

Terms & Conditions – Amsterdam Redefined

These are the terms and conditions of Amsterdam Redefined V.O.F.. Amsterdam Redefined is located at the Graaf Florrisstraat 7h, registered with the Chamber of Commerce under number: 66769582.

If you have any questions, you can contact us via hello@amsterdamredefined.com, +31629074497, or by mail: Amsterdam Redefined, Graaf Florisstraat 7h, 1091TD Amsterdam.

Amsterdam Redefined reserves the right to change these terms and conditions. You agree that the most recent version of these terms & conditions apply. Parties may deviate from these Terms and Conditions in writing.

Article 1 – General

1. These terms and conditions apply to every offer, proposal and assignment between Amsterdam Redefined and you (**Client**). On request, Amsterdam Redefined shall send these terms and conditions to you, free of charge. They are also available on www.amsterdamredefined.com.
2. If a part of these terms and conditions is inapplicable or invalid, that does not affect validity of the rest of these terms and conditions. The invalid part shall be replaced by a provision that, as far as possible, is in accordance with the invalid provision.

Article 2 – Establishment of the Assignment

1. The assignment shall be deemed established when a signed agreement is returned to Amsterdam Redefined or when Amsterdam Redefined receives a confirmation in writing from the Client.
2. An “**assignment**” shall be understood to be: Travel and event services; f.e. Transfers, hotel reservations, restaurant bookings, social program, meetings, personal assistance service, etc, commissioned by the Client. A detailed description of the activities shall be included in the agreement or proposal.

Article 3 – Proposals and Offers

1. All offers and proposals from Amsterdam Redefined are non-binding, unless agreed otherwise in writing. An offer or proposal only applies to the assignment specified therein (and not for possible future assignments).
2. If the Client provides Amsterdam Redefined with certain information, Amsterdam Redefined may assume that the provided information is correct and will base the proposal on that information.

Article 4 – Pricing

1. Amsterdam Redefined can raise the price in the interim in the case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the assignment.
2. An offered price does not include expenses for Amsterdam Redefined and does not include taxes, tourist taxes, VAT, or levies by the authorities, unless stated differently.



AMSTERDAM
REDEFINED

www.amsterdamredefined.com

3. Amsterdam Redefined will quote a price for your specific requirements. Unless Amsterdam Redefined indicates differently, the price does not include such matters as the cost of refreshments, food, admission to events or activities, airport or hotel transfers, parking or portorage charges.
4. If changes to previously submitted quotations oblige Amsterdam Redefined to carry out extra work, then Amsterdam Redefined will be entitled to charge time (which may be confirmed) at an hourly rate.
5. In the cost specification Amsterdam Redefined could use provisional sums, actual amount will be calculated at the final bill.

Article 5 – Payment and Collection Charges

1. Client must pay within fourteen days after the invoice date unless stated differently on the service agreement. Amsterdam Redefined shall send an invoice each finished project. Parties may deviate on the payment term, if agreed in writing.
2. If the payment by Client is due, he will automatically be in default, without a notice of default being required. If case of default, Client owes Amsterdam Redefined the statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by Client in full.
3. Any outstanding amounts by the Client are immediately payable in the following cases:
 - a. Client fails to pay within the payment term;
 - b. Client is bankrupt or applied for a suspension of payment or any other insolvency procedure;
 - c. Client (company) is dissolved or liquidated;
 - d. Client (private individual) is placed under guardianship or deceased.
4. If unforeseen expenses arise during the execution of the arrangement, they will only be incurred following consultation with the client, with the exception of emergencies. These expenses will be paid by the client on the spot or at a later date following receipt of an invoice.
5. Payments can also be done by credit card, a credit card fee will apply. This is not stated on the cost specification

Article 6 – Execution time

1. If Client owes Amsterdam Redefined a prepayment or if Amsterdam Redefined need Client to provide certain information or materials, the term within which Amsterdam Redefined shall execute the activities (the execution time), shall not begin until the prepayment, information or material is received by Amsterdam Redefined.
2. If a term is agreed before the execution, this shall never be a deadline. When the term is due, Client shall send a notice of default to Amsterdam Redefined.
3. Client cannot terminate the agreement if Amsterdam Redefined exceeds a term. This does not apply when execution of the activities is permanently impossible or if Amsterdam Redefined does not execute the activities within a new term for execution. Such new term should be given in writing.



Article 7 – Third Parties

Amsterdam Redefined may involve third parties (partially) to perform the activities. The following articles of the Dutch Civil Act (*Burgerlijk Wetboek*) do not apply:

- 7:404 (execution by a certain person);
- 7:407 sub 2 (joint and several liability);
- 7:409 (death of a certain person).

Article 8 – Execution of the Assignment

1. Amsterdam Redefined shall execute the assignment at the best of its knowledge and abilities and according to the requirements of professional practice.
2. Amsterdam Redefined may execute the assignments in different phases and send separate invoices on the different phases.
3. If Amsterdam Redefined performs the assignment in different phases, Amsterdam Redefined may suspend any activities on the next phase until Client approved the execution of the last phase in writing.
4. Client shall timely provide Amsterdam Redefined with all information or material, required for the execution of the assignment.
5. If Client does not provide the material or information in time, Amsterdam Redefined may suspend the execution of the assignment and charge the additional costs, coming from the delay. Amsterdam Redefined is not liable for any damages, resulting from incorrect or incomplete information, provided by Client.

Article 9 – Changes of the Assignment

1. If it proves to be necessary to change the assignment during the activities in order to guarantee a decent execution of the assignment, parties shall negotiate the required changes and agree on them in writing.
2. If parties agree on altering the assignment, Amsterdam Redefined may raise or lower the price. If possible, Amsterdam Redefined shall provide a quotation to Client in advance. The execution time may change with a change of the assignment. Client agrees on the possibility to change the assignment, the pricing and the execution time.
3. Amsterdam Redefined may refuse a request, made by Client, to change the assignment if changing the assignment could affect the quality or quantity of the activities.

Article 10 – Suspension, Dissolution.

1. Amsterdam Redefined may temporarily suspend the execution of the activities if he cannot comply because of *force majeure*.
2. If the execution of the assignment is permanently impossible parties may cancel the assignment for the part that has not been fulfilled.
3. Amsterdam Redefined may suspend or cancel the assignment if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate Amsterdam Redefined for damages.

Article 11 – Termination in the Interim

1. If Amsterdam Redefined cancels the assignment in the interim, Amsterdam Redefined shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for Amsterdam Redefined, these costs shall be borne by Client.
2. Amsterdam Redefined may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:



- a. Client fails to pay within the payment term;
- b. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;
- c. Client (the company) is dissolved or liquidated;
- d. The occurrence of circumstances in which Client can no longer freely dispose of his capital.

Article 12 – Force Majeure

1. Amsterdam Redefined is not obliged to comply in the event of *force majeure*.
2. Amsterdam Redefined may suspend the obligations, coming from the assignment, for as long as the force majeure continues.
3. If Amsterdam Redefined complied with a part of its obligations, and that part has an independent value, Amsterdam Redefined may charge that part to the Client.
4. Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to Amsterdam Redefined. These include (among others): strikes in companies other than Amsterdam Redefined traffic hindrances, (general) transport problems and technical difficulties of any nature.
5. In cases of force majeure, Amsterdam Redefined is entitled to defer execution of the contract. Should the period of force majeure last longer than 60 days, both parties are entitled to rescind the contract without liability for damages.

Article 14 – Complaints

1. Client shall notify Amsterdam Redefined in writing of any complaints within seven days after detection (or –on invisible shortcomings– after he could have detected it).
2. A timely notified complaint does not suspend or cancel any payment obligation from the Client.
3. If Client does not notify Amsterdam Redefined timely, Client is not entitled to any recovery, replacement or compensation.
4. If it is established that the complaint is justified and the notification by Client thereon was timely delivered, Amsterdam Redefined shall recover, replace or compensate its work within a reasonable term after having received the notification from the Client.
5. If it is established that a complaint is not justified, Client shall compensate Amsterdam Redefined for made expenses (like research costs).
6. The refund can only be the management fee of Amsterdam Redefined and Amsterdam Redefined shall intermediate between the supplier and the client at no additional cost.

Article 15 – Liability

1. Amsterdam Redefined is only liable for direct damages suffered by Client as a direct consequence of a shortcoming by Amsterdam Redefined.
2. Amsterdam Redefined is not liable for any damages resulting from Amsterdam Redefined relying on incorrect or incomplete information provided by Client.
3. The liability of Amsterdam Redefined shall never exceed the amount paid by its insurer.
4. If Amsterdam Redefined' professional liability insurer does not cover the damages, Amsterdam Redefined' liability is limited to an amount of €10,000, unless the (total) by Client paid amount does not exceed €10,000. If so, Amsterdam Redefined's liability is limited to the total by Client paid amount.
5. The limitations set out in this article do not apply if the damages are the result of a deliberate act or gross negligence.



6. Amsterdam Redefined is not liable for any defaults and delays caused by the service supplier for any reason whatsoever and any damage arising there from. This will include but not be restricted to delays by technical breakdowns of the vehicle, weather conditions, traffic congestions, strikes and or blockades, the failure to catch connecting transportation, overbooking, amendments to or the cancellation of travel arrangements of the service supplier.
7. Amsterdam Redefined acts only in the capacity of intermediary between the client and the service supplier and Amsterdam Redefined will do all possible to safeguard the interests of the client and the passengers which is reasonable under the given circumstances.
8. Amsterdam Redefined shall not be held liable for damage to and/or loss of the property of participants on the arrangement, or for injury to or death of the participants, regardless of cause or nature excepting gross negligence on the part of Amsterdam Redefined.
9. Should the client in the package arrangement not follow Amsterdam Redefined instructions or those instructions given by third parties commissioned by Amsterdam Redefined to carry out the arrangement, such that the arrangement cannot be carried out as planned, then Amsterdam Redefined shall not be held responsible for the resultant damage, regardless of nature.
10. The exclusions and restrictions described above will also be applicable to the staff of Amsterdam Redefined.

Article 16 – Limitation Period

The limitation period on all claims and defences against Amsterdam Redefined is one year.

Article 17 – Indemnification

1. Client indemnifies Amsterdam Redefined from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to Amsterdam Redefined.
2. If third parties address Amsterdam Redefined to be liable for damages resulting from the execution of the assignment, Client shall support Amsterdam Redefined both judicial and extrajudicial and Client shall do what may be expected from him.
3. If Client does not provide the support described in paragraph 2, Amsterdam Redefined may take the actions it deems required. All expenses and damages made by Amsterdam Redefined in this respect shall be borne by Client.

Article 18 – Intellectual Property

1. All the plans, documents, pictures, drawings, programming, creations and related information, made by Amsterdam Redefined, remain property of Amsterdam Redefined. This also applies if related expenses are charged or when these are improved, later on.
2. Client can only copy the aforementioned properties if it is for internal use within Client's company and cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by Amsterdam Redefined.
3. Client and Amsterdam Redefined shall agree on more detailed arrangements, in separate agreements, on certain licenses, given to Client by Amsterdam Redefined. If parties do not agree on further terms concerning the licenses, Amsterdam Redefined grant Client a non-transferrable license to use the works, made by Amsterdam



AMSTERDAM
REDEFINED

www.amsterdamredefined.com

Redefined (like: software, designs, illustrations or any other creation), for an indefinite period of time.

Article 19 – Non-Disclosure

1. Amsterdam Redefined shall not disclose any of Client's information to third parties, unless Amsterdam Redefined is required by a statutory or professional obligation to disclose the information.
2. Amsterdam Redefined shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves Amsterdam Redefined and the information can be of importance.
3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advices or other expressions from Amsterdam Redefined, whether they are in writing or not.

Article 20 – Conflicting Provisions

If any of the provisions from these terms and conditions are in conflict with a provision from an agreement, the agreement prevails.

Article 21 – Applicable Law

Dutch law.

Article 22 – Competent Court

The Court of Amsterdam.

Article 22 - Photo Material

Amsterdam Redefined reserves the rights to take photographs and videos during your assignment for internal use and social media. In case Amsterdam Redefined would like to use the footage in a commercial way, Amsterdam Redefined will always ask for written confirmation from the client.

