

General Terms and Conditions City Adventures

E-mail: info@cityadventures.nl

Website: cityadventures.nl

Article 1 – Definitions

1. City Adventures: Liz Events, established in Schagen, Chamber of Commerce number 50012800.
2. Customer: the person with whom City Adventures has entered into an agreement.
3. Parties: City Adventures and Customer together.
4. Consumer: a Customer who is also an individual and acts as a private person.

Article 2 – Applicability

1. These conditions apply to all offers, quotations, activities, orders, agreements, and deliveries of services or products by or on behalf of City Adventures.
2. City Adventures and the Customer can only deviate from these conditions if agreed upon in writing.
3. City Adventures and the Customer explicitly exclude the applicability of the general terms and conditions of the Customer or others.

Article 3 – Prices

1. City Adventures uses prices in euros, including VAT and excluding any other costs such as administration or shipping costs, unless agreed otherwise in writing.
2. City Adventures may change the prices of its services and products on its website and in other communications at any time.
3. City Adventures and the Customer agree on a total amount as a guideline price for a service by City Adventures unless agreed otherwise in writing.
4. City Adventures may deviate up to 10% from the guideline price.
5. City Adventures must inform the Customer in time why a higher price is justified when the guideline price exceeds 10%.
6. The Customer may cancel the part of the order that exceeds the guideline price (increased by 10%) if the guideline price exceeds 10%.
7. City Adventures may adjust the prices annually.
8. City Adventures will notify the Customer of price adjustments before they take effect.
9. A consumer may cancel the agreement with City Adventures if he disagrees with the price increase.

Article 4 - Payments and Payment Term

1. City Adventures may require a down payment of up to 50% of the agreed amount upon entering into the agreement.
2. The Customer must make a post-payment within 1 month after delivery.
3. The payment terms used by City Adventures are final payment terms. This means that if the **4.**
4. Customer has not paid the agreed amount by the last day of the payment term, he is automatically in default and in breach without City Adventures having to send a reminder or notice of default to the Customer.
5. City Adventures may make a delivery dependent on immediate payment or require a security deposit for the total amount of the services or products.

Article 5 - Consequences of Late Payment

1. If the Customer does not pay within the agreed term, City Adventures may charge statutory interest of 2% per month for non-commercial transactions and statutory interest of 8% per month for commercial transactions from the day the Customer is in default, whereby part of a month is counted as a whole month.
2. If the Customer is in default, he must also pay extrajudicial collection costs and any compensation to City Adventures.
3. The collection costs are calculated based on the Decree on compensation for extrajudicial collection costs.
4. If the Customer does not pay on time, City Adventures may suspend its obligations until the Customer has paid.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the Customer, City Adventures' claims on the Customer are immediately due and payable.
6. If the Customer refuses to cooperate in the execution of the agreement by City Adventures, he is still obliged to pay the agreed price.

Article 6 - Right of Retention

1. If the Customer is in default, City Adventures may invoke the right of retention with respect to the unpaid products delivered to the Customer.
2. City Adventures exercises its right of retention by sending a written or electronic notice to the Customer.
3. As soon as the Customer has been informed of the invoked right of retention, the Customer must immediately return the relevant products to City Adventures unless agreed otherwise in writing.
4. The Customer pays the costs for retrieving or returning the products mentioned in paragraph 3.

Article 7 - Right of Withdrawal

1. A consumer may cancel an online purchase within 14 days of purchase without giving any reason. This right of withdrawal does not apply when:
 - the product has been used
 - the product is made or customized specifically for the consumer
 - the product or service involves lodging, travel, restaurant services, transport, catering assignment, or a form of leisure activity
 - the consumer has waived his right of withdrawal
 - the service is fully performed within the cooling-off period with the Customer's consent, and the Customer has expressly waived the right of withdrawal
2. The 14-day cooling-off period mentioned in paragraph 1 starts:
 - the day after the consumer has received the last product or part of an order
 - as soon as the consumer has concluded an agreement for the provision of a service
 - as soon as the consumer has confirmed that he will download digital content via the internet
3. The consumer can use the cooling-off period by sending an email with that subject to info@cityadventures.nl.

4. The consumer is obliged to return the product to City Adventures within 14 days of notifying his right of withdrawal, failing which his right of withdrawal will lapse.

Article 8 – Reimbursement of Delivery Costs

1. If the consumer has timely cancelled his purchase and timely returned the entire order to City Adventures, City Adventures will refund any shipping costs paid by the consumer within 14 days of receiving the timely and fully returned order.
2. The costs for delivery are only borne by City Adventures insofar as the entire order is returned.

Article 9 - Reimbursement of Return Costs

1. If the consumer invokes his right of withdrawal and returns the entire order on time, the Customer will pay the costs thereof.

Article 10 - Right of Suspension

1. Unless the Customer is a consumer, he hereby waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 11 - Right of Retention

1. City Adventures may exercise its right of retention and, in that case, retain the Customer's products until the Customer has paid all outstanding invoices of City Adventures, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies based on previous agreements whereby the Customer still owes money to City Adventures.
3. City Adventures is not liable for any damage the Customer may suffer due to the use of its right of retention.

Article 12 - Set-off

1. Unless the Customer is a consumer, he waives his right to set off a debt to City Adventures against a claim on City Adventures.

Article 13 - Retention of Title

1. City Adventures remains the owner of all delivered products until the Customer has paid all outstanding invoices of City Adventures related to an underlying agreement, including claims due to a failure to fulfill obligations.
2. Until that time mentioned in paragraph 1, City Adventures may exercise its retention of title and take back the items.
3. Before the ownership has been transferred to the Customer, the Customer may not pledge, sell, alienate, or encumber the products in any other way.
4. If City Adventures exercises its retention of title, this will cancel the agreement, and City Adventures may claim compensation for damages, lost profits, and interest from the Customer.

Article 14 - Delivery

1. Delivery takes place as long as stocks last.
2. Delivery takes place at City Adventures unless otherwise agreed.

3. Delivery of online-ordered products takes place at the address specified by the Customer.
4. If the Customer does not pay the agreed amounts or does not pay on time, City Adventures may suspend its obligations until the Customer pays.
5. In case of late payment, there is a default of the creditor, so the Customer cannot hold City Adventures responsible for any delayed delivery.

Article 15 - Delivery Time

1. The delivery times of City Adventures are indicative. If delivery is later, the Customer cannot derive any rights from this unless otherwise agreed in writing.
2. The delivery time starts when the Customer has completed the ordering process and received a confirmation from City Adventures.
3. The Customer is not entitled to compensation and may not cancel the agreement if City Adventures delivers later than agreed. The Customer may cancel the agreement only if agreed in writing or if City Adventures cannot deliver within 14 days after being reminded in writing, or if the Customer and City Adventures have agreed otherwise.

Article 16 - Actual Delivery

1. The Customer must ensure that the actual delivery of his ordered products can take place on time.

Article 17 - Transport Costs

1. The Customer pays the transport costs unless the Customer and City Adventures have agreed otherwise in writing.

Article 18 - Packaging and Shipping

1. If the packaging of a delivered product is opened or damaged, the Customer must have a note made by the carrier before accepting the product. If the Customer does not do this, he cannot hold City Adventures liable for any damage.
2. If the Customer arranges the transport of a product himself, he must report any visible damage to products or packaging to City Adventures before transport. If the Customer does not do this, he cannot hold City Adventures liable for any damage.

Article 19 - Insurance

1. The Customer must sufficiently insure and keep insured against, among other things, fire, explosion, and water damage, and theft:
 - delivered items that are necessary for the execution of the underlying agreement
 - items from City Adventures that are present at the Customer's premises
 - items delivered under retention of titleThe Customer must provide the policy of these insurances for inspection at City Adventures' first request.

Article 20 – Storage

1. If the Customer picks up ordered products later than the agreed delivery date, the risk of any quality loss is entirely borne by the Customer.
2. Any extra costs due to early or late purchase of products are entirely at the Customer's expense.

Article 21 - Warranty

1. If the Customer and City Adventures have entered into an agreement with a service-providing nature, this only contains an obligation of effort for City Adventures and no obligation to achieve a result.
2. The warranty on products only applies to defects caused by faulty manufacture or construction or poor materials.
3. The warranty does not apply:
 - in case of normal wear and tear
 - for damage caused by accidents
 - for damage caused by modifications to the product
 - for damage due to negligence or improper use by the Customer
 - if the cause of the defect cannot be clearly determined
4. The risk of loss, damage, or theft of the products delivered by City Adventures transfers to the Customer as soon as they are legally or actually delivered, at least come into the control of the Customer or a third party who receives the product on behalf of the Customer.

Article 22 - Execution of the Agreement

1. City Adventures will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. City Adventures may have the agreed services performed in whole or in part by others.
3. The execution of the agreement takes place in consultation and after written approval and payment of any advance by the Customer.
4. The Customer must ensure that City Adventures can start the execution of the agreement on time.
5. If the Customer does not ensure that City Adventures can start on time, the resulting extra costs are at the Customer's expense.

Article 23 - Information Provided by the Customer

1. The Customer must make all information, data, and documents that are relevant for the proper execution of the agreement available to City Adventures in a timely manner and in the desired form and manner.
2. The Customer guarantees the accuracy and completeness of the information, data, and documents provided, even if they come from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. Upon request by the Customer, City Adventures will return the relevant documents.
4. If the Customer does not, not timely, or not properly provide the reasonably required information, data, or documents, and the execution of the agreement is delayed as a result, the resulting extra costs and extra hours are at the Customer's expense.

Article 24 - Indemnification

1. The Customer indemnifies City Adventures against all claims from others related to the products and/or services delivered by City Adventures.

Article 25 - Complaints

1. The Customer must examine a product or service provided by City Adventures for any shortcomings as soon as possible.

2. If a delivered product or service does not meet what the Customer could reasonably expect, the Customer must notify City Adventures within 1 month after discovering the shortcoming.
3. A consumer must notify City Adventures no later than 2 months after discovering the shortcoming.
4. The Customer provides as detailed a description of the shortcoming as possible so that City Adventures can respond appropriately.
5. The Customer must prove that the complaint relates to an agreement between the Customer and City Adventures.
6. If a complaint concerns ongoing work, the Customer cannot demand that City Adventures perform other work than agreed.

Article 26 - Notice of Default

1. The Customer must make any notice of default known to City Adventures in writing.
2. The Customer is responsible for ensuring that his notice of default actually reaches City Adventures on time.

Article 27 - Liability of the Customer

1. When City Adventures enters into an agreement with multiple Customers, each of them is jointly and severally liable for fulfilling the obligations of that agreement.

Article 28 - Liability of City Adventures

1. City Adventures is only liable for damage suffered by the Customer if this damage is caused by intent or deliberate recklessness.
2. If City Adventures is liable for damage, it only applies to direct damage related to the execution of an underlying agreement.
3. City Adventures is not liable for indirect damage, such as consequential damage, lost profits, or damage to third parties.
4. If City Adventures is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance. If no insurance has been taken out or no amount is paid out by the insurance, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and cannot lead to any compensation, dissolution, or suspension.

Article 29 - Expiry Period

1. Any right of the Customer to compensation from City Adventures expires 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provision of Article 6:89 of the Civil Code.

Article 30 - Termination

1. The Customer may terminate the agreement if City Adventures fails to fulfill its obligations unless this shortcoming does not justify termination due to its special nature or minor importance.
2. If fulfillment of the obligations by City Adventures is still possible, termination can only take place after City Adventures is in default.

3. City Adventures may terminate the agreement with the Customer if the Customer does not fully or timely fulfill his obligations under the agreement or if City Adventures has become aware of circumstances that give it good reason to believe that the Customer will not fulfill his obligations.

Article 31 - Force Majeure

1. In addition to Article 6:75 of the Civil Code, a shortcoming of City Adventures cannot be attributed to City Adventures if it is due to force majeure.
2. The force majeure situation in paragraph 1 also includes:
 - an emergency situation such as a civil war or natural disaster
 - non-performance or force majeure by suppliers, deliverers, or others
 - power, electricity, internet, computer, or telecom disruptions
 - computer viruses
 - strikes
 - government measures
 - transport problems
 - adverse weather conditions
 - work stoppages
3. If a force majeure situation occurs that prevents City Adventures from fulfilling one or more obligations to the Customer, those obligations will be suspended until City Adventures can fulfill them.
4. If a force majeure situation has lasted at least 30 calendar days, both the Customer and City Adventures may terminate the agreement in whole or in part in writing.
5. City Adventures does not have to pay compensation to the Customer in a force majeure situation, even if City Adventures benefits from it.

Article 32 - Amendment of the Agreement

1. If it is necessary for the execution of the agreement to amend an existing agreement, the Customer and City Adventures can adjust the agreement.

Article 33 - Amendment of General Terms and Conditions

1. City Adventures may amend these general terms and conditions.
2. City Adventures may always implement minor changes.
3. Significant changes will be discussed with the Customer in advance as much as possible.
4. A consumer may terminate the underlying agreement in the event of a significant change to the general terms and conditions.

Article 34 - Transfer of Rights

1. The Customer cannot transfer rights from an agreement with City Adventures to others without the written permission of City Adventures.
2. This provision is a clause with property law effect as referred to in Article 3:83(2) of the Civil Code.

Article 35 - Consequences of Nullity or Annulability

1. If one or more provisions of these general terms and conditions are null or voidable, this does not affect the other provisions of these conditions.

2. A provision that is null or voidable will then be replaced by a provision that comes closest to what City Adventures had in mind when drawing up the conditions at that point.

Article 36 - Applicable Law and Competent Court

1. Dutch law applies to these general terms and conditions and any underlying agreement between the Customer and City Adventures.
2. The court in the district where City Adventures is located has exclusive jurisdiction to hear any disputes between the Customer and City Adventures, unless the law prescribes otherwise.

Drawn up on March 8, 2024.