



BeYond
AMSTERDAM

 bespoke city experiences 

GENERAL TERMS AND CONDITIONS

of Beyond City Experience established in Amsterdam

Article 1 General

1. In these general terms and conditions “BeYond City Experience” will hereinafter be referred to as “BEYOND AMSTERDAM”.
2. The (natural or legal) person with whom BEYOND AMSTERDAM concludes an agreement will hereinafter be referred to as “client”.
3. The term “client” is furthermore taken to mean the person who shall maintain contact and/or conclude an agreement as a representative of one or more natural or legal persons on the basis of which the principals or third parties shall participate in activities, events or trips organized by BEYOND AMSTERDAM on the instruction of the client.
4. In respect of all agreements and correspondence of institutions, organizations, enterprises and legal persons with BEYOND AMSTERDAM the client shall appoint a contact person who is of age, whose name shall be recorded in the agreement and who shall therefore be legally authorized to act for and on behalf of the client.
5. The aforementioned principals or third parties will be referred to as “participants” in these terms and conditions. Participants shall also be considered to be “clients” if they (tacitly) accept their participation in the engagement.
6. The price agreed upon by BEYOND AMSTERDAM and the client will also be referred to as “the price”.
7. The aggregate of BEYOND AMSTERDAM’ obligations under an agreement concluded by BEYOND AMSTERDAM with the client will be referred to as “the engagement”.

Article 2 Applicability of General Terms and Conditions

1. These general terms and conditions apply to all agreements with BEYOND AMSTERDAM becoming contracting party as well as to all acts performed by BEYOND AMSTERDAM in preparation of the formation of agreements upon the invitation of the (prospective) client.
2. Insofar as the client wants to receive one or more (additional) copies of these general terms and conditions, BEYOND AMSTERDAM will see to the immediate, free dispatch of one or more copies at the client’s request. The general terms and conditions have been filed with the Chamber of Commerce in Amsterdam under number 72860545.

3. If the confirmation of order includes terms and conditions that depart from these general terms and conditions, said varying terms and conditions shall apply. In all other respects these general terms and conditions shall continue to apply fully to the agreement concluded.

Article 3 Offers, Withdrawal of Offers

1. All offers by BEYOND AMSTERDAM, even if these offers are contained in an exclusive document directed to the client, will be made subject to contract and may therefore be withdrawn. If BEYOND AMSTERDAM uses this power, it will withdraw its offer within three (business) days at the latest of receiving the notice containing the client's acceptance.
2. Without prejudice to the foregoing, all offers are made subject to:
 - price changes implemented by third parties on whom BEYOND AMSTERDAM depends for the execution of the agreement;
 - fluctuations detrimental to BEYOND AMSTERDAM, including but not limited to exchange rate movements, fuel prices, duties and taxes;
 - changes in timetables or programs of third parties on whom BEYOND AMSTERDAM depends for the execution of the agreement, as a result of which the engagement offered may not at all be offered or may not be offered in the same manner – either with or without additional charges.
3. Upon completion of the offer a prepayment in the amount of EUR 300 to the engagement will be charged to client. This prepayment is not refunded to client in case no agreement is concluded.

Article 4 Offer Costs if No Agreement is Concluded

If BEYOND AMSTERDAM has made efforts at the client's request that result in a specified offer (specifying all elements of the engagement) whereas no agreement is concluded between BEYOND AMSTERDAM and the client, the client is not free to have a third party/competitor of BEYOND AMSTERDAM submit an offer on the basis of the elements offered by BEYOND AMSTERDAM. When the client concludes an agreement with a third party/competitor in respect of an engagement or a comparable engagement for which BEYOND AMSTERDAM submitted a specified offer, the client is obliged to pay BEYOND AMSTERDAM compensation for the work performed in respect of the offer, which compensation shall be determined at 10% of the price payable by the client to the third party /competitor pursuant to the agreement concluded between them.

Article 5 Contents of an Offer, Confirmation

1. For the determination of the contents of the agreement to be concluded with the client only the written offer and the written confirmation from BEYOND AMSTERDAM are determinative, unless explicit reference is made in the offer to other documents on the basis of which the contents of the agreement is incorporated further.
2. The client is obliged to check the contents of the offer thoroughly and to report any inaccuracies immediately to BEYOND AMSTERDAM in writing, in default whereof – after acceptance of an offer – the contents thereof shall be binding to the parties, irrespective of the cause of the inaccuracies.

3. A similar obligation applies to the contents of written confirmations the client shall receive from BEYOND AMSTERDAM. The client is obliged to report any inaccuracies to BEYOND AMSTERDAM within 24 hours at the latest of receiving a confirmation, in default whereof the contents of a confirmation shall be considered to be binding upon the parties.
4. After consultation with the client BEYOND AMSTERDAM shall specify in the agreement the maximum and minimum number of participants in the group.

Article 6 Amendment, Cancellation, Dissolution of the Agreement

1. If the client wants to make amendments to the contents of the agreement after conclusion of the agreement, BEYOND AMSTERDAM shall only assume an obligation to perform to the best of its ability to realize these amendments. Any costs arising from this shall be entirely at the client's expense.
2. BEYOND AMSTERDAM has the right to make amendments to the contents of the agreement (also) after conclusion of the agreement insofar as it is forced to do so by the third parties engaged for the execution of the agreement or by circumstances for which it cannot reasonably be blamed, all this, however, only insofar as these amendments may reasonably be required from the client because they do not materially affect the contents of the agreement. Exclusively as an example, such circumstances may include but are not limited to: weather conditions, too high or too low water, cancellation of expert guides, insufficient shape of the participants, unexpected problems with traffic or other facilities.
3. BEYOND AMSTERDAM has the right to increase the price after conclusion of the agreement insofar as price changes by third parties engaged by BEYOND AMSTERDAM necessitate this and the price change does not exceed 15% of the agreed price. BEYOND AMSTERDAM may exercise the aforementioned right up to 5 days after receipt of (the last part of) the amount payable by the client. If desired, BEYOND AMSTERDAM shall notify the client in respect of the necessary price change. If the necessary price increase exceeds the aforementioned percentage of 15%, the client may reject said price increase, and the absence of the client's written consent within 2 days of BEYOND AMSTERDAM' notifying the client about said price increase will be regarded as a declaration of dissolution of the agreement. BEYOND AMSTERDAM shall not be liable for any loss arising or resulting from the dissolution of the agreement on this ground. The foregoing does not affect BEYOND AMSTERDAM' right to increase the agreed price insofar as exchange rate movements result in an increase of the purchase prices, even if such price increase exceeds a percentage of 15%.
4. If after conclusion of the agreement a circumstance occurs, whether outside the client's or participant's scope of risk or not, which raises the client's desire to cancel the agreement wholly or in part, the agreed price shall nevertheless be payable in full. To cover any loss incurred by the client (or a participant) as a result of a cancellation, the client may only invoke a cancellation insurance possibly taken out by the client.

5. BEYOND AMSTERDAM has the right to cancel the agreement for serious reasons of which the client shall be notified immediately. Serious reasons include in any case circumstances that make it impossible to perform the agreement reasonably and/or without incurring considerable costs in relation to third parties (to be) engaged by BEYOND AMSTERDAM for the execution of the agreement, insofar as BEYOND AMSTERDAM cannot be blamed for the cause of said impossibility. Exclusively as an example, such reasons may include but are not limited to circumstances such as political unrest, war, natural disasters, scarcity, general strikes, terrorist threats and/or terrorist attacks. Upon ascertaining force majeure, the local circumstances at the execution locations to which the agreement relates shall be taken into consideration. Upon cancellation of the agreement for serious reasons BEYOND AMSTERDAM shall not be obliged to pay any compensation for any loss incurred by the client.

Article 7 (Payment of) the Price

1. All prices stated by BEYOND AMSTERDAM are exclusive of VAT, unless explicitly stated otherwise by BEYOND AMSTERDAM.
2. All prices stated by BEYOND AMSTERDAM are subject to movements in the exchange rate in which BEYOND AMSTERDAM is to pay its clients.
3. The client is obliged to pay the price in the following manner:
 - 50% of the total price within 8 days of the agreement being concluded, subsequently;
 - 50 % of the total price at least 14 days before the execution of the agreement (the engagement) is to commence;
 - the prepayment in the amount of EUR 300 is deducted from the price.
4. If the agreement is concluded less than 6 weeks before the execution of the agreement is to commence, the client is obliged to ensure payment of an amount equal to 75% of the total price within 8 days, and of (the remaining amount of) the total price at least 14 days before the execution of the agreement is to commence
5. Any directions regarding the manner and tempo of payment of the price by the client included in offers and confirmations from BEYOND AMSTERDAM prevail over the aforementioned payment schemes. BEYOND CITY EXPERIENCE General Terms and Conditions
6. The client is obliged to perform the aforementioned payment obligations promptly and fully. The aforementioned instalments shall be considered to be strict deadlines. Upon non-performance of (part of) the payment obligations BEYOND AMSTERDAM shall have the right to suspend the performance of its obligations under the agreement. All detrimental effects of said suspension shall be at the client's expense. If, as a result of the suspension, the engagement is cancelled wholly or in part, BEYOND AMSTERDAM shall maintain its right to payment of the entire agreed price (whether by way of compensation for loss incurred or not), less any savings. If BEYOND AMSTERDAM has every reason to assume that the client will not be able to fulfil its payment obligations wholly, in part or in time, BEYOND AMSTERDAM has the right to suspend its obligations under the agreement until the client has provided sufficient security for the performance of its payment obligations in a manner to be designated by BEYOND AMSTERDAM. In the absence of the provision of security in

the manner as designated by BEYOND AMSTERDAM, BEYOND AMSTERDAM has the right to dissolve the agreement, claiming payment of the entire price less any savings by way of compensation.

7. The client and the person acting as the client's representative are jointly and severally liable for payment of the price. The participants shall be liable for equal parts of the total price, as soon as they have (tacitly) accepted their participation in the engagement.
8. In the engagement that the client fails to perform its obligations, the client shall be obliged to pay a monthly interest of 2% over the amount due, while, in addition, it shall be obliged to fully pay to BEYOND AMSTERDAM any extrajudicial collection costs incurred.

Article 8 Cost of third parties

1. Cost of third parties such as hotels, airlines, conference centers etc. will not be (pre)paid by BEYOND AMSTERDAM but will be directly invoiced by the respective third parties to client. The general terms and conditions of the third parties are applicable for these services.
2. The bookings and reservations of the services of third parties will be executed by BEYOND AMSTERDAM after explicit approval by client.

Article 9 Client's Duty of Care, Client Behavior, Participants

1. Without BEYOND AMSTERDAM being obliged to indicate such before or upon concluding the agreement, the client is (and the participants are) obliged to ensure that the participants, if required, have (obtained) the required identity documents (passports and the like), visa and proof of vaccination required for the engagement and the country or countries of designation as well as other documents that may be required for the engagement.
2. The client ensures (and the participants ensure) that it (they) do not offer any (amount of) luggage for transport that is contrary to the rules of the carriers engaged, as a result of which transport cannot be effected or cannot be effected under the intended conditions or without delay.
3. The client itself (and the participants themselves) shall be fully responsible for elements of the engagement that require a good physical shape or specific skills, or involve particular risks to health. BEYOND AMSTERDAM shall never be liable for any loss or damage resulting from such elements, nor in case BEYOND AMSTERDAM has not specifically indicated the risks attached to activities or the skills required for said activities.
4. Before the conclusion of the agreement and the execution thereof, the client shall provide BEYOND AMSTERDAM with the required details in respect of all participants and shall state any specific wishes and medical details that could be relevant for organizing the engagement. The foregoing must have been effected at least 14 days before the engagement.
5. The client and the participants are obliged to behave as correct travelers. They shall ensure that their behavior does cause any delay in the engagement and that it does not cause any inconvenience to third parties. They behave in accordance with the

instructions from BEYOND AMSTERDAM and from third parties involved in the organization and/or the execution of the engagement. Any loss or damage arising from the client's and/or a participant's acting contrary to the aforementioned standard shall be entirely at the client's expense.

If the client or the participants do not behave in accordance with the above, BEYOND AMSTERDAM has the right to exclude the client/participants from the remainder of the engagement, without such act resulting in any part of the price being refunded.

6. The client who wants to insure said risks of loss or damage is to take out adequate engagement insurance for this purpose.

Article 10 Liability BEYOND AMSTERDAM

1. Upon BEYOND AMSTERDAM' attributable failure to perform the agreement or upon BEYOND AMSTERDAM' unlawful acting in relation to the execution of the agreement, BEYOND AMSTERDAM shall never be obliged to refund more than that part of the agreed price proportional to the nature, duration and seriousness of the attributable failure to perform, unless the attributable failure to perform results from the intentional act or willful recklessness by BEYOND AMSTERDAM' management. BEYOND AMSTERDAM shall not be liable for any loss or damage that would result in an obligation to compensate an amount exceeding the part of the price referred to in the previous sentence. BEYOND AMSTERDAM shall not be liable for any consequential loss or damage, unless it results from the intentional act or willful recklessness by BEYOND AMSTERDAM' management.
2. BEYOND AMSTERDAM shall not be liable for theft or loss of property. The participants shall at all times be responsible for their luggage, also if they do not always have it with them due to the nature of the engagement.
3. The client indemnifies BEYOND AMSTERDAM against all possible claims from third parties that are involved in the engagement on its part. Insofar as the participants in the engagement would not be directly bound by BEYOND AMSTERDAM exclusions from liability referred to above, the client undertakes to agree such exclusions from liability in favor of BEYOND AMSTERDAM with the participants (as a third-party clause). The client shall in any case indemnify BEYOND AMSTERDAM against claims from participants due to consequential loss or damage incurred by said participants which is caused by the (inadequate) performance of the agreement or by BEYOND AMSTERDAM' unlawful acting in relation to the execution of the agreement.
4. In the event that BEYOND AMSTERDAM may be held liable for any loss or damage incurred by the participant in the course of his profession, the compensation shall never exceed one time the project price of the participant concerned.
5. BEYOND AMSTERDAM shall not be liable for damage or loss resulting from the participant's participating in the activities offered during the engagement. Participation in said activities shall be entirely at one's own risk.
6. The exclusions and limitations of BEYOND AMSTERDAM' liability shall also apply to contractors of BEYOND AMSTERDAM and service providers involved as well as its staff.

Article 11 Complaints, Settlement of Disputes

1. If the client has complaints about the execution of the engagement during the engagement, it is obliged to notify BEYOND AMSTERDAM immediately hereof in writing or verbally so that BEYOND AMSTERDAM is capable of taking the necessary measures to ensure a (continued) proper course of the engagement and/or to be able to immediately call upon the third parties engaged by BEYOND AMSTERDAM for non-performance. Should the client fail to perform its obligation, the client shall not have a claim against BEYOND AMSTERDAM for the improper performance of the agreement by BEYOND AMSTERDAM.
2. In the engagement that the complaints of the client cannot be solved by mutual consultation, any claim may exclusively be submitted to the competent court in Amsterdam, provided that the claim falls within the subject-matter jurisdiction of said court, unless BEYOND AMSTERDAM chooses another, also competent court.
3. If the court decides for the major part in favor of BEYOND AMSTERDAM in a dispute with the client, the client is obliged to pay BEYOND AMSTERDAM the aggregate of legal costs incurred by BEYOND AMSTERDAM, even if said costs are considerably higher than the assessed costs which a party is generally ordered to pay by court decision.
4. Dutch law applies to all agreements.

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