

## TERMS AND CONDITIONS – WIND & KITESURFSCHOOL ZEELAND

### Article 1: Definitions

- 1.1 Organizer: Kitesurfschool Zeeland VOF, located at Boomgaard 8 in Koudekerke and which offers arrangements, activities and / or services in the execution of the company.
- 1.2 Management: those who are registered as directors of Kitesurfschool Zeeland with the Chamber of Commerce in Middelburg under number 68456239.
- 1.3 Representative: the person who acts on behalf of the Organizer such as trainer, instructor, companion, supervisor, travel (companion) leader,
- 1.4 Client: the Organizer's counterparty as well as the persons participating on behalf of the Client.
- 1.5 Supplier: the person, not being the client, who delivers goods, services, or other performance valuables to Kitesurfschool Zeeland.
- 1.6 Activities: the service and / or activity or a combination thereof organized or offered by the Organizer. Kitesurfing, hydrofoiling, power kiting, longboarding, skateboarding, stand-up paddling, skimboarding, slacklining, balance boarding, beach games, yoga, windsurfing, wing foiling, windsurfing foiling, wakeboarding.
- 1.7 Arrangement: a service or activity or a combination of services or activities, as well as the provision of facilities, organized or offered by the organizer on a business or professional basis. These services, activities or facilities may consist of the rental or sale of material, the provision of transport or activities, the provision of (accommodation) accommodation (s), the giving of instruction and the supervision of (parts of) a program of activities.
- 1.8 Agreement: the agreement in which an organizer commits to a client to deliver an arrangement.
- 1.9 Participant: any natural person who actually participates in an activity / arrangement.
- 1.10 Counterparty: client, participant and supplier.

### Article 2: Applicability

- 2.1 These general terms and conditions form part of all offers, quotations and agreements with regard to all activities organized by the organizer.
- 2.2 The applicability of the customer's general terms and conditions is explicitly rejected by the organizer.
- 2.3 The Client accepts the applicability of these terms and conditions by entering into an agreement with the Organizer or actually participating in an arrangement or activity. The conditions also apply to all agreements with the Organizer, for which third parties are engaged by the Organizer for the implementation.
- 2.4 These general terms and conditions can only be deviated from in writing.
- 2.5 If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable. The Organizer and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, whereby if and as far as possible the purpose and purport of the original provision will be taken into account.

### Article 3: Establishment and content of the agreement

- 3.1 The agreement is concluded when the client orally (or by telephone) or in writing accepts the organizer's offer. The client will receive a written confirmation of the agreement from the organizer or the booking office.
- 3.2 At the conclusion of the agreement, the client is obliged to report all personal circumstances of himself and / or those on whose behalf he enters into the agreement to the organizer, insofar as these can influence the smooth running of the arrangement. This obligation applies in particular to all relevant medical and conditional details.
- 3.3 The client can specify preferences if desired. The organizer will comply with this, as far as it is in its ability.
- 3.4 Anyone who enters into an agreement on behalf of another person is jointly and severally liable for all obligations arising from that agreement.

### Article 4: Offers and quotations

- 4.1 All offers are without obligation, unless a term for acceptance is stated in the offer. The offers made by the Organizer are without obligation and are valid for 20 days, unless stated otherwise. The User is only bound by the offers if the acceptance thereof is confirmed in writing by the Client within 20 days or if it can be inferred from actions of the Organizer that there is an agreement.

- 4.2 The prices in the aforementioned offers and quotations are inclusive of turnover tax and other government levies, as well as any costs to be incurred in the context of the agreement, including kilometer and transport costs, unless stated otherwise.
- 4.3 The organizer reserves the right up to 14 days before the start to increase or decrease the price by a maximum of 15% in connection with changes in, among other things, personnel costs, costs of accommodation, etc. The organizer is obliged to notify the client of this price change as soon as possible, to communicate and to declare.
- 4.4 If the organizer decides to increase the price, the client has the right to reject the price change. The client must inform the organizer of his decision as soon as possible.
- 4.5 A composite quotation does not oblige the Organizer to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future assignments.

#### **Article 5: Implementation of the agreement**

- 5.1 For all activities, after arrangement confirmation within 5 working days, or no later than 5 working days before the start of the arrangement, 100% of the offered amount must be paid on the basis of the down payment invoice or payment request sent, unless expressly agreed otherwise with the organizer.
- 5.2 A client who does not pay on time is in default by operation of law without further notice of default being required. In this case, the organizer is entitled to terminate the agreement or to claim full compliance. The organizer is entitled to claim additional compensation for all costs already incurred in respect of the agreement.
- 5.3 The client who does not pay on time owes the organizer an interest of 1% interest per month, as well as possibly 15% extrajudicial collection costs with a minimum of € 150,-.
- 5.4 Organizer is entitled to deviate from these cancellation / payment conditions.

#### **Article 6: Execution of agreement**

- 6.1 The Organizer will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 6.2 Organizer has the right to have certain (partial) activities performed by third parties.
- 6.3 The Client will ensure that all information, of which the Organizer indicates that it is necessary or of which the Client should reasonably understand that it is necessary for the execution of the agreement, is provided to the Organizer in a timely manner. This also includes the personal circumstances of the person participating in the activity (in particular, relevant medical and conditional details, alcohol and / or drug use, etc.). Based on the information provided by the Client to the Organizer, the Organizer is at all times entitled to exclude participation by the Client or persons forming part thereof. To the extent necessary, the agreement for that part will then be dissolved, without any right of the Client to compensation.
- 6.4 If the information required for the execution of the agreement is not provided to the Organizer in a timely manner, the Organizer has the right to suspend the execution of the agreement and to charge the additional costs resulting from the delay to the Client according to the usual rates. .
- 6.5 If the implementation of the agreement is delayed for reasons on the part of the Client, the Organizer has the right to charge the Client for the extra time in proportion to the agreed hourly rate or to shorten the Activity / Arrangement without the Client having the right gives any refund or discount.

#### **Article 7: Taking into account the risks**

- 7.1 A client who has signed (or ticked, or confirmed by telephone or e-mail) the confirmation of the agreement declares to have taken note of the possible degree of difficulty, severity and risks of the activities in which they participate, as well as all relevant medical and / or to have reported conditional details. And every registered participant must be able to participate in the activities with regard to health and fitness without endangering himself or others.

#### **Article 8: Changes or cancellations of the activity program or the agreement**

- 8.1 The organizer reserves the right to make changes to the program or to cancel the program for reasons related to its own business operations, weather conditions or third parties. The Organizer then undertakes to immediately notify the Client.

- 8.2 In the event of cancellation, as referred to in Article 8.1, the organizer undertakes to move the activity to another date or time. This is done in accordance with the Client. There will be no refund of the amount paid. Activity / Package is valid until 365 days after the first activity.
- 8.3 Short Term Cancellation:
- 8.3.1 In the event that the Client cancels or changes an agreed Activity / Package more than 48 hours prior to the Activity / Package, the Client is obliged to pay the remaining amount in full to the Organizer. This amount can be used in its entirety (100%) by the Client for a new Activity / Arrangement during the entire calendar year of the booking, or transferred to friends / family of the Client;
- 8.3.2 In the event that the Client cancels or changes an agreed Activity / Arrangement less than 48 hours but more than 24 hours prior to the Activity / Arrangement, the Client is obliged to pay the remaining amount in full to the Organizer. 50% of this amount can be used by the Client for a new Activity / Arrangement;
- 8.3.3 Unless otherwise agreed, cancellation or change by the Client one day (24 hours) or less prior to the planned Activity / Arrangement is not possible, so that the Client is then obliged to pay the Organizer in full at the first request of the Organizer.
- 8.4 Cancellation by the Organizer does not make the Organizer liable for damages towards the Client in any way. As soon as the Organizer is aware that the planned and agreed Activity / Arrangement cannot take place or partly cannot take place, the Organizer is obliged to inform the Client immediately (whether or not accompanied by an alternative offer).
- 8.5 The client is advised to take out cancellation costs or event insurance with regard to the activity or the event to be organized.
- 8.6 Organizer does not accept any liability for costs already incurred by the customer, such as insurance premiums, if an activity cannot take place.

#### **Article 10: Liability**

- 10.1 The Client who books the Activity / Arrangement is jointly and severally liable for all others that he registers.
- 10.2 In the event that the number of persons for whom the Client has booked an Activity / Arrangement has changed less than 48 hours before the start of the planned Activity / Arrangement, the rules of Article 8.10.3 apply. If the change / cancellation takes place more than 48 hours before the start of the Activity / Arrangement, the rules of article 8.10.1 apply.
- 10.3 Participation in the Activity / Arrangement is at the risk of the Client
- 10.4 The organizer is not liable for damage resulting from:
- 10.4.1 Circumstances attributable to the competitor such as inadequate health or fitness, inadequate personal equipment, improper action or inaction, overestimation of his own abilities or ignoring instructions;
- 10.4.2 Actions and influences of third parties not directly involved in the execution of the agreement;
- 10.4.3 Circumstances that cannot be attributed to the organizer's fault and that cannot reasonably be attributed to the organizer by virtue of Dutch law or the norms applicable in society.
- 10.4.4 Knowingly or unconsciously, assigning a participant to a wrong category and / or if the participant does not comply with one or more safety regulations and / or his or her condition was not sufficient for the activity in question to practice.
- 10.5 The exclusions and / or limitations of liability included in this article also apply to employees and other representatives of the organizer as well as their staff, unless the law excludes this.
- 10.6 Negligence on the part of the Client (for example not following instructions from the Organizer), the otherwise non-compliance, incorrect or late fulfillment of the agreement or incompleteness by the Client regarding information of which the Client should reasonably understand or should have understood that it was the Organizer prior to the execution of the agreement, excludes any form of liability on the part of the Organizer.
- 10.7 Except on the basis of mandatory law provisions and except in the case of intent on gross negligence, the organizer is not obliged to pay compensation for any damage, of whatever nature, direct or indirect, including trading loss, damage to movable or immovable property, then however to persons, both on the part of the client and third parties. Client indemnifies the organizer against any claims from third parties.
- 10.8 If the Organizer makes use of services or goods of third parties engaged by the Organizer in full or in part in the fulfillment of our obligations, to which the Organizer is entitled at all times, the Organizer will never be held to obligations or liability that goes beyond those to which the Organizer has committed itself. can appeal against

these third parties. The Organizer will inform the client at his request about the applicable contractual (liability) provisions of these third parties.

- 10.9 If the Organizer is liable for the damage suffered by the Client as a result of the execution of the agreement, then liability is limited to a maximum of the amount charged and paid to the Client with the execution of the agreement or the amount charged and paid to the Client in this respect by the insurance company. Organizer to be paid out in total.
- 10.10 The Organizer cannot be held or held liable in any way by the Client (including the persons participating on behalf of the Client) for damage to personal items or loss thereof.
- 10.11 The Client is deemed to have appropriate accident, travel and cancellation insurance.

#### **Article 11: Obligations of the organizer**

- 11.1 The organizer is obliged to execute the agreement in accordance with the expectations that the client might have of the organizer on the basis of the agreement or publications, images excluded from this. Depending on the circumstances, the organizer is obliged to provide the participant with help and assistance if the arrangement does not go according to expectations.
- 11.2 The correctness of the implementation of the agreement must also be assessed on the basis of the sporting or adventurous nature of the activity and on the basis of the amount of the agreement.

#### **Article 12: Obligations of the client and participant**

- 12.1 The Client is obliged (including the persons participating on behalf of the Client) to follow all instructions from the Organizer during the execution of the agreement. If this is not complied with, the Organizer can at any time decide to discontinue the performance of the agreement without this giving the Client any right to a refund of amounts paid or compensation.
- 12.2 If during the activity it appears that the Client (or the persons participating on behalf of the Client) shows physical or psychological disabilities, is guilty of misconduct or causes or can cause nuisance or nuisance in any other way, the Client / participating person (s) and) are excluded from further participation. Any costs arising from this will be borne by the Client.
- 12.3 At the conclusion of the agreement, the client is obliged to report all personal circumstances of himself and / or those on whose behalf he enters into the agreement to the organizer, insofar as these can influence the smooth running of the arrangement. This obligation applies in particular to all relevant medical and conditional details. Every participant in activities in or on the water must be in possession of a swimming certificate.
- 12.4 The participant is advised to take out adequate (travel) accident insurance before the start of the arrangement, if insurance already taken out such as health insurance does not adequately cover possible damage.
- 12.5 The participant undertakes to use the material made available in a manner for which it is intended by virtue of its nature and the agreement. The participant can have any defects recorded upon receipt of the material. The participant may not make changes to the material or make it available to third parties without the permission of the organizer. The participant informs the organizer as soon as possible, but no later than at the end of the agreement, of damage or loss of materials. Prior permission from the organizer is required for a repair order. At the end of the agreement, the participant will hand over the material made available to a representative of the organizer at the previously agreed location, in the same condition as in which the participant received it and as clean as possible. The organizer is entitled, if necessary, to charge extra costs for cleaning, searches, transport and storage of materials, reports of missing persons, etc.
- 12.6 A participant who causes such nuisance or nuisance that as a result the implementation of the arrangement is or can be made more difficult, who endangers the safety of himself or others or who deals irresponsibly with nature and the environment, can organizer or his representative from (further) participation in the package are excluded. All additional costs resulting from this are for the account of the excluded participant, insofar as the consequences of nuisance or nuisance can be attributed to him. If the participant is not to blame for his exclusion, the amount of the agreement will be fully refunded.
- 12.7 The organizer reserves the right to use photographic or other recordings made during the arrangement for promotional purposes.

**Article 13: Damage**

- 13.1 The Organizer is not liable for damage, of whatever nature, because the Organizer has relied on incorrect or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been known to the Organizer.
- 13.2 The Client indemnifies the Organizer against any claims from third parties (including persons participating on behalf of the Client) who suffer damage in connection with the performance of the agreement and which is attributable to the Client (including due to the Client's failure to comply with the obligation to provide information. and its participants as set forth in this provision).
- 13.3 Costs resulting from damage and / or destruction caused by the Client will be paid by the Client.

**Article 14: Complaints**

- 14.1 If the participant finds a shortcoming in the performance of the agreement, he must report this as soon as possible to the service provider concerned, so that he can find a suitable solution. If the shortcoming is not resolved within a reasonable term and affects the quality of the arrangement, it must be reported as soon as possible to the organizer or his representative on site.
- 14.2 If the Client wishes to submit a complaint to the Organizer as a result of the performance of the agreement, the Client must notify the Organizer in writing within 14 working days after the performance of the activity / arrangement.
- 14.3 Any claim for whatever reason, as well as any right to dissolve the agreement, will lapse in the event of late notification, but in any case 1 year after the end of the arrangement or, if the arrangement has not taken place, 1 year after the original date of commencement.

**Article 15: Applicable law and disputes**

- 15.1 All agreements to be concluded by the organizer are governed by Dutch law.
- 15.2 In the event of a dispute about an agreement, the parties will try to resolve this in good consultation. If the dispute cannot be brought to a successful conclusion, the dispute will be submitted to the competent civil court in Middelburg.

**Article 16: Use of personal data**

- 16.1 The Organizer only uses personal data to identify the Client during a booking or registration, to be able to contact us about a booking and to keep informed about the activity. Personal information is not used for commercial purposes and is not provided to third parties.

The general terms and conditions of Wind & Kitesurfschool Zeeland have been translated from the original Dutch version and are subject to (translation) language and writing errors. The Dutch version of this document will prevail at all times. If you have questions about the terms and conditions, please send us an email.