

#### Park Regulations Parc Maasresidence Thorn - Revision 2025

Version: August 27, 2025 – This document replaces previous versions. The Dutch text is authoritative.

### 0. Purpose and Design

These regulations guarantee peace, safety, and order at Parc Maasresidence Thorn (hereinafter: the Park). They form an integral part of the rental agreement/park agreement between the Park and the Booker (also: Renter) and are binding on all Guests and Visitors within the Park.

#### 1. Definitions

**Booker/Renter**: the contractual party who makes the reservation and is liable for the group.

**Guest**: any person staying in the Park under the responsibility of the Booker.

**Visitor**: any person who does not stay overnight but enters the Park at the invitation of the Booker/Guest.

**Nuisance**: any behavior or omission that reasonably causes nuisance, unrest, or unsafe conditions for other guests, local residents, or Park employees. This includes (but is not limited to): audible noise outside the accommodation, amplified music, noisy gatherings indoors or outdoors, shouting, firecrackers or fireworks, (semi-)professional sound systems, public drunkenness, aggression, vandalism, use of nitrous oxide/narcotics, and any action contrary to the Night's Rest Regulations (Article 8).

**Night's Rest Regulations**: the period from 10:00 PM to 7:00 AM, during which absolute rest is required.

**Deposit/Security Deposit**: the security required by the Park, intended for offsetting fines, costs, and/or damages as described in Article 11 and Appendix A.

## 2. Applicability and Authority Relationship

- 1. Everyone entering the Park is expected to be familiar with and comply with these regulations.
- 2. The Park reserves the right to take appropriate measures in the event of a violation, including a warning, a fine, (partial or full) retention of the Deposit, denial of access to facilities, and immediate termination of the stay without refund (see Article 12).
- 3. Instructions from Park employees, including security, must be followed immediately.
- 4. In cases not covered by these regulations, the Management will decide.

# 3. Responsibility of the Booker

- 1. The Booker is primarily responsible for compliance by all Guests and Visitors in their party.
- 2. Violations by Guests/Visitors will be attributed to the Booker.

# 4. Check-in and check-out; condition of the accommodation

1. Check-in according to travel information; check-out no later than 10:00 AM. Early check-out will result in forfeiture of all rights to the accommodation. 2. The accommodation must be left neat and tidy (dishwasher emptied, refrigerator emptied, windows/doors closed, lights off,



furniture replaced, BBQ and ashtrays emptied); no rubbish in/around the villa; no dog poop in the garden – rubbish must be placed in a closed bag, separated and placed on the street side. 3. In the event of deviations, the Park is entitled to charge additional costs (see Appendix A – Rates).

## 5. Deposit and Additional Security Deposit

- 1. The Park may require a deposit and/or an additional security deposit (e.g., for large groups). The guideline amount is up to €250 per person, depending on the accommodation, group size, and risk profile.
- 2. The Deposit serves as security for: (i) contractual penalties and management/intervention costs; (ii) damage to the accommodation/inventory; (iii) costs resulting from violations (including, but not limited to, nuisance, extra cleaning, night interventions, damage handling, and third-party complaints).
- 3. The Park is entitled to offset the aforementioned items against the deposit. If If amounts exceed the Deposit, the excess will be invoiced.
- 4. Refusal to pay a (supplemental) Deposit or failure to pay any additional invoiced amounts entitles the Park to terminate the stay immediately, without refund.

### 6. Visitors and Gatherings

- 1. Visitors must be registered at reception and are subject to these regulations.
- 2. (Sound) equipment, beer taps, party tents, etc., for parties/gatherings are not permitted without written permission from Management.

### 7. Use of Accommodation

The accommodation is made available to the tenant in good condition. If the tenant discovers visible damage or defects to the accommodation, they must report this to reception immediately, but no later than 12:00 noon on the day following arrival. If the tenant fails to report any damage or defects, the park assumes that the accommodation has been delivered in good condition. Any damage/defects that are not reported are deemed to have been caused by the tenant. Any damage discovered after the end of the stay will be recovered from the tenant.

## 8. Night's Rest and Noise Standard

- 1. Absolute quiet applies between 10:00 PM and 7:00 AM: no loud conversations, music, singing, or other noise; windows and doors must be closed in principle; no outdoor activities that can be heard beyond the property boundary.
- 2. During the day, it is prohibited to use sound recording devices/instruments in a way that causes a reasonable nuisance to others.
- 3. Evidence/Observation: Nuisance is considered present if (i) it is established by a park employee or security; and/or (ii) there are two or more complaints from (different) guests; and/or (iii) the noise level is audible outside the accommodation/garden at a distance of approximately 10 meters; and/or (iv)



Technical measurements or audiovisual recordings support this. A single written complaint, in conjunction with other circumstances, can lead to a rebuttable presumption of nuisance.

#### 9. Prohibited Behavior (non-exhaustive list)

- 1. Public drunkenness, aggression, threats, vandalism, possession/use of drugs or nitrous oxide.
- 2. Setting off/possession of fireworks; dangerous or excessive use of barbecues/open fires (see Article 14).
- 3. Drones without permission (see Article 13).
- 4. Parking contrary to instructions; speed > 15 km/h; charging outside designated charging stations.

#### 10. Pets

Only dogs are allowed in designated accommodations and within the indicated maximum limits; they must always be leashed outdoors and dog poop must be cleaned up immediately. Cats or other pets are prohibited without the express permission of the Park.

### 11. Fines and Sanctions for (Noise) Nuisance

Core principle: The Park maintains a clear and predictable action plan; the Booker was informed of this upon booking and check-in. 1. First violation (same stay):

- Written warning (by text message/email/note + log entry) and, if applicable, management fees according to Appendix A.
- 2. Second violation (same stay; regardless of whether within 24 or 48 hours):
- Contractual penalty equal to the full Deposit (the Deposit is definitively and irrevocably forfeited), regardless of any material damage.
- Any additional damage/costs above the Deposit will be invoiced later.
- 3. Serious violation (including aggression, violence, vandalism, fireworks, professional sound systems, mass night-time gathering, repeated refusal to follow instructions):
- Immediate forfeiture of the entire Deposit without prior warning + immediate termination of the stay (Article 12).
- 4. Legal basis: The forfeiture referred to in paragraphs 2–3 is a contractual penalty clause and is in addition to any right to compensation.
- 5. Mitigation: The parties waive the right to mitigation pursuant to Article 12. 6:94 BW to the extent legally possible. If a court nevertheless mitigates the penalty, the remaining penalty clause remains in full force.

#### 12. Termination of Stay and Denial of Access

- 1. The Park may terminate the stay immediately in the event of a violation; the accommodation must be vacated at the first opportunity.
- 2. Upon termination, no refund will be made of any paid rental fees or costs; the deposit remains forfeited in accordance with Article 11.



#### 13. Drones

Drones are prohibited without prior written permission from Management and compliance with applicable laws. Violations may result in (temporary) confiscation, a fine, and termination of the stay.

## 14. Open fires/BBQ

Barbecuing is only permitted on your own terrace with safe equipment and supervision; the park may issue a general ban in dry or windy conditions. Open fires outside designated fire pits are prohibited. Barbecuing on the balconies of the apartments is not permitted.

### 15. Parking, traffic, and charging

Maximum speed 15 km/h. Park only in designated areas. Parking vehicles on the grass or in the garden is prohibited. Instructions must be followed. General road and traffic regulations apply.

The villas are equipped with charging stations for electric vehicles. Use of these is included in the rental price. During your stay, you can use the charging stations at your rental property at no extra cost. The park reserves the right to discontinue the charging service (temporarily or permanently) in the event of excessive power consumption of the entire network, without refunding any rental fees. If the charging service is unavailable, you are not entitled to a refund or compensation. Guests of hotel rooms and apartments can charge their cars for a fee at the public charging stations in the park. Charging rates are listed at the charging stations.

#### 16. Swimming and Water

Swimming is permitted only in designated areas (MRT Beach); swimming is permitted at your own risk from the garden or jetty (Premium Water properties), but not in marinas or adjacent harbors. Parents/guardians must supervise. Above-ground pools or inflatable pools are prohibited. The Premium Water properties have a private jetty and are only accessible to guests and/or visitors of those properties.

## 17. Inspection and Access

The Park and its service providers may enter the property for inspection/maintenance/cleaning, provided reasonable notice is given or, in urgent cases, immediately.

#### 18. Liability and Damage

- 1. The Park is not liable for theft, loss, or damage to property of Guests or visitors, except in cases of intent/gross negligence.
- 2. Damage caused by Guests/Visitors will be recovered from the Booker and can be deducted from the deposit.

# 19. Complaints, Reports, and Evidence

- 1. Complaints and malfunctions must be reported immediately to reception or the emergency number.
- 2. Evidence: Incidents are logged by the Park (date/time/location/person involved/actual observation/warning/measure). Where permitted, audio/video recordings and witness statements may be used.



#### 20. Fishing, Flora, and Fauna

Fishing is permitted only with a permit and never in marinas or adjacent harbors. Do not feed animals. Plants, shrubs, and/or berries may be present in the park that may be poisonous. The park accepts no liability for damage or injury resulting from touching or ingesting such plants or berries.

## 21. Privacy and Data Processing

The Park processes personal data in accordance with applicable legislation for the purposes of safety, administration, incident handling, and enforcement of these regulations. For more information, see the reception/website privacy statement.

### 22. Applicable Law and Jurisdiction

These regulations and the Park Agreement are governed by Dutch law. The court in the district where the Park is located has jurisdiction in the first instance.

#### 23. CCTV

For safety reasons, CCTV is present in the park.

#### 24. Final and remaining provisions

- 1. If a provision proves to be void/voidable, the remaining provisions will remain in force; the void provision will be replaced by a valid provision that most closely reflects the intention.
- 2. The Park may update these regulations; the version provided prior to or at check-in applies to the stay.



## Appendix A – Fees and Fines (indicative)

Note: This appendix is part of the penalty clause (Article 11). Amounts are indicative; the Park reserves the right to adjust these amounts and will publish the current version at reception and online.

## 1. Management/Intervention Costs

- Night security intervention: €150 per deployment
- Additional cleaning due to Nuisance/Party: from €125
- Damage assessment/administration: €75

#### 2. Fines

- First violation of Night Rest/Nuisance (Article 7): written warning + management fee (if necessary)
- Second violation (same stay): forfeiture of the full deposit
- Serious violation (Article 11, paragraph 3): forfeiture of the full deposit + immediate termination of stay

# 3. Additional Charges

- Damage to inventory/building: actual repair/replacement costs + €75 administration
- Failure to comply with waste/leaving litter: €75
- Smoking/drugs in the accommodation: €250 + additional cleaning
- Unlawful parking/blocking emergency services: €150