

BEEKSE BERGEN

TERMS AND CONDITIONS FOR STAYING AT SAFARI RESORT BEEKSE BERGEN

1. Application

- These conditions are an inseparable part of and apply to all by Safari Resort Exploitation B.V. (hereinafter also: 'Safari Resort Beekse Bergen') provided offers, reservations and agreements regarding all accommodation and other facilities on the park locations 'Safari Resort' and 'Safari Hotel' and on all other services and products offered by Safari Resort Beekse Bergen in connection with the rental ("the Accommodation"). Safari Resort Beekse Bergen is located at Tilburgseweg 41 (5081 NG) in Hilvarenbeek and registered with the Chamber of Commerce under number 64129314. Safari Resort Beekse Bergen reserves the right to change these conditions.
- The most recent version of the RECRON terms and conditions for Holiday Accommodations form an integral part of these terms and conditions. These terms and conditions can be accessed at www.recron.nl.
- Furthermore, the latest versions of the park regulations Safari Resort Beekse Bergen (www.beeksebergen.nl/en/park-regulations/safari-resort-beekse-bergen) and Safari Hotel (www.beeksebergen.nl/en/park-regulations/safari-hotel-beekse-bergen) also apply in full.
- The following terms are further used in this agreement:
"Main Booker" means the person who (also on behalf of any (co-)guests) enters into an agreement with Safari Resort Beekse Bergen regarding rental/use of the Accommodation.
"Guest(s)": the Main Booker and/or the persons (possibly) specified by the Main Booker who (with the consent of Safari Resort Beekse Bergen) (may) use the Accommodation.
- These terms and conditions apply to the exclusion of other terms and conditions, regardless of prior reference thereto. Terms and conditions used by Main Booker are expressly rejected.
- Deviations from these conditions are only valid if made in writing and signed with agreement by Safari Resort Beekse Bergen and Main Booker.

2. Reservations

- Safari Resort Beekse Bergen only accepts reservations from persons 18 years or older. Minors are not allowed to stay in the Accommodation without being accompanied by an adult (at least 18 years old).
- The accommodation may be occupied by no more than the maximum number of persons specified on the website. For the purpose of determining this occupancy limit, only persons aged 3 years and over will be counted. The total price payable is calculated based on the composition of the entire party, including children under the age of 3. A preference for a particular pitch or type of accommodation may be expressed at the time of booking. Staying in accommodation with a particular preference (e.g. for location) may incur additional costs. The final price depends on the date of stay and preference. Safari Resort Beekse Bergen reserves the right to deviate from a stated preference.
- Safari Resort Beekse Bergen concerns a family holiday park. Groups of young people unaccompanied by an adult (at least 18 years old) will not be admitted. We reserve the right to refuse any reservation, especially those made by groups or parties we consider to be in conflict with our target group, or to impose special conditions such as, for example, a deposit.
- Between Main Booker and Safari Resort Beekse Bergen an agreement is realised at the moment the reservation is accepted by Safari Resort Beekse Bergen. There is no statutory reflection period. The agreement cannot be revoked. For cancellation and amendments, please refer to Article 5 of these terms and conditions.
- If no (written) confirmation/invoice has been received within 10 days of making the reservation, the Libéma Attractie- en Vakantieparken Contact Center (www.beeksebergen.nl/en/contact-directions) should be contacted without delay, failing which the reservation cannot be invoked.
- Safari Resort Beekse Bergen reserves the right to make changes in the set-up and opening hours of the facilities of the park locations such as, but not limited to, the swimming pool, catering and/or bowling. This includes partial or total closure of these facilities. As a result, there is no entitlement to compensation for Main Booker or Guests.
- The agreement concerns rental of Accommodation(s) and/or other facilities for recreational use, which by its nature is of short duration. The same applies to the related other services and products offered by Safari Resort Beekse Bergen.

3. Payment(s) conditions

- If there are more than 6 weeks between the date of reservation and the date of arrival, the first payment (50%) must be received by Safari Resort Beekse Bergen no later than 14 days after receipt of the confirmation (but in any case 6 weeks before arrival date). The balance of the booking sum must then be received by Safari Resort Beekse Bergen no later than 6 weeks before arrival.
- In all cases other than those mentioned in Article 3.1, the full booking fee must be paid immediately.
- Receipt of any (advance) payments will be confirmed. If Safari Resort Beekse Bergen does not receive the payment(s) on time, it reserves the right to cancel the reservation in accordance with these Terms and Conditions.
- Safari Resort Beekse Bergen reserves the right at all times to set off any claims it may have against the Main Booker and/or Guests against any amounts paid by the Main Booker and/or Guests, regardless of the legal basis of such claims or payments.

4. Prices

- To Safari Resort Beekse Bergen the agreed rent and the price of other services/products, as mentioned in the written confirmation (also invoice) of the reservation, is in any case due. The total price payable is calculated based on the composition of the entire party.
- In addition to the rental price and price of other services/products purchased, any booking fees, surcharges and local taxes are also payable.
- After booking an accommodation, there is no entitlement to special prices, discounts or promotional rates. For changes to a reservation, please refer to Article 5 below.
- All prices include VAT, where applicable, unless otherwise stated.

5. Cancellations and changes

- Cancellations or changes should always be made in writing or by e-mail.
- If after the realisation of the booking the Main Booker or Guests wish to make changes, Safari Resort Beekse Bergen is not obliged to cooperate. Changes may incur costs.
- The Main Booker and/or Guests are not allowed to allow others to use the Accommodation under whatever name and for whatever reason, unless otherwise agreed in writing with Safari Resort Beekse Bergen.
- If the Main Booker and Safari Resort Beekse Bergen have agreed that the Main Booker and/or one or more Guests will be replaced or removed from the reservation, the Main Booker remains jointly and severally liable to Safari Resort Beekse Bergen, in addition to the other Guests who replace the Main Booker and/or other Guests, for the payment of in any case the part of the rent still due, the alteration costs as referred to in article 5 of these conditions and any additional costs as a result of the replacement and any cancellation costs.

5. - Cancellation accommodation Safari Resort -

If the Main Booker wishes to cancel the reservation, this is free of charge up to 24 hours after receipt of reservation confirmation. After this period, the cancellation fee is due in accordance with the Recron conditions.

The cancellation fee is:

- for cancellation more than three months before the arrival date, 15% of the total price stated in the confirmation;
- for cancellation within three to two months before the arrival date, 50% of the total price stated in the confirmation;
- for cancellation within two to one months before the arrival date, 75% of the total price stated in the confirmation;
- for cancellation within one month before the arrival date, 90% of the total price stated in the confirmation;
- if cancelled on the day of arrival or in case of no-show, 100% of the total price stated in the confirmation (rental price incl. additional costs/excluding local taxes).

In case of partial cancellation, a pro rata fee is due.

5. - Cancellation holiday apartments Safari Hotel -

If the Main Booker wishes to cancel the reservation, this is free of charge up to 24 hours after receipt of reservation confirmation. After this period, the following cancellation fee is due.

The cancellation fee is:

- for cancellation more than one month before the arrival date, 0% of the total price stated in the confirmation;
- for cancellation more than 14 days and one month before the date of arrival, 15% of the total price stated in the confirmation;
- for cancellation more than 7 days and 14 days before the date of arrival, 35% of the total price stated in the confirmation;
- for cancellation more than 3 days and 7 days before the date of arrival, 60% of the total price stated in the confirmation;
- for cancellation more than 24 hours and 3 days before the date of arrival, 85% of the total price stated in the confirmation;
- in case of cancellation 24 hours or less before the arrival date or in case of no-show, 100% of the total price mentioned in the confirmation (rental price incl. additional costs/excluding local taxes);

In case of partial cancellation, a pro rata fee is due.

- Failure to check in within 12 hours of the agreed date without further notice will be considered a 'no-show', after which the reservation will be settled as a cancellation according to Article 5 of these terms and conditions and the fee will apply according to the terms of 'no-show'.

8. Changes more than 1 month before arrival:

In principle, any change to an existing booking is subject to an amendment fee. The amendment fee will not be charged if the period of stay is extended, the period changes to a more expensive period or the Accommodation changes to a more expensive Accommodation.

If the period or Accommodation changes to a cheaper (promotional) period or Accommodation, the price remains the same as the original booking and a change fee will be charged.

If the period of stay is shortened or Accommodation changes to a cheaper variant, this is considered a partial cancellation and, in addition to the change fee, a compensation according to article 5.5 or article 5.6 (depending on accommodation location) is due.

Reducing the number of Guests is possible up to the minimum occupancy per accommodation (14- or 16-bed accommodation: minimum 9 persons / 8-bed accommodation: minimum 5 persons / 4 to 6-bed accommodation: minimum 3 persons, Savanne Room and Savanne Suites: minimum 1 person). These include people from 3 years old and over. The total price payable is calculated based on the composition of the entire party (including children under the age of 3).

9. Changes within 1 month before arrival:

In principle, any change to an existing booking is subject to an amendment fee.

In case of changes to cheaper Accommodation or reducing the number of persons, the full original trip price is due. If one or more Accommodations are cancelled or the booking changes date after the booking has been made, this is considered a partial cancellation and compensation is payable in accordance with the provisions of Article 5.5. or Article 5.6. (depending on accommodation location).

Reducing the number of Guests is possible up to the minimum occupancy per accommodation (14- or 16-bed accommodation: minimum 9 persons / 8-bed accommodation: minimum 5 persons / 4 to 6-bed accommodation: minimum 3 persons, Savanne Room and Savanne Suits: minimum 1 person). These include people from 3 years old and over. The total price payable is calculated based on the composition of the entire party (including children under the age of 3).

10. Changes during stay:

If the agreement with Safari Resort Beekse Bergen is to be extended beyond the agreed duration, or if the composition of the party differs from or changes after the reservation has been made, and Safari Resort Beekse Bergen agrees to such changes, an additional charge for the Accommodation (based on the composition of the party) and amendment fees may be payable. Safari Resort Beekse Bergen reserves the right at all times to allocate an alternative Accommodation.

Safari Resort Beekse Bergen reserves the right at all times to verify the composition of the party during the stay.

6. Arrival, stay (Attractions Pass) and departure

- All Guests staying at the Accommodation are requested to register via a personal digital environment ('MyEnvironment'). The Main Booker is obliged to do so. You will receive this request digitally prior to arrival.
- Legitimation at the park is mandatory. Safari Resort Beekse Bergen has the authority to check persons present in the Accommodation against their identity documents. If Guests cannot show a valid ID, Safari Resort Beekse Bergen may decide not to accommodate these Guests, without giving any right to restitution or compensation.
- *Arrival and departure accommodation Safari Resort* -
At Safari Resort Beekse Bergen, arrival or departure for all accommodation is possible on Friday, Monday and Wednesday (except for holidays). You can check into your accommodation from 16:00 on the day of arrival and check out by 10:00 on the day of departure.
- *Arrival and departure holiday apartments Safari Hotel* -
At Safari Hotel, arrival or departure for all accommodation is possible daily. You can check into your accommodation from 15:00 on the day of arrival and check out by 11:00 on the day of departure.
- Facilities at the park can already be used on the day of arrival. For the applicable rules, please refer to article 1.3 of these terms and conditions.
- Staying in permanent accommodation includes an Attractions Pass. The Attractions Pass allows unlimited entry to various daytime attractions during the entire stay (including arrival and departure days) as well as discounts on outings in the surrounding area (see: www.beeksebergen.nl/en/stay-the-night/practical-info/attractions-pass). These parks have their own terms and conditions that apply to the respective visit. The latest version of the park regulations can be consulted on the website of the respective park.
- Entertainment activities may vary from period to period. For up-to-date information, refer to the website or the app for Beekse Bergen.
- Reservations are always made for set arrival and departure dates. Earlier departure or later arrival at the Accommodation therefore does not affect the total travel price and therefore no refunds can be claimed in the event of earlier departure or later arrival at the Accommodation.

7. Pets

- Pets are not allowed in the accommodation or on the park. Assistance dogs (if leashed) are allowed. We may ask you to show a statement from a doctor for this purpose. Safari Resort Beekse Bergen reserves the right - without giving reasons - to refuse dogs at the park.

8. Liability and deposit

- The Main Booker and Guests are severally liable for an orderly course of affairs in and around the rented Accommodation or elsewhere on the premises of Safari Resort Beekse Bergen, use of the accommodation and the equipment and inventory therein.
- In addition, the Main Booker and Guests are always jointly and severally liable for damage due to breakage and/or loss and/or damage to inventory and/or Accommodation regardless of whether this is the result of acts or omissions of the Main Booker, Guests or third parties who are in the Accommodation with permission. Any damage must be immediately reported by the Main Booker to the reception of Safari Resort Beekse Bergen and immediately compensated on the spot, unless the Main Booker can prove that the occurrence of the damage is not due to fault of himself, other Guests or one of the members of his party. If Safari Resort Beekse Bergen requires a damage report to be drawn up or ordered, the costs will be charged after stay.
- Safari Resort Beekse Bergen shall not be liable for any loss or damage suffered by third parties staying in the Accommodation without its knowledge and consent, unless such loss or damage is the result of wilful misconduct or gross negligence on the part of Safari Resort Beekse Bergen. Any liability for loss or damage shall at all times be limited to direct loss and to the amount paid out under the applicable insurance policy in the relevant case.
- Main Booker and Guests shall indemnify Safari Resort Beekse Bergen against all claims in respect of third-party damage which are (partly) the result of any act or omission by Main Booker, Guests or third parties who are on or in the Accommodation with permission.
- If care equipment (e.g. an adapted bed, oxygen bottles, a shower chair, etc.) must be used during the stay, Main Booker must arrange this at his/her own expense and risk. This must be reported to the park concerned no later than 1 week prior to the arrival date (see also article 2.6). Safari Resort Beekse Bergen accepts no liability for damage to these care resources, or not being able to use these care resources (on time).
- Safari Resort Beekse Bergen may require payment of a deposit at the time of reservation or at the start of your stay. The deposit serves as a guarantee for damage and/or costs - in the broadest sense of the word - which Safari Resort Beekse Bergen may suffer and/or have to make in case of non-fulfilment of the obligations of Main Booker, Guests and/or third parties who are part of the group.
- In case the deposit is not paid immediately Safari Resort Beekse Bergen is entitled to deny the Main Booker and/or Guests access to and use of the Accommodation.

- If you fail to pay the deposit Safari Resort Beekse Bergen is furthermore entitled to dissolve the agreement with immediate effect whereby the cancellation fee as stipulated in article 5.5 or article 5.6. (depending on accommodation location) aforementioned will be payable.
- The deposit or any remainder thereof will be refunded after settlement of claims (damage to inventory, accommodation and/or other costs) of Safari Resort Beekse Bergen on Main Booker and/or guests. Any (further) claims for compensation are not invalidated by this refund.

9. Force majeure and amendment by Safari Resort Beekse Bergen

- In the event that Safari Resort Beekse Bergen - whether temporarily or not - is not able to execute the agreement in whole or in part due to force majeure, within a reasonable period after Safari Resort Beekse Bergen has become aware of the impossibility to fulfil the agreement, a change proposal will be submitted (e.g. for another Accommodation, another period, etc.).
- Force majeure on the side of Safari Resort Beekse Bergen exists if the execution of the agreement is fully or partly, temporarily or not, prevented by circumstances beyond the control of Safari Resort Beekse Bergen, including, but not limited to, danger of war, (personnel) strikes, blockades, fire, floods and other disturbances or events.
- An amendment need not be accepted. If the amendment proposal is rejected, this should be communicated to Safari Resort Beekse Bergen within a reasonable time after receipt of the amendment proposal. In that case, or in the absence of a timely response, Safari Resort Beekse Bergen has the right to dissolve the agreement with immediate effect. You will then be entitled to a remission and/or refund of (the already paid part of) the booking fee. Safari Resort Beekse Bergen shall not be liable for any damages even then.

10. Termination

- Safari Resort Beekse Bergen reserves the right at all times to terminate the agreement with immediate effect, if it appears that at reservation personal data of the Main Booker and/or Guests are incomplete and/or incorrect. In such a case there will be no restitution of the booking sum or a part thereof and Safari Resort Beekse Bergen is also in no way obliged to any other kind of compensation.

11. Travel documents and identification

- Upon request, all Guests or other persons present in the Accommodation may be asked to show valid identification during their stay. If it is established that the number of persons staying in the Accommodation exceeds the number of persons registered in the booking system, Safari Resort Beekse Bergen reserves the right to take the measures set out in Article 5 above.
- Main Booker and/or Guests are responsible for having the valid travel documents required for the destination. Safari Resort Beekse Bergen accepts no liability for the consequences of not being in possession of the correct travel documents. Any travel or cancellation insurance should be arranged by yourself.

12. General and applicable law

- Obvious printing and typesetting errors, including promotion on or in digital expressions, do not bind Safari Resort Beekse Bergen.
- If a translation of these General Terms and Conditions is made and there is a difference between the provisions of the Dutch version of the General Terms and Conditions and the translation of the General Terms and Conditions, regardless of the reason, the provisions of the Dutch version of the General Terms and Conditions shall prevail. This is an English translation.
- The invalidity and/or nullity of any of the individual provisions of these terms and conditions and/or parts thereof does not affect the validity of the remaining (parts of) provisions of these terms and conditions. Changes and additions to the agreement and/or terms and conditions are valid only if they are in writing.
- The present legal relationship between the parties (and therefore also these terms and conditions) is exclusively governed by Dutch law.
- The Dispute Settlement Procedure in article 13 of the RECRON terms and conditions shall apply in the event of disputes.