

October 2020

Vekabo terms of delivery for tourist pitches

These Vekabo terms of delivery were adopted by the management board of Vekabo Nederland on 13 October 2020 and they come into effect on this same date. These terms of delivery apply exclusively to Vekabo members when the contract of the proprietor with the holidaymaker explicitly refers to these Vekabo terms of delivery, dating 13 October 2020.



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, touring caravan, etc.;
- b. pitch: every possible site for holiday accommodation which will be specified in the contract;
- c. proprietor: the business, organisation or foundation that makes the pitch available;
- d. holidaymaker: the person who concludes a contract with the proprietor in connection with the pitch;
- e. tourist pitch: in this case, the holiday accommodation is located on the pitch for no more than three months;
- f. rules of conduct: rules about the use of and the stay at the recreation business, the pitch 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 pitch available to the holidaymaker for recreational purposes, i.e. not for permanent housing purposes, for the agreed period, with the right to erect holiday accommodation of the agreed type for the persons quoted.
2. In the event of a replacement, the holidaymaker can only install holiday accommodation of the same type or nature and virtually the same dimensions and appearance as agreed on.
3. 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 holidaymaker ensures that the electricity, gas and water system in the holiday accommodation erected by him meet the conditions of the relevant utility company, as well as any relevant legislation. The proprietor has the right to check the reliability and safety of the existing electricity, gas and water system in the holiday accommodation of the holidaymaker.
2. The proprietor can be held liable for breakdowns, 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 pitch 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 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: 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. 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 7: Cancellation

1. If the holidaymaker cancels the contract before the inception date, he owes a fixed payment. This does not apply if the contract is cancelled because of a price increase made within three months of the conclusion of the contract, with the exception of the price adjustments referred to in Article 5. 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 from two to three months prior to the inception date;
- 75% of the agreed price, in the event of cancellation from one to two months 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.

2. The payment will be proportionally refunded after the deduction of administrative costs if the pitch is booked by a third party for the same period or for a part thereof and no other pitch is available for that period. The administrative costs amount to 5% of the agreed price, subject to a minimum of €25.00 and a maximum of €50.00.

Article 8: Code 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 9: 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 to 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 10: Term and termination of the contract

The contract terminates after the expiry of the agreed period.

Article 11: Premature termination by the holidaymaker

If the holidaymaker leaves early, he still owes the full price for the agreed rate period (excluding the costs for the consumption of gas, electricity, water and the sewer).

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 pitch, the proprietor is entitled to clear the pitch at the expense of the holidaymaker. The proprietor is not liable for damage ensuing from or in connection with the removal of the holiday accommodation, unless the damage is caused by the proprietor or his staff. Any storage costs are payable by 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: Evacuations

1. When the contract is terminated, the holidaymaker must remove his holiday accommodation from the grounds, unless agreed otherwise.

2. The holidaymaker is liable for any damage caused by him when clearing the pitch.

3. If the holidaymaker does not remove his holiday accommodation, the proprietor will be entitled to arrange for the pitch to be cleared at the expense of the holidaymaker, subject to a written demand and in accordance with a reasonable term. The proprietor is not liable for damage ensuing from or in connection with the removal of the holiday accommodation, unless the damage is caused by the proprietor or his staff. Any storage costs are payable by the holidaymaker.

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 or the pitch 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, 13 October 2020

Vekabo Nederland

Chamber of Commerce no. 2716705