/the other users.
- 13.2 Besides that, the renter continuously liable, that which the liability of the other users refrains from, for damage through break and/or loss and/or damage of the inventory and/or accommodation. Possible damage should immediately be reported by the renter to the reception/Management of the concerning park/hotel and should immediately be compensated for on location, unless the renter can prove that he/or the other users or other members of his company are not to blame for the damage caused.

14. Deposit

- 14.1 The park/hotel can require a deposit of € 500,- per accommodation emplacement at the commencing of the stay. If this deposit is not directly paid for, the park/hotel is entitled to deny the renter and/or other users admission and use of the accommodation.
- 14.2 Moreover, Sparcs is entitled to annul (cancel) the agreement immediately, in case the renter fails payment of the deposit.
- 14.3 The deposit or the possible remaining part of the deposit after settlement of claims of Sparcs to the renter and/or other users, will be refunded to the renter if the accommodation has been left behind properly, with due regard for article 11. Possible claims for damages are not liquidated by this restitution.

15. Cancellation fee

- 15.1 Cancellation insurance, travel insurance and reservations costs are non-refundable.
- 15.2 In case a reservation is being cancelled, one of the following cancellation fee is due:
- cancellation till the 42nd day (exclusive) before the arrival date: 30% of the travel amount
 - cancellation from the 42nd day (inclusive) till the 28th day (exclusive) before arrival date: 60% of the travel amount
 - cancellation from the 28th day (inclusive) till the day of arrival: 90% of the travel amount
 - cancellation on the day of arrival or later: 100% of the travel amount

- 15.3 The renter can take out a cancellation insurance against this risk simultaneously with the reservation.
- 15.4 In case the renter has not arrived without further notice within 24 hours of the agreed arrival date (a so-called no-show), this will be considered a cancellation.

16. Pre-reservations

- 16.1 It is possible to place a pre-reservation for a period, for which prices are not yet known. After report and publication of the definite price the renter has 5 working days to decide whether the renter wants to convert the pre-reservation into a definite reservation or decline without any costs.

17. Avis Car Rental

The General Terms and Conditions of Car Rental of Avis Autoverhuur b.v. apply to all car rental bookings. These Terms and Conditions can be found on our website, or can be sent to you on request.

18. Force majeure and alterations

- 18.1 In case Sparcs is not (temporarily) capable of accomplishing, completely or partially, the agreement caused by a force majeure, the renter will be presented with a proposed change (for alternative accommodation/alternative period etc.), within 14 days after notification to Sparcs about the impossibility to deliver services.
- 18.2 A force majeure on the side of Sparcs exists in case the accomplishment of the agreement, completely or partially, is being made (temporarily) impossible by circumstances without Sparcs' consent, among them: danger of war, strike of personnel, blockades, fire, flooding and other interruptions or occurrences.
- 18.3 The renter has the right to decline the proposed change. In case the renter declines the proposed change, the renter should notify Sparcs within 14 days after receiving the proposed change. In this case Sparcs has the right to annul the agreement immediately. The renter will have the right to remission and/or refund of the (partly already) paid travel amount. Sparcs will in this case not be held to compensation of any damage.

19. Termination

- 19.1 Sparcs has the right to annul the agreement immediately at all times, if it shows that personal data of the renter and/or other users reported at time of reservation, are incomplete or incorrect. In such a case there will be no restitution of the travel amount or a part of the travel amount.

20. Liability

- 20.1 Sparcs accepts no liability for theft (including theft from lockers in accommodations and swimming pool lockers), loss or damage from or to items as well as persons, from whatever kind, caused during or owing to a stay at one of the Sparcs parks/hotels and/or the rent/use of accommodation and/or other facilities of the park/hotel, unless intention or serious misconduct of Sparcs or (one of) her employees is proven.
- 20.2 Liability for damage consisting of spoiling of travel pleasure or corporational- and other consequential damage, is in all circumstances excluded. Furthermore, Sparcs is in no case liable for damage which is entitled to compensation by travel- and/or cancellation insurance or any other insurance.
- 20.3 Sparcs is not liable for failure of services or shortcomings of supplied services by third parties.
- 20.4 Liability on grounds of illegal act is in any case limited to a maximum of € 75.000,- for personal accidents per guest per stay and liability for material damage is in any case limited to a maximum of € 1.500,- per renter/user per stay.
- 20.5 The renter is with the other user(s), jointly and severally liable for all loss and/or damage to the rented accommodation and/or other park/hotel assets caused during use by the renter and/or other users, regardless whether this was caused by act or neglect by the renter and/or third parties who are present at the park/hotel with the renters' permission.
- 20.6 The renter safeguards Sparcs against any claims relating to damage of third parties which (partly) result from any acting or neglecting of the renter himself, other users, the renters' travelling-companions or third parties who are present at the park/hotel with the renters' permission.
- 20.7 At incorrect use or not leaving the accommodation properly behind, inclusive though not confined to excessive filthiness, extra costs will be charged, which the renter is obliged to pay immediately.

21. Complaints

- 21.1 Despite of the utmost care and work of Sparcs the renter may be of opinion that he has a legitimate complaint in relation to the holiday accommodation. This complaint needs to be reported, in the first instance, directly to the management of the concerning park/hotel of stay. In case this complaint is not settled to the renters' satisfaction, the renter has the opportunity to submit a written complaint till one month at the latest after departure from the park/hotel to: Sparcs Travel, After-sales Department, P.o. box 189, 6710 BD, Ede, The Netherlands. The complaint will be attended to with the utmost care. Should no satisfactory solution have been reached, the renter has the opportunity to report the complaint at the Commission of Dispute Recreation at The Hague, The Netherlands or to refer the complaint to a competent court judge, till 3 months at the latest after leaving the park. The decision of this commission has the power of a mandatory opinion.

22. Applicable law

- 22.1 The Dutch Law is exclusively applicable to the agreement between the renter and Sparcs.

23. Travel papers

- 23.1 The renter himself is responsible to dispose of the necessary and valid travel papers (passport, national identity card) required by the destination. Sparcs does not accept responsibility for the consequences resulting from not possessing the necessary and valid travel papers.

24. General

- 24.1 Apparent misprints/printer's errors do not commit Sparcs. With these General Conditions all previous publications are invalid.
- 24.2 All information provided by the renter to Sparcs will be recorded in a data file. This data file is registered at the Protection of Personal Data College at The Hague, The Netherlands. The data file is being used for Sparcs' guests administration. These data can also be used for providing direct information and special offers of Sparcs products and services, both by Sparcs herself and by third parties. To adjust this information and special offers to interest, we can combine the data with known data from other companies. Should you not appreciate receiving interesting information or offers, you can inform us by post: Sparcs Travel, After-sales Department, P.o. box 189, 6710 BD, Ede, The Netherlands.
- 24.3 It is our intention to have you fully enjoying your luxurious holiday. Therefore, we welcome your compliments and any possible remarks or complaints. Sparcs Travel, After-sales Department, P.o. box 189, 6710 BD, Ede, The Netherlands. info@sparcstravel.eu

These General Conditions in English are only a free translation of the Dutch originals. No right can be derived from these conditions.