

General conditions Amsterdam Experience

These general terms and conditions and privacy policy apply to Amsterdam Experience VOF and subsidiaries Amsterdam Oude Stad (English: Amsterdam Old Town) and Amsterdam Create, located in Amsterdam, Nieuwezijds Voorburgwal 264, 1012 RS Amsterdam, registered in the Chamber of Commerce Amsterdam under number 34203323. Amsterdam Experience can be contacted via phone number 020-4285219 and by email info@amsterdamexperience.nl.

1. Applicability of the General Terms and Conditions

- 1.1 These general terms and conditions apply to every offer, quotation and agreement between Amsterdam Experience and you as client.
- 1.2 If a condition from these general conditions proves to be invalid or is annulled it will not alter the validity of the other conditions. If applicable the parties will draft a substitute condition which reflects as close as possible the intention of both parties.

2. Agreement and reservations

These general terms and conditions apply to all services and products of Amsterdam Experience.

3. Quotations, prices and payments

- 3.1 All offers, quotations and estimated costs are entirely without obligation, unless Amsterdam Experience has indicated otherwise.
- 3.2 The agreed price is exclusive of VAT and any other government charges, unless otherwise agreed in writing.
- 3.3 All information and specifications provided by Amsterdam Experience are approximate, unless explicitly stated otherwise in writing.
- 3.4 If a quotation of Amsterdam Experience is not followed by a written order or by email within the period explicitly indicated and confirmed by Amsterdam Experience, Amsterdam Experience has the right to cancel this assignment.
- 3.5 If you accept the Amsterdam Experience quotation, you will receive an invoice for at least 75% of the total amount after sending your confirmation. This invoice must be paid within 14 days after the invoice date and in any case before the date the event takes place. In the event of non-payment Amsterdam Experience can decide to cancel the event. Amsterdam Experience reserves the right to withdraw the received order or placed order even after acceptance of the offer by the client.
- 3.6 Changes, including additional costs in the original assignment, made by you or on behalf of you as the client, will be charged extra.
- 3.7 As a client you are obliged at all times at the request of Amsterdam Experience to provide security for payment of all you are owing.
- 3.8 Unless expressly agreed otherwise in writing, the payment is due within the payment term as stated on the invoice. The payment term is a strict deadline. As client you are not entitled to suspend or settle any payment. If payment has not been made within the payment term you are legally in default. Unless otherwise agreed in writing, you will then owe statutory commercial interest (whereby part of the month will be regarded as a full month) and extrajudicial collection costs of 15% of the principal sum with a minimum of € 350.00.

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4. Terms of cancellation

4.1 We would like to indicate that in the event of cancellation of the event after confirmation of the quotation of Amsterdam Experience in writing or by email, the following percentages of the full quoted amount will be charged:

More than 6 months before the start of the event: 15%;
Between 6 and 5 months before the start of the event: 20%;
Between 5 and 4 months before the start of the event: 30%;
Between 4 and 3 months before the start of the event: 40%;
Between 3 and 2 months before the start of the event: 50%;
Between 2 months and 1 month before the start of the event: 75%;
Between 1 month and 1 day before the start of the event: 90%;
The day of the start of the event: 100%

In the event of cancellation after the final confirmation, the client is obliged at all times to pay a € 75,- administration fee.

4.2 The percentages mentioned in article 4.1 also apply when the number of participants differs with more than 10% from the reserved amount for the definitive reservation. For the amount which differs with more than 10% from the reserved number of participants, the percentage applicable at that time will be charged in accordance with Article 4.1.

4.3 Up to ten days before the event, the final number of participants can be communicated with a maximum deviation of 10% downwards. This communicated amount then counts as a definitive number for the final invoice. In the event of a reduction of the number of participants (with a maximum deviation of 10%) indicated ten days or longer before the start of the event, the variable cost part will be deducted from the final invoice. If the number of persons on the day of execution is higher than the number communicated, this will be invoiced at the agreed price per person.

4.4 If at the time of cancellation, you have an unpaid bill of Amsterdam Experience regarding the same event that you have booked, and which is higher than the cancellation conditions as included in article 4.1, then you must reimburse this higher amount to Amsterdam Experience.

5. Obligations of the client

5.1 Unless otherwise agreed in writing, you are in charge to imply sufficient measures to guarantee safety at the venue where the assignment is taking place (including but not limited to safety for artists, employees and guests). If arrangements have already been made about such measures, Amsterdam Experience is nevertheless entitled to impose additional requirements at any time, if necessitated by changed circumstances.

5.2 As client you are obliged to insure as far as possible all risks associated with the execution of the assignment, including all risks related to activities and / or actions and / or results of negligence of third parties engaged by you. As client you ensure that the staff employed by Amsterdam Experience for execution of the agreement and the items made available by Amsterdam Experience are also insured. As a client, you are obliged to provide copies of the policies of the aforementioned insurance policies to Amsterdam Experience on first request.

5.3 As client you are obliged to provide Amsterdam Experience with all information you have knowledge about or you ought to have knowledge about of which is necessary for the execution of the assignment. You guarantee the correctness and completeness of the information you provide.

5.4 You, the client, are not entitled to any form of compensation if (a) you have not or not sufficiently fulfilled your obligations as included in article 5.1 and / or 5.2 of these general terms and conditions and you don't proceed with the assignment partly or as a whole

through which Amsterdam Experience is entitled and / or (b) you have not or have not sufficiently fulfilled your obligations as included in article 5.1 and / or 5.2 of these general terms and conditions, of which Amsterdam Experience has notified you in writing and you nevertheless would like to continue with the assignment.

- 5.5 As client you are responsible for the payment of the fees due to the use of intellectual property rights of third parties.
- 5.6 As client you are responsible for the acts and results of negligence of the third parties engaged and / or invited by you and who are involved in the assignment, such as the visitors of an event.
- 5.7 As client you are responsible for any tax consequences and / or payment (of additional charges) as a result of the Work Costs Regulation (WCR). You protect and fully indemnify Amsterdam Experience regarding claims from third parties thereto related.

6. Liability of the contractor

- 6.1 Amsterdam Experience is entitled to engage third parties for the execution of the assignment.
- 6.2 Amsterdam Experience is not liable for any damage, of whatever nature, caused by the fact that they relied on incorrect and / or incomplete information provided by or on behalf of you.
- 6.3 Amsterdam Experience is only liable for damage (a) if this damage is covered by its liability insurance and up to the amount that is paid by the insurance to be increased with the own deductible or (b) if there is intent or gross negligence of Amsterdam Experience or one of her supervisors.
- 6.4 However, if (a) there is no intent or gross negligence or (b) the insurance does not pay out, and there is still liability on behalf of Amsterdam Experience then this liability is only limited to direct damage (whereby liability for indirect damage is expressly excluded) with a maximum of the agreed amount for the total contract excluding VAT.
- 6.5 Amsterdam Experience can never be held liable for damage caused by a shortcoming or unlawful act / omission of executing service providers and / or suppliers, including the personnel of those service providers and / or suppliers which Amsterdam Experience employed in relation with or for the purpose of implementing (part of) the contract.
- 6.6 All rights to claims and other authorisations you have as a client with respect to Amsterdam Experience must be received by Amsterdam Experience in writing within 12 months of the date on which you became aware of this or could reasonably have been aware of.
- 6.7 You as a client indemnify Amsterdam Experience from claims from third parties, including but not limited to participants and visitors, who suffer damage related to the execution of the assignment.
- 6.8 Any advice provided by Amsterdam Experience is always without obligation and its follow-up is always for the account and risk of you as the client.
- 6.9 Amsterdam Experience is not liable for damage to goods which you have made available. You must provide a covering insurance yourself.

7. Force majeure

Conditions which cannot be attributed to Amsterdam Experience and which are of such a specific nature that compliance with the agreement is not possible or can no longer be fully implemented, such as there is (a) extreme weather, (b) cancellation of one or more permits and (c) national mourning, give Amsterdam Experience the right to dissolve the agreement as a whole or partially and / or suspend the execution without any obligation to pay compensation. In this case, Amsterdam Experience retains the right to compensation, including and not limited to

costs for engaged third parties. Amsterdam Experience advises its clients to insure themselves against these risks.

8. Termination and dissolution

- 8.1 Amsterdam Experience is entitled to dissolve the agreement in whole or in part by means of a written statement without further notice of default if: (a) you as client are in default with the fulfilment of one or more obligations from the agreement; (b) you as a client have been declared bankrupt, have applied for a (provisional) suspension of payment, the law Debt Rehabilitation Natural Persons applies to you and / or has become effective, you have shut down or you have liquidated your company, a substantial part of your assets is seized or you transferred your business to third parties.
- 8.2 During separate sale of tickets for arrangements on special events (such as Sail Amsterdam, King's Day, Christmas etc.), Amsterdam Experience is entitled to dissolve the agreement if insufficient tickets have been sold for an arrangement. The threshold of sales which is considered 'inadequate' can be determined by Amsterdam Experience. In the event of cancellation of an arrangement by Amsterdam Experience, a suitable alternative arrangement is offered or you can choose to have the amount paid for the tickets refunded to your account.
- 8.3 In case of dissolution the risk of already delivered goods remains with you. The items will then remain available to Amsterdam Experience and must be picked up by you.
- 8.4 If Amsterdam Experience, or an engaged third party, has already executed the performance of the agreement at the time of the dissolution, these performances and the associated payment obligations will not be part of the dissolution. Amounts that Amsterdam Experience has invoiced before the dissolution or amounts which Amsterdam Experience will invoice after the dissolution related to what already has been performed or delivered to execute the agreement prior to that dissolution, remain due and must be paid immediately at the moment of dissolution.

9. Intellectual Property Rights

- 9.1 Amsterdam Experience is or will be the only holder of all existing and future intellectual property rights (including copyright) which are based on or ensue from works that Amsterdam Experience develops and / or has developed within the framework of the assignment. You as client receive a right of use for the duration of the assignment.
- 9.2 You guarantee to respect intellectual property rights of third parties. If, due to your actions and / or results of negligence, Amsterdam Experience infringes intellectual property rights of third parties, you will indemnify Amsterdam Experience, the employees of Amsterdam Experience and / or third parties engaged by Amsterdam Experience immediately on the first request.
- 9.3 By making materials or works of any kind available to Amsterdam Experience within the framework of the assignment, you as client give unconditional consent to Amsterdam Experience to use these materials and works in any way whatsoever, insofar as this is required for a proper execution of the assignment.
- 9.4 You as client and third parties which are part of the assignment are entitled to make sound recordings, pictures and / or image recordings of the assignment, unless Amsterdam Experience has expressly indicated otherwise in writing. The sound recordings, pictures and / or image recordings may not be used by you or third parties in internal and external communication without prior written consent from Amsterdam Experience.

- 9.5 Any rights of third parties to the objects, materials, works, performances, ideas, proposals, concepts or methods used in the context of the execution of the agreement must be respected at all times by you as client.
- 9.6 Amsterdam Experience is entitled to make sound recordings, pictures and / or image recordings of the assignment, unless you have explicitly stated otherwise in writing. Sound recordings, pictures and / or image recordings of the assignment may be used by Amsterdam Experience without prior written consent from you in internal and external communications, unless otherwise agreed in writing.

10. Privacy policy

If Amsterdam Experience processes personal data for the execution of the agreement, the following conditions apply in addition to the General Terms and Conditions. This privacy policy applies to the visitors of the websites of Amsterdam Experience, Amsterdam Oude Stad, Amsterdam Old Town and Amsterdam Create, the customers of Amsterdam Experience and their relations, the visitors of events of Amsterdam Experience and all persons of whom Amsterdam Experience processes personal data with exception of individuals working at Amsterdam Experience. The terms used in this policy contain the meaning assigned to them by the General Data Protection Regulation (hereinafter GDPR) or which are attributed by jurisdiction. Amsterdam Experience reserves the right to adjust this privacy policy. Adjustments are directly applied in this document. The current privacy policy has been updated on June 29, 2018.

10.1 Processing of personal data

Amsterdam Experience is the controller in relation to the personal data obtained or generated via the websites www.amsterdamexperience.nl, www.amsterdamoudestad.nl, www.amsterdamoldtown.com and www.amsterdamcreate.nl and through email, SMS and by phone. The personal data processed by Amsterdam Experience are (a) personal data which you have communicated directly or indirectly via the aforementioned websites, email, SMS, telephone or otherwise, (b) personal data which are generated by receiving electronic messages from us or your use of the websites or similar applications; (c) personal data communicated by you during the execution of the agreement. Examples of provided personal data to us are: first name, last name, address, postcode, city, email address and telephone number. Examples of personal data generated are: IP address, surf behaviour and other information about the use of the websites.

10.2 Purposes of processing personal data

Amsterdam Experience will only process personal data within the framework of the execution of the agreement, related purposes to the agreement or those determined with the consent of the person concerned. You agree as client that you will, as far as required in the GDPR, keep a data processing register. You indemnify Amsterdam Experience from all demands and claims which are related to the non-compliance or incorrect compliance with this registration obligation.

Filling in the contact form gives us consent to approach you to make an appointment or to send you specific information. Amsterdam Experience has an interest to store this information to contact you and keeps the personal data as long as necessary for the aforementioned purposes or as long as necessary to comply with laws and regulations. You have the possibility to subscribe to our newsletter via the contact form, the registration forms on the websites, email, telephone or other means of communication. You can unsubscribe from the newsletter via the link at the bottom of the newsletter or by sending an email.

10.3 Shared responsibility

Amsterdam Experience is not responsible for processing personal data such as processing for purposes not reported to Amsterdam Experience by you and processing by third parties. It is your responsibility that the use and the instruction to process personal data is not unlawful and that no (privacy) right of third parties is infringed. If business clients do not comply with this guarantee, they indemnify Amsterdam Experience against all third-party claims arising from this. This also applies to those who process personal data under the authority of the client, such as employees or by them engaged third parties.

10.4 Changes / transfers of personal data

Amsterdam Experience cooperates with certain enterprises. These partners may receive your personal data; however, they can only use them for the execution of the event and to provide you with tailor-made information. As a client you give consent to Amsterdam Experience for cross-country processing of personal data in countries outside the European Economic Area, with due observance of the applicable laws and regulations. If partners are established outside the European Economic Area, we always ask your consent before they receive your personal data. Amsterdam Experience will directly respond to the person in question, who receives personal data from Amsterdam Experience, if Amsterdam Experience is legally obliged to do so or if the client has an independent responsibility herein based on the GDPR. Amsterdam Experience is entitled to charge you for the costs of answering requests from those involved.

10.5 Use of sub-processors

You as client give Amsterdam Experience consent to engage sub-processors in the context of the agreement and the processing of personal data which it involves. Upon request, Amsterdam Experience will inform you about the engaged sub-processors. If Amsterdam Experience engages a new sub-processor for the processing of personal data, Amsterdam Experience will inform you about this employment within two weeks.

10.6 Access to personal data

Every person has the right to access, correct, supplement, delete and protect his or her personal data. If a data subject desires to engage one of these rights, or if the person concerned has questions about this privacy policy, he or she can contact Amsterdam Experience on phone number 020-4285219 or by email info@amsterdamexperience.nl. If you have a complaint about how Amsterdam Experience processes your personal data, you can contact Amsterdam Experience by sending an email to info@amsterdamexperience.nl or calling 020-4285219. If no solution is received, you can always contact the Dutch Data Protection Authority (www.acm.nl/nl).

11. Applicable law

Dutch law applies to all legal relationships between Amsterdam Experience and its clients. Only the court of the district in which Amsterdam Experience is located is authorized to take cognizance of disputes between the parties.