

06 February 2018

Vekabo terms of delivery for holiday accommodation

These Vekabo terms of delivery were adopted by the management board of Vekabo Nederland on 06 February 2018 and they come into effect on 01 March 2018. These terms of delivery apply exclusively to Vekabo members when their contracts with the holidaymakers/user of holiday accommodation explicitly refer to these Vekabo terms of delivery for Holiday Accommodation of 06 February 2018



Article 1: Definitions

In these terms and conditions, the following terms are defined as stated below:

- a. holiday accommodation: a tent, folding trailer, camper van, (static) caravan, bungalow, summer home, etc.;
- b. proprietor: the business, organisation or Foundation that makes the holiday accommodation available;
- c. holidaymaker: the person who concludes a contract with the proprietor in connection with the holiday accommodation;
- d. season: a period of at least three months and no more than eight months in a calendar year;
- e. connection costs: the costs for connecting the holiday accommodation to an existing mains network;
- f. rules of conduct: rules about the use of and the stay at the recreation business, the location and the holiday accommodation;
- g. complaints protocol: if a group has a complaint that cannot be resolved with the Vekabo proprietor in question, the group can submit the complaint to Vekabo Nederland (info@vekabo.nl). VeKaBo Nederland will process this complaint in accordance with its complaints protocol. This complaints protocol forms a part of the Standing Orders of Vekabo Nederland.

Article 2: Content of the contract

1. The proprietor makes the agreed holiday accommodation available to the holidaymaker for recreational purposes, i.e. not for permanent housing purposes, for the agreed period.
2. The contract is concluded on the basis of the information, brochures and/or other advertising material made available to the holidaymaker by the proprietor.

Article 3: Reliability and safety

1. The proprietor has the right to check the reliability and safety of the existing electricity, gas and water system in the holiday accommodation. The conditions of the utility companies are leading, as is any legislation.
2. The proprietor guarantees the reliability and safety of the holiday accommodation that is made available, unless he can invoke force majeure or when this is the result of system failures caused by the holidaymaker.
3. The holidaymaker is not permitted to use an LPG system at the location other than a vehicle system that has been approved by the National Vehicle and Driving Licence Registration Authority.

Article 4: Maintenance and installation

1. The proprietor is responsible for maintaining the holiday site.
2. Other than customary maintenance, the holidaymaker or the user is not permitted to dig on site, to fell trees or trim bushes, to lay gardens, plant flower bulbs, install antennas or satellite dishes, to erect fences or gates, to build verandas, tiled terraces, extensions or additions or other facilities of any nature near, on, underneath or around the holiday accommodation without the prior written consent of the proprietor.

Article 5: Prices and price change

1. The agreed price includes the costs for using gas, electricity, water, the sewer and other associated costs, with the exception of tourist tax, unless specified otherwise beforehand.
2. If after the price has been set, there is an increase in the tax burden on the part of the proprietor and this results in additional costs due to changes to taxes, levies or other charges that also relate to the holidaymaker, they can be passed on to the holidaymaker.

Article 6: Price adjustments for contracts concluded for more than one season

1. Without prejudice to the provisions of Article 5.2, the proprietor is entitled to adjust the agreed rate no more than once a year. The adjusted rate is announced to the holidaymaker in writing at least one month before the end of the calendar year.
2. In the case of a price adjustment other than by virtue of Article 5.2, the holidaymaker can cancel the contract within 30 days of the announcement. This cancellation starts on the date on which the new rate comes into force.

Article 7: Payment

1. The holidaymaker must make his payments in Euros in accordance with the agreed payment terms, unless agreed otherwise.
2. If despite a prior written warning, the holidaymaker fails to fulfil his payment obligation, the proprietor is entitled to terminate the contract with immediate effect in accordance with the provisions of paragraphs 3 and 4.
3. If the proprietor cancels the contract, he has to announce this to the holidaymaker in a registered letter or a letter presented in person, reminding the holidaymaker of the fact that the cancellation can be reversed if the holidaymaker fulfils his payment obligation after all within 10 days of the notice of cancellation.
4. If the holidaymaker does not use the option referred to in paragraph 3, the proprietor has the right to deny the holidaymaker, his family members and visitors access to his site.

Article 8: Cancellation and premature termination

1. If the holidaymaker cancels the contract before the inception date or if he terminates it in the interim, he still owes the full price for the agreed rate period (excluding the costs for the consumption of gas, electricity, water and the sewer), unless the holidaymaker finds a replacement holidaymaker who is acceptable to the proprietor and who wants to take over the use under the then prevailing conditions and if no other holiday accommodation is available. If the proprietor has already found a holidaymaker who wants to take over the use, this holidaymaker is given preference. In both cases, set-off must be effected and the proprietor can charge 5% of the agreed price, subject to a minimum of €50.00 and a maximum of €75.00 in administrative costs.
2. If the holidaymaker cancels the contract before the inception date and the contract relates to holiday accommodation for a period of less than one season, a fixed payment is due.

The payment amounts to:

- 15% of the agreed price, in the event of cancellation up to three months prior to the inception date;
- 50% of the agreed price, in the event of cancellation up to two months prior to the inception date;
- 75% of the agreed price, in the event of cancellation up to one month prior to the inception date;
- 90% of the agreed price, in the event of cancellation within one month of the inception date;
- 100% of the agreed price, in the event of cancellation on the inception date.

3. The payment will be proportionally refunded after the deduction of administrative costs if the holiday accommodation is booked by a third party for the same period or for a part thereof and no other holiday accommodation is available for that period. The administrative costs amount to 5% of the agreed price, subject to a minimum of €50.00 and a maximum of €75.00.

4. If the proprietor increases the price within three months of the conclusion of the contract, the holidaymaker can terminate the contract with immediate effect, in which case paragraphs 1 and 2 of this article do not apply, unless the increase is the result of circumstances as those set out in Article 5.2.

Article 9: Rules of conduct

1. The holidaymaker, his family members, visitors and any users are obliged to abide by the rules of conduct stipulated by the proprietor, including the rules with regard to any camping and residence documentation required and obligations to register.
2. The proprietor will notify the holidaymaker of the rules of conduct.
3. If the rules of conduct stipulated by the proprietor and/or the contract violate these terms and if they disadvantage the holidaymaker, these terms will prevail.

Article 10: Liability

1. The proprietor cannot be held liable for theft, accidents or damage within his site, unless they are caused by a failure in the performance that can be attributed to the proprietor or his staff.
2. The holidaymaker is liable towards the proprietor for damage caused by acts or omissions of himself and/or his family members or visitors he has allowed in, insofar as this concerns damage that can be attributed to the holidaymaker, his family members or visitors.
3. The statutory liability of the proprietor will at least encompass the risk that can, in all reasonableness, be covered by third-party liability insurance, subject to a minimum of €500,000.00.

Article 11: Term and termination of the contract

The contract terminates after the expiry of the agreed period.

Article 12: Premature termination by the proprietor and clearance in the event of a breach of contract

1. If the holidaymaker, his family members or visitors fail to fulfil the obligations from the agreement, the terms, the rules of conduct or government regulations or fail to do so correctly, despite a prior warning to the extent that the proprietor cannot in all reasonableness and fairness be expected to continue the contract, the proprietor is entitled to terminate the contract with immediate effect. The holidaymaker subsequently has to clear the holiday accommodation and leave the business premises as soon as possible. The warning may not be given in very serious cases.
2. If the holidaymaker fails to clear the holiday accommodation, the proprietor is entitled to clear the holiday accommodation at the expense of the holidaymaker.
3. If the holidaymaker is of the opinion that the proprietor terminated the contract wrongfully, he has to notify the proprietor thereof immediately.
4. In principle, the holidaymaker is still obliged to pay the agreed rate.

Article 13: Dissolution

1. If the rented holiday accommodation is destroyed or can temporarily not be used through no fault of the proprietor, the proprietor and the holidaymaker are entitled to dissolve the contract. If the destruction of the holiday accommodation or the temporary unavailability of the holiday accommodation can be attributed to the proprietor, the holidaymaker can claim compensation.
2. If possible, the proprietor can offer the holidaymaker similar, alternative holiday accommodation for a similar price. In that case, the holidaymaker can opt to dissolve the contract or to accept the alternative holiday accommodation.

Article 14: Use by third parties

Neither the proprietor nor the holidaymaker is permitted to allow persons other than those mentioned in the contract to use the holiday accommodation under whatever name, unless explicitly agreed otherwise. The conditions under which permitted use takes place will be regulated in a separate contract.

Article 15: Collection costs

The extrajudicial costs reasonably incurred by the proprietor or the holidaymaker following a notice of default are payable by the holidaymaker or the proprietor respectively. If the total amount is not paid in time, the statutory interest will be charged on the outstanding amount, subject to a written demand.

Article 16: Changes

Changes to the terms of delivery of Vekabo can be made only by the management board of VeKaBo Nederland. This does not affect the possibility of the holidaymaker and the proprietor to make additional individual arrangements which deviate in favour of the holidaymaker compared to these terms.

Uden, January 2018

Vekabo Nederland

Chamber of Commerce no. 2716705