



## CONDITIONS LOCAL EXPERTS AMSTERDAM

### Article 1. Definitions

Organizer: Local Experts Amsterdam

Client: The artificial or natural individual who requested organizer to perform services.

### Article 2. General stipulations

2.1 The conditions below are applicable to all agreements to be drawn up with Local Experts Amsterdam.

2.2. Variations of these conditions are only binding, when confirmed in writing by Local Experts Amsterdam management.

2.3. The nullity of one or more stipulations does not influence the validity and application of the other stipulations.

### Article 3. Reservation/ constitution of the agreement

3.1. Client fills in the reservation form shown on the organizer's website or informs the organizer in writing of the intention to make a reservation and agreement with the terms and conditions.

3.2. Local Experts will offer a once-only mutually without engagement offer. No rights can be claimed due to miscalculations or mistakes in writing, as well as mutilated offers. Changes and adjustments to the offer concerning times of departure, date and (parts of) programs will be charged with Euro 50,- because of organization and office costs.

3.3. The organizer's subsequent sending of an order confirmation and invoice, COMBINED WITH client sending back the signed order confirmation within the given time frame constitutes an agreement.

3.4. The organizer cannot guarantee the availability of the arrangements in the agreement, if the order confirmation is not sent back within the given time frame.

3.5. He, who on behalf of, or for the benefit of, a group of natural persons enters into the agreement, will be severally liable for all the obligations stemming from this agreement.

3.6. Organizer shall perform each agreement to the best of his abilities and is authorised to call in third parties for implementation of the agreement.



## Article 4. Payment

4.1. After signing the agreement and receiving the invoice, payment should be carried out within the period specified in the invoice. In any case the total amount of the invoice has to be entered on the account of Local Experts at least 7 days prior to the date of the program.

4.2. The client who does not pay in time will be legally in default without organizer having to serve notice. Organizer is authorised to cancel the agreement or to claim full payment with additional compensation for damages regarding all the agreement-related costs and additional costs such as bailiff- or debt-recovery agency costs.

4.3. If you decide to come with less participants than reserved for, there will be no deduction of money. It is allowed however that other persons participate for the originally intended.

4.4. The client who does not pay in time shall owe the organizer legal interest over the agreement sum.

## Article 5. Costs/price

### 5.1

A: For the organization and implementation of programs custom-made 15% organization/office costs will be charged with a minimum of Euro 150,- per custom-made arrangement per day.

B: Custom-made programs are considered all programs and sailing trips that are not included in the regular offer of programs made by organizer and which are done and offered by order of client, under these are also considered adjustments and additions (such as catering) on the published offer of programs of organizer.

5.2 The sum printed in the confirmation is excluding VAT.

5.3 Unless agreed otherwise, the prices published in the confirmation are valid per person, taking in consideration the minimum group price.

5.4 Costs of public transport and drinks are never included in the amount of the invoice or in the offer made unless stated otherwise.

5.5 The costs of drinks will be paid by client to the service providers concerned on the actual day of the event, if not subsequent calculation follows. This payment will be subject to a € 25 administration fee (VAT incl.)



5.6 The printed prices are based on prices and conditions at the time of drafting the program.

Organizer reserves the right to change prices prior to a reservation if required because of price adjustments by third parties, including the applicable VAT regulations.

## **Article 6. Adjustments by client**

6.1 Adjustments by the client shall be made in writing or by e-mail. Reception date shall be considered the effective adjustment date.

### Fewer participants

6.2. The number of participants can be reduced until 14 days prior to the planned event date up to a maximum of 10% of the original reservation group size. After this deadline reduction by the client is no longer possible, among other reasons, because of agreements with third parties and administrative difficulties.

6.3. Client therefore needs to expect the event costs to be as agreed earlier with organizer, even if fewer participants than planned turn up at the event.

### More participants/other adjustments

6.4 More participants or event programme changes by the client can be facilitated as far as this is feasible. In the event of higher expenses these will be billed through to the client.

6.5. In the event that more participants are present at the moment of the event(s) than known to the organizer based on the reservation, organizer will charge a retrospective bill, supplemented with extra administration expenses of € 25 (VAT included).

## **Article 7. Cancellation and Delay**

7.1 Cancellation(s) by client shall be done in dated writing. The reception date shall be considered the effective date of adjustment.

7.2. Walkingstours and cycletours: Unless agreed otherwise in writing, cancellation of, or changes to, a reservation of walkingtours and cycletours, shall result in the following sums to be billed:

- Cancellation of the full group after signing the order confirmation up until 21 days prior to the start of the program will result in a € 75 bill (VAT included).



- Cancellation within the period of 20 to 9 days prior to the start of the program will require client to pay 50% of the reservation costs with a minimum of € 75 (VAT included).

- Cancellation within a period of 8 days or less prior to the start of the event requires the client to pay 100% of the reservation costs.

7.3. Canalcruises with or without catering , arrangements in wich the services of third parties are included: In the case of cancellation after the agreement has come into force the Client is liable to make payment of the following percentages of the full invoiced amount:

- more than 8 weeks before the agreed upon date until implementation of the agreement: 10%

- between 8-4 weeks before the agreed upon date until implementation of the agreement: 20%

- between 4-2 weeks before the agreed upon date until implementation of the agreement: 33%

- between 2-1 weeks before the agreed upon date until implementation of the agreement: 50%

- between 7-2 days before the agreed upon date until implementation of the agreement: 75%

- within 48 hours before the agreed upon date until implementation of the agreement: 100%.

7.4 When cancelling after having made a definitive confirmation, the Client will in all cases be required to pay€ 25.00 administration costs.

7.5 The customer may reduce the number of participants within a margin of 10% up to 8 days prior to the agreed upon date of the services being provided without any charge being imposed by submitting a written request, unless agreed upon otherwise. When reducing the number of participants by more than 10% the cancellation provisions apply, as stated in Article 7.3

7.6 Should the Client and the people invited to participate not be present at the time and date agreed upon with Local Experts Amsterdam, the subsequent additional costs incurred by Local Experts Amsterdam will be charged to the Client. In such circumstance this does not prejudice the right of Local Experts Amsterdam to cancel the activity, thus bringing into effect the appropriate percentages stated in Article 7.3



## **Article 8. Changes/ Cancellation by the organizer**

8.1. In the event the organizer by circumstances resulting from his own management, fails to have the program take place, or adjustments need to be made, the organizer has an obligation to inform the client as soon as possible.

8.2. In case organizer is not able to have the reservation take place, the organizer will forthwith reimburse the paid reservation sum (be it paid in full or in part). Organizer is not required to pay other compensation or expenses.

## **Article 9. Force Majeure**

9.1 In the event of force majeure organizer has the right to suspend implementation of the agreement, or to partly or completely cancel the agreement, without the right for client to claim compensation for damages, expenses or interest. In case of force majeure, organizer shall inform the participant forthwith and try to offer an alternative, satisfactory to both parties.

9.2. Included in force majeure, without any restrictions are: industrial action, death, fire, transportation, obstruction, molestation, sickness, and in general all unforeseen circumstances as a consequence of which implementation of the agreement by organizer cannot be expected anymore.

## **Article 10. Damage by participant(s)**

10.1. Any participant in a particular activity causing actual nuisance or trouble or likely to cause nuisance or trouble, to the extent that the event (workshop, arrangement, dinner, tour etc.) is hindered considerably, will be excluded from the event by the organizer's coordinator.

10.2. All costs resulting from the nuisance and exclusion of the participant will be charged to the participant, if and as far as the consequences of the nuisance can be attributed to him/her. Organizer reserves the right to claim any damages caused by the participant, at the expense of the participant or client.

10.3 The participant is responsible for damage to the bicycles.



## **Article 11. Restriction of liability of organizer**

11.1. Organizer is not responsible for any damage or harm to participants of the event, unless demonstrable intent or gross negligence from the organizer's part is evident.

11.2 Organizer is not responsible for damage to participants as a consequence of delays, mechanical failure, weather circumstances, natural influences, industrial action, sickness or any other force majeure situation.

11.3. Organizer is not responsible for actions and influences of third parties not directly involved in implementation of the agreement; circumstances which cannot be blamed on the organizer and which, pursuant to Dutch law or socially accepted standards, cannot be held to the account of organizer.

11.4. Local Experts Amsterdam does not accept responsibility for damage or harm during the use of (rented) bikes.

## **Article 12. Publications**

12.1. Organizer accepts no responsibility for information, photos, brochures and other promotional materials distributed by third parties.

12.2. Printing errors and/or apparent mistakes in publications of, or on behalf of the organizer are not binding to organizer. The organizer's offer made in publications is without obligations and can be recalled if need arises.

## **Article 13. Complaints**

13.1 The efforts and care of the organizer notwithstanding it is always possible that the client has a complaint. This complaint needs to be filed directly at the guide present or at Local Experts Amsterdam, on the day of the event, in order for matters to be taken care of to the satisfaction of the client.

If it is not possible for organizer to resolve the complaint at the moment of the event, the written notification and motivation of the complaint must be filed at Local Experts Amsterdam within a week after the program date .

## **Article 14. Applicable law**

14.1. Dutch law is applicable to the agreement between organizer and client.