

Maastrichts Marketing General Terms and Conditions of Group Bookings

1. Definitions

In these General Terms and Conditions, the following terms have the following meaning, unless explicitly indicated otherwise:

- 1.1 Maastricht Marketing: the Foundation launched in Maastricht which operates under the trade names VVV Maastricht, Maastricht for Groups & Events, Maastricht Underground, Explore Maastricht, and Visit Maastricht, under Dutch Chamber of Commerce number: 41078147
- 1.2 Customer: the party (natural or legal person) to whom Maastricht for Groups & Events sells or supplies goods or services.
- 1.3 Service: accommodation, transport, excursions, guided tours, events, group activities, tourist activities, or other activities.
- 1.4 Service Provider: the provider of accommodation, the carrier, the excursion provider, the events organizer, or another party, responsible for delivering the Service, including Maastricht for Groups & Events (MGE) itself.
- 1.5 Order/Reservation Order: the order from a customer to Maastricht for Groups & Events (MGE) to make a reservation or to enter into an agreement with a service provider.
- 1.6 Business Days: Monday to Friday, except for public holidays.
- 1.7 Order Confirmation: this can be a quote signed by the customer and/or a signed confirmation of reservation.
- 1.8 Reservation Value: the total expected turnover of the order confirmation, including VAT.
- 1.9 Group Booking: a booking made by the Maastricht department for Groups & Events, operating within Maastricht for Groups & Events (MGE).

2. MGE activities: supplying information, sales, & brokerage

MGE assembles bookings at the Customer's request, which may involve making use of third-party services, such as accommodation, transport, excursions, events, museums, attractions, etc. In addition, MGE sells and organizes various self-administered excursions and programmes.

The sale of these bookings, including excursions, programmes, arrangements and day trips, occurs through different channels, such as the Internet, phone, and e-mail.

3. Applicability of the General Terms and Conditions

- 3.1 These General Terms and Conditions apply to all quotes, services, products, activities, and other commitments of or with MGE, including (but explicitly not limited to):
 - any sale and supply of products and services by MGE to customers and
 - all Reservation Orders accepted by MGE and
 - the organization of or involvement in Group Bookings.
- 3.2 Any derogations from these terms and conditions are only valid if they are agreed in writing.
- 3.3 If any of these General Terms and Conditions is invalid or declared void, the other conditions remain in effect and the invalid or voided provisions are to be interpreted as closely as possible to the content of the original conditions without contravening the law.
- 3.4 The General Terms and Conditions for Group Bookings are made available digitally before or at the time of commencement of an agreement, so that the Customer can download them in order to have the option to access them at a later date.

4. Activities for the sale and organization of day trips, arrangements, group programmes, tours, and events

4.1 The Reservation Order:

4.1.1 The Order to arrange a Group Booking is established when MGE receives an Order Confirmation signed by the Customer. The Customer is fully liable and can be held jointly and severally liable for all obligations arising from the Reservation Order.

4.1.2 The Customer shall provide MGE with all the necessary information in good time, before the agreement is entered into with the Service Provider and before the agreement is executed.

4.2 Payment:

4.2.1 In the case of Group Bookings, 60% of the amount due must be paid within 14 days of the invoice date if the total amount due is €500 or over. The remainder of the amount due is to be credited to MGE's bank account no later than 21 days before the reserved Service commences. If the total amount due is less than €500, the amount due is to be settled immediately, in full, at the time the Order is given.

4.2.2 In the case of Reservation Orders given within one month before the start of the reserved Service, the amount due is to be paid in full and immediately at the time the Order is given.

4.2.3 Without prejudice to the provisions in Article 6, MGE has the right to immediately annul the agreement between MGE and the Customer if the set terms of payment are exceeded. In that case, MGE annuls the reserved Service and recovers any associated costs from the Customer. Any amounts already paid will not be refunded.

4.3 Guarantee and interim payments:

4.3.1 MGE may at any time require the Customer to pay or to have paid a security deposit of up to the Reservation Value less any interim payments already made.

4.3.2 Security deposits are soundly managed, only serve as security for MGE, and are explicitly not considered as received income.

4.3.3 MGE is authorized to recover anything the Customer owes it on any basis from the security deposit pursuant to the previous provisions. MGE shall refund the remainder to the Customer without delay.

4.4 Amendments and cancellations:

4.4.1 Amendments to a Group Booking, other than changes of time, date, or number of participants, are processed free of charge on the first occasion. For subsequent changes, amendment costs and/or administration costs are charged at €15 per amendment. For a reduction in the number of participants, a change in date, and/or a change in time, the cancellation provision of Article 4.4.3 is applied. Amendments are to be sent in writing by e-mail. The Customer shall ensure that the payment is made on time.

4.4.2 MGE reserves the right to make changes to Reservation Orders or their programmes.

4.4.3 Reservations for Group Bookings can be cancelled during Business Days by contacting MGE in writing; when cancelling, the Customer owes MGE cancellation costs as follows:

- in the event of a cancellation more than three months before the Service commences, the reservation costs are due, except in the case of:
 - a cancellation in the sixth, fifth, or fourth month before the start of the hall hire or meeting room facility: 10% of the total charge for the hall hire or meeting room facility;
 - a cancellation more than two months before the Service commences: 15% of the Reservation Value;
 - a cancellation more than one month before the Service commences: 35% of the Reservation Value;
 - a cancellation more than fourteen Business Days before the Service commences: 60% of the Reservation Value;
 - a cancellation more than seven Business Days before the Service commences: 85% of the Reservation Value;
 - a cancellation of seven working days or less before the Service commences: 100% of the Reservation Value.
- In addition, invoiced reservation and/or organization costs and any amendment costs will not be reimbursed.

5. Complaints procedure

In the event the Customer has a complaint about a Service provided by or employee of MGE, the Customer must submit the complaint to MGE in writing, by fax or e-mail, within one month from the time when the Service was provided. After studying the complaint, MGE enters into consultation with the Customer as soon as possible, but in any case within 14 days from the date of receiving the complaint, to see whether the complaint can be resolved. If the complaint relates to a service carried out by another Service Provider, MGE forwards the complaint to the Service Provider concerned for further processing.

6. Liability

- 6.1 Any participation in arrangements, tours, or other activities organized by third parties or by MGE is entirely at the participants' own risk.
- 6.2 Except in the case of intent and/or gross negligence on the part of MGE or its employees, MGE does not accept any liability for consequential damage or damage resulting death, injury, accidents, offence, loss, or theft inflicted on the Customer or other participants during or as a result of the execution of the Service.
- 6.3 MGE is never liable for damage as a result of inaccuracies or incompleteness of the pictures, brochures, leaflets and other information provided, for example regarding the reserved Service, day excursions, or arrangements or the quality of any of these, except in the case of intent or gross negligence by MGE.
- 6.4 MGE is not liable for damage inflicted on third parties. The Customer or other participant therefore indemnifies MGE against claims from third parties on any basis at all.
- 6.5 In the case of the letting or subletting of vehicles, including bikes, e-bikes, and/or scooters/segways, the Customer is fully liable for damage to vehicles or for the theft of third party (rental company) vehicles, even if the resources provided, including locks and chains, are used.
- 6.6 If it is established in law that MGE is liable for damage incurred by a Customer as a result of participation in arrangements, day trips, activities, group programmes, or guided tours, MGE's liability in no case exceeds the amount that is paid out in the case concerned under MGE's liability insurance, less the amount of excess specified in the policy.
- 6.7 MGE does not accept any liability for costs already incurred by the Customer on premiums for insurance policies if a Service cannot go ahead.
- 6.8 Without prejudice to the provisions of Book 6, Article 89 and Book 7, Article 23 of the Dutch Civil Code, any right of claim expires two months from the date when the Service is granted or the product is sold, or in any case the date when the Customer knew or could reasonably have known about the fault. The Customer shall send the complaint, with substantiation, to MGE by registered letter within the specified period.
- 6.9 MGE is not responsible or liable for any promise made by its employees and/or third parties which derogates from the conditions set out here or from the conditions of the Service Provider concerned, unless such promises have subsequently been explicitly confirmed in writing.

7. Refusal of permission

- 7.1 Permission to participate in the activities of MGE or of third parties can be refused in the event of suspected abuse of alcohol or drugs, or in the event of other physical limitations that may result in health risks or other risks to the participant himself/herself and/or other participants and/or employees and/or the relevant Service Provider's property if participation or access is permitted.
- 7.2 If permission is refused as a result of the previous paragraph (7.1), no money will be refunded.

8. Force majeure

- 8.1 The Parties are not obliged to comply with any obligation, if and insofar they are prevented from doing so as a result of circumstances that are not attributable to them and that they cannot be held liable for by law or legal act or according to generally accepted standards, including measures imposed by the Dutch government and weather conditions in the category code red in Limburg.

8.2 The Parties may suspend their obligations arising from the agreement for the duration of the force majeure. If this period continues until after the delivery term, the Parties are entitled to partially or completely terminate the agreement, without owing damages to the other Party.

9. Termination, statutory interest and extrajudicial costs

9.1 If any amounts due are not settled within the specified term, the Customer or any other contracting party is immediately in default by application of law and owes statutory interest and extrajudicial collection costs on the outstanding amount, in conformity with the Dutch graduated scale of extrajudicial collection costs (BIK), or with the applicable criteria for collection costs.

9.2 Payments made by the Customer or other contracting party are always first used to settle all interest and costs owed, and subsequently those invoice amounts which have been outstanding for the longest period, even if the Customer or other contracting party has stated that the payment relates to a later invoice.

9.3 In the event of bankruptcy, a debt management scheme under the Dutch Debt Management (Natural Persons) Act, a suspension of payments, a guardianship order, or if the Customer or other contracting party loses power of disposition over all or part of his/her assets, the agreement is automatically terminated. The Customer or other contracting party is liable for the loss incurred by MGE.

10. Applicable law and competent court/interpretation of text

Any legal relationships with MGE are exclusively governed by the law of the Netherlands.

All disputes in which a choice of forum is permitted are exclusively to be brought before the competent court of Maastricht location of the District Court of Limburg, this city being where MGE has its registered office.

In any dispute regarding the interpretation of these conditions, the Dutch version takes precedence. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.