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General Terms and Conditions of architour

architour, Utrechtsedwarsstraat 30B, Amsterdam, registered with the Netherlands Chamber of Commerce (KvK) under number 71387331.

Article 1 Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

Contractor: architour.

Client: any legal entity or natural person who instructs the Contractor to carry out work, regardless of whether this person acts as a private individual or in a business capacity.

Intermediary: a legal entity or natural person who requests or books services of the Contractor on behalf of or for the account of a third party (end customer), for example an agency, a tour operator or a booking platform.

Participants: the persons taking part in the tour, event and/or arrangement carried out by the Contractor.

Agreement: the agreement between the Client and the Contractor.

Production date: the (first) day on which the event and/or arrangement to be organised or carried out by the Contractor under the Agreement takes place.

Consumer: a natural person who is not acting in the course of a trade, business or profession.

Article 2 Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to every offer and every Agreement to which the Contractor has declared them applicable, unless the parties have expressly deviated from them in writing.
2. General terms and conditions of the Client or of an Intermediary do not apply. Their applicability is expressly rejected, even if the Client or Intermediary refers to them in its request, order or order confirmation.
3. Deviations from these General Terms and Conditions are only valid if they have been expressly agreed in writing between the parties.
4. These General Terms and Conditions are available in Dutch, English and German. In the event of any discrepancy between the versions or any question of interpretation, the Dutch version shall prevail.

Article 3 Offers

1. Offers made by the Contractor are valid for 14 days from the date of the offer, unless a different period is stated in the offer. Informative discussions are non-binding, unless otherwise agreed in the informative discussion.
2. Guides and third-party services are only reserved once the Agreement has been concluded. Until then, the Contractor cannot guarantee their availability.

3. Unless stated otherwise, the prices stated in the offer are exclusive of VAT, transport costs and any travel and accommodation costs required for the performance of the Agreement.
4. The Contractor is entitled to pass on to the Client any interim cost changes resulting from changes in government regulations, government levies or other requirements. In the event of a price increase resulting from interim cost changes not caused by the government, the Client is entitled to terminate the Agreement if the reason for the price increase arose within three months of the conclusion of the Agreement and the Contractor actually passes the costs on in the price. Foreign currencies are converted at the exchange rate applicable on the invoice date.

Article 4 Performance of the Agreement

1. The Contractor shall perform the Agreement to the best of its knowledge and ability and in accordance with good professional practice.
2. The Client shall ensure that all information which the Contractor indicates is required, or which the Client should reasonably know is required for the performance of the Agreement, is provided to the Contractor in good time. If the information required for the performance of the Agreement has not been provided in good time, the Contractor is entitled to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay at the usual market rates.
3. The Contractor is not liable for damage of any kind arising from the Contractor having relied on incorrect and/or incomplete information provided by the Client, unless the Contractor should have noticed such inaccuracy or incompleteness.
4. If it has been agreed that the Agreement will be performed in phases, the Contractor may postpone the performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
5. Tours take place in all weather conditions. The exception is a severe weather warning issued by the KNMI with code orange or red; in that case Article 17 applies.
6. The Client shall ensure that the Participants arrive at the agreed meeting point on time. In the event of a delay, the guide will wait, but the tour will end at the agreed time. In this case, there is no entitlement to an extension of the tour or to a reduction of the price.

Article 5 Representation

1. If and insofar as this is necessary for the proper performance of the Agreement, the Contractor is entitled to have certain work carried out by third parties. Third parties are engaged in consultation with the Client wherever possible.
2. If, for the proper performance of the Agreement, the Contractor is required to enter into agreements with third parties, it acts as the indirect representative of the Client. The Contractor is entitled to charge an agency fee for this.
3. The Contractor shall make reasonable efforts to ensure that the obligations under the agreements referred to in the previous paragraph are fulfilled, without, however, being obliged to take action against these third parties.

4. Paragraphs 1 to 3 apply insofar as they do not conflict with the mandatory provisions of Articles 7:425 to 7:427 of the Dutch Civil Code or any mandatory provisions on agency agreements that may apply in the future.

Article 6 Bookings through Intermediaries

1. If an Intermediary books services of the Contractor for an end customer, the Intermediary is the Client within the meaning of these General Terms and Conditions, unless expressly agreed otherwise in writing. The Intermediary is liable to the Contractor for payment of the agreed amount.
2. The Intermediary shall inform the end customer and the Participants of the provisions of these General Terms and Conditions relevant to them, in particular Articles 4, 7, 11 and 17.
3. Commissions or discounts for Intermediaries only apply if they have been agreed in the offer or otherwise in writing.

Article 7 Number of Participants

1. The number of Participants stated in the Agreement may be changed in writing up to 4 weeks before the Production date at the latest. The price will be adjusted accordingly; any amount overpaid as a result of a reduction will be refunded. An increase is only possible subject to the availability of guides and services.
2. After this period, the most recently confirmed number of Participants will be charged in full, even if fewer Participants attend.

Article 8 Amendments to the Agreement

1. If, during the performance of the Agreement, it becomes apparent that an amendment or extension of the work to be carried out is necessary for its proper performance, the parties shall adjust the Agreement accordingly by mutual consent and in good time.
2. If the parties agree to an amendment or extension of the Agreement, this may affect the time of completion of the performance. Where applicable, the Contractor shall notify the Client of this as soon as possible.
3. If the amendment or extension of the Agreement has financial and/or qualitative consequences, the Contractor shall inform the Client of this in advance. If a fixed price and/or fixed fee has been agreed, the Contractor shall indicate to what extent the amendment or extension will result in this price and/or fee being exceeded.
4. Notwithstanding paragraph 3, the Contractor cannot charge additional costs if the amendment or extension results from circumstances attributable to the Contractor.

Article 9 Confidentiality

Both parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been designated as such by the other party or if this follows from the nature of the information.

Article 10 Intellectual Property

1. Without prejudice to the provisions of Article 9, the Contractor reserves the rights and powers to which it is entitled under copyright law.
2. All documents provided by the Contractor, such as reports, recommendations, designs, sketches, drawings, software etc., are intended exclusively for use by the Client and may not be reproduced, published or made available to third parties without the prior consent of the Contractor.
3. The Contractor also reserves the right to use the knowledge acquired in the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 11 Termination and Cancellation

1. Both parties may terminate the Agreement at any time, provided that the termination is made in writing and states the reasons.
2. If the Client cancels the assignment after the Agreement has been concluded, the Client is obliged to pay the following share of the agreed amount stated in the Agreement, depending on the time of cancellation:
   – more than 30 days before the production date: the organisation fee stated in the agreement
   – 30 to 15 days before the production date: 50%
   – 14 to 6 days before the production date: 75%
   – 5 days or less before the production date: 100%
3. Amounts already paid will be refunded after deduction of the amount owed under paragraph 2.
4. The time of cancellation is the time at which the written cancellation is received by the Contractor.

Article 12 Immediate Payability and Suspension

The Contractor's claims against the Client become immediately due and payable in the following cases:

– if, after the conclusion of the Agreement, the Contractor becomes aware of circumstances that give it good reason to fear that the Client will not fulfil its obligations;

– if the Contractor requested the Client to provide security when the Agreement was concluded and this security is not provided or is insufficient.

In the cases mentioned, the Contractor is entitled to suspend further performance of the Agreement or to dissolve the Agreement, without prejudice to its right to claim damages.

Article 13 Defects and Complaints Period

1. The Client must notify the Contractor in writing of any complaints about the work carried out within 8 days of discovery, but no later than 8 days after completion of the relevant work by the Contractor.
2. If a complaint is justified, the Contractor shall still carry out the work as agreed, unless this has become pointless for the Client. The Client must make this known. If subsequent performance is no longer possible or no longer meaningful, the Contractor is only liable within the limits of Article 16.

Article 14 Payment

1. The agreed amount stated in the Agreement must be paid 100% in advance.

2. Payment must be received by the Contractor within 14 days of the invoice date, and in any event before the Production date. After this period has expired, the Client is in default.
3. If payment has not been received in full by the Production date, the Contractor is entitled to suspend the performance of the Agreement. This does not affect the Client's obligations under Article 11.
4. In the event of the liquidation or insolvency of the Client, or if the Client has been granted a suspension of payments, the Client's obligations become immediately due and payable.

Article 15 Collection Costs

1. If the Client is in default in the fulfilment of one or more of its obligations, the Client must reimburse all reasonable costs incurred by the Contractor in obtaining payment out of court.
2. The Client must reimburse the Contractor for all legal costs in all instances, unless the Client proves that these are unreasonably high. This provision only applies if the Contractor or the Client brings legal proceedings in relation to an Agreement to which these General Terms and Conditions apply and a final judgment is given in which the Client is wholly or predominantly unsuccessful.

Article 16 Liability

1. The total liability of the Contractor is limited to the amount covered by its liability insurance.
2. The Contractor is only liable for direct damage resulting from non-performance, late performance or inadequate performance of the Agreement. The Contractor is not liable for indirect damage, consequential damage or incidental damage such as loss of profit.
3. The Contractor is not liable for risks typically associated with travel and outdoor activities.
4. The Client is responsible for ensuring that the Participants have adequate insurance cover.
5. The limitations of liability in these General Terms and Conditions do not apply if the damage was caused by intent or gross negligence on the part of the Contractor or its managerial staff.
6. The Client must notify the Contractor of all claims for damages without delay, but no later than 8 days after the day on which the Client discovered or should have discovered the damage.
7. The limitation period for any claim for damages by the Client is 18 months and commences on the day after the occurrence of the event causing the damage.

Article 17 Force Majeure

1. Force majeure means any circumstance that prevents the performance of the Agreement and is not attributable to the Contractor. This includes, if and insofar as these circumstances make performance impossible or unreasonably difficult:
   - strikes;
   - a general shortage of raw materials and other goods or services required to provide the agreed services;
   - unforeseeable stagnation at suppliers or other third parties on whom the Contractor depends;
   - the unavailability of a guide due to illness;
   - general transport problems and the unavailability of boats, coaches or other means of transport;
   - the short-notice closure or blocking of buildings, sites or roads, including as a result of construction work or events;

– measures taken by public authorities;
– severe weather warnings issued by the KNMI with code orange or red.

2. The Contractor is also entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor should have fulfilled its obligation.
3. Where possible, the Contractor is entitled to provide a reasonable alternative. If the Contractor provides a reasonable alternative, the Client is not entitled to a reduction of the agreed price and/or fee, nor to dissolution of the Agreement.
4. If the tour cannot take place, or can only take place in part, due to force majeure, the Contractor shall retain the amounts already paid. A refund is excluded.
5. The Contractor's obligations are suspended for as long as the force majeure situation continues.

Article 18 Data Protection

1. The Contractor processes personal data of the Client and the Participants only insofar as this is necessary for the performance of the Agreement, and only discloses such data to third parties involved in the performance, for example guides or transport companies.
2. If the Client or an Intermediary provides the Contractor with personal data of Participants, it shall ensure that it is entitled to disclose such data.
3. Further details are set out in the Contractor's privacy policy, available at www.architour.nl/privacy-policy.

Article 19 Dispute Resolution

1. Notwithstanding the statutory rules on the jurisdiction of the civil courts, any dispute between the Contractor and the Client shall, insofar as the court has jurisdiction, be submitted to the District Court (Rechtbank) of Amsterdam. The Contractor nevertheless remains entitled to summon the Client before the court that has jurisdiction under the law or under the applicable international treaty.
2. If the Client is a Consumer, or if three or fewer persons work in its business or practice (including the Client itself), the Client has the right, within one month after the Contractor has invoked this provision in writing, to have the dispute decided by the court that has jurisdiction by law.

Article 20 Applicable Law

All legal relationships between the Client and the Contractor are governed by Dutch law.

Article 21 Amendment of the Terms and Conditions

The Contractor is entitled to amend these terms and conditions. The amendments take effect on the announced date of entry into force. The Contractor shall send the amended terms and conditions to the Client in good time. If no date of entry into force has been communicated, the amendments take effect for the Client as soon as the Client has been notified of the amendment.

Amsterdam, October 2026