# RECRON business conditions

(for outdoor sports, recreation, rentals, events & active trips)

Version July 22, 2024

## IMPORTANT

**These Conditions consist of a general part which is applicable to all Services of the Business and of modules which are applicable additionally to specific Services of the Business.**

**The module 'Activities, Rentals, and Other services'** is applicable to all Services which do not comprise a multi-day package.

**The module Multi-day packages** is applicable to each combination of at least two different types of Travel services for the same trip which comprise at least 24 hours or an overnight stay, to the extent it is a package trip in the sense of article 7:500 sub b BW (Civil Code) and it is not purchased on grounds of a framework agreement.

Apparent mistakes/translation interpretations cannot be grounds for a different application than set out in the Dutch version.

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# GENERAL PART

## Article 1 - DEFINITIONS

1.1 In these Conditions and the Agreement is intended by:
**Services:** the established services including Activities, Rentals, and Other services, regardless of whether they comprise a Multi-day Package jointly.
**Activity:** every organised pass-time, including (outdoor) sports, workshops, clinics, training, games, etc.
**Rentals:** renting of material (including means of transport) or immovable property (including meeting rooms).
**Other services:** all services of the Business or Helpers, not consisting of Activities or Rentals.
**Multi-day package:** every combination of at least two different types of Travel Services for the same trip which comprises at least 24 hours or a stay overnight, to the extent this concerns a package trip in the sense of article 7:500 sub b BW (Civil Code) and it is not purchased on grounds of a commercial framework agreement.
**Travel Service:** a travel service in the sense of article 7:500 under a BW. (Without being able to derive any rights therefrom, this regards in brief: accommodation overnight, passenger transport, car/motorcycle rental and other tourist services.)
**Client:** every (legal) person who concludes, for himself or for the benefit of third parties, an Agreement with the Business.
**Guest:** every person who participates in or makes use of a Service and each person being present on the Premises.
**Consumer:** Natural person not acting from the exercise of his profession or business.
**Business:** the business offering the Services or the business with which the Client concludes the Agreement.
**Representative**: the person effectively providing the Service on behalf of the Business or who acts as assistant to a Service or Activity, including coordinators, instructors, trainers, and game leaders.
**Helpers**: every non-subordinate who carries out activities by order of the Business, including external service providers who provide Services to the Client or Guest by order of the Business.
**Agreement:** the agreement (including the present general conditions) between the Business and Client, on grounds of which the Business provides its Services to Client and Guest.
**Conditions:** these general conditions.
**House rules:** The whole of rules to arrange for order and safety on the Premises and during the Services.
**Premises**: the plot of land administered or used by the Business, including buildings and facilities.
**Written:** on paper or through electronic channels (including e-mail).
**Business days**: Monday through Friday, with the exception of holidays recognised in the Netherlands, within working hours (9 AM – 5 PM Netherlands time).

## Article 2 - APPLICABILITY CONDITIONS

2.1 These Conditions are applicable to all offers, quotations, and Agreements of the Business and the related legal relationships, to the extent the Client is not a Consumer. These Conditions consist of a general part which is applicable to all Services of the Business and of modules which apply additionally to specific Services of the Business, in accordance with what is stipulated in the introduction and modules.

2.2 All members associated with the outdoor sports association 'Vereniging van Buitensport Ondernemingen Nederland' (VeBON) are obligated to declare these Conditions applicable as from 1 January 2019 to all agreements regarding Services, to the extent the Client is not a Consumer.

2.3 The provisions in these Conditions can only be deviated from to the advantage of the Client, unless it is indicated in a specific provision in these Conditions that the Business may deviate from that provision. Deviation must take place in writing. If the Business offers Services which fall within the scope of other sectorial conditions (such as the RECRON-conditions, the Business can decide that to these Services not the present VeBON-conditions, but exclusively the other sectorial conditions are applicable.

2.4 In case of conflict between the provisions in the Agreement and these Conditions, the provisions in the Agreement take precedence. In case of conflict between provisions from the specific modules and the general part, the provisions from the specific module take precedence.

2.5 Client accepts the applicability of these Conditions by entering into an Agreement with the Business, by making effective use of a Service of the Business, by entering the Premises or by making a (down) payment of the owed price. The Guest accepts the applicability of these Conditions by signing a registration form, by entering the Premises, or by making effective use of a Service.
2.6 The Business makes sure that the Client can take cognisance of these Conditions by making these Conditions easily accessible at the location where the Service is provided, or by sending them or by making sure that they can be taken cognisance of in another manner prescribed by the law. The Business makes sure that a digital copy can be saved and printed out, or that a copy can be taken along on location. The Business will send a copy upon request.
2.7 Client commits himself to timely communicate these Conditions to the Guest. In case Client applies a system of registration, such takes place before or upon registration. If no registration takes place, it must take place before the start of the Service. Client is liable towards the Business for the consequences of not or not timely announcing the Conditions to the Guest.
2.8 The Business is only willing to provide its Services under application of these Conditions and conditions further to be applied by the Business. General (purchasing) conditions and other conditions of the Client are explicitly and expressly rejected.

## Article 3 - OFFER AND ADOPTION OF THE AGREEMENT

3.1 The Services offered only comprise what is expressly described in the quotations and publications of the Business. The content of the offer is exclusively determined based on information provided by or on behalf of the Business. Information in publications of Helpers are not a part of the offer, regardless of whether a link to it is included in the offer of the Business.
3.2 Every offer is made subject to the availability of the offered Services. If a Service is not available, the Business indicates such no later than 7 days after acceptance of the offer.
3.3 All quotations and offers by the Business can be revoked and are non-committal and can in all events be revoked by the Business forthwith, also after acceptance by the Business, in any case until 5.00 PM of the following Business Day, without specifying reasons. If the booking is confirmed before by the Business, the offer becomes irrevocable through the confirmation. The simple receipt of a delivery confirmation (whether or not automatic) for the booking does not render the offer irrevocable.
3.4 If an option is granted to the Client or a term for the validity of the offer in indicated in it, the proposed capacity of the Service is not offered publicly or established with someone. The Business reserves itself the right, however, to shorten or withdraw the option period or the term in the offer in connection with a new request for which the reserved capacity is required.
3.5 Apparent errors do not bind the Business. If there are reasons to doubt the correctness of the price or information, the Client must make an inquiry.
3.6 The Agreement is concluded through the acceptance by the Client of the offer of the Business. This acceptance ("the booking") can take place both verbally and in Written form. This can be deviated from in the Agreement. No revocation period applies for the Client, unless a legally mandatory revocation period is applicable.
3.7 The Business sends a booking confirmation within 7 days after receipt of the booking.
3.8 The (legal) person who enters into an Agreement on behalf of or for the benefit of one or more Guests, is severally and jointly liable for all obligations which flow therefrom. The Guests are liable each for their own part. The confirmation, the invoice, the travel documents, and all other communications are only sent to the Client. The Client must inform the Guest completely regarding the purchased Services, information provided, and the applicable Conditions, House Rules, and privacy policy. The Client is responsible for the obtaining of consent for the processing by the Business of the special personal information required for the diligent implementation of the Agreement (such as food allergies and other necessary medical information) from the Guests. The Client safeguards the Business against all claims and damages which flow from non-compliance with these obligations.
3.9 If the Client reserves or books for underaged Guests, the Client is responsible to fully inform the legal representative(s) of the underaged Guest regarding the purchased Services and the applicable Conditions, House Rules, and privacy policy. The Client is responsible for the obtaining of permission for participation from the legal representative(s). The Client is responsible for the obtaining of consent for the processing by the Business of the special personal data required for the diligent implementation of the Agreement (such as food allergies and other necessary medical information) from the legal representative(s). The Client safeguards the Business against all claims and damages which result due to non-compliance with these obligations.

## Article 4 - PRICE

4.1 The price in quotations and publications of the Business applies per person and is exclusive of VAT, unless expressly indicated otherwise.
4.2 If the price is age-dependent, the age on the day of the Service is decisive.
4.3 The Business can demand a security deposit from both the Client and the Guest. The Business will communicate this prior to or upon conclusion of the Agreement. The Business can set off what the Client or Guest owes to the Business against the deposit. If the deposit consists of a monetary sum, the security deposit or the remainder thereof will be refunded to the bank account of the Client or Guest within no more than one week after the Services have been provided, unless the amount of the damage is not yet known within that term. The Business can also render a security deposit in cash directly afterwards.

## Article 5 - PAYMENT TERM AND FAILING OF PAYMENT

5.1 Unless a longer term is indicated in the Agreement or on the invoice, payments must be settled forthwith, but in any case no later than within 14 days after invoice date. Payments must be settled in any event before the start of the Service.
5.2 If the Client does not pay within the established term, the Client falls into default without requiring any further default notice and the statutory interest rate is owed over the outstanding amount as from such time.
5.3 The Client is bound to pay the extrajudicial collection costs if he has been summoned to pay, whereby a payment term of at least seven days was established and full payment has failed to occur within that term. The extrajudicial collection costs amount to 10% of the owed sum. For this summation, a Written message suffices (including e-mail) in which it is indicated that the payment is due and that in case of failure to pay within seven days, collection costs will be owed over the payable amount.
5.4 If the Client is in default, the Business can suspend his obligations until the full payment has been received. If payment still fails to occur after summation or if it is not settled before the start of the Service, the Business has the right to exclude the Client and Guest from participation. The obligation to pay remains effective. If payment fails to occur after summation or if payment is not made before the start of the Service, the Business can also cancel the Agreement and bill the cancellation costs owed for this to the Client. The cancellation costs are determined in accordance with article 18 or, if applicable, article 24. What is stipulated in this section leaves unaffected other rights of the Business.

## Article 6 - OBLIGATIONS CLIENT AND GUESTS

6.1 The Services may require considerable physical exertion and concentration. The Guests must therefore be in adequate physical conditions and not suffer from any physical or mental (health) disabilities which constitute a risk to the safety of the Guest or others. In case of doubt, the Guest must discuss with his physician beforehand whether he or she can participate safely. The Business can publish a list with contraindications. If a Guest has an indication which has been published as a contraindication, participation by the Guest must be discussed with a physician.
6.2 If the Guest must have a minimum or maximum height, a maximum or maximum weight, or a particular skill for the use of facilities or materials, the Business can prohibit the use thereof or refuse and/or terminate Participation in the Service or renting if the Guest in the reasonable opinion of the Business is not or not sufficiently compliant therewith. The Business indicates these conditions in the offer of their Services already.
6.3 Before or upon conclusion of the Agreement, the Client provides all information which is relevant for the implementation of the Agreement regarding himself and the Guests registered by him or her. This regards particularly the information which possibly has an impact on the safety of the Guest or others. The Guest is obligated before the start of the first Service and if such is requested by a Representative of the Business at the start of a Service, to report all relevant personal circumstances regarding him to the extent they may be of impact on the proper course of the Service. This obligation applies in particular to medical and conditional particulars which may have an influence on the safety of the Guest and that of others.
6.4 If in the reasonable opinion of the Business participation is not sensible, the Business can exclude the Guest from participation in the Service. If information is not, is incorrectly, or incompletely provided, the Business can exclude the Guest from participation in the Service.
6.5 If such is required, the Guests must register before the start of the first Service with the Business and in such case as may occur with the Helper.

6.6 The Guest must behave as a reasonably behaving Guest. The Guest and any other person who enters the Premises must strictly observe the Conditions, House Rules, further warnings, indications and (safety) instructions of the Business. The Business can unilaterally and intermediately apply reasonable changes to the House Rules.

6.7 In case of non-compliance with the Conditions, House Rules, further warnings, indications, (safety) instructions and in the event a Guest causes disturbance, places himself or others in harm's way, or handles nature and the environment in an irresponsible manner, the Business has the right to exclude the Guest from further participation and to deny the use of material and/or access to the Premises, the means of transportation or the accommodation. If a warning is justified considering circumstances, first a verbal or written warning will be given before proceeding to exclude participation or to deny use or access. The Client or Guest is not entitled to the refund of money. Further costs arising as a result are at the expense and risk of the Guest/Client.

6.8 The Client and the Guest are severally and jointly liable for damage cause by conduct of the Guest, non-compliance with obligations from this article or damage which must otherwise be attributed to the Guest. The Client and Guest safeguard the Business against claims of involved Representatives, Helpers, or third parties for damage which is caused by the Guest or which must be attributed to the Guest.

6.9 If the Service is provided outside the Netherlands or the Service in the Netherlands comprises a period of more than one day, Client and Guest must take out an adequate travel insurance before the start of the Service which covers the purchased Services. To the extent the Client or Guest purchases a (travel) insurance or cancellation insurance through the Business, the Business in such cases exclusively acts as an intermediary and expressly does not guarantee that the damage will be compensated pursuant to this insurance.

6.10 If the Service is not assisted by a Representative of the Business, the Client must make sure that minors are assisted at all times by an adult.

6.11 It is not permitted to bring along pets to the Premises, unless the Business has granted permission in advance explicitly. The Business can subject the bringing along of pets to conditions.

6.12 Objects found by a Guest must be handed in directly to Representatives of the Business. Recovered objects which were lost by a Guest must be picked up by the Guest within 7 days. Upon request and at the expense and risk of the Client or Guest, objects can be forwarded to the Guest, after payment for the shipping costs has been received. The Business is not obliged to send lost objects.

## Article 7 - RENTALS

7.1 The Business makes available the rented object to the Client and/or Guest at the established time and place after receipt of full payment.

7.2 The Client and Guest are responsible for the rented object. Client and Guest may only use the rented object in a manner it is intended for based on its nature and the Agreement. Client and Guest may not apply modifications or give the rented object in use to third parties or grant access to third parties without the consent of the Business.

7.3 Client and Guest must report any possible defects upon receipt of the rented object to the Representative. In a report fails to be made, the rented object is considered as having been in order at the start.

7.4 If the rented object manifests defects as a result of which the Service cannot, cannot safely, or cannot properly be continued, the Business must be immediately contacted through the obtained contact number. The Business will exert itself to repair the defect as soon as possible or to replace the rented object. If repair or replacement is not possible, the Business will repay the price in proportion to the enjoyment of the rented object which was not had. The Guest and/or Client communicates new damages or defects as soon as possible, though in any case no later than upon handing back in the rented object to the Business.

7.5 For repairs by external parties, the prior consent of the Business is required.

7.6 Client and Guest will hand over the rented object at the end of the Agreement at the place and time established beforehand to a Representative, in the same condition the Client or the Guest received it in, and as clean as possible. If the rented object is handed in insufficiently clean, the Business can bill reasonable cleaning charges. If the rented object is left behind without handing it over to a Representative, the Client and Guest remain responsible for loss, damaging, or theft of the rented object.

7.7 Damage caused must be reported immediately to the Business. Client and Guest are severally and jointly liable for the damage to the rented object or damage caused by or with the rented object. In case of loss, theft, or serious damaging, owed are, amongst other things, the price of substitute material, processing costs, and the lost rental proceeds. In case of minor damage, repair costs are owed, amongst other things. The Business can apply a list with reasonable standard compensation. The Business has the right to bill charges for cleaning, search parties, transport, and the recovery of the rented object, for repairs, for replacement, for the filing of missing reports and the likes to Client and/or Guest.

7.8 If the Client or Guest has not handed in the rented object before or immediately after the end of the established rental period, it applies that the Business has the right to bill the regular fee for the additional commenced rental period, plus a surcharge of 50% of the total price. If due to the overrunning of the rental period, the Business must also offer an alternative programme and/or compensation to other customers or it misses out on rental proceeds, such damage is billed in addition.

7.9 Unless the content of the provision is impractical for this, the provisions regarding Rentals are also applicable to the use of material, the Premises (including the facilities on the Premises), means of transport, accommodation, and all property of the Business, Helpers, or third parties in the context of an Activity or Other service.

## Article 8 - CAFÉ, RESTAURANT, AND CATERING

8.1 If the Client and/or Guests who have reserved a table or a menu do not show up or present themselves in a smaller number without cancelling, 100% of the established price for the arranged menu is billed. To the extent no menu has been agreed upon, an amount of EUR 25 per person not showing up is billed. A delay of 30 minutes compared to the established time of arrival is considered as not showing up (in full numbers), unless this is not reasonable considering the circumstances of the case. This section can be deviated from in the Agreement.

8.2 If food and drinks are not charged on the basis of post-calculation, the Client and the ordering Guest owe the bill at the moment it is presented to them. The bill must be paid directly in cash or by PIN, unless it is indicated otherwise by the Business. If the Client or Guest does not proceed with immediate payment, the Business obtains a retention right on the goods of the Client and the Guest which are present. Outstanding amounts can be set off by the Business against a deposit which is withheld for other Services of the Business.

8.3 It is permitted to the Business to demand direct or intermediate payment of food and drinks already ordered, unless it is established that this is done based on post-calculation.

8.4 The Client guarantees orders of Guests.

8.5 It is prohibited to bring along or consume own food and drinks on the premises, unless other arrangements have been made concerning. This also includes refreshments in goodie-bags, (promotional) drinks, and birthday cakes.

8.6 The Business can bill an amount for food or drinks brought along or consumed by the Client or Guests. If an amount has not been agreed upon beforehand, a reasonable sum is charged.

8.7 Dietary wishes and requirements must be timely communicated by the Client. The Business can subject this to a term. Serious food allergies must be made known on location by the Guest to the catering staff once again.

8.8 In case of the purchasing of drinks or food based on post-calculation, the records of the Business and/or their Helper are binding for parties, barring proof to the contrary.

## Article 9 - SERVICES CONDUCTED BY THE CLIENT OR THIRD PARTIES DEPLOYED BY THE CLIENT

9.1 Without the prior consent of the Business, it is not permitted to the Client or Guest to provide for services, on own account or outsourced to a third party, in any form (including activities) on the Premises.

9.2 The Business can impose additional conditions for the delivery of services by the Client or by Service Providers deployed by Client.

9.3 If the Business admits services of the Client or of Service Providers deployed by the Client on the Premises, the Business is not responsible for the preparation or implementation of these activities or services. If the Business makes available a part of the Premises, the Client and the Service Provider deployed by Client are expressly responsible themselves for the control on whether the Premises are suitable for the activity or service and whether it is free from perils. The Client and any possible deployed third parties must carry out the activities and services in accordance with the applicable safety standards, environmental standards, and regulations.

9.4 The Client must take care of all necessary permits and exemptions, unless it has been established differently. If the Business will arrange for the permits and/or exemptions, they only have a best-effort obligation. The Business may demand a fee for making arrangements.

9.5 The Client must make sure that the Service Providers deployed by the Client have an adequate (professional liability) insurance.

9.6 The Client safeguards the Business in case of claims of Guests, Helpers, Representatives, subordinates or third parties for damage which is caused by the Client or the Service Provider deployed by the Client. The Client is bound to compensate damage to property of the Business and

consequential damage of the Business caused by the Client or the Service Provider deployed by the Client.

## Article 10 - SERVICES OF THE BUSINESS AT AN EXTERNAL LOCATION OF THE CLIENT'S CHOICE

10.1 Client is responsible for the organisation at an external location chosen by the Client, unless other arrangements have been made.
10.2 The Client must make sure that permission is obtained to use the location and the facilities indicated by the Business.
10.3 Upon request of the Business, the Client must procure electricity, water and/or illumination at the exact location where the Service will be conducted. The Business will indicate this timely to the Client.
10.4 The Client must make sure that the location can be easily reached for assembly and dismantling.
10.5 The Client must procure the required permits and exemptions.
10.6 The Business is responsible for the safety of the Service to be provided. The Client must make sure that the Business can inspect the location well in advance. The Client must make sure that the assigned location – whether or not on grounds of indications of the Business – is suitable for the purchased Service. The Business will not carry out the Service if the Service cannot be carried out safely on the location.
10.7 The costs involved in the carrying out of Services at an external location are borne by the Client. These costs are not included in the price of the Service, unless established otherwise. This regards, amongst other things, costs for using the location, utilities and facilities, the required permits and exemptions, and costs for additional security measures.

## Article 11 - MODIFICATIONS BY THE CLIENT

11.1 Client can request the Business in Written form to modify the Agreement. Also covered by modification is the modification of programme, transport times, data of Guests and/or dietary wishes. The Business is at liberty to reject the modification, unless such is unreasonable in a specific case. A reduction of the number of Guests is considered a (partial) cancellation. A modification of dates is considered a cancellation.
11.2 Upon modification, Client owes the costs resulting from the modification and in addition the following modification costs:
a. in case of a modification request up to 21 days before the start: nil;
b. in case of a modification request within 21 days before the start or later: €30 per modification.
The date of receipt of the modification by the Business counts as the modification date.
11.3 The Business can deviate from this article in the Agreement.

## Article 12 - FORCE MAJEURE

12.1 The Business is not bound to carry out the Agreement to the extent compliance is impossible or requires disproportionate exertions or costs as a result of unforeseen and inevitable circumstances ("force majeure"), such as (civil) war, terrorism, political unrest, natural disasters, strikes, traffic congestion, blocked streets, blocked tunnels or mountain passes, closed (skiing) areas/lifts, restraining order, navigation ban, and (extreme) weather conditions. In case of force majeure, the Business can cancel the Agreement entirely or partially and each party bears its own damage. To the extent the Services purchased by the Business cannot be cancelled free of charges, the Client continues to owe these costs. In cases provided for by the arrangement of this article, the right to rescission is excluded for both parties.

## Article 13 - WEATHER CONDITIONS AND LOCAL CIRCUMSTANCES

13.1 All Services are offered subject to the reservation that adaptation based on weather conditions and local circumstances is required. The risk of weather conditions and local circumstances (such as the water level) and the consequences for the Services lies with the Client. Without prejudice to section 2 of this article, a Service, whether or not in an adapted form, also goes through in case of bad weather.
13.2 If the weather or the local circumstances or the consequences thereof entail that the Service cannot or cannot safely be carried out, the Business is discharged from the obligation to carry out that Service. If a Service does not go ahead, then the Business can offer, to the extent reasonably possible, an alternative Service or an alternative date, but the Business is not obliged to do so.
13.3 If the Service has already commenced, the Business takes care of the return of the Guests to a safe and suitable location (usually the booked group accommodation or the own Premises of the Business).
13.4 By non-safe circumstances is intended, amongst other things, though not exclusively: extreme temperatures, too much wind, icy roads, (risk of) thunderstorm, too low or too high water level, strong current, seriously impaired vision. The evaluation of whether a Service cannot or cannot safely be carried out lies entirely with the Business.
13.5 The Client continues to owe the price. A refund only takes place to the extent the Business saves costs due to the non-implementation of the Service(s). In cases which the arrangement of this article provides for, the right to rescission is excluded for both parties.

## Article 14 - DEDUCTIBLE GUEST AND LIABILITY OF THE BUSINESS

14.1 An inevitable risk of damage and accidents is associated with the Services offered, and especially with outdoor sports activities. Despite the diligent actions of the Business, it may nevertheless happen that damage or injury occurs. In addition, the insurance options of the Business for damage are limited. A deductible for the Guest is, therefore, inextricably linked to participation.
14.2 The Business is not liable for damage or an event which cannot be attributed to them, including:
a. circumstances which can be attributed to Guest or Client, such as:
- not having the necessary travel documents,
- an inadequate health or physical condition,
- inadequate personal gear,
- incorrect actions or inaction on the part of the Guest,
- exhaustion,
- overestimation of own abilities,
- careless or reckless behaviour,
- ignoring instructions,
- not following instructions of one or more security regulations,
- participate under the influence of alcohol, drugs, medication, or other narcotics,
- (let) be categorized consciously or unconsciously in the wrong category.
b. actions and influences of third parties which are not involved directly in the implementation of the Agreement;
c. force majeure.
14.3 Any liability of the Business for damage is limited to one time the price of the Service, unless the damage flows from the decease or personal injury of the Guest or the damage which is the result of wilful intent or deliberate recklessness of the Business.
14.4 The liability is limited in any event to the amount which is covered by the adequate liability insurance taken out by the Business, unless the damage is the consequence of the wilful intent or deliberate recklessness of the Business or the exclusion is in conflict with mandatory law. Under no event is the deductible of the Business excluded.
14.5 If the damage is incurred as a consequence of a Service which falls within the scope of an international treaty, then the liability is limited, in derogation to section 3, to what is permitted according to this treaty. This also regards damage which follows the decease or personal injury of the Guest.
14.6 The Business is obliged to take out insurance against liability in conformity with the VeBON standard applicable for this, barring the extent to which a specific service is not insurable or only by incurring unreasonable costs.
14.7 The Business is not liable for damage of the Client/Guest which is covered by insurances of the Client/Guest, such as health-, travel-, or cancellation insurances. The exclusion does not apply if the damage is the result of the wilful intent or deliberate recklessness of the Business.
14.8 The Business is not liable for the loss, damaging, or theft of cars, coats, and goods of Client or Guests caused by third parties, unless in the event of wilful intent or deliberate recklessness of the Business. If an amount is billed for the giving in custody of coats or goods, the Business in case of loss, damaging, or theft is liable at most for the value of the visible goods, but not for the contents, unless the Business is aware of the content and has expressly established that the Business also covers the contents. The exclusion does not apply in the event of wilful intent or deliberate recklessness of the Business.

## Article 15 - COMPLAINTS

15.1 If the Client or Guest notes a shortcoming in the implementation of the Agreement, he must report this as soon as possible, though in any event during the Service, so that an appropriate solution can be found. The report must take place to the local Representative (coordinator) of the Business and if the Service is not carried out by the Business, also by the Service Provider.
15.2 If the complaint is not resolved satisfactorily on location, it can be submitted no later than within one month after the end of the Service in writing and including motivation to the Business. If the Service has not gone ahead, then the complaint must be submitted within one month after the original contractual commencement date to the Business. The Business is bound to respond within one month after receipt of the complaint in a motivated manner.

15.3 Not or not timely reporting the complaint may affect the amount of a possible price reduction or compensation, unless the interests of the Business are not impaired by not complaining timely. Complaints which are not received timely after returning are not taken under advisement, unless such is not reasonable under the circumstances of the case.

### Article 16 - OTHER PROVISIONS

16.1 The Business makes sure at all times that the Service is compliant with all environmental and safety requirements which are established for the Service by the authorities.
16.2 Representatives, subordinates, Helpers, and other third parties involved in the implementation of the Agreement, as well as their staff, can appeal towards the Client and Guest to the provisions from the Agreement and these Conditions (including the liability exclusions).
16.3 Limitation periods, including terms regarding the limitation period of liability, amount to one (1) year, unless this limitation is not permitted. For Multi-day packages, a separate arrangement applies.
16.4 Rights of claim lapse after one (1) year, unless this limitation is not permitted or is not justified in a certain case. For Multi-day packages, a separate arrangement applies.
16.5 If legislation of a mandatory character is an obstacle to the validity of a provision in these Conditions or if a provision is annulled, parties are supposed to have established a valid provision which as to content and tenor approaches the original intention as closely as possible.
16.6 Netherlands legislation is exclusively applicable, unless this is in conflict with mandatory law.
16.7 The Netherlands court is exclusively competent, unless this is in conflict with mandatory law.

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# MODULE ACTIVITIES, RENTALS, AND OTHER SERVICES

### SCOPE MODULE

The module Activities, Rentals, and Other Services is applicable to all Services which do not comprise a Multi-day package.

### Article 17 - PAYMENT

17.1 After conclusion of the Agreement, a down payment of 50% must be settled.
17.2 Payment of the balance must have been made six weeks before the start of the Service.
17.3 If the Service is booked within six weeks before the start, the entire payment must be settled immediately.
17.4 If necessary, a credit note/invoice is sent afterwards for the Services and modifications which have not been invoiced yet.
17.5 In the Agreement, this article can be deviated from.

### Article 18 - CANCELLATION OF THE SERVICE BY THE CLIENT

18.1 Client can cancel the established Services before the start in writing, whereby the following cancellation costs are owed to the Business:
a. in case of cancellation more than 365 days before the start: 10% of the price;
b. in case of cancellation as from 365 days until 181 days before the start: 30% of the price;
c. in case of cancelation as from 180 days until 61 days before the start: 70% of the price;
d. in case of cancellation as from 60 days until 31 days before the start: 80% of the price;
e. in case of cancellation as from 30 days before until 15 days before the start: 95% of the price.
f. in case of cancellation as from 14 days or less before the start: 100% of the price.
The Agreement may deviate from this provision, but only in favor of the Client.
18.2 Upon cancellation, Client also continues to owe any possible additional costs, such as policy costs and fees for the insurance.
18.3 The date of receipt of the cancellation by the Business counts as the cancellation date. Cancellations outside office hours (Business days 9 AM – 5 PM) are considered as having been made on the next Business Day.
18.4 Reduction of the number of persons or the quantity of the rented matter is considered a partial cancellation. In derogation to section 1, the Business can – at their option – demand payment of the entire price minus the costs not incurred by way of cancellation costs. This section can be deviated from in the Agreement.

### Article 19 - SUBSTITUTION

19.1 If a Guest is prevented from participating in a Service, the Guest can have himself substituted, through the Client and with the consent of the Business, by another Guest under the following cumulative conditions:
a. the substitute must meet all conditions associated with the Agreement;
b. the request for substitution takes place no later than 7 days before the start of the Service; and
c. The conditions of the service providers involved in the implementation of the agreement do not oppose the substitution.
19.2 Client, Guest, and the person substituting him are severally and jointly liable towards the Business for the payment of the part still due of the price, modification costs, and the possible additional costs as a result of the substitution.

### Article 20 - PRICE CHANGES

20.1 The Business has the right to change the price before the start of the Service in connection with price changes of due taxes or duties of (local) authorities.
20.2 The Business has the right to increase the price before the start of the Service in connection with price increases of the Services of Helpers, increased fuel costs, exchange rates, or otherwise costs which were not known at the time of the offer.

### Article 21 - MODIFICATIONS AND CANCELLATION BY THE BUSINESS

21.1 The Business can modify the Agreement on grounds of weighty reasons. The Business communicates these modifications to the Client forthwith, including substantiation. In case of modifications which are not based on force majeure (article 12) or weather conditions and local circumstances (article 13), the following applies: The Business can propose an alternative. The Client can only reject a modification or proposed alternative if the modification or the alternative are such that the Client cannot reasonably be bound by it. If the Client rejects the modification and such alternative as may have been proposed, the Agreement ends and the Client is (only) entitled to a refund of the price and if the Service has already been partially implemented a proportional part thereof.
21.2 The Business can cancel the Agreement entirely or partially on grounds of weighty reasons. The Business forthwith communicates the cancellation and the grounds for it to the Client. In case of a cancellation by the Business which is not based on force majeure (article 12) or weather conditions and local circumstances (article 13), the following applies: The Client is (only) entitled to a refund of the price already settled and if the Service has already been partially implemented, to a proportional part thereof. If the reason for the cancellation can be attributed to Client and/or Guest, the damage resulting from it is borne by Client and the price continues to be owed.
21.3 The Business can cancel the Agreement because the minimum numbers for the Service indicated in the offer have not been achieved. In such case, the Client is solely entitled to a refund of the price already paid.

# MODULE MULTI-DAY PACKAGES

## (whereby overnight stay or transport are included)

### SCOPE MODULE

This module is applicable to all Multi-day packages offered by the Business or established with the Business. A Multi-day package is any combination of at least two different types of Travel Services for the same trip comprising at least 24 hours or an overnight stay, to the extent it constitutes a package trip in the sense of article 7:500 sub b BW (Civil Code) and it is not purchased on grounds of a framework agreement. Wherever reference is made in this module to Client, the 'traveller' in the sense of article 7:500 under f BW has corresponding rights and obligations, to the extent the Business is qualified as 'organiser' vis-à-vis this traveller.

### BEFORE THE START OF THE MULTI-DAY PACKAGE:

### Article 22 - INFORMATION

22.1 If the Client communicates wishes before or upon entering into the Agreement, rights can only be derived from it to the extent these wishes have been accepted by way of a written pledge of the Business that thewish will be accommodated. The simple statement of a wish or preference on travel documents and the booking confirmation is not sufficient to that effect.
22.2 The indicated trip duration is specified in whole days, whereby the day of

departure and of arrival are counted as entire days.

22.3 During the entire period of implementation, the Guest must have at his disposal the travel documents required for the package, such as an ID-card, passport, visa, proof of vaccinations, etc. Considering the great importance thereof, the Client and Guest must control the general information supplied by the Business concerning with the relevant agencies and institutions, for applicability, completeness, and up-to-dateness. The Client must verify before the booking of the Multi-day package whether there is sufficient time to obtain the required travel documents in connection with the possibly lengthy lead time for the application of travel documents and especially for such visa as may be required. If the Guest cannot partake in the Multi-day package in its entirety or partially due to the lack of valid, complete, and correct travel documents, the resulting costs are fully borne by the Guest.

## Article 23 - PAYMENT

23.1 After conclusion of the Agreement, a down payment of 50% must be settled.

23.2 The balance of the price must be settled no later than six (6) weeks before the start of the Multi-day package.

23.3 If the Service is booked within six weeks before the start, the entire payment must be made directly.

23.4 If necessary, a credit note/invoice is sent afterwards for the Services and modifications not yet invoiced.

23.5 This article can be deviated from in the Agreement.

## Article 24 - CANCELLATION BY THE CLIENT

24.1 Client can cancel the established Services before the start in Writing, whereby the following cancellation costs are owed to the Business:
a. in case of cancellation more than 365 days before the start: 10% of the price;
b. in case of cancellation as from 365 days until 181 days before the start: 30% of the price;
c. in case of cancellation as from 180 days until 61 days before the start: 7 0 % of the price;
d. in case of cancellation as from 60 days until 31 days before the start: 80% of the price.
e. in case of cancellation as from 30 days until 15 days before the start: 95% of the price.
f. in case of cancellation as from 14 days or less before the start: 100% of the price;
The Agreement may deviate from this provision, but only in favor of the Client.

24.2 In case of cancellation, Client also continues to owe any possible additional costs, such as policy costs and fees for the insurance.

24.3 The date of receipt of the letter or e-mail by the Business counts as the cancellation date. Cancellations outside office hours (Business Days 9 AM – 5 PM) are considered as being made on the next Business Day.

24.4 The reduction of the number of persons or the quantity of the rented matter is considered a partial cancellation. In derogation to section 1, the Business can – at their discretion – demand payment of the entire price minus the costs not incurred by way of cancellation costs. To the extent there are proceeds from the alternative use of the liberated capacity, it is taken into account for the amount of the cancellation costs. This section can be deviated from in the Agreement.

## Article 25 - SUBSTITUTION

25.1 The Client can transfer the Multi-day package to another person under the following conditions.
a. the substitute must meet all conditions associated with the Agreement;
b. the transfer takes place no later than 7 days before the start, or at least with due regard for a reasonable term within which the necessary actions can be conducted to substitute the person.
c. the conditions of the service providers involved in the implementation of the agreement do not oppose the substitution.

25.2 The Client and the person taking over the Multi-day package are severally and jointly liable for the payment of the amount still due and for any possible additional fees, surcharges, and other costs which flow from the substitution, including cancellation costs.

## Article 26 - PRICE CHANGES

26.1 The Business has the right to increase the price until 20 days before the start of the Multi-day package in connection with changes to the costs of fuel or other sources of power and in connection with taxes or fees of third parties which are not directly involved in the implementation of the Multi-day package.

26.2 The Business can reserve itself the right in the Agreement to increase the price until 20 days before the day of commencement of the Multi-day package as a result of changes to exchange rates.

26.3 If the increase amounts to more than 8% of the price, the Client has the right to terminate the Agreement. The Business sets a reasonable term within which the Client must have notified in Writing whether he terminates the Agreement. If the Agreement is not terminated within the set term, the price increase counts as accepted and the right of termination lapses.

26.4 If the right to price increases or price changes has been stipulated, the Client has the right in such case as may occur to request a price reduction. From the amount which may fall to the Client based on such possible price reduction, an amount of 30 euros is withheld by way of administration costs.

## Article 27 - MODIFICATION BY THE BUSINESS

**(before the start)**

27.1 The Business has the right before the start of the Mukti-day package to unilaterally change the Agreement to the extent it regards non-significant modifications. The Client is accordingly informed in Written form and in a clear manner.

27.2 If necessary, the Business can significantly change the main characteristics of the established Travel Services prior to the start of the Multi-day package. This also includes the offering of an alternative Multi-day package which, if reasonably possible, is at least of equal quality. In such case, the Client can accept the modification or terminate the Agreement without paying cancellation costs.

27.3 In case of significant modifications, the Business sets a reasonable term for the Client within which the Client must have notified the Business in Writing whether he terminates the Agreement. If the Agreement is not terminated within the set term, the modification counts as accepted and the right of termination lapses.

27.4 In case of significant changes, the Business forthwith informs the Client of:
- the modifications,
- the reasonable term within which the Client must inform the Business in Writing of his decision whether the Client terminates the Agreement,
- the consequence that, if the Client does not timely answer, the modification counts as accepted and the right of termination lapses.

## Article 28 - CANCELLATION BY THE BUSINESS

28.1 The Business can cancel the Agreement before the start of the Multi-day package and refund to the Client all amounts settled for the Multi-day package without owing any compensation for damages:
a) in case the number of applications is smaller than the minimum number indicated in the Agreement and the Client is informed of the cancellation within the term established in the agreement, though no later than:
- 20 days before the start of the Multi-day package in case of a Multi-day package of 6 days or longer.
- 7 days before the start of the Multi-day package in case of a Multi-day package of 2 to 6 days.
- 48 hours before the start of the Multi-day package in case of a Multi-day package of less than 2 days.
b) in case of force majeure, by which is intended inevitable and exceptional circumstances.

28.2 Not compensated are costs which are incurred by the Client for services which fall outside the Agreement, such as vaccinations, visa, purchase of material, insurances and, if not included in the Multi-day package, the journey by plane, tickets, accommodation, etc.

28.3 In case the Guest does not meet the participation requirements established beforehand or if incorrect or incomplete information is provided by or on behalf of the Client/Guest regarding experience, skills, physical or mental condition or other relevant subjects, the Business has the right to terminate the Agreement. This leaves unaffected what is stipulated in the general part of these Conditions and other rights of the Business.

# IMPLEMENTATION OF THE MULTI-DAY PACKAGE:

## Article 29 - RESPONSIBILITY

29.1 The Business is responsible for the implementation of the Travel Services which the Agreement is in regard to, regardless of whether these Travel Services are carried out by the Business itself or by another service provider.

29.2 The Client must verify the exact time of departure no later than 24 hours before the planned start of the return trip.

## Article 30 - CONFORMITY & NON-CONFORMITY

30.1 The Business must carry out the Agreement in accordance with the expectations which the Client may reasonably have had based on the publications, the Agreement, and the circumstances at the destinations.

30.2 The Client/Guest informs the Travel Service Provider and the Business in accordance with article 15 [complaints] forthwith regarding a non-conformity which the Client/Guest has noted during the implementation of a Service included in the Agreement.

30.3 The non-conformity does not have to be resolved if such is impossible or if it entails disproportionately high costs, taking into account the degree of non-conformity and the value of the relevant Services.

## Article 31 - LIABILITY, EXCLUSION OF LIABILITY, FORCE MAJEURE, AND COMPENSATION

31.1 Under no circumstance is the Client/Guest entitled to compensation for damage which the Client/Guest incurs as a result of non-conformity, to the extent the non-conformity can be blamed on:
a. the Client/Guest;
b. third parties that are not directly involved in the implementation of the Agreement and the non-conformity could not be foreseen or prevented;
c. inevitable and exceptional circumstances.

31.2 Any liability of the Business for damage is limited to three times the travel sum, unless the damage consists of personal injury of the Client/Guest or the damage is caused by the intentional or negligent actions of the Business.

31.3 If the Business can be held accountable for any damage, also including damage flowing from the decease or personal injury of the Client/Guest, such liability will be limited or excluded in any case up to the limits which are permitted according to the international treaties applicable in the matter which regard the individual Travel Services.

31.4 The limitation period for the submittal of a claim for compensation is two years after the end of the Multi-day package.

31.5 Rights of claim other than the right to claim compensation lapse after one (1) year after the end of the Multi-day package, unless this limitation is not permitted or is not justified in a specific case.

31.6 The compensation or indemnification which is owed due to the same event on account of international treaties or EU-directives, such as the directive regarding rights of air travellers in case of the refusal to board, cancellation, or lengthy delays, is deducted from the compensation owed by the Business or price reduction on account of this Agreement. For the above, it does not matter whether the compensation or indemnification on account of international treaties or EU-directives is owed by the Business or a Service Provider deployed by them.

## Article 32 - HELP AND ASSISTANCE

32.1 The Business grants the Guest help and assistance forthwith in case the Guest is in trouble, especially by providing good information about medical services, local authorities, and consular assistance, and by helping the Guest with the use of communication at a distance and to find an alternative realization of the Multi-day package.

32.2 The Business applies reasonable charges for the help and assistance if the trouble has arisen due to the wilful intent or negligence of the Client/Guest.