

General Terms and Conditions Events Company B.V.

Article 1 About

Events company B.V. is located at Alexander Battalaan 27, 6211CA Maastricht.

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Article 2 Definitions

A number of terms are used several times in these general terms and conditions. The definitions are given below.

The **client** is any natural person acting in a professional capacity or as a company or legal person who concludes or wishes to conclude an agreement with Events Company on his own behalf (or also in his capacity as a participant), or on behalf of third parties, or uses or wishes to use arrangements, activities, services or material of Events Company.

Events Company is the organizer, the contractor, who offers activities and/or services to individuals or groups of persons. Events Company is the user of these terms and conditions.

Parties, both the Client and Events Company.

A **representative** is the person who acts on behalf of Events Company as, among other things, a supervisor of an activity (travel) leader, instructor.

The **participant** is the natural person who actually participates in, or makes use of an event.

The **supplier**, not being the Client, is the one who provides goods, services or other services of monetary value to Events Company.

An **event** is a service or activity organized by Events Company, company or professionally, or a combination thereof, as well as offering facilities, all this in the broadest sense of the word. (a.o. the rental of equipment, arranging transport, (accommodation) accommodation, giving instruction(s) and the supervision of (parts of) a program/activity, the organization of congresses and meetings. Events Company organizes events of a day part, one-day events (without overnight stay) and multi-day events (if applicable with overnight stay).

Whenever Events Company talks about an **agreement**, it concerns the agreement whereby Events Company undertakes towards a Client to organise and/or deliver an event. The agreement needs to be considered as a travel agreement if Events Company undertakes to provide a pre-arranged trip, which includes an overnight stay or a period of more than 24 hours, as well as at least two of the following services:

- transportation;
- accommodation and;
- another (tourist) service, not related to transport or accommodation, which constitutes a significant part of an event.

A **day** is to be considered a calendar day

For Events Company, **written** means on paper and/or by e-mail.

Article 3 Applicability

These general terms and conditions apply to any offer, orders and agreements between Events Company and the Client, unless the parties expressly agree in writing to deviate from these general terms and conditions. Deviating conditions only apply to the agreement for which the deviation has been agreed. The Client can never invoke these deviating conditions in other (future) agreements with Events Company.

The Client agrees to these general terms and conditions by making a (down) payment and/or entering into an agreement with Events Company and/or actually participating in an event.

The applicability of the (general) terms and conditions of the Client is expressly excluded by Events Company.

Events Company may unilaterally amend or supplement these general terms and conditions. Changes and/or additions, minor in nature and/or of minor importance, may always be implemented by Events Company. Changes and/or additions, large in nature and/or demonstrably to the disadvantage of the Client, will be discussed with the Client in advance.

If one or more provisions of these general terms and conditions are, at any time, partially or completely void or annulled, the remaining provisions shall remain fully applicable. Parties will consult with each other to agree on new provisions to replace the void or annulled provisions. The purpose and scope of the original provisions will be respected as much as possible.

Article 4 Quotation, agreement and confirmation

A quotation can be requested by telephone and/or in writing from Events Company. Based on the client's wishes, information and/or objectives, a maximum of three (programme) proposals will be made. A proposal always includes an accurate description of the event, including a price indication, time schedules and programme descriptions. These proposals are sent to Client as a written quotation.

All quotations of Events Company are without obligation and are provided to the Client free of charge, unless stated otherwise.

The Client can no longer derive any rights from an offer if a service and/or product or a (sub)part thereof, to which the offer relates, is no longer available.

In case of a composite quotation, Events Company is not obliged to carry out only part of the offer if the Client accepts only part of the quotation. In a composite quotation, a combination of several services or offers is offered.

If (additional) conditions are attached to the quotation, Events Company will explicitly state this in the quotation.

In case of an obvious error or a mistake in an quotation, Events Company is not bound to this offer.

Quotations do not automatically apply to future agreements between the Client and Events Company.

An agreement is concluded after Events Company accepts the Client's offer to enter into the agreement. For this, the Client receives a written confirmation from Events Company. An agreement is valid from the moment the Client has received the written confirmation from Events Company.

The Client/participant entering into the agreement, on behalf of a group, is jointly and severally liable for all obligations arising from the agreement.

The person acting on behalf of the Client is presumed to be authorised and authorised to sign. If at any time this turns out to be different, the person who acts as authorised signatory is jointly and severally liable for all obligations arising from this agreement.

Article 5 Execution and amendment of the agreement

Events Company carries out all agreements with the greatest care and expertise. Events Company has an obligation to make an effort. Events Company cannot guarantee the Client that a certain result will be achieved.

Events Company is allowed to make use of (the services of) third parties in the execution of the agreement. Any costs will be charged to the Client. If Events Company wishes to make use of (the services of) third parties, the Client will be informed of this in advance.

Events Company is only bound by the agreement and/or amendments and/or additions thereto if Events Company has accepted them in writing.

Unless the parties have explicitly stated otherwise in writing, the event will also take place in bad weather. Events Company will do everything possible to limit any inconvenience to participants. An outdoor event can be cancelled, free of charge if, in the opinion of Events Company, it is irresponsible and/or impossible to carry out, in connection with, among other things, safety.

The implementation of what has been agreed upon is partly dependent on local (weather) conditions/ circumstances. If there is no guidance by Events Company during an event, the Client itself is responsible for a program change, when the situation requires this as such. If guidance is provided by Events Company, the program will be changed in mutual consultation with the Client.

Events Company has the right to amend the agreement and/or the offered event as well, if there are important circumstances, to be communicated to the Client without delay. If possible, Events Company will offer an alternative, whereby the specific character of the event remains intact as much as possible and the alternative fits within the budget of the Client. The Client may only reject the amendment if the alternative has a substantially different character than the original event or if the alternative otherwise causes disadvantage of more than a minor significance. The Client must report this to Events Company as soon as possible. In that case, the Client shall be entitled to a full refund of any monies already paid or that part of the amount relating to the parts of the event not received.

The Client may submit a request to Events Company to amend the agreement up to 90 days before the start of the event. Events Company will inform the Client as soon as possible, in writing and substantiated, whether or not the request for amendment is granted. In connection with organizational costs, the Client owes Events Company an amount of €250.00 for a request to amend the agreement. If the amount of the amended agreement is more than 10% lower than the previous agreement, the difference is subject to the cancellation arrangement as stated in article 8.

Changing the previously agreed event date is only possible, if the date is unanimously approved by all suppliers of Events Company, which are part of the agreed event. If suppliers attach costs to this change/displacement, these will be charged in full to the Client.

If it is not possible to move the event date, the Client shall owe the costs in accordance with the scale of article 8 (cancellation) of these general terms and conditions.

A participant who is unable to attend, may, after obtaining permission from the Client, be replaced:

- the substitute must meet all the conditions attached to the agreement;
- the request for substitution must be submitted in writing to Events Company no later than 7 days before the start of the event;
- if the conditions of the service providers involved in the implementation of the arrangement do not oppose the substitution;
- events Company reserves the right to charge the Client for any (additional) costs incurred for the substitution.

No later than one week before the event, a change in group size must be reported in writing by the Principal to Events Company. The date on which Events Company has received the notice of change shall be decisive.

Article 6 Information and travel documents

Before the start of a(n) (multi-day) event, Events Company will provide the Client/Participant with a telephone number in case of emergencies.

Unless agreed otherwise, and if applicable, Events Company shall provide the Client/Participant with all necessary information, no later than 2 days before the start of an event.

At events that take place abroad, each participant must be in possession of all documents, required in the country of destination or transit countries, including a valid passport, any visas, vaccinations, etc. Timely verification of the completeness and accuracy of the above is the responsibility of each participant or of the Client. Events Company is, under no circumstances liable if the Client/participant is unable to participate in an event due to the lack of one or more necessary documents. All consequences are at the risk and expense of the Client/participant.

Article 7 Price (change) and (advance) payment

Unless explicitly stated otherwise, all prices are :

- excluding VAT;
- excluding any other government levies;
- exclusive of any (extra) costs we incur in carrying out the assignment.

Events Company also has the right to make a price change to the Client:

- if, up to 5 days before the start of the event, there has been an increase in the transport costs, including fuel costs, levies owed or the applicable exchange rates;
- if there is an (interim) change in the group size. The permitted change in the number of participants, without consequences for an event, is 10 % compared to what has been agreed;
- if the Client has provided incorrect or incomplete information to Events Company, of which the Client could reasonably have known or should have known that it is necessary for the execution of the event and for the correct execution of the event, additional costs must be incurred by Event Company as a result.

Events Company will notify the Client of any such price changes as soon as possible, substantiated.

Invoices will be sent to the Principal by e-mail.

Payments must be made within 14 days of the invoice date, unless expressly agreed otherwise in writing.

Events Company has the right, at the start of the event, to require a deposit from the Client. This deposit will be returned at the end of the agreement, with deduction of all that the Client owes Events Company under the agreement.

Events Company has the right to request the Client for a down payment of the invoice amount. The down payment is at least 75 % of the total invoice amount and has to be paid within 14 days after the invoice date. Failure to pay the down payment in time may result in cancellation of the event by Events Company.

If the agreement is concluded within 72 hours before the start of an event, the Client must pay the full invoice amount by urgent transfer, or pay cash to Events Company on the spot, at the latest before the start of the event.

The Client who fails to ensure timely payment is in default by operation of law, without a notice of default being required. In such cases, Events Company is entitled to dissolve the agreement or demand full compliance. From the day of default, the Client owes Events Company statutory interest on the (outstanding) invoice amount, as well as any additional costs incurred. Events Company is also entitled to claim additional (damage) compensation for all costs already incurred in connection with the agreement.

In addition, the Client is obliged to reimburse Events Company for all reasonable costs (both judicial and extrajudicial) incurred in collecting the claim.

The extrajudicial collection fees are limited to a maximum:

- 15% over outstanding amounts up to €2500.00;
- 10% over the subsequent €2500.00 (up to €5000) and;
- 5% over the next €5000 (up to €10.000);
- 1% over the next €190,000 (up to €200.000);
- 0.5% above €200,000 with a maximum of €6775.00;
- Each time with a minimum of €40.00.

Article 8 Cancellation and dissolution

It is the Client's own responsibility provide an adequate (group) cancellation-, accident- and/or travel insurance before the start of the event.

The Client can only cancel the event by means of a registered letter to Events Company. The date of the postmark will be classified as the date of cancellation.

In the event of cancellation by the Client, the following shall be due as cancellation fee from the Client to Events Company:

- up to 90 days before the start of the event: at least 70% of the total event price;
- from 90 to 56 days before the start of the event: at least 75% of the total event price;
- from 56 days to 30 days before the start of the event: at least 85 % of the total event price;
- from 30 to 7 days before the start of the event: 95 % of the total event price;
- within 7 days (7th day inclusive) before the start of the event: 100 % of the total event price.

In case of cancellation, the total event price will be increased by an additional amount:

- possible cancellation costs;
- possible reservation costs;
- possible quotation costs;
- any additional costs, if the actual costs on the part of Events Company as a result of the cancellation exceed the aforementioned cancellation costs.

In addition to the general terms and conditions of Events Company, the general terms and conditions for the Hotel and Catering Industry also apply to reservations and/or cancellations relating to hotel and/or catering services.

The costs for the participant who, without cancelling, is not present at the start of the event (hotel reservation) shall not be deducted from the invoice and must be paid in full by the Client to Events Company.

Cancellation by the Client is not possible if cancellation of an agreement between Events Company and a supplier is not possible, and/or if costs are involved. If a supplier charges such costs, they will be charged in full to the Client.

Events Company has the right to cancel the event up to 14 days before the start of the event if the number of registrations is less than the minimum number of participants discussed in advance.

Events Company has the right to cancel the agreement at any time prior to the event, without any compensation being due to the Client, with the exception of possible refund of the prepaid amounts. Events Company is obliged to immediately inform the Client of the cancellation.

If Events Company decides to interrupt an event which is already in progress, it is obliged to make every effort to ensure the safe return of the participant(s).

Serious shortcomings in the implementation of the agreement by the Client or participant(s), including the improper use of materials made available, the creation of dangerous situations and the like, entitle Events Company to immediately suspend its obligations, in particular taking back the materials made available and/or discontinuing the event. Events Company may dissolve the agreement in such a situation by means of a verbal statement to the Client or participant, followed by a written statement. Events Company is entitled to full compensation of all costs, plus the costs of any damages incurred by the Client and/or participant.

Events Company may suspend (the execution of) the agreement or dissolve it with immediate effect if:

- The Client fails to fulfil all obligations arising from the agreement or to do so in full or on time;
- After the conclusion of the agreement, Events Company has become aware of circumstances as a result of which it has good reason to fear that the Client will not fulfil its obligations;
- due to a delay on the part of the Client, Events Company can no longer be expected to perform the agreement under the originally agreed conditions;
- if circumstances arise of such a nature that fulfilment of the agreement is impossible;
- the Client fails to provide Events Company in a timely manner with all the necessary information (which may or may not be) necessary for the proper performance of the agreement.

If the suspension or dissolution is attributable to the Client, Events Company is entitled to recover any damages it may suffer as a result from the Client.

If the suspension or dissolution is not attributable to the Client, and if no work has yet been performed by Events Company, but a (down) payment has been transferred by the Client to Events Company's bank account, the (down) payment will be returned to the Client's account within ten days. If any (preparatory) work has already been performed by Events Company, the latter reserves the right to charge for this work on the basis of the number of hours worked and at the applicable hourly rate. If the Client has already transferred a (down) payment to the account of Events Company, this will be settled with the invoice amount or deducted. If a balance remains in favour of the Client, this amount shall be transferred back to the Client's account within ten days.

In the event of liquidation, a (request for) suspension of payment or bankruptcy, or confiscation on the part of the Client, or if the Client is no longer able to freely dispose of its equity capital, the Events Company is free to terminate the agreement immediately and with immediate effect. In that case, the Events Company shall not owe any compensation. Any claims that Events Company may have against the Client shall become immediately due and payable in the situations referred to above.

Article 9 Liability

Events Company is only liable if and if stated in this article.

Participation in an event takes place at the risk of and under the own responsibility of the Client and/or participant. Except in cases of intent or gross negligence on the part of Events Company, Events Company is not liable for any form of damage suffered by the Client/participant as a result of accidents that occur before, during or after an event, unless and insofar as, exclusion of liability may not be permitted by law.

Events Company can only be liable for damage resulting from a material defect in the facilities it offers, if this material defect can be attributed to Events Company, unless this defect is not due to its fault, nor by virtue of the law, a legal act or generally accepted opinion, for the account of Events Company.

Events Company is in any case not liable for damages:

- caused by errors or shortcomings in the information, data or material prescribed or provided to Events Company by the Client/participant;
- caused by misunderstandings, errors or shortcomings with regard to the execution of the agreement if they are caused by the actions of the Client/participant;
- caused by errors or shortcomings on the part of third parties engaged by or on behalf of the Client/participant;
- caused by a shortcoming or wrongful act/failure on the part of executive service providers or suppliers or their staff. (Not an exhaustive list)

Events Company is only liable for direct damage attributable to them. Liability for indirect damages, including consequential damages, lost profits, lost savings and other forms of indirect damages, is completely excluded. Any liability expires after one year from the moment the agreement is completed.

The Client/Participant is liable towards Events Company, for damage or any other disadvantage caused or omitted by himself, or by third parties "admitted" by him.

The Client/participant indemnifies Events Company against all claims of third parties, including the (reasonable) costs of legal assistance, arising in any way from the agreement between the parties, except in the case of intent or gross negligence on the part of Events Company.

Client/participant is obliged to take out appropriate accident-travel-and/or cancellation insurance. In any event, Events Company shall never accept liability for damage for which a claim for compensation exists, or is deemed to exist, by virtue of an accident trip and/or accident insurance.

The supplier(s) of Events Company is/are deemed to take out appropriate liability and/or accident insurance. In any event, Events Company does not accept any liability for damage for which a claim for compensation exists or is deemed to exist by virtue of such liability and/or accident insurance and/or any other insurance to cover damage in the broadest sense of the word.

The exclusions and/or limitations of liability included in this article also apply to employees and/or representatives of Events Company, the booking office and service providers involved, as well as their staff, unless and insofar as, exclusion of liability should not be permitted by law.

If, during the execution of an event, an event occurs that leads to liability of Events Company, the liability will be limited to the amount(s) to which the insurance(s) taken out by Events Company gives claim.

If Events Company is culpable deficient in his compliance with his obligations of an agreement relating to an event covered by the Travel Agreement Act, Events Company shall be liable for compensation for damage that is a direct result of the lack of performance, up to a maximum of twice the travel sum, unless otherwise required by law. The liability of Events Company for any loss of travel enjoyment is limited to a maximum of once the amount of the travel sum.

Article 10 Force majeure

Shortcomings in the performance of the agreement cannot be attributed to Events Company if they are not due to its fault pursuant to the law, the agreement or according to generally accepted standards.

In the event of force majeure on the part of Events Company, Events Company has the option of temporarily suspending the performance of the agreement. Events Company will inform the Client of this in writing. If performance is impossible or permanently impossible for more than two months due to force majeure, the agreement may be dissolved in whole or in part by either party. Events Company reserves the right to charge the Client for services already provided. Events Company has no obligation in a situation of force majeure to compensate any damage to the Client. Events Company advises the Client to insure itself against such risks.

Article 11 Obligations of the parties

Before or at the latest at the conclusion of the agreement, the Client is obliged to pass on all relevant information about himself and/or the participants to Events Company, which may be necessary for the correct and safe execution of the agreement. This may include:

- relevant personal circumstances;
- relevant medical and conditional details;
- driver's license for car/scooter trips and the like;
- Passport/ID;
- other travel and/or accommodation documents;

- whether or not in possession of a recognised swimming diploma for activities in or on the water, other than touring boats.

Each participant is and remains responsible for the assessment whether he/she is in sufficient condition to participate in (certain parts of) the event.

During the entire event, the participant is obliged to comply with instructions and directions of Events Company or service representative, in order to promote the proper execution of the agreement.

A participant who exhibits such physical and/or psychological defects and/or causes nuisance or inconvenience to other participants or third parties, as a result of which the execution of the event is greatly hindered, which endangers the safety of himself and/or others, or who treats nature and the environment in an incorrect or irresponsible manner, can be excluded from (further) participation in the event by Events Company or its representative. All resulting (additional) costs are at the expense of the participant and/or the Principal.

If a participant deviates from the recommended route and/or the recommended time or itinerary and deviating from the recommended time or itinerary results in extra costs, the costs will be at the expense of the participant or the Client.

All participants are obliged to show a valid proof of identification at the first request of Events Company.

The material made available during an event must be used by the participant in the way it is intended by virtue of its nature and the agreement. The participant must report any defects immediately. The participant may not make any changes to the material, nor may he give it to third parties for use. Any damage to or loss of material must be reported to Events Company as soon as possible, but no later than at the end of the event. Prior permission from Events Company is required for any repair order.

At the end of the event, the participant will hand over the material made available to (a representative of) Events Company in the same condition in which the participant received it at the start of the event and as clean as possible. Events Company is entitled to charge additional costs for cleaning, transport, storage, searches, reports of loss, etc. to the Client.

Article 12 Complaints

Events Company has a complaints procedure if the Client is of the opinion that there is a shortcoming in the execution of the agreement.

During an event Principal must immediately report a complaint to the service provider concerned, so that he can, as far as possible, find a suitable solution. If this is not possible or not entirely possible and the shortcoming impairs the quality of the event, the Client must immediately report this to Events Company.

If the complaint is not handled satisfactorily on the spot, the Client may submit a written and motivated submission to Events Company no later than 14 days after the end of the Event.

Within 14 days after Events Company has received the complaint, the Client will receive a substantive response from Events Company.

The Client gives Events Company four weeks to resolve a complaint in mutual consultation. After this period, a dispute arises.

Any claim, for whatever reason, as well as any right to dissolve the agreement, shall lapse, in the event of late notification of a complaint, but in any case 1 year after the event or, if the event did not take place, 1 year after the original commencement date.

Article 13 Privacy policy

Events Company respects the privacy of all users of its site and of all participants in an event and ensures that the personal information received by Events Company is treated confidentially. Events Company uses the received data only to provide the services, goods and / or information requested. Otherwise, this information will only be used with the consent of the recipient. The complete privacy policy of Events Company can be read at www.eventscompany.eu.

Article 14 Other provisions

All intellectual property rights arising from the agreement or its preparation shall belong to us or our licensors. This also applies to non-executed concepts and/or proposals.

Article 15 Applicable law and disputes

All agreements to be concluded by Events Company are governed by Dutch law.

Contrary to the legal rules for the competence of the civil court, any dispute between the Client and Events Company will, in case the court is competent, be settled by the District Court of Limburg, location Maastricht. Events Company remains entitled to summon the other party to appear before the competent court according to the law, or the applicable international treaty.

Events Company, Maastricht, general terms and conditions

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