



# Contract

## ANWB – Campsite reservation system

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### Preamble

On its website [anwb.nl](http://anwb.nl), the ANWB offers Campsites the opportunity of participating in its campsite reservation system. Interested Campsites can offer holiday makers the possibility of directly booking a pitch or a rented accommodation via [anwb.nl](http://anwb.nl).

Campsite \_\_\_\_\_ is interested in this offer ('ANWB Pack').

Both parties have agreed to the following:

### Article 1 Purpose

The purpose of this agreement is to establish the rights and obligations of the ANWB and the Campsite within the framework of offering pitches and/or rental accommodation on line on the website [anwb.nl](http://anwb.nl) or on a present or future Dutch-language partner site or affiliated site.

### Article 2 Obligations of the Campsite

- 2.1. The Campsite provides the ANWB with the information that is needed to put the Campsite's services online, namely and without this list being exhaustive:
  - rates and special offers;
  - availability;
  - conditions relating to delivering, reserving and cancelling;
  - photos and other audiovisual material free of author's rights or photos and other audiovisual material that the ANWB has expressly been given the right to use.
- 2.2. The Campsite fully obliges itself to update information spread via the ANWB as often as necessary.
- 2.3. The Campsite is the only party responsible for every inaccuracy, error or incorrect piece of information that the Campsite has provided to the ANWB via the ANWB Campsite reservation system. Should it occur, the Campsite indemnifies the ANWB against any possible action that may be taken against it on the basis of incorrect information that is made public via the site.
- 2.4. The Campsite guarantees a definitive reservation after having accepted the down payment within the procedure of the ANWB Campsite reservation system.
- 2.5. The Campsite obliges itself to deal with complaints from guests who have made a reservation via the ANWB Campsite reservation system and to do so itself without any mediation from the ANWB.
- 2.6. The Campsite will provide the ANWB with a list of basic prices. This must be exactly the same as the Campsite's public list of prices. Special offers are an exception to this general rule, except for those special offers that are listed in the Campsite's own brochures. These are considered to be an inextricable part of the public rates.
- 2.7. In addition to specific information about pitches and rental accommodation, the Campsite will also provide information about its company. The Campsite authorizes the ANWB to use this information when presenting the Campsite on the website [anwb.nl](http://anwb.nl). Within reason, the ANWB is free to choose the way in which the Campsite will be presented on the website.

### Article 3 Obligations of the ANWB

- 3.1. De ANWB obliges itself to use the information provided by the Campsite about its pitches and rental accommodation for its website. It is expressly stated here that this information will be published only when it is complete (description, rates, reservations and the Campsite's presentation). The ANWB has the Campsite's permission to list the rates online.
- 3.2. The ANWB obliges itself to put the updates of the Campsites on the website [anwb.nl](http://anwb.nl).

### Article 4 Removing information

The ANWB is free to remove the Campsite from [anwb.nl](http://anwb.nl) without giving a reason for doing so. The ANWB will inform the Campsite of this decision. The following situations, but not exclusively these situations, can give rise to the Campsite's being removed either temporarily or permanently from the website:

- if payment to the ANWB has not been made within the designated period;



- if information is not updated on time;
- if reservations are frequently refused, if there are problems in reservations being accepted, if reservations are cancelled fraudulently;
- if customers' complaints are well-founded.

## Article 5 Conditions of invoicing and payment

- 5.1. It has been agreed that the ANWB will charge the Campsite a 10% commission on the entire amount (including VAT) of the online reservations on the website anwb.nl and all of the partner sites and affiliated sites. If Campsites are located in the European Union but outside of the Netherlands, the ANWB will not charge VAT if the Campsite provides its intra-Community VAT number. The total amount includes all of the reserved options, including those aspects that are not connected with accommodations (reservation costs, bicycles, half-board, etc.).
- 5.2. Once per month at the most, the ANWB will send the Campsite an invoice based on the beginning date of a reservation at the Campsite. Payment should be made within 30 days after the date of invoice in one of the following ways: bank transfer with mention of the invoice number (and, in cases of payments made outside of the Netherlands, IBAN and BIC numbers) or direct debit. Payment by cheque will not be accepted.
- 5.3. Complaints will be dealt with only after written notification has been made within 10 days of the date of invoice. After this time, invoices will be considered to have been accepted. That part of the amount that is not under discussion must be paid within the period stated in 5.2.

## Article 6 Cancellations – no-shows – premature departures

- 6.1. In the case of a cancellation, the Campsite will inform the ANWB via the Campsite reservation system so that the surplus amount paid can be deducted from the next invoice. The discount is calculated on the total amount of the stay if the customer's down payment has been waived. If the Campsite retains the advanced payment, the commission will be calculated on the basis of the down payment.
- 6.2. In the case of a no-show or a premature departure, the commission owed to the ANWB will be recalculated on the basis of the amount that the customer has already paid.
- 6.3. If too much commission has been charged on invoices already sent, this will be corrected in the next invoice that is sent.

## Article 7 Cancelling the contract

This contract can be cancelled by means of a written letter by both the Campsite and the ANWB.

## Article 8 The trademark ANWB

The trademark and pictorial trademark 'ANWB' is the property of the ANWB and is as such registered with the Benelux Trademarks Office in The Hague. It may not be used without the permission of the ANWB.

## Article 9 Law

Disputes will be submitted to a Dutch court.

## Information about the Campsite:

Name:  
Address:  
Postal code town/city:  
Country:  
Authorized contact person:  
E-mail:

## On behalf of the ANWB:

Hans Pijnenburg  
ANWB Media

VAT number:

Campsite \_\_\_\_\_ hereby enters into a contract with the ANWB relating to a Campsite reservation system for anwb.nl and agrees to the above conditions.

Date:

Signature: