



General Terms and Conditions for Publication on www.anwbCampsite.nl

Article 1 General:

- 1.1 In these General Terms & Conditions the following terms are understood to have the following meanings:
 - a) General Terms & Conditions: these general terms and conditions for Publication.
 - b) ANWB: ANWB Reizen Beheer B.V. (brand name: ANWB Kamperen)
 - c) ANWB Booking Package Agreement: the agreement between ANWB and the Campsite, containing arrangements about the way holidaymakers may use the Website to book a pitch or rented accommodation directly from the Campsite.
 - d) Campsite: the campsite with which ANWB concludes a Publication Agreement.
 - e) Publication: the informative material - to be - posted for the benefit of the Campsite.
 - f) Publication Agreement: the agreement, including these General Terms & Conditions, concluded between ANWB and the Campsite regarding the posting by ANWB of the Publication on the Website.
 - g) Publication Material: the material required to produce and publish the Publication.
 - h) Website: www.anwbCampsite.nl.
- 1.2 Unless the parties agree otherwise, these General Terms & Conditions apply to, and form an integral part of, all the Publication Agreements concluded by ANWB.
- 1.3 The applicability of any general terms and conditions, or other terms and conditions, stipulated by the Campsite is explicitly excluded.
- 1.4 The Publication Agreement is concluded after receipt by the Campsite of written confirmation from ANWB, or by the Campsite being published on the Website by ANWB.
- 1.5 If an ANWB Booking Package Agreement has also been concluded between ANWB and the Campsite, the provisions of these General Terms & Conditions also apply to that ANWB Booking Package Agreement.

Article 2 Publication Agreement

- 2.1 The Publication Agreement is entered into for a period of one year and may be tacitly renewed. The parties are entitled at all times to terminate the agreement with due observance of a notice period of three months. Notice of termination must be given in writing.
- 2.2 At the Campsite's request, the agreed extent/amount of the Publication's posting may be increased during the term of the Publication Agreement. If this option is exercised, ANWB and the Campsite will then agree the rates and terms that are to apply to that increase.

Article 3 Publications

- 3.1 The Campsite is responsible for the content of the Publication provided.
- 3.2 The Publication provided by the Campsite to ANWB must, in all cases, include:
 - a) Correct and up-to-date basic information about the Campsite, such as contact and address details, opening times, facilities and rates;
 - b) Recent photographs of the Campsite that provide an accurate and truthful impression of the Campsite, and which third parties are permitted to use;
 - c) A recent map/site-plan of the Campsite;
 - d) A weblink to the Campsite's website.
- 3.3 Publications may neither contain any statements or claims that breach the law, other rules or regulations, public order or public morals, nor may their content infringe any rights, including intellectual property rights, of any third parties. The Campsite indemnifies ANWB against any judicial or extrajudicial claims by third parties regarding such a breach or breaches and all the costs and losses ANWB incurs or may incur in connection with any such claims.
- 3.4 The Campsite warrants that Publication Material it provides digitally is safe and does not contain any viruses, Trojan horses, worms or other programs that could in any way cause harm to ANWB's computer systems or computer programs.
- 3.5 ANWB endeavours to present the Publication in the best possible way on the Website. ANWB reserves the right to amend or change the content of Publications and the way in which they are presented on the Website at its own discretion and to a reasonable extent, without this entitling the Campsite to any form of compensation or restitution.

- 3.6 ANWB has the right to refuse a Publication without providing any reason or being in any way liable towards the Campsite for its refusal.
- 3.7 The Campsite is responsible for the quality and accuracy of the Publication that is posted on the Website, and for its being up to date.
- 3.8 The Campsite is solely liable for any inaccuracies, errors or incorrect information supplied to ANWB. The Campsite indemnifies ANWB against all possible claims made against ANWB on the grounds of any such incorrect information, inaccuracies or errors.

Article 4 Rates and Payment

- 4.1 The following rates apply with regard to the Publication Agreement:
- a) The standard rate is 250 euro per calendar year;
 - b) If the Campsite can be booked directly via www.anwbCampsite.nl or offers a discount/discounts to holders of the ANWB Kampeerkaart CKE card, the rate of 150 euro per calendar year applies;
 - c) If the Campsite has purchased an advertising package (M, L or XL), it will not be charged any publication costs.
- 4.2 If ANWB and the Campsite have also concluded an ANWB Booking Package Agreement, the rates due on the basis of these General Terms & Conditions will also apply in addition to the commission due as stipulated in the ANWB Booking Package Agreement.
- 4.3 During the term of the Publication Agreement ANWB has the right to change the rates. ANWB will notify the Campsite in writing if it makes any changes to the rates.
- 4.4 ANWB will send the Campsite an invoice for the amount due. This will be stated in euro, and inclusive or exclusive of VAT depending on the tax arrangements applicable between the country of the organisation issuing the invoice and the country where the Campsite is registered.
- 4.5 Payment of the amount(s) due must be made within 28 days of the date stated on the relevant invoice. Payment may only be made by means of a bank transfer. Any claims that the Campsite may have against ANWB may not be offset against the amount due.
- 4.6 The payment term specified in this Article is a fixed deadline. If the amount due is not paid in full before the relevant deadline, the Campsite will be in default by operation of law and will owe statutory commercial interest as from the expiry of that deadline. In the event of late payment, ANWB is also entitled to charge the Campsite administration costs.
- 4.7 All the - (extra)judicial - costs involved in collecting the amount due are for the account of the Campsite. In this context, the extrajudicial costs are set at a minimum of 15% of the principal amount, plus interest.
- 4.8 If ANWB receives the amount originally due after it incurs - (extra)judicial - collection costs, the amount received will first be applied against these collection costs, then against any interest due, then against the administration costs and, finally, against the original invoice amount.

Article 5 Personal Data

- 5.1 ANWB stores the Campsite's personal data for the purpose of performing the Publication Agreement, as well as to be able to inform the Campsite about ANWB's other products and services, and to invoice the Campsite for the products and services it has acquired. All of the above takes place in accordance with ANWB's Privacy Statement, the full text of which can be found at www.anwb.nl/jouw-privacy.

Article 6 Default and Dissolution

- 6.1 If the Campsite fails to fulfil its obligations under the Publication Agreement, ANWB has the right to suspend its performance of the Publication Agreement for the period during which that failure continues to apply.
- 6.2 If the Campsite, after having been notified in writing of its breach by ANWB, then fails to fulfil its obligations within the period specified by ANWB, ANWB has the right to dissolve all or part of the Publication Agreement. If a fixed deadline, such as a payment deadline, is not met, the Campsite is automatically in default without any notification of default being required.
- 6.3 Suspension or dissolution by ANWB does not release the Campsite from its obligation to pay the total amount due under the Publication Agreement. Furthermore, the suspension, dissolution or other termination of the Publication Agreement does not prejudice the right of ANWB to be compensated by the Campsite for any resulting or related losses incurred by ANWB.
- 6.4 The Campsite is liable for all the costs or, as the case may be, losses incurred by ANWB as the result of, or in connection with, the Campsite's failure to fulfil its obligations under the Publication Agreement. The costs or, as the case may be, losses to be compensated by the Campsite include, among other things, the direct and indirect losses incurred, or to be incurred, by ANWB, as well as its legal costs.

- 6.5 The Campsite indemnifies ANWB against all third-party judicial or extrajudicial claims in connection with any failure by the Campsite to fulfil its obligations towards ANWB or to do so on time. This explicitly includes any claims in connection with the – unlawful – content of a Publication.
- 6.6 Any liability on the part of ANWB is at all times limited per event to the amount payable by the Campsite per year under the relevant Publication Agreement. Any liability on the part of ANWB for indirect losses (including, but not limited to, consequential losses, losses due to delays, and loss of profit) is explicitly excluded.
- 6.7 If any unforeseen circumstances affect one or other of the parties, or they experience an event of *force majeure*, the party in question has, at that party's own discretion, the right either to suspend its performance of the Publication Agreement for as long as this situation continues to apply or to dissolve all or part of the Publication Agreement. In such a case, the party in question is not obliged to compensate the other for any losses.
- 6.8 Each of the parties is entitled to terminate the Publication Agreement with immediate effect by sending a registered letter to that effect, without this affecting the Campsite's obligation to pay the full amount required under the Publication Agreement, if the other party is granted a – temporary – suspension of payments, or an application for its bankruptcy has been filed or it has been declared bankrupt, or its business is liquidated, or it ceases operations, or an attachment is placed on a considerable part of its assets, or the other party can be otherwise deemed to be no longer able to fulfil its obligations under the Publication Agreement.

Article 7 ANWB Wordmark and Logo

- 7.1 The 'ANWB' wordmark and logo are the property of the ANWB and are registered as such with, among other organisations, the Benelux Office for Intellectual Property (BOIP) in The Hague.
- 7.2 The Campsite is not permitted to use or commercially exploit the ANWB wordmark or logo in any way (within the meaning of the applicable trademark legislation) or to in any way apply for or register any trademark that includes or features the name ANWB.

Article 8 Court of Law and Applicable Law

- 8.1 Any and all disputes will be submitted to the competent Dutch court of law in The Hague, The Netherlands. This agreement and any related or subsidiary contracts are governed exclusively by the laws of the Netherlands.

This English-language translation is for information purposes only. In the event of any dispute, the original Dutch-language version of these General Terms & Conditions takes precedence.