



HISWA-RECRON Terms and Conditions for Permanent Pitches – 2026/2027 version

Article 1: Definitions

- a. **Installation Costs:** the one-off costs for the installation or expansion of utility facilities at the Recreational Site;
- b. **Connection Costs:** the one-off costs for connecting the Camping Unit to the utility facilities available at the Recreational Site (such as gas, water, electricity, sewerage, TV signals, etc.);
- c. **Cancellation:** termination of the Agreement by the Recreational User prior to the commencement date;
- d. **Mediation Fee:** the fee agreed in writing between the Entrepreneur and the Recreational User for the activities arising from mediation during the sale of the Camping Unit by the Entrepreneur, being a fixed amount or a percentage of the sale price of the Camping Unit;
- e. **Third Party:** any person other than the Recreational User and/or his Co-Recreational User(s) who, with the consent of the Recreational User and the Entrepreneur, makes use of the Pitch and/or stays on the Pitch;
- f. **Linked/Double Camping Unit:** two or more sections of a (mobile) caravan or a chalet, each provided with its own chassis, which are factory-designed in such a way that, when assembled on the Pitch, together they form a single unit. An extension to the Camping Unit and/or another addition (such as a conservatory and/or veranda) does not result in a Camping Unit being regarded as a Linked/Double Camping Unit;
- g. **Dispute:** a complaint in respect of which the Entrepreneur and the Recreational User have not reached a joint solution and which has been submitted to the Disputes Committee for assessment;
- h. **Disputes Committee:** the Recreation and Water Sports Disputes Committee (Geschillencommissie Recreatie en Watersport), PO Box 90600, 2509 LP The Hague (currently available at: <https://www.degeschillencommissie.nl/over-ons/commissies/recreatie-en-watersport/>; visiting address: Borderwijklaan 46, 2591 XR The Hague);
- i. **Restructuring:** the redevelopment of (part of) the Recreational Site;
- j. **(Park) Rules:** information made available in writing or electronically by the Entrepreneur on the basis of which the Agreement regarding the use of the Pitch, the facilities and the stay with the Recreational User has been concluded, including information that has become applicable after the conclusion of the Agreement, such as – but not limited to – park regulations, any mediation and sales conditions, codes of conduct and maintenance instructions, as well as any amended HISWA-RECRON Terms and Conditions for Permanent Pitches;
- k. **Annual Fee:** the fee payable by the Recreational User to the Entrepreneur per Agreement Year for making the Pitch available and for its use;

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- l. **Camping Unit:** a (mobile) caravan, a chalet, a summer house or similar; being a movable, no-longer-movable or immovable object intended for Recreational Use;
- m. **Camping Unit – movable:** a Camping Unit that can be moved – if necessary after preparatory work – by lifting, hoisting, pulling, pushing or otherwise;
- n. **Camping Unit – no longer movable:** a Camping Unit that was originally movable but, due to extension, alteration, age or for another reason, can no longer be moved;
- o. **Camping Unit – immovable:** a Camping Unit that has been constructed on site (brick by brick and/or plank by plank), the construction of which was initiated before 1 January 2027;
- p. **Charges and Levies:** all costs payable by the Recreational User in addition to the Annual Fee, such as (but not limited to) tourist tax and other government taxes, costs for electricity, water and (natural or propane) gas, including the costs of transporting these utilities;
- q. **Co-Recreational User(s):** the person(s) jointly specified in the Agreement;
- r. **Entrepreneur:** the operator of the Recreational Site who has concluded the Agreement with the Recreational User and is affiliated with HISWA-RECRON;
- s. **Clearance:** the complete clearing, tidying and keeping tidy of the Pitch (with the exception of the Entrepreneur's property);
- t. **Agreement:** the written agreement between the Recreational User and the Entrepreneur concerning the rental and use of the Pitch for placing or keeping placed a Camping Unit for Recreational Use, not being a lease of residential accommodation within the meaning of Article 7:232 et seq. of the Dutch Civil Code;
- u. **Agreement Year:** a period of 12 (twelve) consecutive months, usually from 1 January up to and including 31 December;
- v. **Pitch:** a part of the Recreational Site made available to the Recreational User, which is arranged to keep a Camping Unit placed for 12 (twelve) consecutive months, regardless of the period of use;
- w. **Recreational User:** the person who has concluded the Agreement with the Entrepreneur;
- x. **Recreational Site:** the site on which an enterprise is operated with the aim of facilitating recreational stays for Recreational Users;
- y. **Recreational Use:** stay at the Recreational Site on the basis of the Agreement concluded between the parties, not being a (semi-)permanent stay or (semi-)permanent residence, which entails, inter alia, that at the Entrepreneur's request the Recreational User demonstrably has a registration in the Personal Records Database (Basisregistratie Personen – BRP) at an address other than that of the Recreational Site and does not stay at the Recreational Site on a (semi-)permanent basis;
- z. **Valuation Report:** a document drawn up by an independent valuer recognised by HISWA-RECRON (currently available at: <https://www.hiswarecron.nl/lidmaatschap/hiswa-recron-business-club/chalettaxateurs>), expert in valuing Camping Units, showing the structural and technical condition as well as the value of the Camping Unit.

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Article 2: Content of the Agreement

1. The Entrepreneur makes the agreed Pitch available to the Recreational User in order to place and keep placed a Camping Unit for Recreational Use, not being a (permanent) residence and/or stay. The Entrepreneur may impose requirements on the Camping Unit to be placed.
2. Without the Entrepreneur's written consent, it is not permitted to make alterations to the Camping Unit placed at the commencement of the Agreement that would render the Camping Unit immovable.
3. An extension to the Camping Unit or an addition (such as a conservatory and/or a veranda) does not affect the movability of the Camping Unit and, for the purposes of these terms and conditions, it is regarded as movable, even if consent for the extension or addition has been obtained from the Entrepreneur.
4. If the Camping Unit, as a result of its condition, is no longer movable, the Camping Unit is nevertheless regarded as movable.
5. The Recreational User may replace the Camping Unit with another Camping Unit only with the Entrepreneur's written consent.
6. Prior to or at the latest upon the conclusion of the Agreement, the Entrepreneur shall provide the Recreational User with the (Park) Rules that apply between the parties as from the commencement of the Agreement. Subject to the conditions set out in Article 5, the Entrepreneur is entitled to amend the (Park) Rules during the term of the Agreement.
7. The Recreational User shall ensure that he and his Co-Recreational User(s) and/or Third Party(ies) comply with the terms and rules that form part of the Entrepreneur's (Park) Rules.
8. After notification by the Recreational User stating that nuisance is being caused by (an)other Recreational User(s) at the Recreational Site, the Entrepreneur must conduct an investigation and, where necessary, take appropriate measures.
9. In the event of a conflict between the rules drawn up by the Entrepreneur and the provisions agreed in the HISWA-RECRON Terms and Conditions for Permanent Pitches, the provisions of the HISWA-RECRON Terms and Conditions for Permanent Pitches shall prevail. The Entrepreneur may deviate from these terms and conditions in the Recreational User's favour.
10. Upon the conclusion of the Agreement, the Recreational User is obliged to provide the Entrepreneur with his own name, address and place of residence and those of his Co-Recreational User(s) in accordance with the Personal Records Database (BRP), and the Recreational User must notify the Entrepreneur of any change of address without delay. If

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requested by the Entrepreneur, the Recreational User must, at his own expense, present an original extract from the Personal Records Database.

11. The Recreational User is not permitted, without the Entrepreneur's consent, to register in the municipal Personal Records Database (BRP) at an address of the Entrepreneur. In that case, the Recreational User is obliged to deregister from the Entrepreneur's address in the BRP.
12. By entering into the Agreement, the Recreational User declares that he is the owner of the Camping Unit on the Pitch. The Recreational User indemnifies the Entrepreneur against any claim by Third Parties relating to the ownership of the Camping Unit.
13. The Recreational User is not permitted to permanently occupy the Pitch and/or the Camping Unit or to designate the Pitch and/or the Camping Unit as his residence.
14. The Recreational User indemnifies the Entrepreneur against any claims relating to the Agreement and/or the Pitch and/or the Camping Unit and/or matters related thereto.

Article 3: Term and expiry of the Agreement

1. The Agreement is concluded for the remaining duration of the Agreement Year and the subsequent Agreement Year and, unless terminated by one of the parties, is tacitly renewed each time for a period of one Agreement Year.
2. By way of derogation from Article 3 paragraph 1, the Recreational User and the Entrepreneur may, upon entering into the Agreement, determine that the Agreement is concluded for a fixed period. Towards the end of the fixed period for which the Agreement has been concluded, both parties may terminate the Agreement subject to a notice period of three months, failing which the Agreement will, unless terminated, be tacitly renewed for successive periods of one Agreement Year each.

Article 4: Price and price adjustments

1. The Annual Fee has been agreed on the basis of the rates determined by the Entrepreneur.
2. The Entrepreneur must specify in writing which items, including the associated amounts, the Recreational User owes in addition to the Annual Fee.
3. The Recreational User is liable to the Entrepreneur, even after the rates and/or the Annual Fee have been set, for costs resulting from an increase in Charges and Levies imposed by third-party entities (such as the Municipality, the Water Authority, or energy and water suppliers) that are directly related to the Pitch, the Camping Unit or the Recreational User. In the situations referred to in this paragraph, the Entrepreneur is obliged to inform the Recreational User of the relevant increase in Charges and Levies in a timely manner.

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4. Prior to entering into the Agreement, the Entrepreneur shall notify the Recreational User of the Connection Costs in writing. Connection Costs shall not be reduced or refunded upon termination of the Agreement.
5. If the Recreational User owed Installation Costs to the Entrepreneur, the Entrepreneur shall, upon termination of the Agreement by the Entrepreneur, reduce these costs by applying depreciation of 10 (ten) per cent for each full Agreement Year during which the Recreational User had the Pitch at his disposal.
6. The Entrepreneur may adjust the Annual Fee once per Agreement Year.
7. Three (3) months before the end of the Agreement Year, the Entrepreneur shall notify the Recreational User in writing of the amount of the Annual Fee for the forthcoming Agreement Year. The Annual Fee may be increased unilaterally by the Entrepreneur under the following conditions:
 - a. in the case of a percentage increase in the Annual Fee not exceeding the CPI figure (June; currently published at: <https://www.cbs.nl/nl-nl/cijfers/detail/83131NED>) of the current Agreement Year, without further written justification;
 - b. in the case of a percentage increase of the Annual Fee from the CPI figure (June) of the current Agreement Year up to, but not exceeding, 10%, provided that the increase is justified in general terms in writing to the Recreational User, with reference to the increase in the Annual Fee required for the Entrepreneur's business operations in connection with specific investments and developments;
 - c. in the case of a percentage increase of the Annual Fee which, together with the percentage increases of the preceding two Agreement Years, exceeds 25%, the Entrepreneur must, in this (last) increase of the Annual Fee, explicitly inform the Recreational User in writing of the necessity to apply such an increase and, in that justification, take into account the two preceding years in which the Annual Fee was also increased by a substantial percentage;
 - d. in the case of a percentage increase of the Annual Fee of 10% or more, provided that the increase is explicitly justified and may only be implemented in the event of: (i) major investment in the Recreational Site; (ii) far-reaching (unforeseen) developments; or (iii) restructuring and bringing the Annual Fees into line with market levels following an acquisition, on the condition that the Entrepreneur notifies the Recreational User in writing at least 15 months, instead of 3 months, prior to the effective date of the increase.
8. In the event of an increase of the Annual Fee as referred to in the previous paragraph, the Recreational User has the right to terminate the Agreement with effect from the end of the current Agreement Year, without observing the regular notice period.

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Article 5: Amendment of the (Park) Rules

1. When amending the (Park) Rules, the Entrepreneur shall, as far as possible, take existing agreements into account. The Entrepreneur has the authority to amend the (Park) Rules unilaterally, and the Recreational User accepts these amendments in advance, without prejudice to the Recreational User's right to terminate the Agreement pursuant to paragraph 3 of this article.
2. The Entrepreneur must notify the Recreational User of an amendment to the (Park) Rules in writing no later than 3 (three) months, and of a substantial amendment to the (Park) Rules no later than 6 (six) months, before the end of the Agreement Year, after which the amended (Park) Rules shall enter into force at the start of a new Agreement Year.
3. In the event of a substantial amendment to the (Park) Rules, the Recreational User has the right to terminate the Agreement free of charge with effect from the end of the current Agreement Year.

Article 6: Payment

1. The Recreational User is obliged to fulfil his payment obligations under the Agreement in a timely manner, that is to say within the invoice payment terms applied by the Entrepreneur. The Recreational User shall be in default if the payment obligation(s) is (are) not met in a timely manner.
2. After expiry of the invoice payment term, the Entrepreneur shall send the Recreational User a written demand for payment. In this demand letter, the Recreational User is ordered to pay the invoice within a further period of 14 (fourteen) days and is informed that, in the absence of timely payment, the Recreational User will owe statutory interest and extrajudicial collection costs to the Entrepreneur.
3. If the Entrepreneur has not received payment, or has not received full payment, from the Recreational User within 14 (fourteen) days after the Recreational User's receipt of the written demand, the Entrepreneur may terminate the Agreement with immediate effect.
4. Termination of the Agreement does not release the Recreational User from his payment obligations.
5. Article 15 paragraphs 3, 4, 5 and 6 apply mutatis mutandis.

Article 7: Cancellation

1. In the event of Cancellation of the Agreement, the Recreational User owes the Entrepreneur a percentage of the Annual Fee, as follows:

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- a. 15% in the event of Cancellation up to three months before the commencement date;
 - b. 50% in the event of Cancellation up to two months before the commencement date;
 - c. 75% in the event of Cancellation up to one month before the commencement date;
 - d. 90% in the event of Cancellation within one month before the commencement date;
 - e. 100% in the event of Cancellation on or after the commencement date.
2. The Entrepreneur may operate a waiting list to fill a Pitch that becomes vacant. If this is not the case, the Recreational User may propose a replacement Recreational User who takes the place of the Recreational User, subject to the Entrepreneur's written approval. If and insofar as the Entrepreneur grants approval for the proposed replacement and an Agreement is concluded between the replacement Recreational User and the Entrepreneur with the same commencement date, the Recreational User shall not owe Cancellation costs to the Entrepreneur.
 3. The Entrepreneur retains the right to compensation for the administrative costs owed by the Recreational User.

Article 8: Use by (a) Third Party(ies)

1. Use, whether or not for consideration, by (a) Third Party(ies) of the Pitch and/or the Camping Unit is permitted only with the written or electronic consent of the Entrepreneur.
2. The Entrepreneur may impose conditions on a Third Party's stay at the Recreational Site.

Article 9 A: Sale of the Camping Unit without retention of the Pitch

1. Sale of the Camping Unit by the Recreational User without retention of the Pitch is permitted at all times.
2. A Recreational User who intends to sell his Camping Unit must notify the Entrepreneur of this intention in writing at least two weeks prior to the sale.
3. The Entrepreneur may refuse the removal of a Camping Unit after the sale, for example due to weather conditions or due to the risk of nuisance to other Recreational Users and Third Parties.
4. The Agreement for the rental of the Pitch ends at the moment the Camping Unit is removed from the Pitch.

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5. Upon termination of the Agreement as referred to in Article 9 A paragraph 4, the Recreational User remains liable for the Annual Fee for the remaining terms of the Agreement Year.

Article 9 B: Sale of the Camping Unit with retention of the Pitch

1. The Recreational User accepts and observes any sales conditions imposed by the Entrepreneur.
2. The sale of the Recreational User's Camping Unit with retention of the Pitch is permitted only after the Entrepreneur has given written consent to the Recreational User (as seller of the Camping Unit) and after the Entrepreneur has declared that he will conclude a new Agreement with the prospective purchaser.
3. The Entrepreneur is free to decide whether or not he wishes to conclude an Agreement with the prospective purchaser.
4. The Recreational User is free to sell his Camping Unit himself or, subject to the Entrepreneur's written consent, to engage a third party for this purpose.
5. A Recreational User who intends to sell his Camping Unit must notify the Entrepreneur of this intention in writing at least two weeks prior to the sale.
6. In the event of the sale of the Camping Unit with retention of the Pitch, the Agreement between the Recreational User and the Entrepreneur ends upon delivery of the Camping Unit by the Recreational User to a (prospective) purchaser, provided that a new rental agreement has been concluded between that (prospective) purchaser and the Entrepreneur.
7. Upon termination of the Agreement as referred to in Article 9 B paragraph 6, the Recreational User remains liable for the Annual Fee for the remaining terms of the Agreement Year.
8. In the event of the sale of the Camping Unit with retention of the Pitch, the Entrepreneur may require a Valuation Report and/or a safety report from the Recreational User and/or the prospective purchaser. The costs of preparing such reports or having them prepared shall be borne by the Recreational User or the prospective purchaser respectively. The Entrepreneur shall not unreasonably require the preparation of a Valuation Report and/or safety report.

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9. The Entrepreneur may not make the sale of the Camping Unit by the Recreational User to a purchaser conditional upon a payment or favour from the Recreational User to the Entrepreneur.
10. The Recreational User may instruct the Entrepreneur in writing to mediate in the sale of the Camping Unit to a prospective purchaser on the basis of a mediation agreement signed by the Recreational User and the Entrepreneur. In that case, the Recreational User owes a Mediation Fee to the Entrepreneur. The Mediation Fee must be reasonable in relation to the (expected) work and costs of the Entrepreneur. By way of derogation from the foregoing, the Recreational User and the Entrepreneur may agree on reimbursement of the Entrepreneur's costs and hours on the basis of subsequent calculation. In that case, the Entrepreneur shall specify the costs and hours and provide the Recreational User with an overview.
11. The Recreational User is entitled to a reduction or refund of any overpaid Annual Fee if the Annual Fee already paid by the Recreational User has not been set off against the purchase price paid by the new Recreational User to the current Recreational User for the Camping Unit. The amount of the Annual Fee to be refunded by the Entrepreneur to the Recreational User shall be calculated from the first day of the calendar month following the transfer of the Camping Unit. The amount to be refunded to the Recreational User shall be paid by the Entrepreneur only once the purchasing (new) Recreational User has paid the remaining Annual Fee, calculated from the first day of the calendar month following the transfer, to the Entrepreneur.

Article 10: Termination by the Recreational User

1. The Recreational User may terminate the Agreement in writing no later than 2 (two) months before the end of the current Agreement Year.
- 2.1 If the Recreational User dies, the Agreement ends on the date of his death, unless one of his Co-Recreational Users notifies the Entrepreneur in writing within 2 (two) months after the death that he wishes to continue the Agreement under the same conditions.
- 2.2. The Entrepreneur is free to decide whether or not to conclude an Agreement with heirs who are not Co-Recreational Users.
- 2.3 In the event of termination of the Agreement, the executor of the Recreational User's estate must vacate and deliver the Pitch within 3 (three) months after the Recreational User's death in accordance with Article 15 of these terms and conditions.
- 2.4 The Annual Fee already paid by the Recreational User shall be paid to the executor of the estate for the purpose of settling the estate, calculated from the moment of Clearance and

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delivery of the Pitch, unless Clearance takes place within six months before the end of the current Agreement Year.

3. The Clearance and tidying of the Pitch are further regulated in Article 15 of these terms and conditions.

Article 11: Termination by the Entrepreneur

1. The Entrepreneur may terminate the Agreement in writing if:
 - a. the Recreational User, the Co-Recreational User(s) and/or the Third Party(ies) – after all parties have been heard and following a written warning from the Entrepreneur – fail to comply or fail to comply properly with the obligations arising from the Agreement and/or the rules set out in the Entrepreneur’s Information and/or applicable government regulations, or cause nuisance to the Entrepreneur and/or other guests, or disrupt the good atmosphere on or in the immediate vicinity of the Recreational Site;
 - b. the Recreational User – despite a written warning from the Entrepreneur – acts contrary to the designated purpose of the Recreational Site through use of the Pitch and/or his Camping Unit;
 - c. one or more government measures compel the Entrepreneur to terminate the Agreement. The Entrepreneur must inform the Recreational User in writing of such government measure(s) within 6 (six) months after the government has announced the measure to be taken;
 - d. the Entrepreneur’s business operations cease to exist. Business operations shall not be deemed to have ceased upon the sale of the business and/or the Recreational Site to a (potential) legal successor of the Entrepreneur;
 - e. after a written warning from the Entrepreneur allowing the Recreational User a reasonable period to make adjustments, the Camping Unit does not comply with the applicable environmental and/or safety requirements;
 - f. after a written warning from the Entrepreneur, the Recreational User’s Camping Unit is in such poor condition that it detracts from the appearance of the Recreational Site and the immediate surroundings. In the aforementioned written warning, the Entrepreneur must specify the improvements and/or adjustments to the Camping Unit that must be carried out by the Recreational User within 6 (six) months from the date of the written warning;
 - g. the relationship between the Entrepreneur and the Recreational User has, after both sides have been heard and following a written warning from the Entrepreneur, been irreparably disrupted to such an extent that the Entrepreneur cannot reasonably be

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expected to maintain the Agreement. Upon termination, the Entrepreneur must state the reasons for the breakdown in the relationship between the parties;

- h. the Entrepreneur proceeds to implement a Restructuring plan for (part of) the Recreational Site, for which the Pitch made available to the Recreational User is required. In order to terminate pursuant to this provision, the Entrepreneur must have a concrete and feasible Restructuring plan that also relates to the Pitch made available to the Recreational User, in the sense that any required permit, amendment or exemption to the zoning or environmental plan has been granted, or that such grant, amendment or exemption may reasonably be expected within a reasonable period.
2. Termination by the Entrepreneur shall be effected in writing by registered letter, observing a notice period of 3 (three) months to the end of the current Agreement Year or, as the case may be, the agreed contractual term.
3. In the event of termination due to Restructuring as referred to in Article 11 paragraph 1 (h), the Agreement shall end at the end of an Agreement Year, subject to a notice period of 12 (twelve) months if a replacement Pitch is available to the Recreational User after the Restructuring, and a notice period of 18 (eighteen) months if no replacement Pitch is available after the Restructuring.

Article 12: Restructuring

1. Where possible, the Entrepreneur shall offer the Recreational User a (comparable) replacement Pitch on the Recreational Site, unless the Camping Unit, due to its age or state of maintenance, detracts from the appearance of the Recreational Site. In the latter case, the Entrepreneur may permit the Recreational User, if a replacement Pitch is available, to place a new(er) Camping Unit on the replacement Pitch.
2. The Entrepreneur shall ensure that, in the period prior to the commencement of the Restructuring, the Recreational User's recreational enjoyment is disrupted as little as possible.
3. If, pursuant to Article 12 paragraph 1, the Entrepreneur and the Recreational User enter into a new Agreement for a replacement Pitch, the Entrepreneur shall bear the direct costs of relocating the Camping Unit to the replacement Pitch (and of a storage unit, provided that this was installed on the Pitch with the Entrepreneur's prior written consent). Where a new Camping Unit is placed on the replacement Pitch, the Entrepreneur shall contribute to the removal costs of the old Camping Unit, capped at the direct relocation costs referred to in the previous sentence.

In this case, the Entrepreneur is not obliged to pay the Recreational User the relocation costs for a conservatory, terrace, (additional) construction, tiling, paving or planting.

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The Entrepreneur may either pay the direct relocation costs or arrange for the relocation of the Camping Unit and any storage unit.

4.
 - a. Where there is a movable Camping Unit or a no-longer-movable Camping Unit and no (equivalent) replacement Pitch is available on the Recreational Site, the Recreational User must vacate the Pitch in accordance with Article 15 and is entitled to compensation for relocation or removal costs in the amount of €2,300 (in words: two thousand three hundred euros) for a single Camping Unit and €3,507 (in words: three thousand five hundred and seven euros) for a Linked/Double Camping Unit. The costs of relocating the Camping Unit from the Pitch to just outside the Recreational Site (i.e. the car park) shall be borne by the Entrepreneur.
 - b. If the Recreational User is offered an (equivalent) replacement Pitch on the Recreational Site, subject to the obligation to contribute to Installation Costs, the Recreational User has the right to refuse the Pitch and may claim the compensation for relocation or removal costs referred to in the preceding subparagraph.
 - c. Where there is an immovable Camping Unit, the Entrepreneur and the Recreational User must jointly determine, through mutual consultation, the amount of compensation to which the Recreational User is entitled in connection with the Restructuring. In determining such compensation, the Entrepreneur may have a Valuation Report drawn up. In the event of termination due to Restructuring involving multiple similar Camping Units, the Entrepreneur may rely on a Valuation Report stating the compensation applicable to all similar Camping Units.
 - d. The compensation amount referred to in Article 12, paragraph 4 (c) shall be offset against costs borne by the Recreational User, including demolition and/or removal costs of the Camping Unit. These HISWA-RECRON Terms and Conditions for Permanent Pitches do not determine the amount of the compensation.
5. The Entrepreneur has the right to offset the compensation referred to in paragraph 4 against any claim(s) against the Recreational User.
6. In the event of Restructuring where no (equivalent) replacement Pitch is available, the Recreational User is entitled to a refund of the Annual Fee already paid for the remaining period, provided that the Pitch has been vacated, cleared and made available to the Entrepreneur before the end of the Agreement.
7. During the final 6 (six) months of the notice period, the Recreational User may use the Pitch free of charge if no replacement Pitch is available, or in the event of a situation as referred to in paragraph 4 (b) of this article. The costs relating to the use of utilities, namely gas, water, electricity, cable, sewerage, etc., shall be borne by the Recreational User.

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8. The Entrepreneur and the Recreational User may agree that the Recreational User relinquishes the Camping Unit by means of a waiver signed by both parties, whereby the compensation for removal costs is set off against the actual Clearance and clean-up costs.
10. Compensation for relocation or removal costs shall be indexed annually as of 1 January, for the first time on 1 January 2027, by application of the consumer price index for all households as determined by Statistics Netherlands in June of the preceding calendar year (currently available at: <https://www.cbs.nl/nl-nl/cijfers/detail/83131NED>).

Article 13: Interim termination by the Recreational User

1. In the event of interim termination of the Agreement, the Recreational User remains liable to the Entrepreneur for the Annual Fee and additional costs, such as those relating to utilities, up to the commencement date of an Agreement on the Pitch concluded by the Entrepreneur with a replacement Recreational User acceptable to the Entrepreneur, unless the provisions of paragraph 2 of this article apply.
2. If, 6 (six) months before the end of the Agreement Year as referred to in Article 3 paragraph 1, or, in the case of an Agreement as referred to in Article 3 paragraph 2, 6 months before the end of the Agreement, a replacement Recreational User acceptable to the Entrepreneur has been accepted and no (equivalent) replacement Pitch is available on the Recreational Site, the Recreational User is entitled to a reduction of the Annual Fee for the remaining period or, as the case may be, the remaining term of the original Agreement, calculated from the first day of the month following the conclusion of the Agreement with the replacement Recreational User.
3. The Recreational User is not entitled to a reduction of the Annual Fee for the remaining period of the Agreement Year or, in the case of an Agreement as referred to in Article 3 paragraph 2, the calendar year, if there has been an attributable failure to perform and/or an unlawful act on the part of the Recreational User.

Article 14: Interim termination by the Entrepreneur

1. If the Recreational User, Co-Recreational User(s) and/or Third Party(ies), despite a prior written warning from the Entrepreneur, fail to comply or fail to comply properly with the obligations arising from the Agreement, the rules set out in the Information and/or government regulations, and to such an extent that, according to standards of reasonableness and fairness, the Entrepreneur cannot be required to maintain the Agreement, the Entrepreneur may terminate the Agreement with immediate effect. The aforementioned written warning may be dispensed with in urgent cases.

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2.
 - a. The Entrepreneur has the right to prohibit use of the Pitch and/or the Camping Unit with immediate effect and to disconnect the utilities if the Recreational User's Camping Unit does not comply with the safety requirements.
 - b. The Entrepreneur shall provide written notification of how the Pitch and/or the Camping Unit must be adapted in order to comply with the safety requirements imposed.
 - c. Following the Entrepreneur's written notification, the Recreational User shall have a period of 1 (one) month to bring the Pitch and/or the Camping Unit into compliance with the safety requirements.
 - d. If, after expiry of the 1 (one) month period, the Pitch and/or the Camping Unit still does not, in the Entrepreneur's opinion, comply with the safety requirements, the Entrepreneur shall confirm that finding in writing to the Recreational User and may terminate the Agreement with immediate effect.
3. Interim termination of the Agreement shall be effected by registered letter or by a letter delivered in person. In that letter, the Entrepreneur must inform the Recreational User of the possibility of submitting a Dispute to the Disputes Committee.
4. In urgent cases, the Entrepreneur may prohibit the Recreational User, the Co-Recreational User(s) and/or Third Party(ies) from using the Pitch and/or the Camping Unit from the moment of termination.
5. Following termination of the Agreement, the Recreational User must vacate the Pitch and remove the Camping Unit from the Recreational Site. After complete Clearance, the Recreational User, the Co-Recreational User(s) and/or Third Parties may not enter the Recreational Site without the Entrepreneur's prior consent.

Article 15: Clearance

1. Termination of the Agreement entails that the Recreational User is obliged to hand over the Pitch completely cleared and tidied and to bear the associated costs. The Entrepreneur and the Recreational User may agree otherwise in writing.
2. If the Recreational User disputes termination of the Agreement by the Entrepreneur and has submitted a Dispute relating thereto to the Disputes Committee in a timely manner, the Entrepreneur may not proceed with Clearance until the Disputes Committee has rendered its decision in the Dispute.
3. In the event of interim termination of the Agreement by the Entrepreneur or the Recreational User, the Recreational User must hand over the Pitch completely cleared and tidied within a reasonable period. A period of 1 (one) month from the date on which the

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Agreement was terminated on an interim basis shall be deemed a reasonable period, unless circumstances on the part of the Entrepreneur (for example during the peak season) justify a longer period.

4. If the Recreational User does not comply with Article 15 paragraph 3, the Entrepreneur may (after a written demand and observing a reasonable period of 1 (one) month after receipt of the demand) clear and tidy the Pitch.
5. If the Entrepreneur clears/tidies the Pitch, the reasonable costs of clearing and tidying and any storage costs shall be borne by the Recreational User.
6. If the Entrepreneur proceeds to clear and tidy the Pitch, the Recreational User shall be deemed to have relinquished everything located on the Pitch.
 - a. The Entrepreneur may, where justified by the value, have everything located on the Pitch sold at public auction at the Recreational User's expense;
 - b. If the costs of a public auction would exceed the estimated proceeds, the Entrepreneur may sell everything located on the Pitch by private sale at the Recreational User's expense;
 - c. The Entrepreneur may set off the proceeds of a public auction or private sale against all monetary obligations of the Recreational User to the Entrepreneur. The Entrepreneur must pay any surplus proceeds to the Recreational User together with an itemised settlement;
 - d. The Entrepreneur may have any item that cannot reasonably be sold removed and processed or destroyed at the Recreational User's expense.
7. The Recreational User is not liable for any damage caused during Clearance and/or tidying that cannot be attributed to him. If, during Clearance and/or tidying, damage arises as a result of changes in/to/on the site caused by the Entrepreneur, the Entrepreneur is liable.
8. The Recreational User indemnifies the Entrepreneur against damage arising from the possible presence of asbestos and chemical waste on the Pitch, unless such presence is connected with circumstances that fall within the Entrepreneur's sphere of risk. The costs of removing, transporting and processing asbestos and chemical waste shall be borne by the Recreational User, unless such presence is connected with circumstances that fall within the Entrepreneur's sphere of risk.

Article 16: Laws and regulations

1. The Recreational User shall ensure that he does not cause damage to the Pitch and that the Pitch and the Camping Unit always comply with the environmental and safety requirements imposed by the authorities and/or by the Entrepreneur. The Recreational User is not liable

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for any damage already present at the commencement of the Agreement or for any non-compliance with environmental and safety requirements already existing at that time.

2. The Recreational User shall grant the Entrepreneur and/or an expert designated by the Entrepreneur access to the Pitch and the Camping Unit in order to check compliance with the requirements referred to in Article 16 paragraph 1. The inspection must be announced to the Recreational User in writing in advance by the Entrepreneur, unless there is an urgent reason for the inspection.

Article 17: Maintenance and construction

1. The Entrepreneur is obliged to keep the Recreational Site and the central facilities in a good state of repair.
2. The Recreational User is obliged to keep the Pitch and the Camping Unit in a good state of repair.
3. The Recreational User is not permitted, on the Pitch or elsewhere on the Recreational Site, to fell a tree, prune a shrub, create a garden, install an aerial or wind turbine, install solar panels, erect fencing or a boundary, install or keep installed or alter a structure (such as a conservatory or veranda), paving or any other facilities of whatever nature, without the Entrepreneur's prior written consent.

Article 18: Liability

1. The Entrepreneur's statutory liability for damage other than personal injury and death is limited to a maximum of €500,000.00 per event. The Entrepreneur is obliged to arrange appropriate insurance.
2. The Entrepreneur is not liable for an accident, theft or damage at the Recreational Site, unless it is the result of an attributable failure on the part of the Entrepreneur.
3. The Entrepreneur is not liable for the consequences of extreme weather conditions or other force majeure, such as (consequential) damage arising from an epidemic and/or pandemic.
4. The Entrepreneur is liable for disruptions in his part of the utility services, unless the Entrepreneur can invoke force majeure, or such disruptions are connected with disruptions and/or defects in the utility services from the Recreational User's transfer point and/or the Recreational User's installation(s).
5. The Recreational User is liable to the Entrepreneur for damage caused by acts or omissions of the Recreational User himself, the Co-Recreational User(s) and/or Third Party(ies), insofar as

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such damage can be attributed to the Recreational User, the Co-Recreational User(s) and/or Third Party(ies).

Article 19: Dispute resolution

1. If the Recreational User disagrees with a decision of the Entrepreneur, he is obliged to notify the Entrepreneur of his complaint in writing within 2 months after the decision.
2. Decisions of the Disputes Committee are binding.
3. The Recreational User must submit a Dispute to the Disputes Committee in writing no later than 12 (twelve) months after the date on which the Recreational User notified the Entrepreneur of the complaint in writing, or should have notified the Entrepreneur.
4. If the Entrepreneur wishes to submit a Dispute to the Disputes Committee, the Entrepreneur must request the Recreational User to state within five weeks whether he accepts the Dispute being handled by the Disputes Committee, stating that, in the absence of an unconditional affirmative response from the Recreational User, the Entrepreneur may submit the Dispute to the civil courts.
5. Where these terms and conditions refer to the Disputes Committee, a Dispute may also be submitted to the civil courts. If the Recreational User has submitted the Dispute to the Disputes Committee, the Entrepreneur is bound by that choice.
6. The Disputes Committee handles Disputes in accordance with the Rules of the Recreation and Water Sports Disputes Committee (currently available at: <https://www.degeschillencommissie.nl/wp-content/uploads/rws-reglement.pdf>). The Disputes Committee is not competent to handle a Dispute relating to illness, injury, death or non-payment of an invoice where no substantive complaint underlies such non-payment.
7. A fee is payable for the handling of a Dispute by the Disputes Committee, in accordance with the rate set by the Disputes Committee.

Article 20: Compliance guarantee

1. HISWA-RECRON shall satisfy any payment obligation of the Entrepreneur towards the Recreational User arising from a decision of the Disputes Committee if the Entrepreneur has not complied with the decision of the Disputes Committee within the stipulated period and is in default, provided that the Entrepreneur was a member of HISWA-RECRON at the time the Dispute was submitted to the Disputes Committee and subject to the conditions set out in the Compliance Guarantee Scheme.

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2. The Entrepreneur is obliged to reimburse HISWA-RECRON, within 30 (thirty) days of HISWA-RECRON's first written request, for everything that HISWA-RECRON has paid to the Recreational User pursuant to Article 20 paragraph 1.
3. HISWA-RECRON is not obliged to make any payment to the Recreational User in the event of a revocable (judicial) procedure.

Article 21: Amendments

Amendments to the HISWA-RECRON Terms and Conditions for Permanent Pitches are agreed in consultation with the consumer organisations, represented here by the ANWB (Royal Dutch Touring Club).

Article 22: Applicability

1. The Entrepreneur is obliged to declare these terms and conditions applicable to all Agreements for permanent Pitches as from 1 January 2027.
2. The Entrepreneur is obliged to hand over or send these terms and conditions for permanent Pitches to the Recreational User prior to or during the conclusion of the Agreement.
3. Dutch law applies to any Dispute between the Entrepreneur and the Recreational User relating to the Agreement.
4. The Disputes Committee and a Dutch court have jurisdiction to hear a Dispute between the Entrepreneur and the Recreational User.

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