

## VeBON Terms and Conditions

### For activities

These terms and conditions are effective from 1 January 2012 for agreements that have been concluded on or after that date.

#### Article 1: Definitions

In these terms and conditions and the applicable agreement the following expressions have the meanings stated:

**1. Outdoor sports:** all sporting or recreational outdoor sports which can be participated in under supervision or with prior instruction, and where physical exertion and an exciting experience chiefly play a role, both indoors and outdoors; Also motorised if not intended as public transport.

**2. Package deal:** A service or activity or a combination of services and activities, as well as the provision of facilities, organised or offered in a professional or commercial capacity by the entrepreneur. These services, activities or facilities may consist of the rental or sale of materials, the provision of transport or activities, the provision of overnight accommodation, the giving of instruction and the supervision or the arrangement of the supervision of a programme or parts of a programme of activities. Supervised package deals or supervised activities are taken to mean: package deals or activities that are supervised by a representative of the entrepreneur.

**3. Service:** all actions in preparation or support of the implementation of outdoor sports. These are taken to mean, among other things, the rental or sale of material, the provision of transport, the provision of accommodation, the giving of instruction and the supervision or the arrangement of the supervision of the outdoor sports or parts of the outdoor sports.

**4. Activity:** an outdoor sport or service or a combination of outdoor sport and service organised or offered in a professional or commercial capacity by the entrepreneur;

**5. Supervised activities:** activities that are supervised by the entrepreneur or a representative of the entrepreneur;

**6. One-day activity:** an activity offered by the entrepreneur and that does not last longer than 24 hours in total and that does not include an overnight stay;

**7. Multi-day activity:** an activity offered by an entrepreneur and that lasts longer than 24 hours in total or which includes an overnight stay;

**8. One-day package deal:** A service or activity, or a combination of services or activities offered by an entrepreneur and that does not last longer than 24 hours in total and which does not include an overnight stay and comprises at least one half-day.

**9. Multi-day package deal:** A service or activity or a combination of services and

activities offered by an entrepreneur and that lasts longer than 24 hours in total and which in any case includes an overnight stay.

**10. Entrepreneur** the person who, in the pursuance of his profession or the operation of his business, offers activities or materials;

**Representative of the entrepreneur:** the person who acts on behalf of the entrepreneur;

**11. Contracting party:** any natural person or legal person who enters into an agreement on his own behalf or on behalf of third parties with the entrepreneur.

**12. Participant:** any natural person who actually participates in or makes use of a package deal and/or activity;

**13. Agreement:** agreement between the entrepreneur and the contracting party with regard to a package deal or activity;

**14. The agreement** shall be regarded as a travel agreement if the entrepreneur undertakes to provide an organised trip, offered by him in advance, which comprises an overnight stay or a period of more than 24 hours as well as at least two of the following services: 1) transport, 2) accommodation, and 3) another tourist service not connected with transport or accommodation that constitutes a significant part of the package deal.

**15. Agreed price:** the fee paid by the contracting party for the activity; in this case it must be stated in writing what is included in the price;

**16. Information:** written /electronic information about the activity

**17. Cancellation:** the termination of the agreement in writing by the contracting party, before the start of the activity.

#### Article 2: Scope of application

1. These terms and conditions are applicable to all tenders, offers and agreements made by or on behalf of the entrepreneur, unless there is a deviation in these conditions expressly stated in the agreement in writing.

2. The terms and conditions are known by both parties upon entering into the agreement. The contracting party accepts the applicability of these terms and conditions by entering into an agreement with the entrepreneur or actual participation in an activity or by paying the agreed price or a part of it.

3. In the event of conflict between these terms and conditions and the general terms and conditions of the contracting party, the terms and conditions of the entrepreneur prevail. This does not alter the fact that the contracting party and the entrepreneur may make individual supplementary written arrangements in which departure can be made from these terms and conditions in favour of the contracting party and/or the participant.

4. The entrepreneur is only bound to the agreement and/or changes to this and/or supplements to this, if the contracting party has accepted this in writing.

#### Article 3: Price change

Should extra costs be incurred after determination of the agreed price, through an increased burden on the part of the entrepreneur, as a result of a change in expenses and/or levies that directly concern the activity or the participant and/or the contracting party, these can be passed on to the contracting party, also after the conclusion of the agreement.

#### Article 4: Payment

1. The contracting party shall make the payments in Euros, in compliance with the agreed time limits set by the company, unless otherwise agreed and recorded in writing.

2. Should the contracting party, in spite of prior written notice, fail to comply properly within a period of two weeks after the written notice, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudicing the right of the entrepreneur to full payment of the agreed price.

3. Should the entrepreneur not be in possession of the total amount due on the day of commencement of the activity, he has the right to deny the participant participation in the activity, without prejudicing the right of the entrepreneur to full payment of the agreed price.

4. The extrajudicial costs reasonably incurred by the entrepreneur after a notice of default shall be charged to the contracting party. Should the total amount not be settled in time, then, following a written demand, the statutory fixed interest rate on the outstanding amount shall be charged.

5. The right of the contracting party to offset his debts with the entrepreneur is explicitly out of the question unless the entrepreneur has gone bankrupt.

6. The total amount owed for payment is immediately due and payable if:

- a payment term has been exceeded
- the contracting party is bankrupt or has been granted a moratorium
- the contracting party or his company has been dissolved
- the contracting party as a natural person has gone into receivership or dies

#### Article 5: Cancellation

1. In the event of cancellation the contracting party shall pay a fee to the entrepreneur. This amounts to:

- In the event of cancellation more than 2 months prior to the activity or activities, the contracting party is bound to pay the entrepreneur at least 15% of the value of the reservation.
- In the event of cancellation more than 1 month prior to the activity or activities, the contracting party is bound to pay the entrepreneur 35% of the value of the reservation.
- In the event of cancellation more than 14 days prior to the activity or activities, the contracting party is bound to pay the entrepreneur 60% of the value of the reservation.
- In the event of cancellation more than 7 days prior to the activity or activities, the contracting party is bound to pay the entrepreneur 85% of the value of the reservation.
- In the event of cancellation 7 days or less prior to the activity or activities, the

contracting party is bound to pay the entrepreneur 100% of the value of the reservation.

2.The fee shall be refunded on a proportional basis following deduction of administration costs, if the same activity is reserved by a third party for the same period of time on the recommendation of the contracting party and with the written consent of the entrepreneur.

#### **Article 6: Premature departure by the participant**

In the event of premature departure by the participant, the contracting party is liable to pay the full price of the agreed activity.

#### **Article 7: Obligations of the contracting party**

1.The contracting party shall ensure that the participants comply with the code of conduct and company rules laid down by the entrepreneur.

2.In the case of an activity abroad, the contracting party shall ensure that the participants are in possession of all documents required by the country of destination or the countries travelled through, such as a valid passport or identity card, or a visa or proof of vaccination etc. Should the participant be unable to take part in the activity or a part of it because of the lack of a necessary document, the entrepreneur is not liable.

3.The entrepreneur retains the right to use photographic or other recordings taken during the package deal or activity for promotional purposes. Objection to this should be submitted in writing within 14 days after the recording.

4.The consumption of alcohol prior to and during the activity is forbidden with the exception of activities such as tastings. This should then be the last activity to be carried out.

#### **Article 8: Premature termination by the entrepreneur**

1.The entrepreneur can terminate the agreement with immediate effect: if the contracting party or participant does not comply or properly comply, in spite of prior warning, with the obligations in the agreement, the information corresponding to it and/or government regulations, to such an extent that according to the standards of reasonableness and fairness, it should not be required of the entrepreneur to continue with the activity or participation in the activity.

2.The entrepreneur can exclude a participant from further participation in the activity and can terminate the agreement in respect of this participant if the participant, in spite of prior warning, causes a nuisance to the entrepreneur and/ or co-participants, or endangers his safety and/or that of others, or acts in an irresponsible manner with regard to the natural surroundings and the environment, or ruins the pleasant atmosphere on or in the direct surroundings of the activity.

3.All extra costs arising from this shall be charged to the contracting party.

4.If the entrepreneur or representative wishes to make a premature termination, he must inform the participant personally and

should at the same time notify the contracting party of this.

5.The contracting party is bound in principle to pay the agreed price.

#### **Article 9: Change in the agreement**

1.Should the entrepreneur proceed to change the content of the agreement, at the request of the contracting party, then the entrepreneur has the right to charge for the extra costs.

2.It can also be said that there is a change in the agreement if information supplied by the contracting party is not in accordance with reality.

3.If the entrepreneur proceeds to change the agreement, he shall offer the contracting party an alternative. If the contracting party rejects this alternative then he should inform the entrepreneur of this without delay. In this case, the contracting party has the right to a full reimbursement of money already paid with regard to parts of the activity that have not been enjoyed.

4.A participant who is prevented from participating in the activity can - with the consent of the contracting party and the entrepreneur - be substituted by another person under the following conditions:

- a. the substitute must satisfy all the terms and conditions connected with the agreement,
- b. the request for replacement should be submitted in writing to the entrepreneur not later than 7 days before the start of the activity,
- c. the conditions of the service providers involved in the implementation of the activity shall not oppose the replacement.

#### **Article 10: Unfeasibility of the agreement**

1. The entrepreneur has the right to suspend an agreement or to terminate it in the case of serious unforeseen circumstances that cannot be remedied or avoided such as war, civil war, terrorism, political unrest, natural disasters, food shortages, general strikes, weather conditions etc. The entrepreneur is obliged to inform the contracting party without delay, giving reasons for the termination.

2.The entrepreneur has the right to terminate the agreement, wholly or in part, if the physical condition of the participant, in the opinion of the entrepreneur, makes him unsuitable to take part or any further part in the activity.

3. The entrepreneur has the right to terminate or suspend the agreement if there are not enough participants for a group activity.

4.If fulfilment remains impossible, the agreement can be terminated in respect of that part that has not been fulfilled. Neither of the two parties has in that case a right to compensation for loss suffered as a result of the termination.

#### **Article 11: Complaints**

1.If the participant discovers a shortcoming in the implementation of the agreement, he shall report this as quickly as possible so that an appropriate solution can be found.

2.If the complaint is not satisfactorily resolved on the site, the contracting party can make this known to the entrepreneur in

writing, supported by reasons, within 14 days at the most after the end of the activity.

#### **Article 12: Liability**

1.The statutory liability of the entrepreneur for other than personal injury and loss of dependency is limited to a maximum according to the current VeBON standards per incident. The entrepreneur is obliged to insure himself for this.

2.The entrepreneur is not liable for an accident, theft or damage unless this is the result of a shortcoming that can be attributed to the entrepreneur.

3.The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.

4.The contracting party is liable, with respect to the entrepreneur, for damage caused by something the participant has done or not done to the extent that the damage concerned can be attributed to him.

5.The entrepreneur is obliged to take appropriate measures following a report from the participant about nuisance caused by other participants. At the same time, the entrepreneur should offer his participants travel/accident insurance.

6.The participant is and remains responsible for assessing whether he/she is in good enough condition to take part in the activities concerned.

#### **Article 13: Legislation and regulations**

1.The entrepreneur ensures at all times that the activity meets all environmental and safety standards as required or could be required by government authorities in respect of the activity.

2.The participant is obliged to comply strictly with all safety regulations applicable to the activity.

3.Dutch law applies to this agreement.

#### **Article 14: Applicability**

All affiliated members of the Outdoor Sports Association (Vereniging van Buitensport (VeBON)) are obliged to declare the applicability of these terms and conditions on all agreements concerning activities with effect from 1 January 2012.

**Disclaimer:** In the event of conflicting interpretations of the Dutch and English texts of these terms and conditions, the Dutch text and Dutch law will prevail.