

## General terms and conditions and specific provisions QMands B.V. (registered with the Chamber of Commerce in Eindhoven under number 74022210) and its brand Meetings Incentives Eindhoven (Relative Events)

**Definitions: the following terms are used in these General Terms and Conditions with the meanings specified below:**

- A) Company outing, team outing, staff outing, group outing, staff party or outing in general: This is an organised group activity, in which concepts such as activity, relaxation, adventure and fun are central. These include all sporting and recreational activities and/or adventurous arrangements and events in the broadest sense of the word on land, water or in the air, in which the Participant moves by muscle power, movement or (un)motorised vehicle or vessel, both indoors and outdoors.
- B) Arrangement: an event, service or combination of services that enables the Participant to enjoy an outing. These services may consist of the rental of equipment or transport, the provision of (accommodation) facilities (such as a hotel and lodging), catering, hospitality and the provision of instruction and supervision of (parts of) a programme organised by the Organiser for one or more days.
- C) (Un)motorised vehicle or vessel: all vehicles and vessels used by the Organiser for an Arrangement, such as a scooter, (recumbent) bicycle, tandem, mountain bike, Segway, tuk-tuk, blowkart, car, including 4WDs and classic cars, trike, moped (such as Solex), (e-)scooters, quads, sports cars, buggies, canoes, rafts, sailing cars, gCaps, surfboards, water skis, wakeboards, etc.
- D) Participant: any natural person who actually participates in an Arrangement. This concerns the Client of the Organiser who has concluded an Agreement for an outing. The Participant(s) in an outing are (or may be) relative beginners who never or not regularly participate in such activities.
- E) Client: any (legal) person as well as their representative(s), authorised representative(s) and legal successor(s), who concludes or wishes to conclude an Agreement with the Organiser for advice on, organisation of, or execution of an Arrangement or for any other service or activity falling within the Organiser's business operations to which these General Terms and Conditions apply.
- F) Organiser: QMands B.V. (registered with the Chamber of Commerce in Eindhoven under number 74022210) and its brand Relative Events Eindhoven (under the domain name <https://www.relative-events.com>), is the counterparty of the Client and user of these General Terms and Conditions, which offers Arrangements to the Client in the course of its business. The Organiser is also the service provider for the various and most Arrangements. *Meetings Incentives Eindhoven* is a label of, communicates and operates as *Relative Events*.
- G) Third parties: service providers and/or suppliers, other than the Organiser, who are engaged by the Organiser. These are the parties that supply and/or perform the materials or services made available, such as (un)motorised vehicles, supervisors of outdoor sports activities (also known as instructors, trainers, game leaders, or travel guides), transport, catering, hospitality, (accommodation), etc.
- H) Parties: the Client and the Organiser.
- I) Agreement: an Agreement between the Organiser and the Client for advice on, organisation of or implementation of an Arrangement (or for any other service or activity falling within the Organiser's business operations), the additions and/or amendments to the aforementioned Agreements agreed in writing, as well as all (legal) acts in preparation for the aforementioned Agreements. Agreement or assignment can also be read as booking or reservation.
- J) In writing: written documents, including fax and email communications. In writing does not include text messages and other electronic communications, unless otherwise provided by law.

### 1. General

- 1.1 The Organiser is authorised to make changes to these terms and conditions. The changes will take effect on the announced date of entry into force. The aforementioned changes will not affect Agreements that are already in force at the time of entry into force, unless the Parties agree otherwise.
- 1.2 The designs, images, drawings, models, photographs, programmes, etc. provided by or on behalf of the Organiser remain its property and the Client is not entitled, without the Organiser's written consent, to reproduce, distribute or publish the aforementioned data in any form or by any means, whether electronic, mechanical, by recording or any other means.
- 1.3 The Client indemnifies the Organiser against claims from Third Parties, of whatever nature, relating to any (alleged) infringement of the rights referred to in Article 1.2 by the Client, its employees, Third Parties engaged by it, or visitors to and Participants in Arrangements initiated by it.
- 1.4 The Client shall not register any intellectual property rights or domain names that are in any way related to the (performance of the) Agreement or the products or services provided under it, the trade names, brands or (future) activities of the Organiser or companies affiliated with the Organiser.
- 1.5 The Organiser may mention the Client's name as a reference on its website and/or in written documents, unless the Client expressly objects to this. The Organiser reserves the right to use photographs or other recordings made during the Arrangement for promotional purposes.

### 2. Applicability

- 2.1 These general terms and conditions apply to every request made by the Client to the Organiser to issue an offer, to the offer to be issued by the Organiser, to orders placed by the Client and to all Agreements to be concluded and concluded by the Organiser with the Client or to be performed and/or performed for the benefit of the Client (legal) acts to be performed and/or performed for the benefit of these Agreements, including Agreements that the Organiser concludes with Third Parties in this regard, unless the Agreement contains deviating provisions.
- 2.2 In addition to these General Terms and Conditions, the Uniform Conditions for the Hotel and Catering Industry (UVH) apply, insofar as they do not conflict with these General Terms and Conditions and the Agreement. The Uniform Conditions for the Hotel and Catering Industry (UVH) are the conditions under which hospitality businesses based in the Netherlands, such as hotels, restaurants, cafés and related businesses (including catering companies, party service companies, etc.), provide hospitality services and conclude hospitality agreements. The UVH has been filed with the District Court and the Chamber of Commerce and Industry in The Hague and can be found at [www.khn.nl](http://www.khn.nl). In the event of any conflict between the aforementioned documents, the Agreement shall take precedence over these General Terms and Conditions and the General Terms and Conditions shall take precedence over the UVH.
- 2.3 If the Client has not rejected the applicability of the Organiser's general terms and conditions in writing within five working days after the Organiser has declared those terms and conditions applicable and the Organiser has received this notification (within the same five working days), the Client will be deemed to have accepted the applicability of the Organiser's general terms and conditions. The Organiser expressly rejects any reference to and/or the applicability of general terms and conditions other than its own general terms and conditions.
- 2.4 Any provisions that deviate from the Organiser's general terms and conditions (or additional provisions) shall only apply if and insofar as they have been expressly accepted in writing by an authorised representative of the Organiser.
- 2.5 If any provision of these general terms and conditions (and/or any further agreed deviating/additional clause) proves to be invalid or is annulled, this shall not affect the validity of the other provisions of these general terms and conditions (and any further agreed clauses). In that case, the invalid or void provision in these general terms and conditions (and any Agreements to be agreed) will be replaced by a provision that is as close as possible to the intention of the Parties.
- 2.6 Unless otherwise agreed between the Client and the Organiser, catering services shall at all times exclude beverages. The Client shall consume drinks at third parties (catering establishments) and shall make clear agreements with these third parties regarding volume, times and payments. The Organiser therefore does not guarantee any bills that fall outside the Arrangement and these will be forwarded to the Client. If the Client wishes to have the drinks consumed (and any additional snacks) included on an invoice from the Organiser, this is possible by mutual agreement (in advance) and drinks bills will be charged including €35 excluding VAT for additional reservation costs and/or administration costs per invoice (per catering establishment). The Organiser will take care of the reservations, organisation, creditor (catering) payments, drawing up and passing on the invoice under our name to the client, including debtor management. Furthermore, our invoices under €100 excluding VAT (such as webshop orders) will be increased by €10 excluding VAT in administration costs if the client wishes to receive an invoice.

### 3. Formation and content of the Agreement

- 3.1 At the request of the Client, the Organiser will issue a quotation for an Arrangement agreed in consultation.
- 3.2 The Agreement is concluded when the Client accepts the Organiser's offer verbally, by telephone or in writing. The Client will always receive written confirmation of the Agreement from the Organiser by email.
- 3.3 The Arrangement may specify certain dates or times on which the Client can book the programmes. Other Arrangements for which no dates are specified can be booked at the Client's discretion, subject to availability. After a booking has been made and confirmed and after full payment has been received, the Client will receive, if registered in time, the event documents, consisting of an invitation with a description of the event and directions, two (2) to a maximum of one (1) week(s) before the start of the Arrangement. If additional persons or activities need to be booked within a period of seven (7) days, these additions will be confirmed after written agreement and payment or proof of payment before the start of the Arrangement.
- 3.4 For all Arrangements, the aim is to provide more service and completeness with regard to these unusual Arrangements. The Arrangements are therefore fully catered for. There may be differences in times and layouts per programme. Descriptions are indicative. The event documents will include the full programme with the correct times.
- 3.5 The Client may specify preferences if desired. The Organiser will accommodate these preferences to the extent possible.

3.6 The Organiser's offer is without obligation and may be revoked by the Organiser upon booking or within 2 working days thereafter at the latest.

3.7 Anyone who enters into an Agreement on behalf of another person is jointly and severally liable for all obligations arising from that Agreement.

3.8 If the Organiser enters into an Agreement with two or more persons or legal entities (resulting in multiple Clients), whereby these persons or legal entities each owe the Organiser the same performance(s), each of these (legal) persons shall be jointly and severally liable for the fulfilment of the obligations arising from that Agreement towards the Organiser.

3.9 Signatory authority and power of attorney for a legal entity: We organise hundreds of group outings, departmental outings, management outings, executive outings, company outings and staff association outings every year. We always confirm your verbal or written order by email. This constitutes the conclusion of an agreement. However, if you are not authorised to sign on behalf of your organisation or do not have power of attorney within your organisation, you must notify us by email within 72 hours so that we can change the correct contact person who is authorised to sign on behalf of your organisation and inform them of the agreement you have concluded with us. If we do not receive any notification within 72 hours, we will assume that the contact person who gave and received the order is also authorised to sign or has power of attorney to conclude such an agreement with us on behalf of his or her organisation (i.e. company, department, association, foundation, etc.). No claims can be made in this regard afterwards.

3.10 In the context of the right of distance selling, we would like to point out, perhaps superfluously, that this does not apply in our industry. After concluding the agreement, you therefore have no cooling-off period for our Arrangement, which includes the outing, activity, travel, transport, accommodation, catering or other forms of leisure activities.

#### 4. Prices and rates

4.1 The Organiser shall publish an overview of the Arrangements offered and the corresponding rates on its website at least once (1) a year. At the Client's request, the Organiser shall issue a quotation for a Arrangement. The Organiser is free to offer Arrangements at a special rate on a temporary basis.

4.2 All offers, quotations, cost estimates, etc. from the Organiser, whether separately or in price lists, verbally, in writing, by telephone, by email, on the website, in brochures or in any other way, are entirely without obligation and may therefore be revoked by the Organiser.

4.3 If an offer, etc. from the Organiser is not followed up within 1 month (or, if applicable, the period explicitly stated in that offer, etc.) by a written order or an order by email and confirmed by the Organiser, it will lapse.

4.4 The Organiser reserves the right to adjust the price up to 5 days before the start of the Arrangement in connection with (extreme) changes in, among other things, personnel costs, accommodation costs, rental costs of equipment to be made available, fuel costs, etc. The Organiser is obliged to notify the Client of this price change as soon as possible.

4.5 Unless otherwise agreed in writing, the prices stated in all offers are in euros and exclude value added tax (VAT).

4.6 Unless otherwise agreed in writing, the agreed price excludes transport, parking costs, entrance fees to, for example, a snow/ice rink, museum, sports complex or recreation/water park, catering, hospitality, drinks, accommodation, travel and accommodation and call-out costs, cleaning, energy costs, tourist tax, fuel costs, protective clothing (including suit, helmet, vest, goggles), bank charges (including credit card charges and e-invoicing charges via Ariba), insurance, permits and any other government-imposed levies.

4.7 The Organiser or Third Parties are free to demand a deposit from the Client before or at the start of the Arrangement. This deposit will be refunded to the Client at the end of the Agreement, less any amounts still owed by the Client to the Organiser or Third Parties.

4.8 Prices are valid for the programme as described. Rates are per person, unless otherwise stated. Transport to and from the events is not included in the price. Transport is at your own expense or by quotation.

4.9 Changes, including additional costs, to the original assignment of any nature whatsoever, made by or on behalf of the Client, which result in higher costs than could be anticipated in the quotation, will be charged to the Client as an extra. Additional costs will also be charged to the Client and/or Participant(s) if the Participant deviates from the route or the recommended time or travel schedule and incurs additional costs as a result. For special services, such as the use of a cloakroom, garage, safe, laundry, telephone, telex, etc., the catering entrepreneur may charge an additional fee.

#### 5. Obligations of the Client and Participant(s)

5.1 The Client is aware that all activities organised by the Organiser or Third Parties require all Participants to be in good mental and physical health and to have good concentration. The Client is obliged to expressly inform the Participants concerned in advance and to point out to them that they will be participating in sometimes unusual sporting activities that may be mentally and physically demanding. The Client is obliged to inform itself in advance and then the Organiser and/or Third Parties about all characteristics of the Participants, such as physical or mental disabilities or the use of certain medications, which the Client should reasonably suspect could possibly constitute an obstacle to, or at least a reduction in, participation in the activity in question.

5.2 Upon conclusion of the Agreement, the Client is obliged to report all personal circumstances of himself and/or those on whose behalf he enters into the Agreement to the Organiser and/or Third Parties insofar as these may affect the proper course of the Arrangement. This obligation applies in particular to all relevant medical and physical details.

5.3 The Organiser or Third Parties are entitled to require Participants to sign a declaration of indemnification on behalf of the Organiser or Third Parties with regard to the consequences of participating in activities and Arrangements provided by the Organiser or Third Parties. The Organiser or Third Parties have the right to refuse participation to those who refuse to sign such a declaration.

5.4 Every Participant in activities in or on the water must be in possession of a swimming certificate. Every Participant in activities in or on a vehicle must be in possession of a valid driving licence. Every Participant in certain high-risk and extreme sports must provide a health certificate. Furthermore, every Participant must carry valid identification in accordance with the law, whereby Participants in a Arrangement abroad must have a valid passport or identity card. The Organiser is not responsible or liable if the Participant is unable to participate in (parts of) the Arrangement due to the lack of a required document. All consequences of this are at the Participant's expense.

5.5 Although Participants are insured for their safety in various Arrangements, whether at an additional cost or with an excess, appropriate personal liability and health insurance is required and cancellation insurance is recommended. Participants are also requested to take out adequate (travel) accident insurance before the start of the Arrangement if existing insurance policies, such as health insurance, do not adequately cover possible damage. For some high-risk and extreme sports, additional (accident) insurance, such as Adventure & Survival insurance or Parachute insurance, is also required.

5.6 In addition to Article 5.5, the Client as a legal entity undertakes to insure, as far as possible, all risks associated with its actions and/or omissions before, during and after the Arrangement, such as collective accident insurance, cancellation insurance and regular general liability insurance.

5.7 The Client shall ensure that all information, including but not limited to that referred to in the preceding articles, if and insofar as required or applicable or which the Client should reasonably understand to be necessary for the performance of the Agreement, is provided to the Organiser and/or Third Parties in a timely manner or upon first request. If the information required for the performance of the Agreement is not provided to the Organiser and/or Third Parties in a timely manner, the Organiser and/or Third Parties shall be entitled to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates. The Organiser is not liable for damage of any kind resulting from the Organiser relying on incorrect and/or incomplete information provided by the Client, unless this incorrectness or incompleteness should have been apparent to it.

5.8 Safety is paramount for all Arrangements. Comprehensive safety instructions are provided for each Arrangement. Changes may be made to any Arrangement if safety factors so require. Each Participant is also expected to exercise the necessary vigilance and safety precautions and undertakes to comply with all instructions from the Organiser or Third Parties in order to facilitate the proper execution of the Arrangement. The Participant is and remains responsible for assessing whether he/she is in sufficient physical condition to participate in the activities in question.

5.9 The Participant undertakes to use the equipment provided, including motorised and non-motorised vehicles, in a manner appropriate to its nature and the Agreement. The Participant may record any defects upon receipt of the equipment. The Participant may not make any changes to the equipment or allow Third Parties to use it without the permission of the Organiser or Third Parties. The Participant shall notify the Organiser or Third Parties as soon as possible of any damage to or loss of equipment. Prior permission from the Organiser or Third Parties is required for any repair work. At the end of the Arrangement, the Participant shall return the equipment provided to the Organiser or Third Parties at the agreed location, in the same condition as it was received and as clean as possible. The Organiser is entitled to charge additional costs for cleaning, search operations, transport and storage of materials, reports of loss, etc., if necessary. The risk of loss, theft and damage to the materials made available, including motorised and non-motorised vehicles, is transferred to the Client after instruction and upon delivery to the Client. However, if a carrier of the Client is used for the delivery, whether or not at the request or instruction of the Client, the risk of loss, theft and damage to the materials provided shall already pass to the Client at the moment of delivery of the materials to the carrier.

5.10 Alcohol and drug use before and during activities is strictly prohibited, unless the Parties have agreed otherwise in the Agreement regarding alcohol consumption (e.g. in the case of a wine clinic or beer tour). Alcohol consumption is only permitted for those Participants who have reached the minimum age required by law. In the event of excessive alcohol consumption, the Organisation is entitled to cancel the Arrangement.

5.11 Unless expressly agreed otherwise, it is not permitted to participate in races or other competitions with a vehicle. Vehicles must remain on paved roads at all times. Sand paths, motorways, kerbs and footpaths are prohibited areas.

5.12 If the Participant is under the age of 18 and is not accompanied by an adult, the Participant must provide the Organiser with a statement of no objection from his or her legal representative(s), or a legal representative must sign the statement.

5.13 In the case of group transport (transfers), group accommodation and/or catering, the Participant(s) are obliged to refrain from:

- a) damage and/or contamination;
- b) the consumption of alcoholic beverages, unless expressly permitted by the transport provider, accommodation or catering provider, or Organiser, as well as the use of narcotics;

- c) touching emergency facilities, such as emergency doors and emergency hatches;
- d) smoking, unless expressly permitted;
- e) obstructing staff in any way in the performance of their duties;
- f) causing nuisance and inconvenience to fellow travellers, road users and guests, whether or not through the use of alcohol or drugs;
- g) other measures taken in the relevant house rules of the carrier, accommodation or catering entrepreneur.

The carrier, accommodation or catering provider, or Organiser, respectively, is authorised to deny the Participant(s) further transport, catering or accommodation access and to order them to leave the bus or location immediately if the Participant(s) acts in violation of the above obligations.

5.14 The Client or Participant(s) are not permitted to bring their own refreshments (drinks), snacks or meals during a Arrangement, unless this has been expressly permitted in writing. Any costs incurred by the Client or Participant(s) during the Arrangement, outside of the agreed catering Arrangement, such as drinks, snacks, meals, etc., shall be paid in cash on the spot to the relevant catering entrepreneur.

5.15 The Client indemnifies the Organiser against all claims from Third Parties (including, but not limited to, Participants in Arrangements) in respect of damage suffered by these Third Parties during or in connection with the performance of the Agreement, unless (and insofar as) this damage is exclusively the result of intent or gross negligence on the part of the Organiser.

#### **6. Obligations of the Organiser**

- 6.1 The Organiser is obliged to perform the Agreement in accordance with the expectations that the Client may have on the basis of the Agreement or publications by the Organiser. Depending on the circumstances, the Organiser is obliged to provide assistance to the Participant if the Arrangement does not proceed in accordance with expectations.
- 6.2 The correctness of the performance of the Agreement must also be assessed on the basis of the sporting or adventurous nature of the activity, the definition of Participant and the amount of the Agreement.
- 6.3 Provision of (rented) materials takes place at the agreed location at the agreed price. Unless expressly agreed otherwise in writing, the price of the materials (materials made available) does not include the costs of deposit, insurance, fuel, etc., as referred to in Article 4.
- 6.4 The Organiser, or Third Parties engaged by it, shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of scientific knowledge at that time.
- 6.5 If and insofar as required for the proper performance of the Agreement, the Organiser shall be entitled to have the work carried out by third parties, without informing the Client and without this entailing additional costs for the Client.
- 6.6 The Organiser or Third Parties must display, post or place the house rules for the Participant (guest) in a clearly visible location for their information, or provide the house rules in writing to the Client. The Client is obliged to comply with the house rules.
- 6.7 At the request of the Participant or Client, the Organiser may refer to an insurance broker for the purposes of the insurance policies referred to in Articles 5.5 and 5.6. The Organiser acts solely as an informant in this regard and expressly does not guarantee that damage will be compensated under this insurance. The Client is at all times responsible for correctly and accurately contracting and determining the content of the policy conditions of the insurance in question.

#### **7. Liability**

- 7.1 Participation in Arrangements and activities takes place at the expense and risk of the Client and/or Participant. Except in the event of intent or gross negligence on the part of the Organiser or Third parties themselves, the Organiser or Third parties shall not be liable for any form of damage, including consequential damage, suffered by the Client and/or Participant as a result of accidents occurring during the Arrangements and/or activities, unless and insofar as exclusion of liability is not permitted by law.
- 7.2 Notwithstanding the further limitations of liability, the Organiser shall not be liable for any shortcoming in the performance of any offer and/or Agreement, nor for any unlawful act, unless and insofar as this is the result of intent or gross negligence on the part of the Organiser and/or its executives.
- 7.3 The Organiser shall in any event not be liable for damage resulting from:
  - a) circumstances attributable to the Participant, such as the absence of a required travel document or insurance, insufficient health or physical condition, inadequate personal equipment, incorrect action or failure to act, overestimation of one's own abilities, or disregard of instructions;
  - b) the conscious or unconscious failure to sign an indemnity declaration and/or the invalid provision of documents such as travel documents, identification, insurance and certificates;
  - c) acts and influences of Third parties not directly involved in the performance of the Agreement;
  - d) circumstances not attributable to the fault of the Organiser and which, pursuant to Dutch law or according to generally accepted standards in society, cannot reasonably be attributed to the Organiser;
  - e) extreme weather conditions and other forms of force majeure.
- 7.4 The Client or driver of (un)motorised vehicles or vessels shall be liable for damage arising from or resulting from an incident in which alcohol or other substances affecting driving ability have been consumed. The driver or Client shall also be liable for any fines or penalty notices relating to traffic offences and/or other criminal offences committed during a tour. The Client shall furthermore be liable for damage resulting from theft as well as all other damage, howsoever named and howsoever caused, inflicted on or arising to the rented vehicle, irrespective of whether such damage is the result of fault on the part of the Participant himself or others in traffic. The Client shall pay the resulting repair costs as well as the costs of replacement, including those of damaged parts, in cash to the Organiser or Third parties no later than on the agreed return date of the material made available.
- 7.5 A Participant who causes such nuisance or disturbance that the performance of the Arrangement is seriously hindered or may be hindered, who endangers his own safety or that of others, or who acts irresponsibly towards nature and the environment, may be excluded from (further) participation in the Arrangement by the Organiser or Third parties. All liabilities and the resulting additional costs shall be borne by the excluded Participant, insofar as the consequences of the nuisance or disturbance can be attributed to him.
- 7.6 The Organiser shall never be liable for damage caused by a shortcoming or unlawful act or omission of Third parties (performing service providers and/or suppliers), including the personnel of such Third parties, engaged by the Organiser in connection with or for the purpose of the performance of all or part of the Agreement. The Client shall indemnify the Organiser against any claims from Third parties in this respect. In the event of any incident resulting from an activity outsourced to Third parties, the Client and/or Participant shall at all times address such Third parties directly.
- 7.7 Notwithstanding and without prejudice to the provisions of the above liability limiting clauses, the total liability of the Organiser shall in any event be limited to a maximum of the fee payable to the Organiser or the fee reasonably to be expected to be payable to the Organiser and shall subsequently be limited to the amount for which coverage is provided under the liability insurance concluded by the Organiser for the relevant damage, and only insofar as the insurer actually proceeds to payment. The Organiser cannot in any event be held liable for any further or other damage than that for which the liability insurance provides coverage.
- 7.8 The exclusions and/or limitations of liability included in this Article shall also apply for the benefit of employees and other representatives of the Organiser as well as their personnel, unless prohibited by law.

#### **8. Amendments**

- 8.1 The Client may request the Organiser to amend the Agreement up to six weeks prior to commencement. If the Organiser is not able to honour this request, he shall inform the Client as soon as possible, stating the reasons.
- 8.2 Due to compelling circumstances which shall be communicated to the Client without delay, the Organiser or Third parties may be compelled to amend the offered Arrangement. The Parties shall subsequently enter into consultation in a timely manner and in mutual agreement. During the performance of the relevant Arrangement, adjustments shall be made in consultation in accordance with sound organisational judgement. The Organiser or Third parties shall be obliged to offer the Client an alternative that preserves the specific character and nature of the Arrangement as much as possible and to communicate this without delay.
- 8.3 The Arrangement shall in principle also proceed in the event of bad weather, unless otherwise agreed in writing in advance. In the event of bad weather, the Organiser or Third parties shall make efforts to adjust the programme in such a way that inconvenience to Participants is limited. Indoor activities shall in any event proceed.
- 8.4 If the Parties agree that the Agreement is amended or supplemented, the time of completion of the performance may be affected as a result. The Organiser shall inform the Client thereof as soon as possible.
- 8.5 If the amendment or supplement to the Agreement has financial and/or qualitative consequences, the Organiser shall inform the Client thereof in advance. An amount to be determined in further consultation shall be payable for amendment of the Agreement. If the amount of the amended Agreement is more than 10% lower than the previous Agreement, the cancellation arrangement shall apply to the difference.

#### **9. Cancellation**

- 9.1 The Client is advised to take out a cancellation insurance and/or public liability insurance and/or an Arrangement insurance in respect of the purchased Arrangement.
- 9.2 The Client shall be entitled to cancel the Arrangement or the (part of the) activity without further justification, on the condition that the following percentage of the agreed fee for full performance of the Agreement is paid by the Client, unless otherwise agreed in writing:
  - a) in the event of cancellation in the period up to 6 months prior to the commencement date, at least 10% of the full agreed fee;
  - b) in the event of cancellation in the period between 6 and 2 months prior to the commencement date, at least 50% of the full agreed fee;

- c) in the event of cancellation in the period between 2 and 1 month prior to the commencement date, at least 75% of the full agreed fee;  
d) in the event of cancellation in the period between 1 month prior to the commencement date and the commencement date itself, 100% of the full agreed fee.

9.3 The Organiser shall at all times be entitled to terminate the Agreement in the event of force majeure and compelling circumstances which are unforeseeable and cannot be remedied or avoided, such as terrorism, civil war, political unrest, natural disasters, food shortages, general strikes, etc. The Organiser shall be obliged to inform the Client of the termination without delay, stating the reasons.

9.4 Circumstances justifying reliance on force majeure in accordance with clause 9.3 include, among others: weather conditions of such a nature that they prevent performance of the Agreement; non-delivery, incomplete delivery and/or delayed delivery by Third parties (suppliers); war and threat of war; full or partial mobilisation; import and export prohibitions; measures taken by Dutch and/or foreign governmental authorities which render performance of the Agreement more onerous and/or more costly than could reasonably have been foreseen at the time of concluding the Agreement; exceptional social events, including but not limited to national mourning, which may reasonably lead the Organiser to decide that the Arrangement, the service provision or the activity cannot proceed; strikes and/or occupations of business premises, epidemics, traffic disruptions, loss or damage during transport, fire, theft, interruptions in the supply of energy, defects in machinery, all occurring both within the business of the Organiser and at Third parties from whom the Organiser must obtain the necessary materials, including (un)motorised vehicles and vessels, in whole or in part; as well as all other causes arising outside the will and/or control of the Organiser.

9.5 In the event of termination by the Organiser prior to commencement of the Arrangement pursuant to Article 9.4, the Organiser shall make efforts to offer the Client an Arrangement of comparable quality, if possible within the same period.

9.6 If, at the time of cancellation, the total amount of payment obligations resting on the Organiser in connection with the Agreement, or arising as a result of the cancellation, including obligations towards Third parties engaged in the performance of the Agreement and/or other claims from Third parties, exceeds the amount owed by the Client to the Organiser pursuant to the cancellation arrangement included in Article 9.2, the Client shall reimburse the Organiser for such higher amount.

9.7 A reduction in the number of agreed guests, or cancellation in the number of Participants and/or catering guests, shall be subject to a period of 14 calendar days prior to the commencement date, unless otherwise stated in the proposal, with a maximum reduction of 10% of the total number of Participants per agreed component for groups of 30 persons or more. If more than 10% is reduced, the Organiser shall nevertheless charge 90% in accordance with the number of agreed guests or Participants at the time of confirmation of the assignment. The final number of persons and any dietary requirements must be communicated no later than 14 calendar days prior to commencement, unless otherwise stated in the proposal or confirmation of the assignment. A no show on the day itself shall also be charged.

9.8 In addition to the foregoing Article 9.7, different provisions shall apply to the rental of a (un)motorised vehicle or vessel, which shall be specified in the email or in the specific proposal. In general, a reduction in the number of vehicles or vessels shall in most cases not be possible.

## 10. Payment

10.1 Payment shall by default be made by invoice in PDF format sent by email. Optionally, payment may be made subject to a surcharge of 4% on the total agreed fee, either (a) by credit card, facilitated via Mollie.com, or (b) for corporate companies and governmental bodies respectively via SAP Ariba and the Rijksinkopen supplier portal by means of electronic invoicing, or (c) in the case of a package travel (incentive), payment shall be arranged and guaranteed via STO Garant (see Article 10.8). This 4% surcharge consists of service and administrative costs and third party banking charges.

10.2 Unless expressly agreed otherwise in writing, 100% payment shall be made after assignment within 14 days of the invoice date. If the Agreement between the Parties is concluded within 14 days prior to performance, 100% payment shall be made after assignment within 3 days and in any event prior to the commencement date. In the absence of timely payment, the Organiser reserves the right to cancel the Arrangement.

10.3 The amount due under the Agreement, whether or not payable in instalments to be specified, shall be paid no later than within the term stated in the confirmation of assignment, unless expressly agreed otherwise with the Organiser thereafter.

10.4 The Client who fails to pay in a timely manner shall be in default by operation of law without any further notice of default being required. In such case, the Organiser shall be entitled to dissolve the Agreement or to demand full performance. The Organiser shall also be entitled to claim additional compensation for all costs already incurred in connection with the Agreement.

10.5 The Client who fails to pay in a timely manner shall owe the Organiser interest equal to the statutory interest on the amount due under the Agreement plus costs, calculated from the day of default, whereby part of a month shall be counted as a full month. All reasonable costs of collection of the claim, both judicial and extrajudicial, shall be borne by the defaulting Client. These costs shall be calculated on the basis of the collection rates of the Dutch Bar Association. If the Organiser demonstrates that higher costs were incurred which were reasonably necessary, such costs shall also qualify for reimbursement.

10.6 The Client shall not be entitled to set off and/or suspend any payment, except insofar as the Client is a natural person not acting in the exercise of a profession or business.

10.7 Payments made by the Client shall first be applied to settle all due interest and costs and secondly to settle payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

10.8 STO Garant guarantee scheme: In order to comply with the legally required financial guarantee, QMandS B.V. makes use of STO Garant. This can be verified via the STO Garant participants page at [www.sto-garant.nl/deelnemers](http://www.sto-garant.nl/deelnemers). All information regarding STO Garant can be found at [www.sto-garant.nl](http://www.sto-garant.nl). With each (travel) offer from QMandS B.V., it shall be clearly stated whether the STO Garant guarantee applies. The guarantee scheme sets out what the guarantee entails and which conditions apply. The guarantee scheme can be found on the STO Garant website at [www.sto-garant.nl/downloads](http://www.sto-garant.nl/downloads). If the STO Garant guarantee applies to your booking, the travel sum shall not be paid to QMandS B.V., but to the third party funds account of Stichting Derdengelden Certo Escrow, a payment service provider registered with De Nederlandsche Bank (DNB) and the Netherlands Authority for the Financial Markets (AFM). This third party funds foundation safeguards your travel sum until after completion of your booking. If services are not provided in full and/or in a timely manner due to the financial insolvency of QMandS B.V., STO Garant shall implement the guarantee. The guarantee scheme explains how you may invoke the guarantee in such case.

## 11. Dissolution

11.1 Without prejudice to any further rights to which the Organiser is entitled, the Organiser shall be entitled to dissolve the Agreement in whole or in part by means of a written statement without any further notice of default being required if:

a) the Client is in default with regard to the performance of one or more obligations under the Agreement;

b) the Client has been declared bankrupt, has applied for a suspension of payments, the Debt Restructuring (Natural Persons) Act has become applicable to him or her, has ceased or liquidated his business, a substantial part of his assets has been attached, or he transfers his business to Third parties.

11.2 If, at the time of dissolution, including in this context dissolution and suspension, the Organiser or a Third party engaged by it has already performed services in execution of the Agreement, such services and the related payment obligations resting on the Client towards the Organiser shall not be subject to reversal. Amounts invoiced by the Organiser prior to the dissolution, or amounts which the Organiser will invoice after the dissolution in connection with what it had already performed or delivered prior to such dissolution in execution of the Agreement, shall therefore remain fully payable and shall become immediately due and payable at the time of dissolution.

11.3 Circumstances arising outside the will and/or control of the Organiser which are of such a nature that compliance with the Agreement can no longer reasonably be required of the Organiser, whether in whole or in full, shall entitle the Organiser to dissolve the Agreement in whole or in part and/or to suspend its performance without any obligation to pay compensation, and without prejudice to the payment obligations resting on the Client.

11.4 Serious shortcomings in the performance of the Agreement by the Client or Participant(s), such as improper use of materials made available, shall entitle the Organiser to immediately suspend its obligations, in particular by repossessing the materials made available and/or discontinuing the activities. In such case, the Organiser may dissolve the Agreement by means of a written statement to the Client. The Organiser shall be entitled to full compensation of all costs and damage from the Client.

## 12. Complaints regarding an organised group activity and/or Arrangement

12.1 If the Participant or Client identifies a shortcoming in the performance of the Agreement, he shall report this as soon as possible to the relevant service provider (supervisor), so that an appropriate solution can be provided. If the shortcoming is not resolved within a reasonable period and detracts from the quality of the Arrangement, it must be reported as soon as possible to the Organiser or its Third parties on site.

12.2 If the complaint is not handled satisfactorily on site or cannot be handled on site, the Client may submit the complaint in writing and substantiated to the Organiser no later than 14 working days after completion of the Arrangement. Complaints regarding invoices must be submitted in writing within 7 days of the invoice date.

12.3 Any claim on any grounds whatsoever shall lapse if not reported in a timely manner and in any event 3 months after completion of the Arrangement or, if the Arrangement has not taken place, 3 months after the original commencement date.

12.4 In the event of an incident, being not a complaint, resulting from an activity outsourced to Third parties, the Client or Participant shall at all times address such Third parties directly in accordance with Article 7.6.

12.5 Complaints submitted by the Client shall be processed by the Organiser as soon as possible. The Client may expect a response no later than 14 days after submission of the complaint. The Parties shall then act in accordance with reasonableness and fairness.

**13. Applicable law and disputes**

13.1 The Agreement and all Agreements arising therefrom shall be governed exclusively by Dutch law.

13.2 The Parties declare that they shall perform the Agreement in accordance with reasonableness and fairness and shall, where appropriate, enter into consultation in order to reach a solution satisfactory to both Parties.

13.3 If the Parties fail to reach a solution or in urgent cases, disputes shall be submitted to the competent court in the district of Eindhoven or 's-Hertogenbosch.

Drawn up in Eindhoven,  
QMandS B.V., brand Relactive Events

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