

## TERMS AND CONDITIONS: TheDutchGuide™

### Article 1

General Organizer: TheDutchGuide™

Participant: A participant means: any (legal) person the “TheDutchGuide™” has concluded in a booking.

### Article 2. Agreement

2.1

Customer sends an email or letter to “TheDutchGuide™” to let him know they want to make a reservation and agrees with the terms and conditions

2.2.

The organizer then sends a confirmation to the customer by e-mail confirming the order confirmation on his part, an agreement has been reached .

2.3.

Organizer performs any agreement to the best and is authorized by and for enabling the implementation of a third in .

### Article 3. Payment

3.1

Upon receipt of the invoice we ask you to pay 10% of the total amount via bank transfer. this has to be done within 14 day upon receiving the invoice. The balance (remaining amount) must be paid (in cash) at the start of the tour.

3.2

If you have a smaller group than for which reserved the amount is not deducted.

3.2

TheDutchGuide™ is part of a company called DaNoTech™, the invoices we send have to be paid to DaNoTech™.

### Article 4. Cost / Price

4.1

The confirmation published price is inclusive of VAT , unless explicitly stated otherwise.

4.2

The invoice or quotation never include the cost of drinks and other consumption, unless explicitly stated otherwise. Also admission fees are not included.

4.3.

The published prices are based on prices and conditions as they were known during the drafting of the program. Promoter reserves the right to pre- booking to change the price if warranted by third party price adjustments, including bicycle rental and / or car rental.

### *Article 5. Amendment (s) by the customer*

5.1.

Changes by the customer must be in writing or by email. The date of receipt shall be deemed modification date.

5.2 .

Reducing the number of participants is possible until eight days prior to the planned event date by a maximum of 10% reservation group . Within this deadline reduction by the customer is no longer possible , including in connection with agreements with third parties , and administration.

5.3 .

The customer must therefore take into account the program costs as agreed earlier with organizer , although there appear to be fewer participants than planned in the program.

5.4.

Increase in the number of participants or modification may be provided by the customer in the event program and to the extent possible. In the case of higher expenses these will be passed on to the customer.

### *Article 6. Cancellation by the client and / or changes in the booking ( in time and / or date)*

6.1.

Cancellation (s ) by the customer must be made in writing or by email and dated. The date of receipt shall be deemed modification date.

6.2.

In case of cancellation the following charges will be charged , unless otherwise agreed:

- A to 21 days before the start of the program is Euro 75, - . Including VAT will be charged.
- B in the 20 days to 9 days period before the start of the program, the customer is required to pay 50% of the booking amount with a minimum of Euro 75, - including VAT.
- C within 8 days before the scheduled date : 100% of the total sum.

### *Article 7. Force Majeure*

7.1.

In case of force TheDutchGuide™ has the right to suspend the execution of the contract or to terminate the contract in whole or in part , without the participant to appeal to any right to compensation of damage, costs or interest may assert. The organizer will the participant immediately notify all cases of force majeure and try to offer an alternative, satisfactory to both parties.

7.2.

Force majeure: strikes, death , fire , acts of war , generally unforeseen circumstances due to which compliance with the agreement can not be reasonably expected more of the organizer.

### *Section 8. Limitation of Liability organizer*

8.1.

TheDutchGuide™ accepts no liability for damage resulting from or death, injury , accidents, hurt , loss or theft caused to or by the participant (s) during or as a result of the activity , unless there is intent and / or gross negligence of ( employees of ) TheDutchGuide™ .

8.2 .

TheDutchGuide™ can not be held liable for losses incurred by participants as a result of delays, accidents , mechanical failure , weather conditions , natural influences , strikes , sickness or any other force majeure situation .

8.3.

TheDutchGuide™ can not be held liable for acts and influences not directly in the execution of the contract parties involved ; circumstances that are not due to the fault of TheDutchGuide™ and that can not be reasonably attributed to TheDutchGuide™ under Dutch law or the norms prevailing in society .

8.4.

TheDutchGuide™ assumes no liability for injury or damage while using the rental bikes .

### *Article 9. Applicable law and disputes*

All reservations and bookings are governed by Dutch law

Amsterdam , February 2015