Park Regulations

Definitions

Activities: organised activities in the Park offered for payment by De Hoge Veluwe at preannounced times, such as guided tours, excursions, walks and cycling tours, whether or not accompanied by a guide.

Visitor(s): visitors to the Park.

Consumer: any natural person who acts in pursuit of objectives that fall outside his business or professional activity.

De Hoge Veluwe: De Hoge Veluwe National Park Foundation, Apeldoornseweg 250, 7351 TA Hoenderloo (Telephone: +31 (0) 055-8330833, Chamber of Commerce: 41151066, VAT number: NL0029.75.671.B.01).

Proof of Entrance: any ticket and/or other proof of payment with which access can be gained to the Park, including e-tickets, boca tickets, vouchers and annual season tickets (guardian tickets).

The Park: the grounds that belong to De Hoge Veluwe National Park Foundation, including all buildings and structures found there, which are owned by De Hoge Veluwe.

Catering Service: the provision of food and beverages and/or the provision of rooms and/or outdoor sites, with all the associated services and activities.

Catering Agreement: an agreement between De Hoge Veluwe and a Guest relating to the paid provision of a Catering Service to the Guest.

Guest: a customer and/or Visitor who purchases or intends to purchase (a combination of) Activities, Entrance Tickets, Catering Services, Retail Items, and/or Products for Hire.

No-show: failure to take delivery of (a combination of) Activities, Entrance Tickets, Catering Services, and/or Products for Hire, without valid cancellation of the booking or relevant part thereof.

Turnover Guarantee: the written declaration by a Guest that De Hoge Veluwe shall achieve at least a specified turnover under the Catering Agreement.

Path: any track constructed by or on behalf of De Hoge Veluwe that is not a Paved Road, but which is used for vehicular and pedestrian traffic and is indicated on the latest walking, cycling, and driving maps.

Proof of Reservation: any form of proof that gives the right to participate in Activities and/or to use a product that can be hired for use in the Park.

Reservation Value: the total value of the booking (including VAT) as communicated to the Guest and/or stipulated in the offer accepted by the Guest.

Hire Products: bicycles, GPS devices, iPads, educational materials, and any other items that can be hired in the Park.

Paved Path: a stone, concrete, or asphalt track constructed by or on behalf of De Hoge Veluwe that is used for vehicular or pedestrian traffic and is indicated on the latest walking, cycling, and driving maps.

White Bikes: the white bicycles made available by De Hoge Veluwe, which Visitors may use without charge.

Art. 1 Applicability

- 1. The regulations have been drawn up to safeguard order and safety within the Park and to regulate the contractual or other relationship with Visitors.
- 2. When buying an Entrance Ticket, hiring Products for Hire, booking an Activity, or entering into a Catering Contract (or a combination of these), the Visitor expressly and without booking agrees to be bound by these regulations. These regulations are available for inspection at the entrance where an Entrance Ticket can be purchased, and a hire contact and/or an Activity can be concluded or booked. When buying an Entrance Ticket, concluding a hire contract and/or booking an Activity via the Internet, it is necessary to agree to be bound by these regulations.
- 3. Once the Visitor enters the Park, he/she accepts the applicability of these regulations and is obliged to abide by all the rules and follow promptly any instructions given by employees of De Hoge Veluwe.
- 4. For any and all situations not provided for in these regulations, De Hoge Veluwe reserves the right to create, either orally or in writing, supplementary rules by which the Visitors are bound.
- 5. The regulations also include all natural and legal persons that De Hoge Veluwe employs in the implementation of any agreement made with the Visitor.

Art. 2 General

- 1. Advertising of any kind, conducting public surveys, counts, collections, or the offering of goods or services in the Park is not permitted, unless previous written consent has been granted by Hoge Veluwe.
- 2. The explicit expression of religious and/or other sentiments, or the holding of demonstrations in the Park is not permitted, unless previous written consent has been granted by Hoge Veluwe.
- 3. While the visitor is in the Park, he/she is expected to be in proper accordance with public order, the proper customs and rules relating to the nature of the activity or activities being visited.
- 4. Smoking is not allowed in the buildings and on the terrace of the Park Restaurant, except at the designated locations.
- 5. The use of drones is prohibited unless prior written permission is obtained from De Hoge Veluwe management.
- 6. Taking photographs or making films is permitted as long as they are non-commercial in nature.
- 7. The publication of audio/visual material featuring the Park in any way is not permitted, unless previous written consent has been granted by the Park.
- 8. It is possible that Visitors will be photographed or filmed while in the Park. Hoge Veluwe reserves the right to use this material for publication, taking Dutch portrait law into account when doing so.
- 9. The making of noise on purpose (as determined by Hoge Veluwe), and the audible use of radios, recorders, or other noise generating equipment is not permitted. Should it be determined that noise is being created on purpose, Hoge Veluwe personnel has the right to temporarily confiscate the equipment in question.
- 10. Visitors are not permitted to bring their own food or drink into any of the Park's restaurants or cafes, unless it is done in specifically designated areas.

- 11. Use of the name "Hoge Veluwe" or "Jachthuis Sint Hubertus", or any brands associated with those names, is not permitted unless previous written consent has been granted by the Management at Hoge Veluwe.
- 12. During a visit to the Park, it is not permitted to: a. disturb the animals;
 - b. swim, play in, or fish in the Park's waters without permission;
 - c. camp outside of Hoge Veluwe's designated campground;

d. to remove white bikes, rental bikes, carrier bikes, or other vehicles that have been rented or are the property of Hoge Veluwe, from the Park.

13. Without the written consent of Hoge Veluwe, it is not permitted to:

a. To set up stands, beach tents, wind screens, campers and tents on Hoge Veluwe grounds, and

b. To have barbecues. Permission to have a barbecue can only be given for the Picnic Field, near the Landscape Garden and in spots designated specifically for that activity.

Art. 3 Access

- 1. Visitors enter the Park at their own risk.
- 2. Entrance to the Park is only permitted with a valid ticket. Visitors must enter through one of the official entrances.
- 3. The trading of, or counterfeiting of, tickets, coupons etc. for commercial purposes is not permitted and perpetrators will be reported to the Police.
- 4. Season tickets and other such documents cannot be exchanged with third parties, traded for commercial purposes or sold.
- 5. Tickets must be displayed and shown to a Park employee should he/she request it during a visit to the Park.
- 6. In order to verify the identity of season ticket holders, it is possible that a Park employee requests a season ticket holder to remove sunglasses, head scarf or other article of clothing which covers the face, in order to make the verification, all of which will fully respect the personal lifestyle choices of the ticket holder.
- 7. Additional fees may be charged to enter certain areas of the Park.
- 8. Tickets are only valid on the day of purchase, or for the period of time displayed on the ticket. The ticket's set duration of validity cannot be extended.
- 9. If the ticket is not used, or not used in its entirety, no money will be refunded.
- 10. Tickets and/or season tickets shall remain the property of Hoge Veluwe. Tickets can be confiscated if the Park deems a ticket holder to have acted indecently or not in accordance with these rules.
- 11. Children under the age of 12 must be accompanied by an adult at all times while visiting the Park. Parents, guardians, teachers, and group leaders are responsible for their children's/group's behavior at all times. Should the Park deem the behaviour of children, students, or group members to fail to be in accordance with these rules, the Park reserves the right to verbally confront the parents, guardians, teachers, or group leaders.
- 12. It is not permitted to climb over walls or fences.
- 13. Hoge Veluwe reserves the right to change opening times or days of operation throughout the season.
- 14. Hoge Veluwe is authorized to close an attraction or section of the Park without having to pay a refund to Visitors.
- 15. It is not permitted to be in the Park outside of normal opening hours. Access to the Park is permitted until one hour before closing time.

- 16. In the interest of safety, Hoge Veluwe reserves the right to deny Park access to new Visitors if the amount of present Visitors in the Park is too high.
- 17. School groups and parts of school groups must be accompanied by at least one or more group leaders at all times, while visiting the Park. This includes all buildings found within the Park.

Art. 4 Traffic and Parking

- 1. Both in the Park and its associated parking facilities, the 1994 Traffic and Roads law, as well as related legislation, apply. In order to prevent traffic stoppages, traffic instructions given by Hoge Veluwe employees must be followed at all times. If the given traffic instructions are not properly followed (at Hoge Veluwe's discretion), the Park reserves the right to refuse admission of the Visitor's vehicle, or to have said vehicle removed, at the full cost of the Visitor.
- 2. Cars and motorcycles must be parked in designated parking areas in the Park or on the shoulder of the Park's roads. If the shoulder is not clearly marked, it is considered to be an area covering 5 meters, next to the road. Scooter and mopeds must be parked in designated bike racks. Visitors park all vehicles at their own risk and Hoge Veluwe cannot be held responsible for any damage done to vehicles.
- 3. Motorized vehicles are only permitted on paved roads.
- 4. The maximum speed limit in the Park is 60km per hour. The Park advises a speed of 40 km per hour.
- 5. It is not permitted to ride bicycles off of paved roads or designated bike paths.
- 6. Walking is permitted throughout the Park, except for areas designated for wild game.
- 7. Horseback riders are permitted to use horseback routes as well as the shoulders of paved roads. With the exception of areas designated for wild game, paved roads, bike paths, and designated walking routes, horseback riders are permitted to ride anywhere in the Park.
- 8. Horse carts are only permitted on paved roads and or horseback routes. The majority of horseback routes are not suitable for horse carts.

Art. 5 Safety and Liability

- 1. De Hoge Veluwe is in no way liable for personal damage and/or theft, loss, misplacement or damage to possessions belonging to Visitors that occurs during and/or as a result of a visit to the Park (including the catering facilities on site, and as a result of the use of any (technical) (auxiliary) means (such as apps) made available by De Hoge Veluwe), with the exception of cases resulting from intent or conscious negligence on the part of De Hoge Veluwe. De Hoge Veluwe is also not liable for damage resulting from said loss, such as company damage or loss of income. In the event that De Hoge Veluwe cannot sufficiently apply the aforementioned limitations on liability, De Hoge Veluwe shall be held financially responsible for an amount totalling no more than the amount declared by the liability insurance plus De Hoge Veluwe's own insurance excess.
- 2. Trash must be deposited in the designated trash cans and / or containers positioned throughout the Park, or taken outside of the Park upon departure.
- 3. Visitors must return lost and found items to Hoge Veluwe employees at the Visitor Center or one of the Park's three entrances.
- 4. The Police will be informed of any and all cases of theft that occur at the Park.

- 5. Visitors are liable for any damage done to De Hoge Veluwe and/or any third parties resulting from an act or omission on their part (whether or not in violation of these regulations), as well as for any damage caused by any animal and/or substance and/or item that is in the Visitor's possession or under his/her supervision. Group leaders and other escorts are responsible for the groups and individuals they are accompanying during a visit to the Park. Said leaders will be liable for any damage caused by individuals under their supervision. The amount of the damages to be paid is at the discretion of De Hoge Veluwe, and this can only be derogated from if the Visitor shows that the amount of damages to be paid is manifestly unreasonable.
- 6. Instructions or directions given by Hoge Veluwe employees must be followed at all times.
- 7. The carrying of weapons or other dangerous objects, as deemed so by Hoge Veluwe, is strictly forbidden. Hoge Veluwe reserves the right to remove violators from the Park, with the assistance of the Police if necessary.
- 8. Visitors that are under the influence of alcohol or controlled substances, or trade in / possess said controlled substances, or whom disturb the peace (as deemed so by Hoge Veluwe), can be refused entry to, or removed from, the Park without the right to a refund or financial restitution of any kind.
- 9. Reckless behavior, vandalism, physical or verbal abuse, or other disruptive or intimidating behavior with regards to other Park visitors (as deemed so by Hoge Veluwe) will not be tolerated in any way. Visitors guilty of this type of behavior will be removed from the Park immediately.
- 10. If a Visitor is confronted with a potentially harmful or dangerous situation, the Visitor must immediately notify a Park employee, also if damage has been caused by said Visitor himself. In such a case, the Visitor must notify a Hoge Veluwe employee before leaving the Park.
- 11. Visitors must follow all fire regulations at the Park. Bonfires are not permitted. In the case of drought, smoking is not permitted in the Park's natural surroundings.
- 12. Hoge Veluwe would like to inform all Visitors that camera surveillance is possible at all times in order to further the safety of Visitors and their possessions while visiting Hoge Veluwe.
- 13. It is not permitted to feed or entice the animals with food.
- 14. It is not permitted to remove the following items from the Park: plants, branches, flowers, moss, green vegetation, living or deceased animals, antlers or other natural objects. Violators will be reported to the Police.

Art. 6 Use of the facilities

- 1. The use of attractions, facilities and / or playground equipment is the sole responsibility of the Visitor.
- 2. Unless otherwise indicated, the attractions and other facilites are available for use by Visitors. Where indicated, certain attractions will need to be paid in full, on top of the price of admission, before being used.
- 3. When using attractions or other facilities, the instructions / rules of use noted on signs and or given by a Hoge Veluwe employee must be followed at all times.
- 4. For certain attractions some restrictions may apply, such as height and or age. If the Visitor doesn't adhere to these restrictions, Hoge Veluwe employees are entitled to refuse admission or use of the attraction/facility without having to pay restitution of any kind.

5. Hoge Veluwe cannot be held liable for damage that may occur as a result of a Visitor's refusal to adhere to, or negligence in following instructions / rules of use.

Art. 7 Clothing

- 1. The wearing of bathing suits is not permitted, except for in swimming areas or the vicinity thereof.
- 2. The upper body must be covered at all times while visiting the Park, except in swimming areas or the vicinity thereof, where suitable swimwear must be worn.

Art. 8 Pets

- 1. Pets are permitted as long as they are leashed. Pets are not permitted in the Park's buildings.
- 2. The only pets or animals permitted to visit the Park are dogs and horses.

Art. 9 Hire Products

- 1. Hire Products can be hired by Visitors to the Park (subject to availability). Some Hire Products can also be hired in advance online for a specific date.
- 2. A hired product may only be used in accordance with its intended purpose and must be returned to De Hoge Veluwe in the state in which the hired product was originally provided. The Visitor is liable for damage to or the loss of a hired product or parts thereof. The amount of the damages to be paid is at the discretion of De Hoge Veluwe, and this can only be derogated from if the Visitor shows that the amount of damages to be paid is manifestly unreasonable.
- 3. The hire price will be determined according to the rates as set down and clearly displayed by De Hoge Veluwe. The hire cost must be paid in advance, unless otherwise indicated.
- 4. A hired product will only be issued if a valid Proof of Reservation is shown.
- 5. If a reservation is made online, the Proof of Reservation will be sent to the email address provided immediately after payment.
- 6. De Hoge Veluwe is not liable if the e-mail address entered by the purchaser is incorrect and/or if his/her email account malfunctions.
- 7. In principle, when cancelling a hire contract made in the De Hoge Veluwe webshop (web address: https://www.hogeveluwe.nl/nl/webshop), no money will be refunded, unless De Hoge Veluwe decides otherwise.
- 8. If a hired product is not used, or is not used in full, no money will be refunded.
- 9. The hire period is the period beginning when the Visitor receives a hire product until the time the hire product is returned as is stated in the hire contract or agreed upon verbally. An extension of the hire period can only be granted by De Hoge Veluwe at the extension hire rate previously determined by De Hoge Veluwe. Early return of a hire product terminates the hire contract but does not give the person who hired the product the right to receive a reduction in the hire cost stated in the contract or the extension hire rate.
- 10. A hire product must be returned to an agreed location and at a time no later than that agreed with De Hoge Veluwe.
- 11. Any deposit made by the Visitor with regard to costs incurred as agreed upon in the hire contract does not diminish the Visitor's obligation to pay possible remaining costs

in cash, without prejudice to the right of De Hoge Veluwe to full compensation for damages.

- 12. Unfortunately, it may happen that De Hoge Veluwe has to cancel the hire contract (at the last minute). De Hoge Veluwe strives to prevent this from happening as much as possible. If the Hoge Veluwe cancels a hire contract, which it is entitled to do, it is not liable to pay any compensation, other than to refund the price already paid for the Products for Hire, unless the Visitor agrees to another solution proposed by De Hoge Veluwe.
- 13. De Hoge Veluwe is in no way liable for damage resulting from the use of a hired product.

Art. 10 White Bikes

- 1. White bicycles (called 'Witte Fietsen') are available for use in the Park (subject to availability). Visitors may use these bicycles without charge.
- 2. The White Bikes are parked in the bicycle racks in the Park. The White Bikes that are parked in the bicycle racks in the Park are available for use by all Visitors.
- 3. The White Bikes cannot be reserved or secured with a lock.
- 4. De Hoge Veluwe is in no way liable for damage caused as a result of using one of the White Bikes. Compensation must be paid to De Hoge Veluwe for any damage caused to a White Bike by the user of said White Bike. The amount of the damages to be paid is at the discretion of De Hoge Veluwe, and this can only be derogated from if the Visitor shows that the amount of damages to be paid is manifestly unreasonable.
- 5. The White Bikes are not equipped with lights; the use of White Bikes after sunset is at the Visitor's own risk.

Art. 11 Activities

- 1. Activities can be reserved in the Park by Visitors. Activities can also be reserved in advance online for a specific date and time. Once the maximum capacity of an Activity has been reached, it is no longer possible to reserve that activity.
- 2. The price will be determined according to the rates as set down or clearly displayed by De Hoge Veluwe at the time of the reservation. The cost must be paid in advance, unless otherwise indicated.
- 3. If an Activity is reserved online, the Proof of Reservation will be sent to the email address provided immediately after payment.
- 4. De Hoge Veluwe is not liable if the e-mail address entered by the purchaser is incorrect and/or if his/her email account malfunctions.
- 5. When cancelling a booking made in the webshop of De Hoge Veluwe (reachable via the web address: https://www.hogeveluwe.nl/nl/webshop), in principle no money will be refunded, unless De Hoge Veluwe decides otherwise. If the Activity offered by De Hoge Veluwe is not used, or is not used in full, no money will be refunded in principle, unless De Hoge Veluwe decides otherwise.
- 6. The reservation gives the right to take part in the Activity in the place and at the time of the Activity as stated at the time of the reservation.
- 7. Participation in an Activity is only possible if a valid Proof of Reservation is shown.
- 8. Unfortunately De Hoge Veluwe may occasionally have to cancel Activities at short notice. De Hoge Veluwe makes every effort to ensure that this occurs as little as possible. If De Hoge Veluwe cancels an activity, which it has the right to do at any time, De Hoge Veluwe is not liable to pay any compensation other than

reimbursement of the price already paid for the Activity, unless the Visitor agrees to an alternative solution proposed by De Hoge Veluwe.

9. De Hoge Veluwe is in no way liable for damage caused as a result of taking part in any Activity.

Art. 12 Purchasing Proofs of Entrance online and by email

- 1. Tickets can be purchased online. All e-tickets carry a unique bar code. After payment, e-tickets are sent to purchasers by email.
- 2. De Hoge Veluwe is not liable if the email address entered by the purchaser is incorrect and/or if his/her email account malfunctions.
- 3. The purchaser must produce good quality print-outs of the e-tickets and bring them to the entrance of the Park, where they are checked by Park employees.
- 4. Each e-ticket may only be used once. The bar codes on the e-tickets must not be folded or damaged in any way. E-tickets found to be illegible can result in the ticket-holder being refused entry to the Park.
- 5. If a Consumer purchases an e-ticket that is not linked to a specific date, the Consumer may cancel the purchase agreement within 14 days after purchasing the e-ticket, without giving any reason. This right of cancellation lapses if the e-ticket has been used. This right to cancel the purchase agreement can be exercised in every case by sending an email to reserveringen@hogeveluwe.nl. The email should list the tickets and the purchaser should send the e-tickets for which the right of cancellation is invoked.
- 6. The right of cancellation within 14 days without giving any reason does not apply to the purchase online or by email of a Proof of Entrance that is linked to a specific date. If, due to force majeure including illness, a Consumer has not been able to make use of a Proof of Entrance purchased online, which is linked to a specific visiting date, De Hoge Veluwe will, in principle (unless De Hoge Veluwe decides otherwise), show goodwill by providing the Consumer with a voucher that will grant the Consumer access at another time. In order to apply for such a goodwill gesture, the Consumer can send an email to reserveringen@hogeveluwe.nl.
- 7. De Hoge Veluwe reserves the right to refuse or cancel an order without having to provide a reason. In this case, the purchaser is notified by email.
- 8. If the electronic payment of an e-ticket is not correctly processed or authorized for technical or other reasons, or is not processed or authorized in time, the e-ticket is deemed invalid. De Hoge Veluwe accepts no liability in such a case.
- 9. It is not permitted to use e-tickets for commercial reasons without the written consent of De Hoge Veluwe. E-tickets cannot be used in combination with other promotional activities, unless indicated otherwise. If the validity of the e-tickets has expired, it is not possible to exchange the e-tickets or receive restitution in any form.

Art. 13 Cancellation of a booking by the Guest

 eenThis article applies to bookings made by e-mail (<u>reserveringen@hogeveluwe.nl</u>) or by telephone (055-8330833) via the bookings department of De Hoge Veluwe (see for the most recent contact information: <u>https://www.hogeveluwe.nl/nl/over-hetpark/contact</u>). A booking is made when the Guest has confirmed the quotation provided by De Hoge Veluwe by e-mail or otherwise in writing. The booking may relate to (a combination of) Activities, Entry Tickets, Catering Services, Shopping Items, and/or Products for Hire. 2. In the event of a cancellation of a booking as referred to under (1) by the Guest, the following amounts are due to the Hoge Veluwe:

- no compensation if the cancellation takes place 1 month or more before the time that has been booked.

- compensation of 25% of the Booking Value if the cancellation takes place 8 days or more (but less than 1 month) before the time for which the booking was made.
- compensation of 50% of the Booking Value if the cancellation takes place 3 days or more (but less than 8 days) before the time for which the booking was made.
- compensation of 75% of the Booking Value if the cancellation takes place less than 3 days before the time for which the booking was made.

- 3. In the event of cancellation of a part of a booking as referred to under (1), the compensation referred to under (2) is due in respect of the part of the Booking Value that relates to the cancelled part.
- 4. Cancellation by the Guest must be made in writing.
- 5. In principle, amounts that De Hoge Veluwe owes to third parties in connection with the cancelled booking must always be fully reimbursed by the Guest, unless De Hoge Veluwe decides otherwise.
- 6. In case of a No-show, the Guest owes De Hoge Veluwe the full Booking Value.
- 7. The provisions under (2) and (3) are without prejudice to the right of a Consumer who has purchased an Entrance Ticket that is not linked to a specific visit date, to cancel this purchase within 14 days after the day on which the Entrance Ticket was purchased, without giving any reason. This right of cancellation does not apply if the Entry Ticket has already been used. In order to exercise this right of cancellation, it is sufficient to send an e-mail to reserveringen@hogeveluwe.nl referencing and returning the Entrance Tickets for which the right of cancellation is exercised.

Art. 14 Cancellation of a booking by De Hoge Veluwe

- This article applies to bookings made by e-mail (<u>reserveringen@hogeveluwe.nl</u>) or by telephone (055-8330833) via the bookings department of De Hoge Veluwe (see for the most recent contact information: <u>https://www.hogeveluwe.nl/nl/over-hetpark/contact</u>). A booking is made when the Guest has confirmed the offer provided by De Hoge Veluwe by e-mail or otherwise in writing. The booking may relate to (a combination of) Activities, Entry Tickets, Catering Services and/or Products for Hire.
- 2. Articles 9(12) and 11(9) apply by analogy if the cancellation concerns either a Product for Hire or an Activity.
- 3. If the cancellation also concerns Entrance Tickets, De Hoge Veluwe does not owe any compensation for this, other than the refund of the price already paid for the Entrance Ticket, unless the Guest agrees to another solution proposed by De Hoge Veluwe.
- 4. If the cancellation concerns a Catering Service, sections 5 and 6 of this article apply to that part of the booking.
- 5. Unfortunately, De Hoge Veluwe may sometimes have to cancel a Catering Service (at the last minute). De Hoge Veluwe strives to avoid such a situation as much as possible. If De Hoge Veluwe cancels a Catering Service, which it is entitled to do, it does not owe any (compensation) for this, other than a refund of the deposit and/or the deposit already paid in as described in Article 19, unless the Guest agrees to another solution proposed by De Hoge Veluwe.

6. Moreover, De Hoge Veluwe is at all times entitled to cancel the Catering Contract without having to pay any compensation if it was not, or not correctly, informed about the nature of the occasion when making the booking, and if it would not have entered into the Catering Contract if it had been provided with correct information about the nature of the occasion. If this authority is exercised after commencement of the occasion in question, the Guest is obliged to pay for the food and drinks that have been consumed up to that moment. The Guest remains obliged to pay the full fee for the rooms and/or grounds.

Art. 15 Enforcement

- 1. Anyone who acts in violation of these regulations can, without prior warning, by De Hoge Veluwe's staff:
 - a. receive a fine of up to EUR 100 per violation, which is liable for immediate claim;
 - b. will be refused access to the Park; or
 - c. will be removed from the Park,
- without prejudice to other rights of De Hoge Veluwe pursuant to the Act.
- 2. The staff of De Hoge Veluwe is also authorized to:
 - a. giving instructions to Visitors;
 - b. to take admission tickets; and
 - c. detent unauthorized goods of Visitors for the duration of their visit to the Park.
- 3. These regulations are without prejudice to the powers of extraordinary investigating officers.

Art. 16 Applicability

In addition to the above terms and conditions, Articles 16 to 21 apply to all offers relating to, and the conclusion of, Catering Contracts between De Hoge Veluwe and the Guest.

Art. 17 Concluding/contents Catering Agreements

- 1. All offers made by De Hoge Veluwe with respect to concluding Catering Agreements between De Hoge Veluwe and the Guest are non-binding.
- 2. Catering Agreements can only be entered into for groups of at least 9 people.
- 3. The number of people to which the Catering Agreements relate may be reduced to 9 people up to 7 days before arrival in the Park.

Art. 18 Obligations of De Hoge Veluwe

- 1. In respect of a restaurant reservation, De Hoge Veluwe is obliged to make the agreed facilities available at the time arranged and, in the manner that is usual in the Parkrestaurant or the Theekoepel, to provide the agreed amount of food and drink of the usual quality.
- 2. In respect of the hiring of rooms and/or sites, De Hoge Veluwe shall make the room/site available as arranged. De Hoge Veluwe has the right to make a different room/site available, unless this is clearly perceived as unreasonable and unacceptable, in which case the Guest has the right to cancel the agreement in respect of hiring a room or site. A difference in the hire price to the benefit of the Guest shall be refunded by De Hoge Veluwe. De Hoge Veluwe is not liable for any damage.

- 3. De Hoge Veluwe has the right not to provide the Catering Service or to suspend the service if the Guest does not behave according to the standards, including standards of decency, that apply in the Park.
- 4. De Hoge Veluwe has the right to cancel the Catering Agreement, without any obligation to pay damages, due to a well-founded fear of a public order disturbance, after consultation with the competent authority on the site.
- 5. The Guest must leave the Park at the first request by De Hoge Veluwe.

Art. 19 Advance payment and deposit

- 1. De Hoge Veluwe is entitled to request a deposit from the Guest for a booking. In the case of a Consumer, the amount of the deposit is a maximum of half of the Booking Value under the Catering Contract. If the deposit is not paid within the set period, De Hoge Veluwe has the right to cancel the booking without having to give the Guest a further period to pay.
- 2. During implementation of the Catering Agreement, De Hoge Veluwe is entitled at any time to require the Guest to pay a security deposit to guarantee payment of the invoice by the Guest. De Hoge Veluwe has the authority to use this deposit to cover all or part of the invoice. Any excess amount shall be paid back to the Guest.

Art. 20 Turnover Guarantee

1. If the Guest has given a Turnover Guarantee, the Guest is obliged to pay De Hoge Veluwe at least the amount specified in said guarantee.

Art. 21 Payment

- 1. The Guest is under obligation to pay the price specified in the Catering Agreement. Changes to the VAT rate will always be charged on to the Guest. Unless a different agreement is made in writing, the Guest should pay immediately upon receipt of the invoice.
- 2. If an invoice for less than EUR 250.00 is issued, De Hoge Veluwe has the right to charge an administration fee of EUR 20.00. De Hoge Veluwe is free to decide whether to issue an invoice and a request to this effect from a Guest can be refused at any time by De Hoge Veluwe.
- 3. Invoices should be paid within 14 days. If payment is not made in time, the Guest shall be in default without a notice of default being required, and from the payment date, the Guest shall owe the applicable statutory interest until the date on which payment is made in full. In the case of a non-Consumer, the statutory commercial interest is owed.
- 4. All debt recovery costs, legal and otherwise, incurred by De Hoge Veluwe in connection with a late payment by a non-Consumer, are for the account of the Guest, with a minimum charge of EUR 150.00 (excluding VAT).

Art. 22 Force majeure

- 1. If De Hoge Veluwe is unable to meet its obligations due to force majeure, there is no right to reimbursement and/or compensation.
- 2. In addition to its meaning in law, force majeure in these regulations is understood to mean: all external causes, foreseen and unforeseen, on which De Hoge Veluwe can

have no influence and as a result of which De Hoge Veluwe is unable to meet its obligations, either fully or in part. These causes include in any case, but not exclusively: fire, power failure, accident, illness, pandemic, strike, riot, war, government measures, and transport problems.

Art. 23 Privacy

1. De Hoge Veluwe respects the privacy of its Visitors. In its Privacy Statement, De Hoge Veluwe explains how the personal data of Visitors is collected, what it is used for, how long it is kept, what rights the Visitor has, and where the Visitor can go to exercise these rights or to ask a question about the subject of privacy. This Privacy Statement can be consulted and downloaded via: <u>https://www.hogeveluwe.nl/nl/privacyverklaring</u>

Art. 24 Miscellaneous

- 1. In any and all cases not covered by these regulations, the Management Board of De Hoge Veluwe is authorized to make the final decision.
- 2. The invalidity of any clause in these regulations shall not affect the validity of all other clauses.
- 3. Any claim by a Visitor against De Hoge Veluwe shall lapse after a period of one year after the initiation of the claim.
- 4. All agreements with De Hoge Veluwe are subject to Dutch law. In case of disputes between De Hoge Veluwe and a Visitor/Guest who is not a Consumer, the Gelderland Court has exclusive jurisdiction to entertain those proceedings.

The Management Board and staff at De Hoge Veluwe wish you a wonderful visit to our Park.

Version dated November 2019