

## Terms & Conditions of Service - Oosterom Events

### Definitions

**Order:** The order consists of the agreement between the client and the service provider and/or Oosterom Events te Weesp (CoC Amsterdam 81538987), hereafter to be called Oosterom Events, in which Oosterom Events commits itself to the client providing services in the area of event & project management, in the broadest sense of the word.

**Service provider:** The carrier, hotelier, travel/activity organizer, host/guide, catering industry venue, A/V provider, technology platform and/or other service providers in the area of travel or events, in the broadest sense of the word, with whom the client will accept an agreement and who is responsible for the implementation of the service, while adhering to the applicable conditions.

**Client:** the counterpart of the service provider and/or Oosterom Events.

**Participant/delegate:** the client or the one for whose benefit the requested services have been stipulated by the service provider and/or Oosterom Events and who has accepted that stipulation.

**Auxiliary persons:** the (legal) person used by Oosterom Events for the execution of the requested services.

### Article 1: Applicability and nature of the agreement

1. These Terms & Conditions of Service are applicable to all commitments, either by agreement or by law, between Oosterom Events and its service provider(s) on one side and the client and/or its participants on the other side.
2. These terms and conditions also serve the benefit of auxiliary persons or employees of Oosterom Events.
3. The applicability of general terms and conditions used by the client is explicitly excluded.
4. Oosterom Events and the auxiliary persons engaged by it provide customization. The events, projects, trips and other services are put together and carried out at the request and direction of the client. The provisions of title 7A of Book 7 of the Civil Code (art.7: 500 et seq., Travel Agreement) do not apply.

### Article 2: Performance

The scope and nature of the services to be provided by Oosterom Events and/or its service provider(s) are exclusively determined by the offer (quotation) made in writing by Oosterom Events and accepted by the client. Any changes require the explicit written permission of Oosterom Events and/or its service provider(s).

Obvious errors and mistakes in the quotation are not binding for Oosterom Events.

Oosterom Events is not responsible for photos, brochures, and other information material, insofar issued under the responsibility of third parties.

### **Article 3: Creation**

1. Oosterom Events makes an offer at the request of the client, whether or not in collaboration with its service provider(s). The agreement is concluded by acceptance by the client of the offer from Oosterom Events and/or the service provider(s).
2. The offer from Oosterom Events and/or its service provider(s) is without obligation and can be revoked by them if necessary. Withdrawal must be made as soon as possible, but no later than 30 business days after acceptance by the client.
3. The agreement will normally be drawn up between the client and the service provider if the service is not provided directly by Oosterom Events. Oosterom Events calculates the mediation costs indicated in the offer, if applicable. Since most agreements cannot be drawn up in this way, Oosterom Events will act as a contracting party, but at all times on behalf of the client. The client thereby commits itself to the payment, cancellation, liability, and other conditions specifically applicable to the service(s) in question, which are stated in the agreement, drawn up by the service provider.
4. In the case of freelance event & project management based on an hourly/daily/weekly rate, the agreement is always drawn up between the client and Oosterom Events.
5. Before or at the conclusion of the agreement or at the latest at a date/time specified by Oosterom Events, the client will provide all information concerning himself and the other participant(s) that are necessary for the proper performance of the agreed services.
6. The client is jointly and severally liable for all obligations arising for him and for the participant(s) from the agreement.

### **Article 4: Price**

1. The applicable price, as calculated within the proposal submitted with the offer, is stated in EURO, unless explicitly agreed otherwise. If the price is stated in a currency other than EURO, the exchange rate can fluctuate and is only fixed at the time of payment to the service provider(s), whether or not increased by any exchange rate supplement charged by the bank or credit card company.
2. Any unforeseen (extra) expenses and/or additional hours will only be incurred after consultation with the client and, if possible, beforehand or afterward, charged in a separate invoice, plus a surcharge specified in the quotation (with the exception of additional hours).
3. The price is based on the prices, exchange rates, and taxes, as known to the service provider(s) and/or Oosterom Events upon submitting the quotation.
4. The service provider(s) and/or Oosterom Events have the right to increase the price until the start of the event, project, or journey/activity in connection with changes in the prices, exchange rates, and taxes referred to in paragraph 3. The service provider(s) and/or Oosterom Events will indicate how the increase has been calculated.
5. The service provider(s) and/or Oosterom Events do not hand over third-party purchase invoices unless this has been explicitly agreed upon by the client and the service provider(s) and/or Oosterom Events at the start of the agreement.

### **Article 5: Payment scheme**

1. In order to secure the services provided by the executing service providers such as transportation companies, accommodation providers, A/V providers, etc., the client - whether or not via Oosterom Events - must bind them in good time and in return for this by the service provider's payment and cancellation conditions. These conditions are stated in the agreement.



2. The payment of the costs of each specific service must normally be done directly by the client to the service provider(s) within the deadlines set by the service provider(s). However, since this is not possible with foreign entities, Oosterom Events will take on the payment, on behalf of the client. However, the contractual liability remains applicable between the client and the service provider; Oosterom Events is only the mediating party in this.
3. Oosterom Events will never advance amounts on behalf of the client. In case of payment via Oosterom Events, Oosterom Events will therefore send the client timely down payment invoices, which must be paid to Oosterom Events at least 1 week before the set deadline, so that Oosterom Events can ensure timely payment to the service provider(s). In the case of tickets for, for example, air & train travel or access to events or if the deadline is less than 1 week later, payment must be made immediately after receipt of the (down payment) invoice.
4. Late payment of (down payment) invoices may lead to the cancellation of the offer and/or an increase in the prices indicated in the original offer. Oosterom Events is not liable for this.
5. In case of freelance event & project management assignments at an agreed hourly/daily/weekly rate, invoicing will take place within 1 week after the end of the assignment or - in the case of long-term assignments - in the first week following the month in which the assignment has taken place.
6. Payment must be made in the manner and currency indicated in the quotation or invoice.
7. The invoices referred to in paragraph 5 of the previous paragraph must be paid within 7 days of the invoice date.
8. In the event of late payment, the service provider(s) and/or Oosterom Events can dissolve the agreement after a summons, in which case monies already paid will not be refunded and, moreover, the provisions of paragraph 7 apply mutatis mutandis.

#### **Article 6: Changes by the client**

1. Changes to (parts of) the project, the event, the journey, or the program at the request of the client will be carried out by Oosterom Events and/or the service provider(s) as much as possible. Oosterom Events will charge additional hours for this in accordance with the agreement. In the exceptional case that invoicing takes place via Oosterom Events, any additional costs charged by the executing service provider(s) will be passed on with a surcharge specified in the quotation.
2. A reduction in the number of participants in the event, journey, or program is considered a (partial) cancellation by the client to which article 7 paragraph 3 applies.

#### **Article 7: Cancellations**

Unless explicitly agreed otherwise in writing, the following provisions apply in the event of cancellation by the client:

1. If the client cancels the agreement, they will owe the relevant service provider(s) and/or Oosterom Events the immediately payable amounts as stated in the agreement(s) drawn up by the service provider(s) and/or Oosterom Events.
2. In the case of freelance event & project management assignments at an hourly/daily/weekly rate, the following cancellation provisions apply in principle:
  - a. For hours already scheduled that are canceled by the client, no costs will be charged in the event of cancellation up to 1 week before the scheduled start.
  - b. In case of cancellation within 1 week before the planned start, at least 25% of the planned hours will be charged.

- c. In the event of cancellation after the official commencement of the assignment, the hours already worked will be charged in full and planned, and unworked hours will be charged at 50% of the agreed rate unless otherwise agreed in advance.
3. If the client cancels the agreement with regard to one or more participant(s), the percentages as stated in the agreement apply multiplied by the price per person and furthermore multiplied by the canceled number of participants. If this results in the number of participants falling below the minimum number of participants indicated in the quotation, the service provider(s) and/or Oosterom Events have the right to increase the price for the remaining participants. If the client rejects this increase, this rejection counts as a cancellation of the agreement as of the moment that the notification of the rejection reaches Oosterom Events.
4. If, in the event of cancellation, an executing service provider does not charge a cancellation fee or a lower cancellation fee than contractually owed, Oosterom Events will in turn lower its cancellation fee accordingly, if applicable.

### **Article 8: Insurances**

1. Oosterom Events strongly advises the client to take out event insurance or - in the event of a trip - cancellation insurance with appropriate travel and accident insurance for the participants. The client must arrange this himself. Oosterom Events could conduct research into the most suitable insurance options on behalf of the client against payment of research hours.
2. The insurance policy is always drawn up by the insurance company in the name of the client. The client must pay the premium directly to the insurance company. If the client wishes payment of the insurance premium to be made via Oosterom Events, the total premium will be increased by a surcharge specified in the quotation.
3. Oosterom Events is not liable for damage suffered in the event of such insurance not being taken out (on time).

### **Article 9: Documents / visa / vaccinations**

1. The client will obtain information from the relevant authorities regarding passports, visas, and any health formalities and also check in good time before departure to the destination or the start of the event whether the information previously obtained has been changed in the meantime.
2. The client must ensure that the participants are in possession of the necessary travel documents upon departure and during the trip, such as passports, visas, vaccination certificates, etc.
3. If a participant is unable to complete the trip or cannot complete the trip due to the lack of one of the aforementioned documents, this will be entirely for his account and for that of the client. Oosterom Events and/or the service provider(s) will not take any responsibility for this.

### **Article 10: Pre-event information and final responsibility**

1. Pre-event information for the participants is provided by the client. If desired, Oosterom Events can provide written information about the itinerary/program and the accommodation/location details in a timely manner; this will be further distributed by the client.
2. The management of the event/trip and/or during the event rests exclusively with the representative of Oosterom Events, whether or not in the form of the tour leader/guide hired by Oosterom Events for the purpose of the event, the trip or a specific part of the program.

## **Article 11: Discontinuation / changes**

1. If the trip or event cannot take place for reasons that cannot be attributed to the client, the service provider is obliged to notify the client immediately via Oosterom Events. The agreement is deemed to be dissolved by this notification.
2. If the trip or the event has to be changed before the departure/event date for reasons that cannot be attributed to the client, the service provider is obliged to notify the client immediately via Oosterom Events, simultaneously stating any additional costs. If he cannot reasonably be expected to allow the trip or event to take place, the client has the right to terminate this agreement. This right expires 48 hours after the notification has reached him.
3. If the trip or event cannot go ahead or has to be changed and the agreement is dissolved in accordance with the above, the service provider is obliged to immediately refund all monies already paid by the client, which it still has in its possession, to the client, whether or not via Oosterom Events. It also undertakes, where possible, to reclaim amounts already paid and to hold liable third parties for damage suffered by the client, Oosterom Events, and itself. However, the service provider and/or Oosterom Events is not bound to the client anything more than that, except in the case of intent or gross negligence. In that case, it must refund all monies paid in advance and cover any damage.
4. In the event of a change or cancellation of an event, project, or trip that has already started, the service provider and/or Oosterom Events is entitled to charge any additional costs to the client and is obliged to refund any savings to the client. It also undertakes, where possible, to reclaim amounts already paid for services not used and to hold liable third parties for damage suffered by the client, Oosterom Events, and itself. However, the service provider and/or Oosterom Events are not bound to the client anything more than that, except in the case of intent or gross negligence. In that case, it must refund all monies paid in advance and cover any damage.

## **Article 12: Liability of Oosterom Events**

1. If the trip or event is not carried out by the service provider in accordance with the script and other agreements made by the service provider or if it causes any damage to the client or the participants, Oosterom Events is not liable towards the client or the participants for the damage resulting from this, except in the case of intent or gross negligence.
2. Without prejudice to the above, Oosterom Events accepts no liability for actions and/or omissions of the service providers or auxiliary persons involved, nor for the correctness of the information provided by them.

## **Article 13: Exclusions and limited liability of Oosterom Events**

1. Oosterom Events can be regarded as a travel organizer in accordance with the Dutch Travel Agreement Act if two of the three components of transport, accommodation, and excursion/activity are realized on behalf of Oosterom Events. However, this is not the case, as the agreement has been drawn up directly between the client and the service provider(s). This also does not apply if Oosterom Events has signed the agreement and/or takes care of the payments on behalf of the client.
2. In the event that Oosterom Events would nevertheless be regarded as a travel organizer under Dutch law within the meaning of Civil Code 7: 500 et seq.:
  - a. its liability will be limited or excluded in accordance with the applicable international treaties;

- b. it does not accept any liability for damage for which usual health/accident, travel and/or cancellation insurance policies usually provide cover;
  - c. it does not accept any liability for damage that is directly or indirectly related to the execution of a profession or business;
  - d. the compensation per participant for loss of (travel) enjoyment of one or more participants shall not exceed the applicable price per person;
  - e. its liability for damage other than caused by death or injury of the participant is limited to a maximum of three times the price per person or - if the price is determined otherwise - to a maximum of three times the sum of the invoiced amounts; unless there is intent or gross negligence on the part of Oosterom Events. In that case, its liability is unlimited.
3. The exclusions and/or limitations of the liability of Oosterom Events included in this article also apply to employees of Oosterom Events and the service providers involved, as well as their personnel, unless this is excluded by treaty or law.
  4. Oosterom Events has taken out its liability insurance with KLAP Verzekeringen.

#### **Article 14: Indemnification by the client**

The client indemnifies Oosterom Events against claims from participants or other third parties who are involved in the trip or event by or on behalf of the client.

#### **Article 15: Obligations of the participant**

1. The participant(s) is/are obliged to comply with all instructions of the service provider(s) and/or Oosterom Events to ensure the proper execution of the trip or event and is/are liable for damage caused by their improper conduct, judged by the measure of the conduct of a correct participant. The client is jointly and severally liable.
2. The participant who causes or can cause a such nuisance that the proper execution of a trip or the event is greatly complicated or can be made more difficult, will be excluded from (continuation of) the trip or the event by the service provider and/or Oosterom Events if it cannot reasonably be expected that the agreement is fulfilled. All resulting costs are for the account of the client.

#### **Article 16: Complaints procedure, evaluation, expiry of the right of claim**

1. An established shortcoming in the execution of the agreement must be reported as soon as possible to the service provider and or representative of Oosterom Events so that he can find a suitable solution. If he or she is not present or available, the participant must contact Oosterom Events immediately.
2. If a complaint is not resolved satisfactorily, this must be reported no later than 2 weeks after the trip or the event is finished and preferably during the evaluation meeting between the client and Oosterom Events.
3. Rights of action under this agreement will expire two years after the trip or event has ended or - if the trip or event has not taken place - one year after the original departure/commencement date.

#### **Article 17: Interest and collection costs**

1. If the client does not fulfill a financial obligation towards Oosterom Events on time, an interest of 1% on the amount owed is due for each month or part of a month of delay. He is also obliged to pay extrajudicial collection costs equal to 15% of the amount claimed, with a minimum of € 250.
2. For late payments directly to service providers, the interest and collection costs established by the service providers will apply, if applicable.

### **Article 18: Dissolution in case of insolvency**

The agreement(s) will be dissolved with immediate effect if and as soon as the client applies for suspension of payments, is declared bankrupt, is in default, remains negligent to meet expired terms, or remains negligent in the realization of the agreement(s) required by Oosterom Events and the service provider(s) concerned for compliance in a timely manner or to a sufficient extent. In that case, the provisions of art. 7 apply.

### **Article 19: Dutch law and Dutch court**

1. All obligations between Oosterom Events on the one hand and the client and/or the participants on the other hand are subject to Dutch law, to the exclusion of any other legal system and of the referral rules of Dutch international private law.
2. If the service provider(s) is/are located outside the Netherlands, the legal provisions of the country in which the service provider(s) is/are registered apply to those agreement(s).
3. The decision of all disputes arising from this agreement, to the exclusion of any other court, is entrusted to the competent court in Amsterdam.