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General Terms and Conditions

Dutchfootprint is a tour guide and events management agency. The terms and conditions set out herein below shall apply to all agreements to be concluded with Dutchfootprint. Deviations from these terms and conditions shall only be binding in case of written confirmation to that effect from the board of directors of Dutchfootprint. The invalidity of one or more provisions shall not impair the validity and implementation of the other provisions.

Upon registration the participant shall agree with the information and terms and conditions of Dutchfootprint as set out herein below:

Article 1 Definitions

- Client: All companies, organisations and other participants using the services of Dutchfootprint
- Supplier: the party, not being a client, providing goods, services or other performances measurable in money to Dutchfootprint.
- Assignment: the agreement between the client and Dutchfootprint
- Activities: all programmes and excursions Dutchfootprint must carry out for the client

Article 2 Applicability of these terms and conditions

- These terms and conditions shall apply for every tender, offer and assignment between Dutchfootprint and a client to which Dutchfootprint has declared these terms and conditions to be applicable, in so far as these terms and conditions are not expressly deviated from by parties in writing.
- Any deviations from these general terms and conditions shall only apply in case expressly agreed upon in writing.
- The applicability of any other terms and conditions from client is expressly rejected.
- Besides these general terms and conditions, also the terms and conditions of supplier hired by Dutchfootprint shall apply. These may be retrieved from Dutchfootprint, or else shall be available at the relevant locations.

Article 3 Tenders and offers

- The offers, tenders, order confirmations and invoices from Dutchfootprint shall be forwarded in digital form, by way of e-mail.
- Based on the wishes and/or objectives of the client or participant, Dutchfootprint will draw up the most suitable programme proposal, containing: price indications, programme descriptions and time schedules; these programme proposals will be sent to the client as an offer.
- The offers drafted by Dutchfootprint are free from obligation; they will be valid for 7 days, unless stated otherwise. Dutchfootprint shall only be bound by the offers in the event that the other party provides written confirmation of acceptance thereof by e-mail, within the term set.

- Prices contained in the tenders and offers referred to are in euros and including VAT and excluding any other government levies.
- A composite price quotation shall not obligate Dutchfootprint to perform part of the assignment against a corresponding share of the price quoted.
- Tenders or offers shall not automatically apply for future assignments.
- Costs for additional consumptions and additionally used materials shall be settled by the guest with the supplier in question on the day of the activity/activities, unless otherwise agreed upon in writing.

Article 4 Execution of the assignment

- Dutchfootprint shall execute the assignment to the best of its knowledge and ability and in accordance with high standards.
- If and in so far as proper execution of the assignment so demands, Dutchfootprint shall have the right to assign third parties to perform certain works.

Article 5 Risk awareness

- Client who has signed the confirmation of the agreement (or has confirmed such by phone or internet) declares: to have taken note of any degree of difficulty, gravity and risks of the activities all the participants will engage in, to have notified Dutchfootprint of all relevant particulars regarding the medical and/or fitness condition of all participants for whom this agreement has been concluded and to consider the participants capable of engaging in the activities, as far as health and fitness is concerned, without posing a danger to themselves or others.

Article 6 Amendment of the agreement

- The board of directors/owner of Dutchfootprint may amend the agreement or confirmation on account of weighty circumstances. Dutchfootprint shall inform the client of this as soon as possible.
- Dutchfootprint retains the right to amend the price of participation in case of interim changes and/or group size.
- The permitted change in the number of participants without consequences for the package price is 10%.
- Changes in group size shall be announced in writing or by way of e-mail, no later than 10 working days prior to the start of an activity. A reduction by the client will no longer be possible within 10 working days, among other things due to obligations to third parties and administration.
- In the event that there are more participants present at the time of the activity/activities than the number known to Dutchfootprint at the time of the booking, the surplus will be charged on through a subsequent invoice.

Article 7 Payment

- The amount of the order must be paid to Dutchfootprint no later than eight days prior to the date of the activities.

- In case agreed upon, following the package arrangement, a final or subsequent invoice may be sent. The remaining amount of the order must be paid to Dutchfootprint no later than 8 days after the date of the invoice.
- Dutchfootprint has the right to demand an advance on the total amount as referred to in the confirmation from the client or participant. This advance shall equal 60% of the agreed amount. The advance must be paid within 14 days after the invoice date, but in any case must be received on the bank account of Dutchfootprint no later than 8 days prior to the activity commencing.
- Unless otherwise agreed upon, payment shall be made through deposit or transfer into the bank account pointed out by Dutchfootprint for that purpose, stating the invoice number for the due date on the invoice.
- In case, during the execution of the event, unforeseen expenses are required, such as additional activities, transportation costs, consumptions and suchlike, these will be paid only after consultation with the client, unless otherwise agreed upon. These expenses will be settled in the final invoice.
- In the event that the client fails to pay within the term as agreed upon, the client will be in default ipso jure. Client will then owe an interest of 4% per month, unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the amount due will be calculated from the moment the client is in default until the moment of payment of the full amount.
- In case of liquidation, bankruptcy or seizure, the claims from Dutchfootprint towards the client will become immediately due and payable.
- Dutchfootprint shall be entitled to deviate from these payment conditions.

Article 8 Joint and several liability

- Whoever books the activity on behalf of other participants shall be jointly and severally liable for all others he registers.

Article 9 Liability

- In the event that the participant in any which way incurs damages as a result of death, physical or mental injury, accidents, harm, loss or theft and material loss caused to the participant(s), Dutchfootprint cannot be held liable unless this is due to gross negligence on the part of Dutchfootprint.
- Dutchfootprint cannot be held liable for damages incurred by participants as a result of delays, mechanical breakdown, weather conditions, natural impacts, strikes, sickness or any situation of force majeure whatsoever.
- Dutchfootprint cannot be held liable for actions and influences of third parties not directly involved in the execution of the agreement; circumstances that are not due to a fault on the part of Dutchfootprint.
- The liability for damage against which the client or the participant is insured, or for damage incurred by the participant in the framework of the exercise of a profession or the course of a business is excluded.
- In case Dutchfootprint is liable for direct damage, such shall be limited to no more than the amount of the order, in any case the part of the assignment that the liability pertains to.

- Dutchfootprint shall not be liable for any commitments from its staff or third parties, when the provisions in these terms and conditions are deviated from.
- Any liability of Dutchfootprint, of whatever nature and for whatever reason, shall become void if the client fails to hold Dutchfootprint liable in writing, during or within or immediately after the end of the event.

Article 10 Damage

- Costs arising from damage and/or destruction caused by participants shall be paid by the client or participant in so far as these costs cannot be recovered from the offenders.

Article 11 Cancellation

- Cancellation shall at all times be done in writing and (preferably) by registered letter. The date of the postmark will be used for the calculation of the cancellation period.
- In case the agreement is cancelled the following amounts will be charged per booking, unless otherwise agreed upon:
 - A: For cancellation of the entire group after oral/written booking assignment up to 20 working days prior to the time of the programme, € 150,- will be charged. Costs of the hired parties will always be charged.
 - B: For cancellation between 20 working days to 9 working days prior to the commencement date, the client will be obliged to pay 70% of the reservation sum. Costs of the hired parties will always be charged.
 - C: For cancellation 8 working days or less prior to the commencement date, the client will be obliged to pay 100% of the booking.

Article 12 Change/Cancellation by Dutchfootprint

- If due to circumstances arising from its business operations, Dutchfootprint resolves it cannot proceed with the programme, or that changes are required, it shall undertake to notify the client as soon as possible.
- In the unlikely event of cancellation, Dutchfootprint shall undertake to immediately refund the (wholly or partially) paid reservation sum.

Article 13 Force majeure

- Dutchfootprint also has the right to invoke force majeure, if the circumstance preventing (further) compliance with the agreement occurs after Dutchfootprint was required to comply with its obligations.
- For the duration of the period of force majeure, parties may suspend the obligations arising from the agreement.
- Force majeure shall also be understood to mean:
 - A: mobilization, war, wilful damage, terror
 - B: government measures

C: industrial action, natural disaster, storm, adverse weather conditions

- If Dutchfootprint has complied or will be able to comply with the obligations under the agreement, Dutchfootprint will have the right to claim the portion already complied with and the portion yet to comply with separately. Client will be obliged to fulfill this claim as if it were a separate agreement.

Article 14 Contacts

- In all cases, Dutchfootprint may engage on-call workers, freelance workers and companies, or else change the size and composition, in case it deems such necessary for the execution of the assignment. The client may not engage in a similar type of assignment with third parties deployed by Dutchfootprint, neither during the execution of the assignment, nor within one year after the end of same, unless the client has received written consent to that effect from Dutchfootprint.

Article 15 Complaints

- Complaints regarding the activities organised by Dutchfootprint must be submitted to Dutchfootprint in writing or by e-mail within 7 days after the end of the activities or work programme. Submitting complaints does not suspend the obligation to pay the invoice.

Article 16 Applicable law

- Any agreement between Dutchfootprint and the other party shall be governed by the laws of the Netherlands.

Article 17 Amendment, interpretation and source of the terms and conditions

- These terms and conditions are filed with the Chamber of Commerce in Utrecht.
- In case of interpretation of the content and purport of these general terms and conditions, the Dutch text will at all times prevail.
- The version filed last will always apply, or else the version as applicable at the time the agreement was concluded.