

# Park Regulations

(General Terms and Conditions)

## Definitions

- **Purchase:** an agreement, other than a Reservation, between De Hoge Veluwe and a Guest, for one or more services to be performed and/or products to be provided by De Hoge Veluwe (including Catering Services, services and products relating to the Activities, the rental of Rental Items, and the sale of Proofs of Admission and shop items) at a price to be paid by the Guest, which has come about through the Webshop or at the ticket offices situated at the Park entrances.
- **Proof of Purchase:** any written or electronic proof that grants a right to the use of certain services and/or products in the Park under a Purchase (including services and products relating to the Activities and/or Rental Items).
- **Activities:** activities in the Park that are organised by De Hoge Veluwe National Park and offered to the public for a fee, such as tours, excursions, walks and cycling trips, either with or without a guide, and events such as product presentations, company gatherings, meetings, concerts and markets, as well as the provision of food products to order.
- **Visitor(s):** visitor(s) to the Park.
- **Consumer:** any natural person who acts in pursuit of objectives that fall outside of their business or professional activity.
- **De Hoge Veluwe:** De Hoge Veluwe National Park Foundation (and its affiliated foundations), Apeldoornseweg 250, 7351 TA Hoenderloo (Telephone: +31 (0)55-8330833, Chamber of Commerce number: 41151066, VAT number: NL0029.75.671.B.01).
- **Proof of Admission:** any ticket and/or other proof of payment that grants access to the Park, including e-tickets, BOCA tickets, vouchers and season tickets (Annual Pass).
- **The Park:** the grounds that belong to De Hoge Veluwe, including all buildings and structures found there, which are owned by De Hoge Veluwe.
- **Catering Service:** the provision of food and/or beverages and/or the provision of rooms and/or sites, together with all associated activities and services.
- **Catering Agreement:** an agreement between De Hoge Veluwe and a Guest for the provision of one or more Catering Services by De Hoge Veluwe at a price to be paid by the Guest.
- **Rental Items:** bicycles, GPS devices, iPads, educational materials and any other items that can be rented in the Park.
- **Guest:** a Visitor and/or natural person or legal entity or company that has contracted a Catering Agreement with De Hoge Veluwe.
- **Group:** a group of ten or more Guests to whom products are to be provided and/or services are to be performed by De Hoge Veluwe, in accordance with a Reservation (or several Reservations to be considered a consistent whole).
- **Individual:** any person, in the category Guest, that does not belong to a group as defined above.
- **No-show:** the failure to purchase or avail oneself of a service or product to be performed or provided by De Hoge Veluwe on the basis of one or more Purchases or Reservations, without the Purchase or Reservation having been legally cancelled by the Guest and in accordance with the Regulations.
- **Turnover Guarantee:** the written statement by a Guest stating that De Hoge Veluwe will achieve at least a specified amount in turnover under one or more Reservations.

- **Path:** any track constructed by or on behalf of De Hoge Veluwe that is not a Paved Road, but that is used for vehicular or pedestrian traffic and is indicated on the latest walking, cycling and driving map.
- **Bicycle Repair Centre:** the building housing a repair centre for bicycles, tandems and other cycles and situated in the centre of the Park.
- **Reservation:** an agreement between De Hoge Veluwe and a Guest for one or more services to be performed and/or products to be provided by De Hoge Veluwe (including Catering Services, services and products relating to the Activities, the rental of Rental Items, and the sale of Proofs of Admission and shop items) at a price to be paid by the Guest, which has come about through the acceptance, whether written or oral, of a quote issued by email (reserveringen@hogeveluwe.nl) by De Hoge Veluwe.
- **Proof of Reservation:** any written or electronic proof that grants a right to the use of certain services and/or products in the Park under a Reservation (including services and products relating to the Activities and/or Rental Items).
- **Reservation Value:** the total value of the services to be performed and/or the products to be provided (including VAT) under one or more Reservations, as communicated to the Guest and/or stated in the quote accepted by the Guest.
- **Paved Road:** 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 map.
- **Webshop:** the webshop of De Hoge Veluwe (at the URL <https://www.hogeveluwe.nl/nl/webshop>)
- **White Bikes:** the white bicycles made available by De Hoge Veluwe, which Visitors are permitted to use in the Park free of charge.

## Article 1 Applicability

1. The Regulations have been drawn up to maintain order and safety in the Park and to regulate the contractual or other relationship with Guests.
2. In respect of every purchase of services and/or products in the Park (including Catering Services and products relating to the Activities, Rental Items, Proofs of Admission and shop items), Purchase and/or Reservation (whether in combination or not), the Guest expressly and unreservedly accepts the applicability of these Regulations. These Regulations can be consulted on the website of the Park and are available for inspection at the entrances to the Park, where Proofs of Admission and services and products relating to the Activities and/or Rental Items can be purchased.
3. Once the Visitor enters the Park, they expressly and unreservedly accept the applicability of these Regulations and are obliged to abide by all the rules and to promptly follow any instructions given by De Hoge Veluwe staff.
4. The Regulations also apply to all natural persons and legal entities whose services De Hoge Veluwe employs in the implementation of any Purchase, Reservation or performance of services and/or provision of products in the Park concluded with the Guest.

## Article 2 General code of conduct

1. During their stay in the Park, any Guest must adhere to the provisions of this article, unless the Guest has received prior written permission from the Management Board of De Hoge Veluwe to deviate from adherence to any provision.
2. The Visitor must behave in accordance with the general binding regulations, public order and common decency, and observe the standards of propriety applicable in the Park.
3. Advertising, holding public surveys, counts, collections and offering goods or services in the Park is not permitted.
4. Explicitly disseminating one's convictions, religious or otherwise, and/or holding demonstrations is not permitted.
5. Smoking is not permitted in the buildings or on the terrace of the Park Restaurant, except in the designated areas. During times of drought, smoking is not permitted.
6. Use of drones is not permitted.
7. Making audio and/or video recordings is permitted for private purposes only. Publishing or broadcasting video and/or audio recordings showing the Park is not permitted.
8. Creating a wilful disturbance and the audible use of radios, recorders or other sound carriers is not permitted. The judgement of De Hoge Veluwe is final in such matters. The staff of De Hoge Veluwe are authorised to temporarily confiscate the sound carrier in the event of wilful disturbance.
9. Visitors are not permitted to bring their own refreshments into the restaurant areas. Visitors may only consume their own refreshments in the designated areas.
10. The names 'De Hoge Veluwe' and 'Country Residence/Museum Jachthuis Sint Hubertus' and related trademarks may not be used outside the Park.
11. You are not allowed to:
  1. alarm, disturb or feed animals, which includes leaving behind food and luring animals with food;
  2. be present in or on the water and/or to fish without a permit;
  3. camp in the Park of De Hoge Veluwe;
  4. to place market stalls, beach tents, wind shields, campervans or tents on the grounds of De Hoge Veluwe;
  5. take White Bikes and Rental Items belonging to De Hoge Veluwe outside the Park; and/or
  6. barbecue. Permission to barbecue will only be granted in the places designated for this purpose in the Park.
12. Litter must be deposited in the bins or rubbish containers provided in the Park or be taken home.
13. Visitors are required to hand in any lost property found on the premises to De Hoge Veluwe staff at the Museonder or at one of the three Park entrances. Found items are kept for a maximum of 3 months.
14. Carrying and/or bringing weapons or other dangerous objects into the Park is not permitted. The judgement of De Hoge Veluwe is final in such matters. De Hoge Veluwe reserves the right to remove anyone in possession of such items from the Park, if necessary with the assistance of the police.
15. Visitors who appear to be under the influence of drugs or alcohol, or dealing in or in possession of drugs, or who otherwise create a disturbance in the opinion of De Hoge Veluwe, may be denied access to the Park without being entitled to any compensation.
16. Rowdy and/or destructive behaviour, physical violence, verbal abuse or otherwise undesirable behaviour against other Visitors or De Hoge Veluwe staff will not be tolerated. The judgement of De Hoge Veluwe is final in such matters. Visitors guilty of such behaviour will be removed from the Park and denied access.
17. Climbing over walls or fences in the Park is not permitted.

18. Visitors must follow the regulations and instructions of the fire department. Making fires is not permitted.
19. Taking plants, fungi, branches, flowers, moss, vegetation, living or dead animals, antlers or other natural objects away from the Park is not permitted. The police will be notified immediately if this prohibition is violated.

### **Article 3 Admission**

1. Admission to the Park is at the Visitor's own risk. De Hoge Veluwe is in no way liable in the event of any damage.
2. Visitors are only permitted to enter the Park at the official Park entrances and with a valid Proof of Admission.
3. Reprinting, offering or trading Proofs of Admission, discount vouchers, etc. is prohibited. This will be reported to the police.
4. During their stay in the Park, Visitors must be able to show their Proof of Admission to one of our staff on request.
5. De Hoge Veluwe may charge an additional admission fee for parts of the Park.
6. The Proof of Admission is only valid on the date of issue or for the period indicated. If a Proof of Admission is only valid on a specified date or for a specified period, its validity cannot be extended.
7. If a Proof of Admission is not used, or not used in full, no money will be refunded.
8. Proofs of Admission remain the property of De Hoge Veluwe. They may be withdrawn if the holder behaves inappropriately or acts in contravention of these Regulations.
9. It is not permitted to be present in the Park outside opening hours. Last admission to the Park is one hour before closing time.
10. De Hoge Veluwe reserves the right to change opening days or opening times during the season.
11. De Hoge Veluwe is entitled to close an attraction or section of the Park without being obliged to compensate Guests.
12. Children under 12 may only enter the Park under the continuous supervision and guidance of an adult. Parents or group leaders are responsible for and accountable for the behaviour of the children under their supervision at all times. Teachers or group leaders are responsible for and accountable for the behaviour of the members of the group under their supervision.
13. In the interests of safety and security, De Hoge Veluwe reserves the right to deny Visitors access to the Park when there are already large numbers of Visitors present.
14. School groups and parts of school groups must always be supervised by one or more group leaders during their visit to the Park. This also applies when visiting all buildings in the Park. The regulations for school groups are applicable to their visits. These can be consulted at <https://www.hogeveluwe.nl/nl/over-het-park/reglement-park/reglement-scholen> (information in Dutch).

### **Article 4 Traffic and parking**

1. Traffic regulations from the Road Traffic Act 1994 and associated legislation apply in the Park and to the related car parks. The directions given by staff of De Hoge Veluwe must be followed to prevent disruptions to traffic. If traffic regulations or directions given by De Hoge Veluwe staff are not followed sufficiently or at all, De Hoge Veluwe is entitled to either deny the Visitor's motor

vehicle access to the car park of De Hoge Veluwe or to remove the vehicle at the Visitor's expense. The judgement of De Hoge Veluwe is final in such matters.

2. In the Park, cars and motorcycles must be parked in the designated spaces in the car park or on the verges of the roads. Where the verge is not clearly recognisable, a five-metre strip alongside the road applies as a verge. Bicycles and mopeds must be parked in the bicycle racks or designated spaces. Parking is at the Visitor's own risk. De Hoge Veluwe accepts no liability whatsoever in the event of any damage.
3. Motorised traffic is only permitted on Paved Roads.
4. The speed limit is 60 km/h. However, the recommended speed limit is 40 km/h.
5. Cycling outside of the Paved Roads and cycle lanes is prohibited.
6. For their own safety, walkers and cyclists are advised not to use the Paved Roads that are also accessible for cars.
7. Visitors using a White Bike or their own bicycle, are urgently advised not to cycle in the Park before sunrise, after sunset or when visibility is low (at any rate when visibility is less than 50 metres).
8. Walkers and cyclists must be aware of the potential dangers and risks of walking and cycling in the Park, including those associated with natural phenomena (falling or fallen branches and weather phenomena, such as hail, thunderstorms and icy conditions, among others), uneven Paved Roads and road and cattle grids.
9. Walking in the Park is only permitted on Paved Roads and on Paths, as indicated on the latest walking, cycling and driving map. The signposted sanctuaries for big game animals may not be entered.
10. Horse riders must use the Paths and the verges of the Paved Roads. The signposted sanctuaries for big game animals may not be entered.
11. Horse-drawn carriages are only permitted on Paved Roads and bridle paths. Large sections of the designated bridle paths are not suitable for carriages.

## **Article 5 Safety and liability**

1. De Hoge Veluwe is in no way liable for personal injury and/or theft, loss, misplacement of or damage to possessions belonging to Guests 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 resource, technical or otherwise – such as apps – made available by De Hoge Veluwe), except insofar as these have resulted from wilful misconduct or gross negligence on the part of De Hoge Veluwe. De Hoge Veluwe is also not liable for consequential damage, including trading loss or loss of income. In the event that De Hoge Veluwe cannot successfully invoke the aforementioned limitations of liability, De Hoge Veluwe will be held financially liable for an amount totalling no more than the amount paid out by the liability insurance plus De Hoge Veluwe's own insurance excess.
2. De Hoge Veluwe is in no way liable for personal injury or damage to Guests or possessions belonging to Guests 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 resource, technical or otherwise – such as apps – made available by De Hoge Veluwe), resulting from any act or omission by the Guest in violation of any of the regulations, relating to behaviour or otherwise, of these regulations. In cases of theft, the police will always be notified.
3. Guests are liable for any damage or loss caused 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 or loss caused by any animal and/or substance and/or item that is in the Guest's possession or under their supervision. Group leaders and other supervisors are responsible for the

groups and individuals visiting the Park under their supervision. These 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 Guest shows that the amount of compensation to be paid is manifestly unreasonable.

4. If a Visitor is faced with an unsafe situation or damage, the Visitor should notify a member of De Hoge Veluwe staff as soon as possible. If a Visitor causes damage, they must notify a member of De Hoge Veluwe staff before leaving the Park.
5. De Hoge Veluwe hereby informs Visitors that CCTV monitoring may be used to protect the safety and property of both Visitors and De Hoge Veluwe.
6. Visitors may be photographed or filmed. De Hoge Veluwe reserves the right to use this material for publication purposes, taking into account the portrait rights that apply in the Netherlands.

## **Article 6 Use of facilities**

1. Use of the attractions, facilities or playground equipment in the Park is at the Visitor's own risk.
2. The attractions and other facilities are at the Visitors' disposal unless indicated otherwise. Where indicated, additional payment may be required for their use.
3. When using the attractions and other facilities, Visitors must follow the directions or operating rules indicated on the notices or given by De Hoge Veluwe staff.
4. Restrictions for use may apply to a number of attractions, e.g. a minimum or maximum age or height. Failure by a Visitor to follow the directions/operating rules entitles De Hoge Veluwe staff to deny that Visitor the use of the attraction or facility without them being entitled to any compensation.
5. De Hoge Veluwe is not liable for any damage or loss resulting from a failure to follow the directions/operating rules.

## **Article 7 Clothing**

1. Wearing swimwear or exposing the upper body are not allowed while visiting the Park, except in swimming areas and their immediate vicinity, where suitable swimwear must be worn.

## **Article 8 Pets**

1. With the exception of dogs and horses, pets or other animals, including companion animals, are not allowed in the Park.
2. Dogs and horses are only allowed in the Park if on a physical leash or halter. The use of an electronic leash or alternative device is not permitted.
3. Dogs and horses are not allowed in the Park buildings, with the exception of dogs in the Park Restaurant/Park Shop.
4. Assistance dogs and/or guide dogs for the visually impaired are always permitted.

## **Article 9 Rental of items**

1. Rental items can be rented in the Park and certain Rental Items may also be rented by Guests online in advance for a specific date and time.
2. A Visitor may only use a Rental Item in accordance with its intended purpose and said Rental Item must be returned to De Hoge Veluwe in the condition in which it was issued to the Visitor. The Guest is liable for damage to or the loss of a Rental Item 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 Guest shows that the amount of compensation to be paid is manifestly unreasonable.

3. The rental fee for Rental Items will be determined according to the rates as clearly stated or displayed by De Hoge Veluwe at the time the Purchase or Reservation is made. In the case of a Purchase, the rental fee must be paid in advance, unless indicated otherwise.
4. A Rental Item will only be issued to the Visitor if a valid Proof of Purchase or Proof of Reservation is shown.
5. If a Rental Item is purchased through the Webshop, the Proof of Purchase will be sent to the email address provided immediately after payment.
6. De Hoge Veluwe is not liable if the email address entered by the purchaser is incorrect and/or if their email account malfunctions.
7. The rental period is the period between the times of commencement and of return of the rented Rental Items as stated in the rental contract or verbally agreed. An extension of the rental period can only be granted with De Hoge Veluwe's consent and in accordance with the applicable (extension) rental rates. Early return of a rented Rental Item terminates the rental contract but does not give the person who rented the item the right to receive a reduction in the rental fee stated in the Purchase of Reservation or the additional rental price that applies to an extension of the rental period.
8. A rented Rental Item must be returned at an agreed location no later than at the agreed (and if applicable specified) time of return. Unless stipulated otherwise, the return location is the Bicycle Repair Centre.
9. Any deposit made by the Guest with regard to costs incurred as agreed in the rental contract does not diminish the Guest's obligation to pay any remaining costs in cash, without prejudice to the right of De Hoge Veluwe to full compensation for damage.
10. De Hoge Veluwe is in no way liable for damage resulting from the use of a Rental Item.

## **Article 10 White Bikes**

1. Visitors are permitted to use the White Bikes in the Park free of charge.
2. 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 and may not be secured with a lock.
4. The White Bikes may only be used on the Paved roads in the Park, as indicated on the latest walking, cycling and driving map in accordance with the normal usage of the White Bikes, by proficient cyclists and in weather conditions conducive to cycling. Users of White Bikes are prohibited from transporting other persons, luggage or other items on the White Bikes.
5. The use of the White Bikes is entirely at the user's own risk. De Hoge Veluwe is in no way liable for damage resulting from the use of the White Bikes.
6. Users of the White Bikes must be aware of the fact that the White Bikes do not have lighting, that lighting in the Park is limited and that helmets are not provided with the White Bikes. Visitors are urgently advised not to use the White Bikes before sunrise, after sunset or when visibility is low (at any rate when visibility is less than 50 metres).
7. Any Visitor using a White Bike is obliged to return the White Bike in question to the bicycle racks in the Park. If there is any doubt as to the safety of the White Bike or any other defect or damage to the White Bike, the Visitor is obliged to report this fact to De Hoge Veluwe immediately.
8. Anyone using a White Bike is obliged to look after the White Bike in question responsibly. Any damage that is caused to a White Bike by a user of that White Bike must be reimbursed to De Hoge Veluwe by the user of that 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 compensation to be paid is manifestly unreasonable.

## **Article 11 Activities**

1. Products and/or services relating to the Activities can be booked in the Park or may also be booked by Guests online in advance for a specific date and time.
2. The price will be determined according to the rates as clearly stated or displayed by De Hoge Veluwe or available for inspection in the Park at the time the Purchase or Reservation for the products and/or services relating to the Activities is made. The price must be paid in advance, unless indicated otherwise.
3. If an Activity is purchased through the Webshop, the Proof of Purchase will be sent to the email address provided immediately after payment.
4. De Hoge Veluwe is not liable if the email address entered by the Guest is incorrect and/or their email account malfunctions.
5. If services and/or products relating to the Activity are not used, or not used in full, in principle no money will be refunded, unless De Hoge Veluwe decides otherwise.
6. The Proof of Purchase or Proof of Reservation gives the right to take part in the Activity at the place and time stated at the time of Purchase or Reservation.
7. De Hoge Veluwe is in no way liable for damage or loss as a result of taking part in any Activity.

## **Article 12 Proofs of Admission**

1. Electronic tickets (e-tickets) can be purchased through the Webshop. These e-tickets have a unique bar code. Immediately after payment, the e-tickets will be sent to the email address provided.
2. De Hoge Veluwe is not liable if the email address entered by the purchaser is incorrect and/or if their email account malfunctions.
3. The purchaser must present the e-tickets, preferably in electronic format (e.g. on a mobile phone), in good quality at the entrance to the Park, where they will be checked.
4. Each e-ticket may only be used once. The barcode on an e-ticket must not be folded or damaged in any way. If an e-ticket is illegible, the ticket holder may be refused entry to the Park.
5. 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 Admission linked to a specific date. If due to force majeure, which includes illness, a Consumer has not been able to make use of a Proof of Admission purchased online and linked to a specific visiting date, De Hoge Veluwe will in principle, as a gesture of goodwill, provide the Consumer with a voucher that will grant the Consumer admission at another time (unless De Hoge Veluwe decides otherwise). To apply for such a goodwill gesture, the Consumer can send an email to [reserveringen@hogeveluwe.nl](mailto:reserveringen@hogeveluwe.nl).
6. If the electronic payment of an e-ticket is not correctly processed or authorised for technical or other reasons, or is not processed or authorised in time, the e-ticket is invalid. De Hoge Veluwe accepts no liability in such a case.
7. E-tickets may not be used for commercial purposes without the written consent of De Hoge Veluwe. E-tickets cannot be used in combination with other promotions or discounts, unless stated otherwise. If the validity of the e-tickets has expired, it is not possible to exchange the e-tickets or receive a refund in any form.



## **Article 13 Cancellation of a Purchase by a Guest**

1. If a Purchase is cancelled or in the event of a No-show, no money will be refunded in principle, unless De Hoge Veluwe decides otherwise.

## **Article 14 Cancellation of a Reservation by a Guest**

1. Reservations can be requested by email ([reserveringen@hogeveluwe.nl](mailto:reserveringen@hogeveluwe.nl)) or by telephone (+31 (0)55-8330833) via the reservations department of De Hoge Veluwe (for the most recent contact information, see <https://www.hogeveluwe.nl/en/about-the-park/contact>). At any rate a Reservation comes about when the Guest has accepted the quote including the offer made by De Hoge Veluwe by email or otherwise in writing or electronically and/or signed it, electronically or otherwise.
2. A quote issued by De Hoge Veluwe including an offer can only be made in writing and is valid for 14 days, after which period the offer in the quote will lapse, unless De Hoge Veluwe has determined otherwise in the quote. If, within these 14 days, another potential Guest submits an offer to De Hoge Veluwe to make a Reservation in respect of the total or part of the outstanding products and/or services in the quote, De Hoge Veluwe may set a shortened period of two days after which the quote will lapse.
3. When a Reservation by a Group is cancelled, and without prejudice to paragraph 6 of this article, the following amounts are owed to De Hoge Veluwe:
  1. no fee if the cancellation occurs six months or more before the time arranged in the reservation.
  2. a fee of 10% of the Reservation Value if the cancellation occurs three months or more (but less than six months) before the time arranged in the reservation.
  3. a fee of 15% of the Reservation Value if the cancellation occurs two months or more (but less than three months) before the time arranged in the reservation.
  4. a fee of 35% of the Reservation Value if the cancellation occurs one month or more (but less than two months) before the time arranged in the reservation.
  5. a fee of 60% of the Reservation Value if the cancellation occurs 14 days or more (but less than one month) before the time arranged in the reservation.
  6. a fee of 85% of the Reservation Value if the cancellation occurs seven days or more (but less than 14 days) before the time arranged in the reservation.
  7. a fee of 100% of the Reservation Value if the cancellation occurs seven days or less before the time arranged in the reservation.
4. When a Reservation by one or more Individuals is cancelled, and without prejudice to paragraph 6 of this article, the following amounts are owed to De Hoge Veluwe:
  1. no fee if the cancellation occurs one month or more before the time arranged in the reservation.
  2. a fee of 15% of the Reservation Value if the cancellation occurs 14 days or more (but less than 1 month) before the time arranged in the reservation.
  3. a fee of 35% of the Reservation Value if the cancellation occurs seven days or more (but less than 14 days) before the time arranged in the reservation.
  4. a fee of 60% of the Reservation Value if the cancellation occurs three days or more (but less than seven days) before the time arranged in the reservation.
  5. a fee of 85% of the Reservation Value if the cancellation occurs 24 hours or more (but less than three days) before the time arranged in the reservation.
  6. a fee of 100% of the Reservation Value if the cancellation occurs 24 hours or less before the time arranged in the reservation.

5. Cancellation of a Reservation by a Guest must be made in writing.
6. In the event of the cancellation of part of a Reservation by a Group or one or more Individuals, the fees referred to under paragraph 3 or paragraph 4 of this article are payable in respect of the part of the Reservation Value relating to the cancelled part.
7. No fee is payable for a part of the Reservation Value if and insofar as the cancellation of part of a Reservation relates to a reduction of the number of Guests and the reduction of the number of Guests does not exceed 10% of the total number of Guests stated in the Reservation, unless that part of the Reservation was not cancelled fourteen or more days before the time arranged in the reservation.
8. Amounts payable by De Hoge Veluwe to third parties (suppliers) in connection with the wholly or partially cancelled Reservation must in principle be paid by the Guest in full in addition to the amounts payable under paragraph 3 or paragraph 4 of this article.
9. In the event of a No-show and/or if the service agreed in terms of the Reservation is not used or not used in full, the Guest is liable to pay De Hoge Veluwe the entire Reservation Value.

## **Article 15 Cancellation of a Purchase or Reservation by De Hoge Veluwe**

1. It may unfortunately happen that De Hoge Veluwe has to cancel Purchases and/or Reservations, even at the last minute. De Hoge Veluwe makes every effort to ensure that this happens as little as possible. This article applies to Purchases and/or Reservations that are cancelled wholly or partially by De Hoge Veluwe, which it is entitled to at any time without being liable for any compensation to the Guest, except as provided otherwise below.
2. If the Purchase or Reservation concerns Rental Items, services and/or products relating to Activities and/or Proofs of Admission, in the event of cancellation of the relevant part of the Purchase or Reservation by De Hoge Veluwe, De Hoge Veluwe is not liable to pay any compensation for the relevant part of the Purchase or Reservation, except that it will refund the price of the Rental Items, services or products relating to the Activities and/ or Proofs of Admission already paid, unless the Guest agrees to an alternative solution proposed by De Hoge Veluwe.
3. If the Purchase or Reservation concerns Catering Services, in the event of cancellation of the relevant part of the Purchase or Reservation by De Hoge Veluwe, De Hoge Veluwe is not liable to pay any compensation for the relevant part of the Reservation, except that it will refund the advance payment and/or the deposit in terms of Article 19 (if applicable) already paid, unless the Guest agrees to an alternative solution proposed by De Hoge Veluwe.
4. Furthermore, De Hoge Veluwe is entitled to cancel the Catering Agreement at any time, without being liable to pay the Guest any compensation for this, if prior to or at the time of the Reservation De Hoge Veluwe has not been informed or has been incorrectly informed of the nature of the event, and it would not have entered into the Catering Agreement if it had been correctly informed of the nature of the event. If this right is exercised after the start of the event in question, the Guest is obliged to pay for the food and beverages consumed up to that point. The Guest remains under obligation to pay the full cost of the room and/or site as part of the Reservation.

## **Article 16 Enforcement**

1. In the event that any person acts in contravention of these regulations, De Hoge Veluwe staff are authorised to take the following action:
  - a. impose an immediately payable fine of up to €100 for each violation;
  - b. refuse entry to the Park; or

- c. remove the individual from the Park without compensation being payable, this without prejudice to De Hoge Veluwe's other rights in pursuance of the law.
2. De Hoge Veluwe staff are further authorised to do the following:
  - a. give instructions to Guests;
  - b. take back Proofs of Admission; and
  - c. confiscate prohibited goods belonging to Visitors for the duration of their visit to the Park.
3. These regulations do not affect the powers of special enforcement officers.

#### **Article 17 Formation/contents of Catering Agreements**

1. All offers made by De Hoge Veluwe in respect of Reservations between De Hoge Veluwe and the Guest are non-binding and subject to the proviso "subject to availability of stock (or capacity)".

#### **Article 18 Obligations of De Hoge Veluwe in respect of a Reservation**

1. In respect of a Reservation for Catering Services at the Park Restaurant or De Theekoepel, De Hoge Veluwe is obliged to make the agreed facilities available at the time arranged and, in the manner that is usual at the Park Restaurant or De Theekoepel, to provide the agreed amount of food and drink of the usual quality.
2. In respect of a Reservation for Catering Services involving the hire of rooms and/or sites, De Hoge Veluwe will in principle make the room/site in question available as agreed. However, De Hoge Veluwe has the right to make a different room/site available, unless the alternative provided is clearly perceived as unreasonable and unacceptable, in which case the Guest has the right to cancel the Reservation in respect of hiring a room or site. A difference in the rental price in favour of the Guest will be refunded to the Guest by De Hoge Veluwe if a different room/site is made available. De Hoge Veluwe is not liable for any damage or loss as a result of making a different room/site available.
3. De Hoge Veluwe has the right not to provide the Catering Service or to suspend the service, or to cancel the Catering Agreement, if the Guest does not behave according to the standards of behaviour, including the standards of decency, that apply in the Park or in any other way behaves contrary to the regulations.
4. De Hoge Veluwe has the right to cancel the Reservation, without any obligation to pay damages, due to a well-founded fear of a public order disturbance, following consultation with the competent authority on site.

#### **Article 19 Advance payment and deposit in respect of a Reservation**

1. De Hoge Veluwe has the right to ask the Guest for an advance payment on a Reservation. For a Consumer, the maximum value of the advance payment is half of the Reservation Value. If the advance payment is not made within the specified time, De Hoge Veluwe has the right to cancel the Reservation without having to give the Guest a further deadline for the advance payment and without any damages being owed to the Guest.
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 surplus amount will be repaid to the Guest.

## **Article 20 Turnover Guarantee in respect of a Reservation**

1. If the Guest has given a Turnover Guarantee as part of a Reservation, the Guest will be obliged to pay De Hoge Veluwe at least the amount specified in the guarantee.

## **Article 21 Payment in respect of a Reservation**

1. The Guest is obliged to pay the price specified in the Reservation. Changes to the VAT rate will always be charged on to the Guest. Unless a different agreement is made in writing, the Guest must pay immediately upon receipt of the invoice.
2. If an invoice is drawn up and sent for a bill under €250, De Hoge Veluwe has the right to charge a €20 administration fee. De Hoge Veluwe is free to decide whether to issue an invoice and to refuse a request from a Guest to this effect at any time.
3. Invoices should be paid within 14 days. If payment is not made in good time, the Guest will be in default without a notice of default being required, and from the payment date the Guest will be liable to pay 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 payable.
4. All judicial and extrajudicial debt recovery costs incurred by De Hoge Veluwe in connection with a late payment by a non-Consumer are payable by the Guest, with a minimum charge of €150 (excluding VAT).

## **Article 22 Force majeure**

1. If De Hoge Veluwe is, temporarily or otherwise, wholly or partly unable to meet its obligations due to force majeure, there is no right to a refund and/or compensation.
2. In addition to its meaning in law, force majeure in these regulations is defined as:  
all external causes, foreseen and unforeseen, upon which De Hoge Veluwe can have no influence and as a result of which De Hoge Veluwe is unable to meet its obligations, whether temporarily or not, either fully or in part. These causes include but are not restricted to fire, natural phenomena, power failures, breakdowns, accidents, illness, pandemics, strikes, riots, war, government measures and transport disruptions.

## **Article 23 Privacy**

1. De Hoge Veluwe respects the privacy of its Visitors. In its privacy statement, De Hoge Veluwe has explained how the personal data of the Visitors is obtained, what it is used for, what the retention period of this personal data is, what rights the Visitor has and where the Visitor can turn to exercise these rights or ask a question on the subject of privacy. This privacy statement can be consulted and downloaded at: <https://www.hogeveluwe.nl/en/privacy-statement>.

## **Article 24 Annual Pass**

1. The Annual Pass is a season ticket and gives the Visitor access to the Park during the opening hours.
2. The Annual Pass must be shown to the gatekeeper at the entrance to the Park as proof of a valid season ticket.
3. The Annual Pass is strictly personal, and must include a clearly recognisable photo of the passholder. The Annual Pass is non-transferable.

4. The Annual Pass is valid from the moment of purchase until 31 December of the relevant calendar year. After the first calendar year, the Annual Pass will be extended automatically for an indefinite period, during which the applicable term of notice will be equal to the remainder of the relevant calendar month.
5. You will receive the Annual Pass by post no later than ten days after its purchase at the address indicated at the time of purchase.
6. In the first two weeks after the purchase of the Annual Pass, access to the Park will also be granted on presentation of an attachment to the confirmation email in combination with a valid proof of identity in which the name matches that of the holder of the Annual Pass.
7. When you purchase your Annual Pass(es), you agree to the direct debit of the subscription charges for the entirety of the relevant calendar year. If the Annual Pass is cancelled after the first calendar year, you are entitled to a refund of the subscription fees pro rata to the remaining months of the relevant calendar year.
8. The Annual Pass can be terminated by sending us your notice of termination by email at [jaarkaat@hogeveluwe.nl](mailto:jaarkaat@hogeveluwe.nl), mentioning the date of termination (bearing in mind the term of notice). The Annual Pass must be returned to De Hoge Veluwe by post or at the entrance to the Park.
9. When using the Annual Pass, the holder of the Annual Pass must provide proof of identity on request. For identification purposes in connection with the inspection of an Annual Pass, any headgear, sunglasses or other item of clothing covering the face must be removed temporarily. Guests' personal integrity and beliefs will be respected at all times.
10. In the event of violations of the Park Regulations or improper use of the Annual Pass, De Hoge Veluwe has the right to take back the Annual Pass with immediate effect and without giving a refund and to deny the holder of the Annual Pass access to the Park.

## **Article 25 Miscellaneous**

1. In respect of any and all cases and/or situations not covered by these regulations, the Management Board of De Hoge Veluwe is authorised to make a final decision. De Hoge Veluwe reserves the right to stipulate, either verbally or in writing, supplementary rules that the Guests are bound to follow. The invalidity of any clause in these regulations does not affect the validity of any of the other clauses.
2. Any claim by a Guest against De Hoge Veluwe will lapse after a period of one year from the time at which it arose.
3. All agreements with De Hoge Veluwe are governed by the laws of the Netherlands. In case of disputes between De Hoge Veluwe and a Visitor/Guest who is not a Consumer, the District Court of Gelderland has exclusive jurisdiction to hear those proceedings.

*The Management Board and staff of De Hoge Veluwe wish you a pleasant visit to our Park. August*

*2023 version.*