

# General Terms and Conditions of Teambuilding4Teams

product name and brand of Team4Teams.

## ARTICLE 1 DEFINITIONS

Team4Teams is an organisation specialising in supervising teams, registered with the Chamber of Commerce under number 56716303, with VAT number NL094420403B01.

1.1 In these General Terms and Conditions, the following terms are defined as stated below:

- a) User: the User of the General Terms and Conditions, being Team4Teams.
  - b) Client: the other party to the User.
  - c) Activity: all exercises, individual and team assignments, outdoor sports, indoor and outdoor activities, meeting breakers, sports and recreational activities in which the participant takes part, also makes part of a group and uses muscle power, both indoors and outdoors.
  - d) Package deal: a service or activity or combination of services and/or activities offered or organised in a professional or commercial capacity by the User, and also the provision of facilities. These services, activities and/or facilities may include the rental or sale of material, provision of transport and/or activities, provision of overnight accommodation, provision of instructions and supervision or arrangement of supervision of a programme of activities. Supervised package deals or supervised activities are taken to mean: package deals or activities that are accompanied by a representative of the User. Package deals also include meeting breakers, workshops, lectures, clinics, trainings, team coaching and master classes with or without open registration that are provided by the User.
  - e) One-day package deal: a service or activity, or a combination of services or activities offered by the User, which does not last longer than 24 hours in total and does not include an overnight stay and comprises at least 30 minutes.
  - f) Multi-day package deal: a service or activity or a combination of services and activities offered by the User and that lasts longer than 24 hours in total and in any case includes one overnight stay.
  - g) Agreement: the Agreement under which the User undertakes to provide a Client with a package deal and/or activity and under which the Client pays the User the agreed amount.
  - h) Start and end:
    - a. The Client or participant in a package deal shall at all times arrange their own transport to and from the location and/or accommodation. This shall be at the risk and expense of the client or the participant;
    - b. Start: the time specified as such on the day of arrival at the (first) accommodation or the time from which the accommodation is made available in accordance with the agreement.
    - c. End: the time specified as such on the (last) day of the programme or as much earlier as the activities end or the latest time at which the Client or participant are to leave the accommodation.
    - d. The User shall inform the Client in writing of the start and end dates and times, at least one week prior to commencement of the activity.
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i) Agreed amount: the sum of the price of the package deal, the activities or services provided by the User, the premium and policy costs for any insurance effected.

## **ARTICLE 2 APPLICABILITY OF THESE TERMS AND CONDITIONS**

2.1 These General Terms and Conditions shall apply to all offers and agreements between the User and a Client to which the User has declared these Terms and Conditions applicable, insofar as these Terms and Conditions have not been explicitly deviated from by the parties in writing.

2.2. These Terms and Conditions shall also apply to all agreements with the User, the performance of which requires the engagement of third parties.

2.3 The Client accepts the applicability of these Terms and Conditions by entering into an agreement with the User or by actual participation in a package deal or activity of the User or by paying the fee due.

## **ARTICLE 3 OFFERS**

3.1 All our offers shall be without obligation, unless a term for acceptance is stated in the offer.

3.2 All offers made by the User shall be without obligation and are valid for 30 days, unless otherwise indicated. The User shall only be bound to an offer if acceptance thereof is confirmed in writing by the other party within 30 days.

3.3 The prices in the said offers shall be exclusive of VAT, unless otherwise indicated.

## **ARTICLE 4 FORMATION AND CONTENTS OF THE AGREEMENT**

4.1 The contents of the Agreement are partly determined by information in the User's publications of the current season. The User shall specify herein the activities that are included, the minimum number of participants required for the activity to proceed and the amount or percentage that must be paid in advance. Obvious errors and mistakes in a publication of the User shall not be binding. The User may not be held liable for material published under the responsibility of third parties.

4.2 The Client is obliged to inform the User of all personal circumstances regarding themselves and/or of those on whose behalf they enter into the Agreement, before or no later than upon conclusion of the Agreement, insofar as they may affect the proper performance of the package deal. This requirement shall apply in particular to all relevant medical and conditional details.

4.3 If required, the Client may state preferences. Where possible, the User will endeavour to take this into account.

4.4 He who enters into an Agreement with the User on behalf of a third party, shall be severally liable to the User for all obligations arising from that Agreement.

4.5 The Client and the Participant shall be required to present a valid ID upon first request of the User.

## **ARTICLE 5 PERFORMANCE OF THE AGREEMENT**

5.1 The User shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

5.2 If and insofar as proper performance of the Agreement so requires, the User shall have the right to have work performed by third parties.

5.3 The Client shall ensure that all data of which the User indicates that these are necessary or for which the Client can reasonably understand that these are necessary for the performance of the Agreement, will be provided to the User in a timely manner. If the information required for the implementation of the Agreement is not provided to the User in a timely manner, the User shall have the right to suspend performance of the Agreement and/or charge any additional costs resulting from the delay to the Client according to the usual rates.

5.4 The User shall not be liable for damage, of whatever nature, if the User proceeded on the basis of inaccurate and/or incomplete information provided by the Client, unless the User should have been aware of such inaccuracy or incompleteness.

#### **ARTICLE 6 AMENDMENTS BY THE CLIENT**

6.1 If desired, the Agreement may be amended prior to the performance date. However, not within 21 days prior to performance of the Agreement. In case of amendments, the parties will consult with each other in a timely manner to amend the Agreement accordingly. In case of changes in date and/or location, any cancellation costs of the accommodation shall be at the expense of the Client, without prejudice to any additional costs resulting from the change.

6.2 If the parties agree that the Agreement is to be amended or supplemented, the moment of its performance may be affected as a result. The User shall inform the Client thereof as soon as possible.

6.3 If the amendment or supplement to the Agreement has financial and/or qualitative consequences, the User shall inform the Client thereof in advance.

6.4 If a fixed fee has been agreed upon, the User shall indicate the extent to which the amendment or supplement to the Agreement exceeds said fee as a result.

6.5 In derogation from 6.3, the User may not charge any additional costs if the amendment or supplement to the Agreement is the result of circumstances attributable to the User.

#### **ARTICLE 7 CANCELLATION BY THE CLIENT**

7.1 If the Client or one of the participants of the Client is unexpectedly prevented from an open registration, the Client or participant may always be replaced by anyone, provided this has been communicated to the User 24 hours beforehand. If participation is to be subject to eligibility criteria, permission must have been granted for this by the User, at least two business days prior to commencement. The User shall reserve the right to refuse the replacement access to the meeting if admission criteria have been published in respect of this, which the replacement cannot or can no longer meet. In that case, the Client is (still) required to pay the monies and shall not receive a refund of monies already paid. Cancellation may only occur in writing, up to three weeks before commencement of the activity or package deal.

7.2 The Client is advised to effect a cancellation insurance, accident insurance and/or travel insurance.

7.3 The Client may only cancel the Agreement by means of a registered letter addressed to the User. The date of receipt of the letter by the User is considered the cancellation date.

7.4 In the event of cancellation by the Client, the Client shall owe the User at least the following:

- a. between 90 days and 30 days prior to commencement: 10% of the package deal price

- b. between 30 days and 7 days prior to commencement: 30% of the package deal price plus any cancellation costs for the accommodation between 7 days and commencement: 100% of the package deal price.
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## **ARTICLE 8 AMENDMENTS BY THE USER**

8.1 Based on necessary and serious circumstances to be immediately communicated to the Client, the User shall have the right to amend the contents of the offered package deal and/or activity. If possible, the User will offer the Client an alternative that affects the specific character and the nature of the package deal or the activity as little as possible and that fits within the agreed budget of the Client, and shall communicate this immediately.

8.2 The Client may reject the amendment within the meaning of article 8.1, if the alternative has a fundamentally different character to what was originally agreed or the amendment is otherwise significantly prejudicial to the Client. If the Client rejects the amendment, this must be communicated to the User as soon as possible. In that case, the Client shall have the option to terminate the Agreement, and entitled to a full refund of monies already paid or part of the amount that relates to the elements of the package deal not yet performed.

8.3 In principle, the package deal or the activity shall take place even in bad weather unless other written agreements have been made in advance. In case of bad weather, the User will endeavour to amend the programme to limit inconvenience to participants. Indoor activities shall go ahead in any case. Outdoor activities may be cancelled by the Client without incurring any additional charge up to 24 hours before commencement of the package deal, if, in the opinion of the User, proceeding with the activity is not meaningful or the activity cannot be carried out due to safety concerns, among other things.

8.4 Implementation of what has been agreed depends on local (weather) conditions. Participants in package deals or activities that are not supervised by the User are responsible for a change in the programme if the situation so requires.

## **ARTICLE 9 TERMINATION BY THE USER**

9.1 The User shall have the right to terminate the Agreement 10 days before the Agreement enters into force if the number of registrations is smaller than the previously published minimum number of participants.

9.2 The User shall at all times have the right to terminate the Agreement in the event of serious unforeseen circumstances that cannot be remedied or avoided such as war, civil war, (the threat of) terrorism, political unrest, natural disasters, food shortages, general strikes, weather conditions etc. The User is obliged to inform the Client without delay, giving reasons for termination.

9.3 Upon termination by the User due to circumstances set out in 9.2 before the start of the package deal or the activity, the Client shall be entitled to a full refund of the monies paid. The User shall make every effort to provide the Client with a package deal or activity of comparable quality, if possible during the same period.

9.4 If the User decides to suspend a package deal or activity already in progress due to circumstances set out in 9.2, the User shall be obliged to make every effort to ensure a safe return of the participant. Any additional costs shall be borne by the participant. If the User saves considerable costs as a result of a premature return, the participant shall be entitled to his part.

9.5 The User's claims against the Client shall be immediately due and payable in the following cases:

- a. Following conclusion of the Agreement, the User learns of circumstances which give the User good reason to fear that the Client may not be able to fulfil its obligations;

- b. If the User, upon conclusion of the Agreement, has requested the Client to provide security for the fulfilment of its obligations and such security is not forthcoming or is insufficient.

9.6 Serious shortcomings in the performance of the Agreement by the Client or participant(s), such as improper use of materials made available, shall give the User the right to immediately suspend or terminate its obligations, in particular recovery of the materials it has made available and/or cessation of its activities. In that case, the User may terminate the Agreement by means of a verbal statement to the Client or participant, provided it is followed by a written statement to the Client or participant. The User shall be entitled to full compensation for all costs and damages by the Client and/or participant.

#### **ARTICLE 10 OBLIGATIONS OF THE USER**

10.1 The User is obliged to perform the Agreement in accordance with the expectations the Client could reasonably have based on the Agreement or publications of the User. Depending on the circumstances, the User shall be required to lend assistance and support to the participant if the package deal or activity does not meet the expectations the latter may reasonably have. If the cause is attributable to the Client, the User is required to lend assistance and support insofar as this may be reasonably required of them. In that case, any costs of assistance and support provided shall be borne by the Client.

10.2 The extent to which the Agreement is properly performed must be partly assessed on the basis of the customs and limitations of the country and the location where the activities take place, on the basis of the sports-related or adventurous nature of the activity and on the basis of the amount of the Agreement.

10.3 The User is obliged to effect suitable liability insurance with due observance of the risks associated with the package deals offered.

#### **ARTICLE 11 OBLIGATIONS OF THE CLIENT OR PARTICIPANT**

11.1 The Client is obliged to inform the User of all personal circumstances of themselves and/or of those on whose behalf they enter into the Agreement, upon conclusion of the Agreement, insofar as they may affect proper performance of the package deal. This requirement shall apply in particular to all relevant medical and conditional details. Each participant in activities in or on water, not including round trips, must be in possession of an acknowledged swimming certificate or must have informed the User beforehand in case of absence of such a certificate.

11.2 The participant is obliged to observe all instructions of the User in order to promote proper performance of the Agreement.

11.3 The participant is obliged to use the provided material in a manner designated by its nature and the Agreement. The participant must report and record any defects upon receipt of the material. The participant may not make changes to the material or make it available to third parties without the permission of the User. The participant shall inform the User of the damage or loss of materials, as soon as possible but no later than upon expiry of the Agreement. Prior permission of the User is required for a repair order. Upon expiry of the Agreement, the participant will transfer the material made available to a representative of the User at the pre-arranged location, and in the condition in which the participant received it, and as clean as possible. If necessary, the User shall be entitled to charge the Client and/or participant any additional costs incurred for cleaning, searches, transport and storage of materials, reporting missing persons and the like.

11.4 The participant causing nuisance or inconvenience to such a degree as to strongly impede or possibly impede the proper performance of the package deal or activity, who compromises the safety of

themselves or that of others or acts in an irresponsible manner with regard to nature and the environment, may be excluded from (further) participation in the package deal or activity by the User or his representative. Any ensuing additional costs shall be borne by the excluded participant or the Client who is responsible for participation of this participant.

11.5 If the participant deviates from the recommended route or the recommended time or travel schedule and incurs additional costs as a result, such costs shall be borne by the participant.

11.6 The User reserves the right to use photographic or other recordings made during the package deal or activities for promotional purposes. Objections in respect of this must be submitted in writing within 14 days after the recordings are made.

11.7 If the participant who has not yet reached the age of 17 is not accompanied by at least one adult, the participant must provide the User with a statement of no objection signed by his/her legal representative or this legal representative is to co-sign the registration form or Agreement.

11.8 The participant is and remains responsible for assessing whether he/she is sufficiently fit to partake in the relevant activities.

## **ARTICLE 12 LIABILITY OF THE USER**

12.1 Participation in package deals and/or activities is at the risk of the Client and/or participant. Except in the case of intent or gross negligence of the User, the User is not liable for any damages, including consequential damages, the Client and/or participant suffer(s) as a result of accidents occurring during the package deals and/or activities, except to the extent to which exclusion of liability may not be permitted by law.

12.2 The User shall only be liable for damages arising from a material defect in the facilities it has provided if this material defect can be attributed to the User, unless the defect is not attributable to its fault and will not be for its account pursuant to the law, legal act or generally accepted practice.

12.3 In any event, the User shall not be liable for damages resulting from:

- a. intentional or unintentional assigning or causing to assign a participant to the wrong category within the meaning of Article 4 and/or if the participant fails to comply with one or more safety regulations and/or his or her condition, within the meaning of Article 4 was not sufficient to partake in the relevant activity.
- b. actions and influences of third parties not directly involved in the performance of the Agreement;
- c. circumstances not attributable to the fault of the User, which cannot be reasonably attributed to the User pursuant to Dutch law or prevailing standards.

12.4 The exclusions and/or limitations of liability contained in this article shall also apply to employees and other representatives of the User, the agency and relevant service providers and their staff, unless the law stipulates otherwise.

12.5 If, during the performance of a package deal an event unexpectedly occurs, resulting in liability of the User, such liability shall be limited to the amount or amounts the User is entitled to under the liability insurance taken out by the User, plus the deductible of the User under said liability insurance.

## **ARTICLE 13 LIABILITY OF THE CLIENT OR PARTICIPANT**

13.1 The participant and/or Client shall be liable to the User for damages or any other loss caused by acting or failing to act by themselves, or by his "authorised" third parties.

## **ARTICLE 14 PAYMENT**

14.1 Payment must be made no later than 14 days before the start of the package deal or activity, unless otherwise recorded in writing in the Agreement.

14.2 If the Agreement is concluded more than 14 days before said start and the amount of the agreement exceeds € 250, the Client shall have the right to pay in two instalments. The first instalment (deposit) shall be at least 10% of the amount of the Agreement and must be paid within eight days after the conclusion of the Agreement. The second instalment is the remainder of the amount of the Agreement and must be paid at least 14 days before said start.

14.3 If the Agreement is concluded within 14 days before the start, the Client is obliged to pay the full amount at once within 1 week after the Agreement is signed, unless expressly agreed otherwise in writing. If the Agreement is concluded within 72 hours before the start, the Client must pay the amount immediately via online banking, so that on the day of the activity or package deal it is evident that payment has been made, or pay the amount in cash at the location of the activity or package deal.

14.4 In the event of liquidation, bankruptcy or a suspension of payments of the Client, the claims of the User and the obligations of the Client towards the User will become immediately due and payable.

14.5 The Client who fails to pay or fails to pay in time, shall be owing the User extrajudicial costs and statutory interest in accordance with current applicable amounts and rates.

## **ARTICLE 15 PRICE**

15.1 The User that offers standard activities or package deals to individuals or groups, annually publishes a list of the offered package deals and activities, including corresponding prices, before the start of the season. Upon request of the Client, the User shall submit an offer for a package deal agreed in consultation. The User is free to temporarily offer package deals or activities at a special rate.

15.2 The price listed in publications applies in principle per person, unless expressly stated otherwise. This price includes only the services and facilities described in the publication.

15.3 If the User decides to increase the price, the Client shall have the right to reject the price change. The Client is to notify the User of its decision, as soon as possible.

15.4 If the Agreement is concluded on behalf of a group, the User shall charge the cost for the registered number of participants and/or materials, unless agreed otherwise.

15.5 At the start of the package deal or an activity the User may require a security or deposit from the Client. This shall be refunded upon expiry of the Agreement after deduction of all that the Client owes the User under the Agreement.

## **ARTICLE 16 COMPLAINTS**

16.1 If the participant discovers a shortcoming in the performance of the Agreement, they shall report this to the User and the relevant service provider, as quickly as possible, so that (together) they can find an appropriate solution. If the shortcoming is not resolved within a reasonable period and affects the quality of the package deal or activity, it must be reported to the User or his representative on site, as



soon as possible. Any related communication costs will be reimbursed by the User, unless it is apparent that these did not reasonably need to be incurred (in this way).

16.2 If the complaint is not satisfactorily resolved on site, it may be submitted in writing, stating reasons, to the User, within 14 days after performance of the package deal or activity. If the package deal or activity was cancelled, a term of one month after the original start date shall apply.

16.3 Any agreement on any basis whatsoever, including any right to terminate the Agreement, shall expire in case of late notice but in any case after one year after performance of the package deal or activity or, if the package deal or activity was cancelled, one year after the original start date.

#### **ARTICLE 17 APPLICABLE LAW**

Any agreement between the User and the Client shall be governed by Dutch law.

#### **ARTICLE 18 DISPUTE RESOLUTION**

The court in the User's place of establishment has exclusive competent jurisdiction to take cognisance of any disputes, unless such competence is vested in the District Court. The User may, however, bring the other party before the court authorised by law.

#### **ARTICLE 19 AMENDMENT TO THESE TERMS AND CONDITIONS**

Applicable is always the last version or the version that was applicable at the time of conclusion of this Agreement.

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