

## Standard Terms and Conditions

### 1. Definitions

- 1.1. **Us:** the supplier named in the Contract for Services Provision. We and Our(s) shall be construed accordingly
- 1.2. **You:** the buyer named in the written confirmation. You and Your(s) shall be construed accordingly
- 1.3. **Additional Costs** means the costs We charge You for any Additional Services.
- 1.4. **Additional Services** means any Services which You request that We provide in addition to the Services set out in the Itemised Budget.
- 1.5. **Cancellation Table** means the table detailing cancellation fees set out in the Payment Schedule
- 1.6. **Charges** means the Costs set out in the Itemised Budget and any Additional Costs.
- 1.7. **Confirmation** means the notification made by You that You wish the Services to proceed.
- 1.8. **Contract** means a contract between You and Us in relation to the provision of the Services and incorporating these Standard Terms and Conditions.
- 1.9. **Costs** means the costs set out in the Itemised Budget.
- 1.10. **Events Beyond Our Control** means unusual, unforeseeable or unavoidable events beyond Our control, the consequences of which could not be avoided even if all due care has been exercised including but not limited to war, threat of war, riot, civil disobedience or strife, government action, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers or floods, closure of airports and may also include industrial disputes involving third parties, technical or maintenance problems or unforeseen operational decisions of air carriers such as changes of schedule or any failure in the information technology infrastructure (including but not limited to Our website) or failure in internet connections.
- 1.11. **Itemised Event Budget** means the detailed schedule or spreadsheets setting out the costs of Services included in the Services, as appended to the Contract.
- 1.12 **Participants** mean all individuals participating in the Services at your request.
- 1.13 **Payment Schedule** means the payment schedule attached to the confirmation.
- 1.14 **Services** means the Services detailed in the Itemised Budget.
- 1.15 **Services Commencement Date** means the date on which the Services begins as stated in the Itemised Budget.
- 1.16 **Supplemental Payment Schedule** means a schedule detailing the costs and dates for payment for any Additional Services We agree to provide.
- 1.17 **Updated Budget** means any amendment to the Itemised Budget agreed between the parties
- 1.18 **Client:** any party for whom You are acting in purchasing the Services, whether as agent or principal.

### 2. Your obligations

- 2.1. You will promptly provide to Us such details as We reasonably request in order to deliver the Services and/or comply with Our legal obligations.
- 2.2 You warrant that You have provided, and will continue to provide accurate, up to date, and complete information about your requirements.
- 2.3 You must notify Us as soon as possible (and, in any event at least 48 hours before the deadline for cancellation of any relevant element of the Services) of any changes or proposed changes in the Services required.
- 2.4 You must indemnify Us against any liability We incur to any third party as a result of a change to any element of the Services at your request.
- 2.5 Before the relevant element of the Services is arranged, You must inform Us:  
if any Participant is disabled or incapacitated or of limited mobility or has any special dietary or medical needs or requires special assistance for any reason; or  
if wheelchair or other mobility assistance is required.
- 2.6 You must ensure that your duly authorised representative is available throughout the duration of the supply of Services who shall be readily accessible to Us and be empowered to receive and provide instructions and information.



2.7 Where You choose to deliver any element of the Programme or activity related to the Programme through your own personnel or a third party, You must ensure that any such person is appropriately trained and qualified.

2.8 You must advise Us immediately in writing in the event of Your change of ownership, restructuring, voluntary or involuntary liquidation, administration, entering into arrangements with creditors or bankruptcy.

## **2 Our rights and obligations**

3.1 We will deliver the Services and the Additional Services in accordance with the terms of the Contract.

3.2 We may contract with third party suppliers on your behalf in relation to any element of the Services.

3.3 Unless otherwise agreed by You in writing, We will:

- employ suppliers to provide Services to You who are competent in, qualified in and compliant with relevant local laws;
- require all suppliers to hold insurance against liability to employees and public (general) liability insurance as appropriate in respect of all Services provided by such supplier in so far as such insurance is reasonably available in the country where such supplier operates.

3.4 We will inform You of any changes to the Costs and any Additional Costs within a reasonable period.

3.5 We will not transmit data relating to any Participant outside the European Union except as required for the operation of the Services or as required by law.

## **3 Costs and payment**

4.1 You must pay all Costs in the amounts and on the dates set out on the below Payment Schedule and Itemised Budget.

4.2 Where We agree to provide Additional Services, You must pay all Additional Costs in the amounts on the dates set out in the Supplemental Payment Schedule or Updated Budget.

4.3 Any extra costs incurred onsite are to be signed for by an authorised party and settled up later.

4.4 We may revise the Charges upwards or downwards to allow for variations between the date of the Contract (or in the case of Additional Costs, the date on which the terms of the relevant Additional Services are agreed between Us) and the date of performance of any element of the Services as detailed in the Itemised Budget.

4.5 You must pay to Us all Charges in full by the date shown on the invoice.

4.6 We are entitled to charge You interest on any payment which is not received by Us when due. This will be calculated on a daily basis at the Euribor + Spread % rate per annum above the prevailing base rate of Our bankers as specified in the Payment Schedule from the date upon which payment was due until the date of payment.

4.7 We reserve the right not to provide any element of the Services or any Additional Services or pay any suppliers until You have paid Us sufficient funds accordingly the payment plan to meet such expenses and We will not be liable for any matters arising out of any delay by You in payment. The sufficiency of paid funds must be determined by Us, according to the Services or Additional Services.

4.8 Where We have contracted with third parties on your behalf, You will be solely responsible for any additional charges made by such suppliers as a result of any delay by You in paying Our invoices.

## **4 Changes and cancellations by You**

5.1 You may request changes to any element of the Services. All changes are subject to availability, limitations and restrictions of the relevant supplier.

5.2 If the change means that the cost of the Services will increase, You agree to pay such extra costs.

5.3 If the change results in a refund by a relevant supplier, We will pass this refund on to You. We shall be entitled to charge a reasonable fee in respect of negotiation of such refunds.

5.4 Where You cancel any element of the Services, We will pass on to You any charges in relation to cancellation imposed by the relevant service provider. Where You have chosen to pay for any element of the Services directly to the relevant service provider, You will be responsible for any charges arising from such cancellation.

5.5 If You have a booking for any element of the Services but choose not to avail yourself of such element, You will not be entitled to any refund from Us.

5.6 If You change or cancel any part of the Services, We shall be entitled to charge fees for work undertaken up to the point of change in accordance with the Itemised Budget in respect of that part of the Services.

5.7 If You cancel the Services before the Services Commencement Date You will pay to Us a cancellation fee calculated in accordance with the Cancellation Table below:



5.8 Notice of any partial or total cancellation must be received by Us from You in writing.

5.9 Cancellation will be effective on the date on which such notification is received. Any notice of cancellation received on any working day after 5pm in the place of business of the recipient will be deemed received on the next working day. A notice received on a non-working day in the place of business of the recipient will be deemed received on the next working day.

## **5 Changes and cancellations by Us**

6.1 We may terminate the Contract if:

You fail to pay any invoice when it falls due;

You fail to provide any information necessary for Us to deliver any element of the Services;

You are in breach of any of your obligations under these terms and conditions; or

You have entered into liquidation, have become bankrupt or ceased to carry on business or have made an arrangement with your creditors.

6.2 Where We terminate pursuant to clause 6.1 or clause 15 Our liability to You will be limited to refunding any monies paid by You less:

a fee for work done calculated in accordance with clause 5.6;

an administration fee calculated in accordance with clause 5.7; and

any monies which cannot reasonably be recovered from third party suppliers We have paid on your behalf.

6.3 If We make a significant change to the Services or any element of the Services which is due to an Events Beyond Our Control We will not be liable to offer You any compensation.

## **6 Communication of information**

7.1 Unless otherwise agreed by Us, all communication with You will be sent to the person (or main person) who has arranged the Services with Us at the address set out in the Contract. It is your responsibility to ensure that all relevant parties receive a copy of all such information and communications within any required time-limits and You agree to fully indemnify Us for any failure to do so.

## **7 Confidentiality**

8.1 Except where otherwise required by law or specifically authorised in writing by the other, We each agree that We shall not disclose, use or copy any information of a confidential or proprietary nature relating to the other to any person (other than Our suppliers or employees, agents or representatives who need to know such information for the due delivery of the Services). Such information shall include, without limitation, all proposals, estimates, creative work, research, documentation and advice relating to the Services prepared by Us.

## **8 Intellectual Property**

9.1 All copyright and intellectual property rights whatsoever in or connected with all proposals, estimates, creative work, research, documentation and advice and all matters prepared or created by Us relating to the Services are and will at all times remain vested in Us.

## **9 Data protection**

10.1 If in the course of providing the Services We may need to collect and store personal data in relation to the Participants. In such circumstances You will procure that each Participant signs a data protection statement giving consent to various uses of data given to Us. If a Participant chooses not to sign or revokes consent the data protection statement, We reserve the right not to accept his/her data or provide Services to that Participant

10.2 The personal data collected by Us must be always adequate, relevant and not excessive in relation to the scope and the specified, explicit and legitimate purposes for which it is obtained.

10.3 We adopt the technical and organisational measures necessary to ensure the security of the personal data and prevent their alteration, loss, unauthorised processing or access, having regard to the state of the art, the nature of the data stored and the risks to which they are exposed by virtue of human action or the physical or natural environment.

10.4 We may transfer Participant data to various third parties for the purposes of making reservations on your behalf and/or collecting payments related to reservations for the Services.

## **10 Liability & Insurance**

11.1 We shall not be liable for any loss arising from failure to provide any element of the Services as a result (either directly or indirectly) of your failure to provide Us with correct or complete instructions.

11.2 We shall not be liable for any loss or damage to any items belonging to any of the Participants unless accepted by Us for safe keeping.



11.3 In respect of legal liability for death, injury or disease suffered by any person or damage to material property each party to the Contract shall be liable for their own actions and those of their employees and contractors.

11.4 It is agreed that You and We shall obtain, maintain and provide evidence of insurance to cover our respective responsibilities (where required in respect of the Services) for:

liability for death, injury or disease sustained by any employee (including temporary staff under your/Our control or direction) for a limit of indemnity of not less than the legal minimum requirement in the country in which the employees are contracted

liability for death, injury or disease sustained by any person other than an employee, and loss of or damage to property not being property owned by or in the care custody or control of you or Us respectively, for a limit of indemnity of not less than the sum stated in the Schedule

motor and/or marine liability insurance if applicable.

such other insurances as may be required by law

insurance in respect of any property in Your or Our care custody or control as agreed between the contracting parties

11.5 Our total liability in contract, tort (including negligence other than in respect of death or personal liability or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with any event, shall be limited to the price paid by You for the Services

11.6 We shall not be liable for any claim for consequential economic or indirect loss or damage. .

11.7 We shall not be liable for any failure to perform or improper performance which is due to: your fault;

the fault of a third party unconnected with the Services which is unforeseeable or unavoidable; or Events Beyond Our Control

## **11 Risk Assessments and Activities**

12.1 Without prejudice to any rights under this Contract, where We agree with You that a risk assessment will be carried out in respect of the Services or any part of the Services it is agreed that such risk assessment shall be reviewed jointly and either party shall be entitled to remove any activities from the Services if these are considered by such party to be too high risk.

12.2 We may remove or halt an element of the Services if We reasonably consider that the conduct of any Participant may endanger the safety of any Participant or third party.

## **12 Dispute resolution**

13.1 In the event of a dispute arising out of or in connection with this Contract the Parties submit to the jurisdiction of the Courts of The Netherlands unless otherwise agreed in writing.

## **13 Entire agreement**

14.1 The Contract and these Standard Terms and Conditions set out the entire agreement between Us and supersede and prevail over all other documents, understandings, terms or arrangements (including any terms and conditions on which You customarily trade).

14.2 Subject to clause 2.4 of the Contract, no amendment or variation to the Contract shall be effective unless in writing and signed by each party.

## **14 Transfer of Rights**

15.1 You may not transfer any rights under this Contract to any other party without Our prior written agreement. We shall be under no obligation to accept any such transfer and shall be entitled to terminate this contract in accordance with clause 6.2. This clause shall not preclude or restrict Your right to sub contract the provision of services under this contract.

## **15 Severability**

16.1 If any term or provision in this Contract or these Standard Terms and Conditions and shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of this Contract shall not be affected.

## **16 Governing Law**

17.1 The Contract and these Standard Terms and Conditions are to be construed in accordance with, and governed by the laws of The Netherlands.

## **17 Passports & Visas**

18.1 Where required You must ensure that all Participants hold a valid passport/ID, obtain any necessary visas well in advance of the intended journey and comply with the relevant country's laws and health formalities before entry.



**18 Personal Injury, Sickness and Travel Insurance**

19.1 You are responsible for ensuring that all Participants are covered by appropriate travel insurance including cover for cancellation, medical expenses and repatriation expenses in the event of accident or illness affecting any Participant.

19.2 Where any Participant suffers illness, personal injury or death during the period of the provision of the Services arising out of an activity that is not part of the Services we will, at our reasonable discretion afford You and/or the Participant assistance, including advice, guidance and initial financial assistance where appropriate. If we make any such payment, You must refund this to us within one month after it is made and we may include it in the final invoice

19.3 Where the cause of any loss, damage or injury is due to our suppliers You agree to co-operate with us in any legal action we may take against them.

