



## **General terms and conditions of the VVV**

### **1. Definitions**

In these general terms and conditions the following terms have the following meanings, unless explicitly indicated otherwise:

- 1.1 The VVV: Netherlands-based franchisees operating, whether or not independently, VVV branches in the Netherlands under the VVV format.
- 1.2 The customer: the natural or legal party to which the VVV sells and delivers its products.
- 1.3 The client: the natural or legal party instructing the VVV to act as an intermediary in order to make a reservation or agreement with a service provider.
- 1.4 The service: the accommodation, transport, excursion, event, museum visit or other (tourist) activity.
- 1.5 The service provider: the party providing the accommodation, transport, excursion or event, the museum or any other party that enters into an agreement with the client and is responsible for the delivery of the service.
- 1.6 The (reservation) order: an instruction from a client to the VVV to make a reservation or agreement with a service provider. Carrying out such an instruction results in an agreement between the client and the service provider. The VVV merely acts as an intermediary and is explicitly not a party to such agreement.
- 1.7 Group arrangement: a (reservation) order for a group of at least eight people, unless stated otherwise.
- 1.8 Day trip: a tourist, recreational or cultural activity organized by the VVV itself, which lasts less than 24 hours and does not include spending the night.
- 1.9 Event: a gathering or event in which the VVV is directly or indirectly involved.

### **2. VVV activities: provision of information, sales and intermediary services**

The VVV provides tourist and recreational information and organizes day trips and events or is otherwise involved in day trips or events. The VVV also sells and delivers a variety of products. In addition, the VVV acts as an intermediary in concluding agreements between clients and service providers relating to accommodation, transport, excursions, events, museum visits, attractions, etc. The intermediary services involve booking services and ordering products, including the financial settlement, on behalf of and in the name of a client.

The sale of products and the provisions of intermediary services is achieved through a number of channels, such as the Internet, telephone, email and the VVV branches.

### **3. Applicability of the general terms and conditions**

- 3.1 These general terms and conditions apply to all offers, services, products, work and other commitments involving the VVV, including but explicitly not limited to:
  - all sales and deliveries of products by the VVV to customers
  - all (reservation) orders accepted by the VVV
  - organization of and involvement in day trips and events
- 3.2 Any deviations from these terms and conditions are only valid if they have been agreed in writing.
- 3.3 If one or more of these provisions should prove to be void or voided, the remaining provisions will remain applicable. The void or voided provisions will be interpreted in such



a way that they achieve as closely as possible the intentions of the original provisions without being in conflict with the law.

#### **4. Sale and delivery of products**

##### **4.1 Offers**

All offers, both orally and in writing and including offers on the Internet, are without obligation.

##### **4.2 Concluding agreements**

Agreements are entered into when the VVV, within two weeks of receiving an order from a customer, confirms this order in writing or starts executing the order.

##### **4.3 Price change**

In the event of an increase in the purchase price of a product, the VVV will, prior to the formation of the agreement referred to in Article 4.2 as well as 4 weeks after its formation, provided the execution of the agreement has not yet started, be entitled to change the price stated, offered or agreed accordingly. If the agreement has been concluded and the VVV decides to change the price within the above-mentioned period of 4 weeks, the customer will be entitled to terminate the agreement.

##### **4.4 Delivery**

4.4.1 Products will be delivered by the VVV's own delivery service, by post or via the Internet or may be obtained from the counter of any of the VVV branches.

4.4.2 If the products are delivered by the VVV's own delivery service or by post, the VVV aims to deliver within five working days, unless agreed otherwise.

4.4.3 If the VVV exceeds the agreed term of delivery, it is not immediately considered to be in default and the agreement will not automatically be terminated. The customer will only be entitled to terminate the agreement in writing if the product, after the VVV has been allowed a reasonable period of time, has not been delivered within that period of time and if this is due to circumstances attributable to the VVV.

4.4.4 The VVV has the right to charge the customer for postage.

4.4.5 The VVV is entitled to deliver in instalments.

4.4.6 The VVV reserves the right not to deliver products and to terminate the agreement if use of the product conflicts with its designated use. The VVV will inform the customer of this fact in writing.

##### **4.5 Payment**

4.5.1 All invoices must be paid by the customer within the payment term stated on the invoice without any reliance on discount or setoff.

4.5.2 If the customer does not pay the amount due within the stipulated period, he or she will immediately be in default by operation of law. As from that moment statutory interest and extrajudicial collection costs will be payable by the customer. In addition, the VVV is entitled to suspend its obligation to deliver until the amount due has been paid.

4.5.3 A surcharge may be charged for payments by credit card.

4.5.4 The VVV has the right to charge an administration fee.

##### **4.6 Order cancellations, return of goods and advertising**

4.6.1 If an order is cancelled prior to delivery, any costs relating to the cancellation will be payable by the customer.

4.6.2 Gift vouchers cannot be exchanged for cash.

4.6.3 With the exception of gift vouchers, entry tickets and other vouchers, products may be returned within 14 days of delivery, provided the customer can produce a receipt or invoice and the product is unused and in its original state.



- 4.6.4 Complaints about visible defects must be reported in writing to the VVV within 7 days of delivery, unless the customer can demonstrate that he or she has been unable to inspect the products within the stipulated period. Complaints about hidden defects must be reported in writing to the VVV within 7 days after the customer has discovered the defect or could reasonably have discovered it.  
If the customer does not lodge his or her complaint in time, any rights he or she may have will lapse.
- 4.6.5 Contrary to the provisions of Article 4.6.4, complaints about gift vouchers must be reported in writing to the VVV within 24 hours of delivery.

#### **4.6.6 Indemnification by the customer**

The customer indemnifies the VVV against all possible claims by third parties relating to any damage and/or loss these third parties may have incurred in connection with the products and/or packaging delivered by the VVV to the customer, irrespective of the cause or moment of occurrence.

### **5. Intermediary services, day trips and events**

#### **5.1 Applicability**

In so far as the provisions of this article relating to the intermediary services of the VVV do not differ from the other conditions, they remain in full force. The provisions of this article apply by analogy to day trips and events, in so far as the essence of the provisions relating to the nature of the day trips or events does not dictate otherwise.

#### **5.2 The reservation order**

- 5.2.1 The VVV acts as an intermediary in making reservations for accommodations, transport, excursions, events, museum visits, attractions, etc. on the instructions and in the name of the client. Handling payments and cancellations of these reservations forms part of the intermediary services.
- 5.2.2 Reservations can be made through the VVV website, by fax, phone or email or at one of the VVV branches in the Netherlands.
- 5.2.3 A reservation order is effected once the order, whether orally or in writing, has been given to the VVV, regardless of whether the VVV or the service provider has already provided a confirmation.
- 5.2.4 Contrary to the provisions of Article 5.2.3, a reservation order for a group arrangement is effected once the VVV has received an order confirmation signed by the service provider. The service provider is fully and jointly and severally liable for all obligations arising from a reservation order for a group arrangement.
- 5.2.5 An agreement between the service provider and the VVV is aimed at and limited to intermediary services. An intermediary service results in an agreement between the client and the service provider relating to a reservation. The VVV is not a party to such an agreement.
- 5.2.6 An agreement between the client and the service provider is subject to the service provider's conditions, if any. The VVV will provide these conditions on request.
- 5.2.7 The VVV is entitled to charge mediation costs.
- 5.2.8 The client will provide the VVV in good time with all the information required for the conclusion and the implementation of the agreement with the service provider.
- 5.2.9 Prices of booked services may be adjusted in conformity with the service provider's conditions. The VVV will notify the client of price adjustments and pass them on accordingly as soon as possible.

#### **5.3 Payment**

- 5.3.1 Payments are made by means of a transfer of the amounts due into the bank account of the VVV. The VVV will retain the amounts paid for the service provider, but will under no



circumstances become a party to the agreement between the service provider and the client by receiving the amounts due.

- 5.3.2 50% of the amounts due must be paid within 14 days of making the reservation.
- 5.3.3 Contrary to the provisions of Article 5.3.2, in the event of group arrangements 50% of the amounts due must be paid within 14 days of the invoice date. However, if the total amount due is less than € 500, the amounts due must be paid immediately and in full at the time the reservation is made.
- 5.3.4 The remaining amount due must be paid into the VVV's bank account no later than 14 days prior to commencement of the booked service.  
In the event of group arrangements the remaining amount due must be paid into the VVV's bank account no later than 21 days prior to commencement of the booked service.
- 5.3.5 Payments for reservations made within one month prior to commencement of the booked service must be made immediately and in full at the time the reservation is made.
- 5.3.6 The client will receive a reservation confirmation upon payment.
- 5.3.7 Notwithstanding the provisions of Article 8, the VVV will have the right to terminate the intermediary agreement between the VVV and the client immediately if the above payment terms are exceeded. In that case the VVV will cancel the booked service and charge any costs involved to the client. Any payments made will not be refunded.

#### **5.4 Alteration and cancellation**

- 5.4.1 Alterations to reservations at the request of the client will be implemented by the VVV if and in so far as possible. The VVV will charge alteration and/or administration costs for any alterations to reservations implemented by it. Any alteration and/or administration costs charged to the VVV by the service provider, will at all times be passed on in full to the client. The client will ensure prompt payment.
- 5.4.2 Contrary to the provisions of Article 5.4.1, the VVV will implement alterations to a group arrangement free of charge the first time round. For any subsequent alterations the VVV will charge alteration and/or administration costs in accordance with Article 5.4.1.  
Reducing the number of participants in a group arrangement by less than 10% is possible until five working days prior to commencement of the arrangement, on payment of the alteration and/or administration costs due. After that date, the last known group size will apply. In case of a reduction in the number of participants by more than 10%, the cancellation provision of Article 5.4.4. will apply. Changes to the number of participants must be notified in writing, including by fax or email.  
Any alteration and/or administration costs charged to the VVV by the service provider due to the above alterations will at all times be passed on in full to the client. The client will ensure prompt payment.
- 5.4.3 The VVV reserves the right to make alterations to the reservation orders or the programmes, if and in so far as it has well-founded reasons to do so.
- 5.4.4 Reservations can be cancelled on working days by means of a written request to the VVV or directly to the service provider. As an intermediary, the VVV does not charge any cancellation costs. Any cancellation costs charged by the service provider, however, will be passed on to the client. In case of cancellation, mediation costs and any alteration costs charged will not be refunded.
- 5.4.5 Contrary to the provisions of Article 5.4.4, the client will owe the VVV cancellation costs in case of cancellation of a group arrangement, day trip, event or participation thereto, in accordance with the following conditions:
  - in case of cancellation more than three months prior to commencement of the arrangement/day trip/event: € 50
  - in case of cancellation more than two months prior to commencement of the arrangement/day trip/event: 15% of the total price for the arrangement/day trip/event, with a minimum of € 75
  - in case of cancellation more than one month prior to commencement of the arrangement/day trip/event: 35% of the total price for the arrangement/day trip/event



- in case of cancellation more than fourteen days prior to commencement of the arrangement/day trip/event: 60% of the total price for the arrangement/day trip/event
  - in case of cancellation more than five days prior to commencement of the arrangement/day trip/event: 85% of the total price for the arrangement/day trip/event
  - in case of cancellation five days or less prior to commencement of the arrangement/day trip/event: 100% of the total price for the arrangement/day trip/event
- In addition, mediation costs and any alteration costs charged will not be refunded.

## **6. Liability**

- 6.1 Any complaints about the selling, mediation or other activities of the VVV, such as the organization of or involvement in day trips and events, may be submitted in writing to the VVV until one month after the sale, booked service or other activity.  
If the client submits his/her claim too late, any rights he or she may have will lapse.
- 6.2 As provided in Article 5.2.5, the VVV is not a party to an agreement between the client and the service provider and will therefore not be liable for the quality of the booked service. In case of complaints about the quality of the booked service, the client must apply directly to the service provider. Any complaints about the quality of the booked service submitted to the VVV will be passed on to the service provider for further settlement.
- 6.3 With respect to services, the VVV is merely an intermediary and will therefore never be liable for any loss incurred by the client as a result of the booked service.
- 6.4 The VVV is not liable to the customer for any loss incurred as a result of any products sold and delivered.
- 6.5 The VVV can be involved in an event. Unless expressly stated otherwise by the VVV, the VVV itself does not organize the events. The VVV can be involved in events on account of its position in the area of tourism and recreation. In principle, the VVV is not responsible as organizer for the smooth running of the events.
- 6.6 Except in cases of intent or gross negligence, the VVV will never be liable for loss as a result of incorrect or incomplete photographs, brochures, leaflets and other information relating to, for instance, the quality of the booked service, products delivered, day trips or events.
- 6.7 In so far as the VVV could be held liable in any way to the client/customer or other contracting party, and the client/customer or other contracting party were to incur a loss, the VVV's liability will be limited to a maximum of 25% of the invoiced amount. Whatever the case may be, the VVV's liability will never exceed the amount paid out under the VVV's liability insurance in the case concerned. The VVV can never be held liable for any loss that is insured by the client/customer or other contracting party.
- 6.8 In principle, the VVV does not organize any trips. Notwithstanding the provisions of the preceding paragraphs and if and in so far as the VVV does qualify as tour operator pursuant to Section 500 Book 7 of the Dutch Civil Code, its liability for loss other than loss caused by death or injury will be limited to an amount not exceeding three times the invoiced amount.
- 6.9 The VVV is not liable for any commitments made by its staff and/or third parties, that diverge from these conditions or the conditions of the service provider responsible, unless these commitments have been confirmed in writing afterwards.
- 6.10 The exclusions and limitations of liability included in this article also apply to the VVV's staff and/or any third parties engaged by the VVV.

## **7. Force Majeure**

- 7.1 The parties will not remain bound by any obligation if and in so far as they are unable to comply with that obligation due to circumstances which cannot be attributed to their



negligence and for which circumstances they cannot be blamed by virtue of the law or a legal act, or according to common opinion.

- 7.2 As long as the force majeure persists, the parties may suspend their obligations under the agreement. If this period continues until after the expiry of the term of delivery, the parties will be entitled to terminate all or part of the agreement, without any obligation to compensate the other party for any loss.

## **8. Termination, statutory interest and extrajudicial costs**

- 8.1 If the amounts payable are not paid within the stipulated period, the customer, client or other contracting party will be in default immediately by operation of law and will have to pay the statutory interest and extrajudicial collection costs payable on the outstanding amount.
- 8.2 The extrajudicial costs will amount to fifteen per cent (15%) of the amount or amounts owed, with a minimum of € 40.
- 8.3 Payments made by the customer, client or other contracting party will always first be applied to settle all interest and expenses payable and subsequently to settle those invoice amounts which have been outstanding for the longest period, even though the customer, client or other contracting party has stated that the payment relates to an invoice of a later date.
- 8.4 In case of bankruptcy or liquidation, a debt management scheme (*Wet schuldsanering natuurlijke personen*), suspension of payment, attachment or if the customer, client or other contracting party has been placed under guardianship or otherwise loses full or partial power of disposition of his or her assets, the agreement will be automatically terminated. The customer, client or other contracting party will be liable for loss incurred by the VVV.

## **9. Applicable law and competent court / interpretation**

All legal relationships with the VVV are governed exclusively by Dutch law. All disputes in which a choice of forum is allowed will be exclusively submitted to the court in the district in which the VVV has its registered office. In the event of a dispute about the interpretation of these conditions, the version in Dutch will prevail. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

These general conditions have been filed on 8 December 2009 at the office of the Chamber of Commerce of Utrecht under no. 30190464.