



# BOOKING TERMS AND CONDITIONS

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us (the “Contract”). The party making the booking will hereinafter be referred to as “you”.

## 1. Contract

- a. Your Contract is with Stichting Outward Bound Netherlands, a charity registered in Middelburg with the West-Brabant en Zeeland Chamber of Commerce under charity registered number 63491419 (“OBNL/Organiser”).
- b. When you make a booking to participate in one of the courses of OBNL (a “Course”) you do so on behalf of your organisation and each of your participants (each a “Participant” together the “Participants”).
- c. **You warrant and guarantee that:**
  - i. you have the authority to enter into this Contract;
  - ii. that you accept the terms of this Contract;
  - iii. that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and
  - iv. that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 18 years of age, the authority of their parents or guardians to enter into this Contract.
- d. The Contract between us will be formed on the earlier of the date when OBNL receives your Deposit (as defined below) or when OBNL receives a signed copy of the Contract from you.

## 2. Fees and deposit

- a. The course fee payable by any Group (as defined below) shall be as set by OBNL and shall be stated on the Contract of Business (the “Total Course Fee”).
- b. The deposit is the sum equal to 20% of the Payable Course Fee (the “Deposit”).
- c. Each Course will be split into Groups (a “Group”). The minimum number of Participants in any Group is 10 and the maximum number of Participants is 12. If there are multiple Groups, number of Groups will be calculated based on a maximum fill of 12 Participants per Group. The Total Course Fee will be based

on the number of Participants in each Group for each Course. If there are fewer than 12 Participants in any Group, the fee for that Group shall be based on 12 Participants e.g. if there are 13 Participants this will require 2 Groups and the Total Course Fee will be based on 24 Participants. In any other event, the fee for that Group will be based on the actual number of Participants in the Group.

- d. Subject to clause 2.6 if the booking is made more than 8 weeks prior to the start date of the Course (the "Start Date"), the Deposit must be paid within 28 days of the receipt of an invoice for the Deposit from OBNL.
- e. Subject to clause 2.6 if the booking is made more than 8 weeks prior to the Start Date of the Course, the Remaining Course Fee must be paid 8 weeks before the Start Date.
- f. Notwithstanding clauses 2.5 and 2.4 if the booking is made less than 8 weeks prior to the Start Date, the Deposit and the Remaining Course Fee must be paid immediately.
- g. Where OBNL has assisted you as agent in booking transport in addition to that provided as standard with the Course, this aspect of the service [including coach, train and other transfers] (the "Transport Service") is separate and your contract in respect of this service shall be between you and the provider of the Transport Service as identified in our invoice. OBNL does not accept any liability in respect of the Transport Service as this is a matter between you and the third-party provider.
- h. The Transport Service costs quoted may be subject to change in exceptional circumstances. OBNL will advise you of any change at the earliest opportunity and you will be liable to pay any reasonable increase in cost.
- i. Where any payment due from you is overdue, OBNL reserves the right to charge interest on the full outstanding amount, on a daily basis, at the rate of one per cent (1%) above Rabo Bank base rate, until payment in full is made.
- j. Payments made by credit card will incur a charge in accordance with current rates.

### 3. Cancellation or amendment by you

- a. You may cancel the Course at any time. From the day of booking you have a cooling-off period of 14 calendar days. Within this period you can cancel the booking without penalty and without giving any reason.
- b. In the event of cancellation after the cooling-off period you will be required to pay the applicable cancellation charge, (the "Cancellation Charge") as shown below.
  - i. 15 days after Booking Date – 57 days prior to the Start Date – Loss of Deposit
  - ii. 56 – 29 days prior to the Start Date – 50% of the Payable Course Fee
  - iii. 28 – 15 days prior to the Start Date – 75% of the Payable Course Fee
  - iv. Fewer than 14 days prior to the Start Date – 100% of Payable Course Fee
- c. The date of effective cancellation is the date of receipt by OBNL of written notice of the cancellation from you. You must not assume we have received your notice of cancellation until you have received an acknowledgement from us (the "Acknowledgement"), confirming the cancellation of your booking and providing details of any sums due. If you do not receive the Acknowledgment within 7 days of your notice of cancellation you must submit a new cancellation notice as we will not have received your original notification and it will be deemed not to have been sent.
- d. You may usually add additional Participants to the Course up until the Start Date by written notice to OBNL. Where we can meet your request, your Total Course Fee shall be varied accordingly and any extra payments required shall be invoiced by us and shall be due and payable as directed by us. Please note that you may also be asked to pay an administration fee of twenty euro (€25) per Participant, for each alteration to your booking ("Administration Fee").
- e. In the event of the cancellation of a Participant's place on the Course, you may transfer that place to a new Participant by written notice up to two weeks prior to the Start Date. Such transfers may be subject to the Administration Fee and

must be accompanied by all relevant information, for example all medical information, for each new Participant. Alternatively, you may reduce the number of Participants taking part in the Course, but in this event, cancelled Participant places will be subject to the Cancellation Charges stated in clause 3.2 and the number of Groups will be recalculated to ensure a maximum fill of 12 Participants per Group.

**4. Cancellation or amendment by OBNL**

- a. If for any reason OBNL is not able to offer the Course on the terms of the booking which you have made, we shall endeavour to find an alternative course for you to attend.
- b. OBNL will refund you the difference in price if the alternative course fee is of a lesser amount.
- c. If no alternative course can be agreed, OBNL may cancel your booking.
- d. If the Deposit or the Remaining Course Fee is not paid on the due date, OBNL may cancel your booking and the relevant Cancellation Charge will apply.
- e. Other than pursuant to clause 4.4, in the event of a cancellation by OBNL, we will refund any course fees paid to us by you.

**5. Insurance**

- a. The Organiser is responsible for obtaining adequate legal liability insurance.
- b. The client and / or participant are expected to obtain adequate accident, travel and cancellation insurance. The Organiser shall never be liable for damages for which entitlement to compensation shall be deemed to exist under such travel, accident and / or cancellation insurance.
- c. If, during the execution of a Course, an unexpected event does occur leading to liability by the Organiser, such liability shall be limited to the amount or amounts covered by the liability insurance obtained by the Organiser, together with any excess that the Organiser carries under his liability insurance.

**6. Force majeure**

- a. The Organiser shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

**7. Health and safety**

- a. A medical declaration must be fully completed and returned to OBNL, signed by each Participant (or by the Participant's parent or guardian if under the age of 18 years) at least six weeks prior to the Start Date. Within the medical declaration, each Participant must confirm that they are in good general health to take part in the Course including but not limited to having a reasonable basic level of fitness, and Participants must be willing and able to become involved in every aspect of the Course.
- b. If the medical declaration is not completed and returned OBNL reserves the right to decline or cancel a Participant booking without having to pay any compensation and you will be liable to pay the cancellation charges outlined at clause 3.
- c. You must inform OBNL if any Participant has a medical problem or disability before you confirm your booking as not all Participants may be able to participate in all Courses.

- d. If any new medical problems or disabilities are suffered or arise between the entry into the Contract pursuant to clause 1.4 and the Start Date you must notify OBNL immediately. We reserve the right to decline or cancel a Participant's place if it considers that to continue would be harmful to the health or safety of the Participant or other Participants on the Course.
- e. You must inform us if any Participant has come into recent contact with an infectious disease. Where the Start Date falls within the accepted quarantine period for transmission of any such disease, OBNL reserves the right to exclude that Participant from the Course. This shall be deemed to be a Course cancellation by you. No compensation shall be payable by us to you or the Participant and you may be liable for payment of the Cancellation Charge set out at clause 3.2.
- f. Those under 16 are not allowed to smoke. The normal disciplinary process set out in The Outward Bound Community Code will apply to Participants who break this rule.
- g. By signing this Contract you accept on behalf of each Participant and agree to comply with OBNL's safety and disciplinary procedure and accept the authority of the Expedition Leader and Operations Manager. An overview of OBNL safety arrangements, risk assessments and staff qualifications are available upon request.

#### **8. Exclusion of Participant(s) from the course**

- a. In the event that:
  - i. a Participant's behaviour during the Course may prejudice the safety and wellbeing of any member of the Course, or the satisfactory progress of the Course; or
  - ii. OBNL is informed through the medical declaration form, or at any point prior to the Start Date that a Participant's attendance is likely to prejudice the safety and wellbeing of the Participant or of any other Participant of the Course or any other party involved in the Course, or any other Course being delivered at the centre at the same time; or
  - iii. if during a pre-course briefing (if applicable) OBNL deems a Participant's attendance is likely to prejudice the safety and wellbeing of the Participant or of any other Participant of the Course or any other party involved in the Course, or any other Course being delivered at the centre at the same time; or
  - iv. a Participant is not between the ages of 9 and 25 years,
  - v. OBNL reserves the right to cancel the Course booking or remove that Participant from the Course, as appropriate.
- b. In the event of the Course being cancelled or a Participant being excluded from a Course pursuant to this clause 8, no compensation shall be payable by The Trust to you or the Participant and you will be liable to pay the cancellation charges outlined at clause 3. You shall reimburse us for any reasonable costs or expenses arising, whether directly or indirectly, including costs of travel or legal expenses.

#### **9. Marketing and promotions**

- a. The information contained on OBNL's website and any other literature ("Marketing Material") is provided in good faith and is intended to represent a general picture of our products and services and shall not form any part of this Contract.
- b. OBNL occasionally employs a professional photographer to take pictures or video recordings of Participants to use in our Marketing Material. If you or any Participant does not wish to appear in any such Marketing Material, please inform us when returning the medical declaration.
- c. OBNL may use your written feedback in Marketing Material provided in any form. If you do not wish to be quoted, please inform us when providing feedback.

#### **10. Data protection**

- a. OBNL shall (and shall procure that any of its staff involved in the provision of this Contract) comply with all obligations under the Dutch Data Protection legislation (“DPL”). In particular data shall be obtained, processed and held in accordance with the DPL.
- b. By providing personal data to OBNL you consent to it being processed, used and held by us in accordance with the DPL.
- c. You consent to OBNL using your information to occasionally contact you for marketing purposes by post, telephone, email and mobile message. This will enable us to tell you about offers, news and events which we believe may be of interest to you. If you do not wish to be contacted by us for marketing purposes please let us know by calling +31 6 12119655. We will not give out your details to external parties that are not linked to OBNL.

## 11. Complaints

- a. If you have a complaint during the course please raise this matter with the expedition leader or course director at your earliest opportunity.
- b. If you are unable to raise any issues or complaints during the course please contact our customer services team in writing at our registered office at your earliest opportunity, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint.
- c. You will receive a confirmation of receipt of your complaint within a week.
- d. Your complaint will be dealt with by the complaints committee, comprising the executive director and the course director.
- e. You may be invited to further explain your complaint in person and to discuss possible solutions.
- f. You will receive a motivated answer to your complaint within 20 days.
- g. If you disagree with the solution proposed you have the opportunity to put your complaint before an independent MfN registered mediator appointed by OBNL. The decision made by the mediator is binding and OBNL will comply with it.
- h. Complaints and the method of handling are recorded and kept for 2 years.

## 12. Our liability

- a. The liability of the Organiser, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law.
- b. This Clause 12 sets out the entire financial liability of the Organiser (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
  - i. any breach of the Contract however arising;
  - ii. any use made by the Participant of the Organiser’s services; and
  - iii. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- c. Nothing in the Contract limits or excludes the liability of the Organiser:
  - i. for death or personal injury resulting from negligence; or
  - ii. for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by the Organiser.
- d. Save as provided in clause 12.3.
  - i. The Organiser shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - ii. The Organiser’s total liability to the Participant in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the sum equivalent to the Total Course Fee.
- e. The Organiser is not liable for damages resulting from:
  - i. circumstances which are attributable to the participant, such as not having the necessary travel documents, inadequate health or fitness levels,

- insufficient personal equipment, improper acts or no acts, overestimation of their own abilities or disregarding instructions;
  - ii. actions and influences of third parties not directly involved in the execution of the agreement;
  - iii. circumstances that cannot be reasonably attributed to the Organiser under Dutch law or the norms prevailing in society.
- f. The exclusions and / or limitations of liability contained in this article also apply to employees and other representatives of the Organiser and relevant service providers and their staff, unless the law stipulates otherwise.
- g. The Organiser excludes liability for any sum which can be recovered through the Insurance Cover or any other insurance cover or policy under which the loss can be recovered.

### **13. Your liability**

- a. You will be held liable for any acts by you, whether intentional or negligent acts and/or omissions, for causing damage to any property, equipment and assets involved in the provision of the Course including damage caused by any Participant on behalf of whom you have made a booking. This includes but is not limited to property owned, leased or hired by the Organiser and any property of third parties used in the provision of the Course.

### **14. Notices**

- a. Any notices must be in writing and may be delivered by hand, first class post, fax or e-mail addressed to the recipient at its registered office or to any other address, or fax number, as notified in writing to the sender by the other party. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 (forty eight) hours after posting and a notice served by fax or by email is served when the fax or email is sent.

### **15. Severance**

- a. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **16. Waiver**

- a. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **17. Third party rights**

- a. A person who is not a party to the Contract shall not have any rights under or in connection with it.

### **18. Variation**

- a. Except as set out in this Contract, any variation to the Contract, including the introduction of any additional terms and clauses, shall only be binding when agreed in writing and signed by the Organiser.

### **19. Governing law and jurisdiction**

- a. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims),

shall be governed by, and construed in accordance with, Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Netherlands.