

CANCELLATION FUND

When making your booking at the Sollasi holiday park (part of Mijbupark B.V.) you indicated that you wish to make use of the cancellation fund offered by us.

Why use the cancellation fund?

It's great making holiday plans, but what happens if you are unable to take your holiday for one reason or another?

For example, should you or one of your family members (once or twice removed) fall ill.

There are numerous reasons why it may be necessary to cancel your holiday.

If you make use of the cancellation fund, you will be reimbursed for the cancellation charges if your reason for cancelling is covered by the fund.

Cover and conditions

The full cover and conditions are given on the back of this form.

In order to prevent misunderstandings, we recommend that you read these carefully.

What does the cancellation fund cost?

The premium amounts to 5% of the total rent (excluding tourist tax, linen, cot, baby chair and dog).

The amount of the premium is indicated separately on the invoice.

When does cover start?

As soon as the premium for the cancellation fund has been credited to our account, you will be covered by the cancellation fund.

What should you do if you have to cancel?

- * Contact Mijbupark B.V. directly to inform them of the cancellation.
- * Submit a written request for payment, please see clause 5.2 of the General Terms and Conditions for the Mijbupark B.V. Cancellation Fund.

In the meantime, we would like to wish you a pleasant stay at our Sollasi park.

GENERAL TERMS AND CONDITIONS FOR THE MIJBUPARK B.V. CANCELLATION FUND

1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- 1.1 holiday-maker: the person referred to on the lease and his travelling companions (up to the maximum number of persons indicated);
- 1.2 rent: the amount covered by the cancellation fund;
- 1.3 cancellation charges: the rent owed by law, or a part thereof and transfer costs in the case of cancellation;
- 1.4 family: members of a household travelling together. A holiday-maker travelling without other members of his household shall also be deemed to be a family.

2. Commencement date and period of validity of the cover

The cover shall commence on payment of the amount owed for the cancellation fund and shall end on the final date of the holiday according to the booking agreement or on the date on which the stay is cancelled.

3. Cover

CANCELLATION CHARGES

- 3.1 Cancellation charges incurred as a result of an unforeseen event as referred to in 3.1.1 to 3.1.10 shall be reimbursed.
 - 3.1.1 The death of, a serious illness suffered by or serious injury as a result of an accident sustained by the holiday-maker, family members (once or twice removed), or members of the holiday-maker's household. Provided that this has been ascertained by the treating doctor/specialist.
Family member (once removed): spouse, parents (in-law), children, son-in-law, daughter-in-law and persons with whom the holiday-maker has been living for at least 1 year (counting back from the time at which the lease period commences) or with whom the holiday-maker has concluded a cohabitation contract.
Family member (twice removed): brothers, brothers-in-law, sisters, sisters-in-law, grandparents and grandchildren.
 - 3.1.2 Pregnancy of the holiday-maker or partner, provided that this has been ascertained by the treating doctor/specialist.
 - 3.1.3 Material damage to property, the rented accommodation of the holiday-maker or the company where he/she works, as a result of which his/her presence is urgently required.
 - 3.1.4 Where rented accommodation unexpectedly becomes available to the holiday-maker, the rental of which commences either during the 30 days prior to commencement of the lease period or during the lease period.
A condition for this, however, is that the holiday-maker must be able to submit an official lease from which the above is clear.
 - 3.1.5 Necessary medical intervention which the holiday-maker, his/her partner or a child living with him/her requires unexpectedly.
 - 3.1.6 Where the holiday-maker becomes unemployed after having had a permanent job; this being the result of an involuntary dismissal. A condition for this is that he/she became unemployed after the start of cover via the cancellation fund.

- 3.1.7 Irretrievable breakdown of the holiday-maker's marriage, in respect of which divorce proceedings have been initiated after conclusion of the lease. The dissolution of a cohabitation contract drawn up by a civil-law notary shall be deemed to be the same as the irretrievable breakdown of a marriage.
- 3.1.8 Where an unemployed holiday-maker accepts a job of at least 20 hours per week for a duration of at least 6 months or for an indefinite period of time and his/her presence is required to carry out such job at the time of the lease period.
A condition for this is that the date on which the job commences must fall within 90 days prior to the end of the period of validity covered by the cancellation fund.
- 3.1.9 Where the holiday-maker is unexpectedly called to sit a final examination in the case of a re-examination which cannot take place on a date other than during the lease period. A condition for this, however, is that it pertains to a re-examination in order to complete a long-term course of study.
- 3.1.10 The private means of transport is lost or damaged within 30 days prior to the commencement of the journey or during the outward journey to the holiday destination as a result of an external cause such as theft or collision, as well as fire or explosion.
A condition for this is that it is impossible to repair or replace the means of transport prior to the beginning of the journey.

DAYS OF HOLIDAY NOT TAKEN

- 3.2 Payment shall be made in respect of days of holiday not taken as a result of circumstances as referred to in 3.2.1 to 3.2.2.
The payment is calculated on the basis of the rent based on the proportion of the number of days of holiday not taken to the total number of days of holiday.
- 3.2.1 Where arrival at the destination by boat, bus, train and aeroplane is unexpectedly delayed for longer than 8 hours. This cover is only provided for holidays longer than 3 days. The maximum payment is 3 days, in terms of which a delay of 8 to 20 hours is deemed to be 1 day, 20 to 32 hours 2 days and longer than 32 hours 3 days.
- 3.2.2 Where the holiday is cut short as a result of an unforeseen event as referred to in 3.1.1 to 3.1.5 as well as because of serious damage to the leased property which renders the property unfit for use. The maximum payment is 40 days.

4. Exclusions

- 4.1 No payment shall be made if the holiday-maker:
- 4.1.1 submits a false statement and/or misrepresents the state of affairs. In such a case, the right to payment shall lapse in respect of the entire claim, also in respect of those parts for which no false statement was submitted and/or the state of affairs misrepresented;
- 4.1.2 fails to fulfil any obligation incumbent upon him/her pursuant to this cancellation fund.
- 4.2 No payment shall be made for a claim resulting from an event
- 4.2.1 relating (in)directly to:
- war risk, including armed conflicts, civil war, revolts, internal civil commotions, riots and mutiny;
 - atomic reactions, including all nuclear reactions in terms of which energy is released;
 - seizure and confiscation;
 - knowing and willing participation in hijacks, strikes or terrorist acts.

- 4.2.2 which arose or became possible as a result of intention or gross negligence on the part of the holiday-maker, or as a result of the suicide of or a suicide attempt by the holiday-maker or through the will of the holiday-maker;
- 4.2.3 relating to or resulting from the participation in or committing of a criminal offence or an attempt to commit such an offence;
- 4.2.4 if, at the time of subscribing to the cancellation fund, circumstances were known or existed such that it was to be expected that the lease period would be cancelled/interrupted, no claim to compensation shall exist;
- 4.2.5 cancelling the lease or cutting it short as a result of or in connection with events other than those referred to in clause 3.

5. Obligations in the case of loss/damage

- 5.1 The holiday-maker shall be obliged:
 - 5.1.1 to do all that which is reasonably possible to prevent, reduce or limit the loss/damage;
 - 5.1.2 in the case of an accident or illness, to seek medical help immediately and to refrain from any actions which could hamper recovery;
 - 5.1.3 to render any assistance required in all reasonableness by Mijbupark B.V. and to provide details truthfully;
 - 5.1.4 to outline the circumstances which have led to a request for payment;
 - 5.1.5 to submit original documents, such as doctor's certificates, employer's certificates and any other documents which Mijbupark B.V. deems necessary.

NOTIFICATION METHOD

- 5.2 The holiday-maker shall be obliged:
 - 5.2.1 following an event resulting in the (possible) cancellation of the holiday, to report this immediately, however, within 3 working days of the event, to the holiday company, namely Mijbupark B.V.;
 - 5.2.2 to send a request for payment within 14 days of the cancellation in writing to Mijbupark B.V. This request must give a true reflection of the state of affairs and must be signed;
 - 5.2.3 Statements made in a notification as referred to in 5.2.1 and 5.2.2 will also be used to ascertain the loss/damage and the right to payment.

6. Claim settlement

Mijbupark B.V. is charged with the settlement of claims and the payment of compensation, based in part on the information provided by the holiday-maker.

7. Time limit in respect of the right to payment

- 7.1 If Mijbupark B.V. has submitted its final decision on a claim in writing, any rights vis-à-vis Mijbupark B.V. shall lapse in respect of the claim in question after the expiry of 6 months, which period shall commence on the day on which Mijbupark B.V. has sent out this report.

8. Address

Notifications by Mijbupark B.V. to the holiday-maker shall be deemed to have been made in a legally valid manner if sent to the latest address which Mijbupark B.V. has for the holiday-maker.

9. Disputes

Disputes arising from this cancellation fund may be submitted to the competent court in the Netherlands, unless the parties have agreed to settle the dispute in another manner.

MIJBUPARK B.V. 2003

Indien van toepassing is eerste betaling inclusief premie annuleringsfonds.

If applicable, the first payment includes the premium for the cancellation fund.