



Terms and Conditions one day activities The Road Trip Club

# Terms and Conditions one day activities

## The Road Trip Club





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## Article 1 – Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. Name of the company: defined in article 2 of these general terms and conditions;
2. Consumer: a natural person who does not act in the exercise of a profession or business and enters into an Agreement with The Road Trip Club;
3. The parties: Consumer and The Road Trip Club;
4. In writing: By e-mail;
5. Third Party(ies): Not being a party to the Agreement;
6. Agreement: Agreement arising between The Road Trip Club and the Consumer by agreement between both parties, aimed at participation in a one-day activity organized by The Road Trip Club;
7. Services: The organisation and execution of one-day activities by The Road Trip Club.

## Article 2 – Identity of The Road Trip Club

Company name: The Road Trip Club

Street name and number: IJsvogelpassage 32

Postcode and place of business: 6541 RK Nijmegen

Phone number: 0619108815

Chamber of Commerce number: 81862652

## Article 3 – General provisions

1. These general terms and conditions apply to all offers and all (legal) acts of The Road Trip Club and to every Agreement concluded between The Road Trip Club and the Consumer, aimed at participating in a one-day activity.
2. If the Agreement is concluded electronically, then, in deviation from the previous paragraph and before the Agreement is concluded, the text of these general terms and conditions can be made available to the Consumer electronically, in such a way that it can be easily stored by the Consumer on a durable data carrier. If this is not reasonably possible, it shall be stated before the Agreement is concluded where the general terms and conditions can be viewed electronically and that, at the Consumer's request, they will be sent electronically or otherwise free of charge.
3. Unless expressly agreed otherwise in writing, the applicability of other general terms and conditions is excluded.
4. Deviations from or additions to these general terms and conditions shall only be valid if they have been expressly agreed in writing.
5. If and insofar as any provision of these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any event be accorded a meaning corresponding as closely as possible to its contents and tenor so that it can be invoked.
6. The Road Trip Club cannot guarantee that the activities it carries out will always achieve the result desired by the Consumer. The accepted order leads to an effort commitment and not to a result commitment.
7. The Road Trip Club is entitled to call in Third Parties for the execution of the Agreement.
8. The effect of art. 7:404 and/or 7:407 section 2 of the Dutch Civil Code is/are excluded.

## Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Consumer. If The Road Trip Club makes use of pictures, they are truthful images of



the offered Services. Obvious mistakes or obvious errors concerning, for instance, the amounts displayed, do not bind The Road Trip Club.

## Article 5 – The Agreement

1. The Agreement is concluded upon the Consumer's acceptance of the offer and the fulfilment of the conditions thereby stipulated.
2. If any provision of the general terms and conditions or an Agreement proves to be invalid or is voided, this shall not affect the validity of the general terms and conditions or the Agreement as a whole. Parties shall consult in order to agree on a new provision to replace the void or voided provision, taking into account, as much as possible, the object and purport of the void or voided provision.
3. The Road Trip Club reserves the right not to execute an Agreement entered into, for instance if it has reasonable doubt or information that the Consumer will not (be able to) fulfil his (financial) obligations. If The Road Trip Club refuses to execute the Agreement, it shall inform the Consumer of this refusal in writing within a reasonable period after the conclusion of the Agreement.
4. If the Consumer has accepted the offer electronically, The Road Trip Club shall immediately acknowledge receipt of the acceptance of the offer electronically.
5. An Agreement between The Road Trip Club and the Consumer regarding a Service may consist of one of the following one-day activities:
  - a. Excursion
  - b. Activity
  - c. Workshop/Course
6. A one-day activity involving an outdoor activity may involve more risk than other activities. The Road Trip Club explicitly asks the Consumer to make a well-considered decision, prior to the activity, as to whether the Consumer is fit to participate in this type of activity. This is important for their own safety, behaviour and the wellbeing of the group.

## Article 6 – Cancellation policy

1. Cancellation or withdrawal by the Consumer is not possible in view of Section 6:230p under e of the Dutch Civil Code. Restitution of paid amounts will therefore not take place.
2. Should the Consumer nevertheless wish to cancel, then the Consumer shall consult with The Road Trip Club and The Road Trip Club will seek a suitable solution, for example: transfer the reservation to another person to replace him or her on presentation of the participation ticket or request to participate at another time.
3. The Road Trip Club has the right at all times to cancel the one-day activity, due to e.g. insufficient number of participants, weather conditions, other dangers and availability of Third Parties.
4. In case The Road Trip Club cancels the one-day activity, the Consumer has the right to participate at another date, if there is room for it. If it is not an option for the Consumer or for The Road Trip Club that the Consumer participates on another date, a refund of the amounts already paid will be made.

## Article 7 – Early termination

1. The Road Trip Club can terminate the Agreement with immediate effect if, during the provision of the Service:
  - a. The Consumer violates provisions of the general terms and conditions, the Agreement or other regulations, unless the violation does not justify early termination or;
  - b. The Consumer has behaved wrongfully towards The Road Trip Club or towards a Third Party who is also a Consumer of The Road Trip Club.



2. If the Agreement is terminated prematurely on one of the above grounds, the Consumer is not entitled to reimbursement of the amount already paid pursuant to the Agreement.

## Article 8 – Liability

1. The total liability of The Road Trip Club is limited to compensation of damage up to the amount of the fee (excluding VAT) stipulated for that Agreement. In no case shall the total compensation for damage exceed the amount to be paid out by The Road Trip Club's liability insurance.
2. Not limited is The Road Trip Club's liability for damages resulting from intention or deliberate recklessness of The Road Trip Club.
3. A condition for the occurrence of any right to compensation is always that the Consumer reports the damage in writing to The Road Trip Club as soon as possible after its occurrence. Any claim for damages against The Road Trip Club expires by the mere lapse of 12 (twelve) months after the occurrence of the claim.
4. The Road Trip Club is not liable for damages inflicted by auxiliary persons as defined in art. 6:76 of the Dutch Civil Code.
5. The Road Trip Club is not liable for damages of any kind, because The Road Trip Club relied on incorrect and/or incomplete data provided by Consumer. In this context, the Consumer is obliged;
  - a. to provide all medical or physical data known to him or her that may be important for responsible participation in the one-day activity of The Road Trip Club. This also includes any medication and allergies of the Consumer. This must be stated at the latest before the start of the one-day activity and communicated verbally to one of The Road Trip Club's employees.
  - b. Consumer is obliged to report pain, discomfort or abnormal tiredness before, during or after the one-day activity to The Road Trip Club.

## Article 9 – Force majeure

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a shortcoming of The Road Trip Club in the execution of any obligation towards the Consumer cannot be ascribed to The Road Trip Club in case of a circumstance independent of the will of The Road Trip Club, through which the execution of its obligations towards the Consumer is wholly or partly hindered or through which the execution of its obligations cannot reasonably be expected from the Consumer.
2. Force majeure on the part of The Road Trip Club includes, in any case, weather conditions that make fulfillment of the Agreement impossible, government restrictions, attacks and consequences of pandemics or epidemics including but not limited to COVID-19. Furthermore, force majeure applies to all other causes which are not the fault or sphere of risk of The Road Trip Club.
3. If a situation as mentioned in paragraph 1 of this article occurs, as a result of which The Road Trip Club cannot fulfil its obligations towards the Consumer, then these obligations are suspended as long as The Road Trip Club cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 (thirty) calendar days, both parties shall be entitled to dissolve the Agreement in writing, wholly or in part. In such a case The Road Trip Club is not liable for compensation of any damage, even if The Road Trip Club benefits from any advantage as a result of the force majeure situation.

## Article 10 – Fees/Prices

1. All amounts are in euros and include turnover tax and other government levies, unless agreed otherwise.
2. The Road Trip Club reserves the right to apply an inflation correction once a year.



3. In case of a price increase, the Consumer has the right to dissolve the Agreement, within 4 (four) weeks after the announcement.
4. The possibility of dissolving the Agreement does not apply to price adjustments that are a direct consequence of the law or over which The Road Trip Club has no reasonable influence, such as a VAT increase. When a price increase takes place within 3 (three) months after concluding the Agreement, the Consumer does retain the right to dissolve the Agreement.
5. The agreed amounts are based on cost price determining factors at the time of the offer.
6. A compound quotation does not oblige The Road Trip Club to execute part of the order for a corresponding part of the quoted amount.
7. Discounts and quoted amounts do not automatically apply to future agreements.

## Article 11 – Payment and invoicing

1. Unless otherwise stipulated in the Agreement or additional terms and conditions, the amounts owed by the Consumer must be paid within 30 (thirty) days of the invoice date, but in any event before the commencement of the one-day activity.
2. The Road Trip Club must be notified immediately of any inaccuracies in payment data provided or stated by the Consumer.
3. If the Consumer does not fulfil his payment obligation(s) in time, he shall be notified by The Road Trip Club of the late payment and be granted a period of 7 (seven) days to fulfil his payment obligations. After the absence of payment within this seven-day period, the Consumer is in default and therefore owes the legal interest on the outstanding amount. Furthermore, The Road Trip Club is entitled to charge extra-judicial collection costs.
4. In case of (a reasonable prospect of) bankruptcy, liquidation or suspension of payment or a debt reorganization within the framework of the WSNP, the claims of The Road Trip Club on the Consumer and the obligations of the Consumer towards The Road Trip Club are immediately due and payable.
5. Payments made by the Customer shall always serve in the first place for settlement of all interest and costs due, in the second place for settlement of due invoices that have been outstanding the longest, even if the Customer indicates that the payment relates to a later invoice.

## Article 12 – Complaints

1. In case of complaints concerning the execution of the Agreement, the Consumer may make the complaint in Writing to The Road Trip Club.
2. The Consumer shall report a complaint as soon as possible, at the latest within 4 (four) weeks after the Consumer has discovered a defect in the execution of the Agreement. Unless this cannot reasonably be expected of him.
3. The Road Trip Club responds within 4 (four) weeks after receipt of the complaint, unless this cannot reasonably be expected of The Road Trip Club.
4. The complaint can only be about the faulty execution of the Agreement. This article does not apply to a complete non-fulfilment of the Agreement.

## Article 13 – Transfer

1. Rights of a party to this Agreement may not be assigned without the prior consent of the other party in writing. This provision shall be deemed to be a clause having effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.
2. This provision shall be valid until it is no longer legally permissible.



## Article 14 – Ownership

1. In the case that The Road Trip Club provides products or items during the execution of Service, these products or items remain at all times the property of The Road Trip Club, unless parties agree otherwise.
2. The Consumer is not authorized to sell, pledge or otherwise encumber the property of The Road Trip Club.
3. The risk of loss or damage of goods falling under the reservation of property, comes at the risk of the Consumer at the moment he has the goods in his possession.

## Article 15 – Intellectual property

1. All intellectual property rights concerning and/or resulting from the Services provided by The Road Trip Club rest with The Road Trip Club. Consumer obtains only the non-exclusive user rights expressly granted by these conditions and the law. Any other or further right of the Consumer is excluded.
2. The documents provided by The Road Trip Club to the Customer are exclusively intended to be used by the Customer. The Road Trip Club is not allowed to publish and/or reproduce the obtained information in any form whatsoever. This includes among other things editing, selling, making available, distributing, and integrating into networks, whether or not after editing, except that such publication and/or reproduction is authorized in writing by The Road Trip Club and/or such publication and/or reproduction arises from the nature of the agreement with The Road Trip Club.
3. The Road Trip Club retains the right to use the knowledge acquired during the execution of the activities for other purposes, as far as no confidential information of the Consumer is given to Third Parties.
4. Unless otherwise agreed, the Customer is not authorized to grant sub-licences to Third Parties.
5. If the Consumer acts in breach of this article, the Consumer shall owe an immediately payable penalty of three times the amount stipulated in the Agreement, without prejudice to the right to damages.

## Article 16 – Secrecy

1. Confidentiality of all confidential information obtained by the Consumer from The Road Trip Club in the context of the Agreement is obligatory for the Consumer. Information is confidential if The Road Trip Club has communicated this or if this reasonably follows from the nature of the information.
2. If the Consumer violates subsection 1 of this section, the Consumer shall, regardless of whether the violation can be attributed to the Consumer and without prior notice of default or legal proceedings, owe The Road Trip Club an immediately payable penalty of € 2500 (twenty-five hundred) for each violation without the need for any form of damage, without prejudice to The Road Trip Club's other rights, including its right to claim damages in addition to the penalty.

## Article 17 – Applicable law

1. Agreements between The Road Trip Club and the Consumer to which these general terms and conditions apply are exclusively governed by Dutch law.
2. Disputes between the parties shall as far as possible be settled by means of proper consultation. All disputes between the Consumer and The Road Trip Club shall be exclusively settled by the competent court in the district where The Road Trip Club is established.





## Article 18 – Survival

1. The provisions of the general terms and conditions and the Agreement which are intended to remain in force after termination of the Agreement, including but not limited to article 15 (Intellectual property), article 16 (Secrecy), article 17 (Applicable law), article 8 (Liability), this provision (Survival), will remain in full force after termination of the Agreement.

## Article 19 – Amendment or supplementation

1. The Road Trip Club is entitled to modify or supplement these general terms and conditions unilaterally. In this case, The Road Trip Club shall inform the Consumer in good time of the modifications or additions.
2. The Consumer has the right to dissolve the Agreement on the basis of the unilateral modification.
3. Between this notification and the entry into force of the amended or supplemented conditions will be at least 30 (thirty) days.