



GENERAL TERMS & CONDITIONS

BOUTIQUE HOLLAND DMC

Version: 2021-1

Updated: March 08, 2021

**** COVID-19 TERMS & CONDITIONS ****

Due to the virus, we cannot guarantee any event and/or travel package. We are following the rules and restrictions of the Dutch governments. We urge our clients to always check the local rules and restrictions before booking an event and/or travel package before entering. If participants (clients, travelers) are ignoring or breaking the government rules or restrictions, Boutique Holland DMC is allowed to deny specific participants or even cancel the event or travel package without a refund.

**** Our terms & conditions under normal circumstances ****

1. DEFINITIONS

- a) Boutique Holland DMC: is a full-service destination management company offering services to third parties (hereinafter called "the client") within the framework of their business activities in the widest sense of the word, either directly or through the mediation of third parties;
- b) The client: is the organizer or person, who instructs Boutique Holland DMC to provide local services for travel arrangements, such as hotel reservations, local transportation, excursions, catering services, congress, meeting, event, incentive travel services etc.;
- c) The traveler/passenger: the natural person(s) or legal entity on whose behalf the agreement between the client and Boutique Holland DMC is entered into;
- d) The service supplier: the party providing accommodation, transportation, or other local services, contracted by Boutique Holland DMC to comply with the instructions of the client. The service supplier is responsible for providing the services under the terms of their own liability and terms and conditions;
- e) Unless otherwise stated, the price refers to the total price specified in the contract for the component parts from which the package is created;
- f) The definition of the word 'contract' is a (written) agreement between Boutique Holland DMC and the client. A contract/agreement is only valid if confirmed by Boutique Holland DMC. The only requirement is that this confirmation needs to be made in writing, for example by (general) e-mail, signed contract or official printed letter.

2. APPLICABILITY

- a) These general conditions apply to all offers, quotations and contracts between Boutique Holland DMC and the organizer ('client', and together hereafter the 'parties'), with full and express exclusion of all other conditions on the part of the client;



- b) The present general terms will be exclusively applicable if the client is a natural person or a legal entity, acting in the course of their business or profession. The terms will be applicable for the duration of the contract confirmed between Boutique Holland DMC and the client, and after that period as long as no new contract has been approved;
- c) Any agreement, supplementary or divergent to these general terms should be added, in writing, and countersigned by the client and Boutique Holland DMC;
- d) The general terms and conditions of Boutique Holland DMC are deposited at the Dutch Chamber of Commerce (official registration number: ... (KvK) / Tax registration nr. ...)

3. INFORMATION

- a) The client must provide Boutique Holland DMC with all relevant information that is required for the formation of the agreement and its execution;
- b) The fees for the services to be provided under these present general terms, may be amended solely by Boutique Holland DMC, announced at latest in the confirmation of the reservation sent by Boutique Holland DMC;
- c) The client must ensure that he and/or the travelers have the necessary required documents, which include, but are not limited to valid passports, any approved VISAs, inoculation certificates and vaccinations;
- d) The client is obligated to give Boutique Holland DMC personal data of the passengers if required by Boutique Holland DMC (full names, date of birth and nationality);
- e) The client and traveler must obtain the necessary extra information which is required from the relevant authorities and will check whether the information previously obtained is still correct, in good time before departure;
- f) The client and/or traveler must abide by the instructions issued by or on behalf of the service supplier, and in particular the check-in times and/or transit times.

4. PAYMENT

In order to fulfil our obligations to our executive suppliers, which include among others accommodation suppliers, transportation companies etc., Boutique Holland DMC is entitled to apply the payment and cancellation conditions of the relevant supplier to any agreement that might be affected by these specific conditions.

- a) Unless otherwise agreed, Boutique Holland DMC requires a full pre-payment for all bookings and reservations;
- b) All prices given by Boutique Holland DMC are in EURO (€) and includes local taxes and fees (unless otherwise agreed);

Payment policy:

- c) A deposit of 40 % must be paid upon confirmation;
- d) 70% of the total price is to be paid no later than 12 weeks prior to commencement of the package arrangement;
- e) The remaining amount needs to be paid 30 days before arrival;
- f) Reservations <30 days before arrival must be fully paid upon confirmation;



- g) Boutique Holland DMC retains the right to cancel services in case deadlines for the first (pre-)payment is not honored;
- h) Unless otherwise agreed, payments are only acceptable by bank transfer (bank details, see in 4.1);

4.1. PAYMENT PART 2

In the event of overdue payment, the client will be in immediate default and required to pay statutory interest over the outstanding sum. The client is furthermore required to reimburse extra-judicial costs, including the costs incurred for fixing the damage and liability and the costs for ensuring extra-judicial payments, fixed at 15% of the principal sum, with a minimum of Euro 75,00.

Boutique Holland DMC retains the right to cancel the package if the client does not follow the payment deadlines based on the agreed confirmation.

Bank details Boutique Holland DMC:

Bank name:	Rabobank
Bank address:	Kastanjeweg 2 Hs, 1092 CE, Amsterdam (The Netherlands)
Account number:	see below (IBAN)
IBAN bank account:	NL.. RABO 0...
BIC code:	RABONL2U

5. AMENDMENTS & CANCELLATIONS

If Boutique Holland DMC shall make changes to (parts of) the package arrangement during its execution at the client's request, then no extra charge will be incurred. However, extra costs incurred as a result of such changes by third parties who, having been commissioned by Boutique Holland DMC, are responsible for the execution of (a part of) the package arrangement will be charged.

- a) Programs and travel itineraries can only be amended or cancelled at the request of the client and only during the regular opening hours of Boutique Holland DMC;
- b) If reservations are amended or cancelled, Boutique Holland DMC will charge all costs as specified in the contract or based at paragraph 5.1 below;
- c) If the client cancels or amends the service directly with a supplier contracted via Boutique Holland DMC, the specifications of the contract remain intact;
- d) Communication regarding amendments and cancellations should be made in writing by email, sent by an authorized person. If Boutique Holland DMC does not confirm an amendment or cancellation within 2 working days, the client will consider his information as not having been received by Boutique Holland DMC;
- e) All amendments and cancellations will be reconfirmed by Boutique Holland DMC without exceptions. In case no confirmation of an amendment or cancellation can be



provided by the client, the client will remain responsible for any financial and operational liabilities that might arise;

- f) Unless otherwise agreed between the parties, the client's deadline to cancel any package is until 3 months of arrival.

5.1 CANCELLATIONS COSTS

Boutique Holland DMC offers the client an official cancellation period for each contract, as follows:

- a) Cancellations until 3 months before arrival = 25% cancellation costs*
- b) Cancellations between 3 months - 30 days before arrival = 50% cancellation costs*
- g) Cancellations between 30 - 15 days before arrival = 75% cancellation costs*
- h) Cancellations 14 days or less before arrival = 100% cancellation costs*

*If you have chosen a hotel reservation without flexible cancellation policies, we can't refund this part of your program/booking value.

6. LIABILITY

Boutique Holland DMC is always focusing on the best quality for all services rendered.

- a) Boutique Holland DMC acts only in the capacity of intermediary between the client and his passengers and the service supplier and Boutique Holland DMC will do all possible to safeguard the interests of the client and the passengers which is reasonable under the given circumstances;
- b) Boutique Holland DMC accepts no liability for acts and / or omissions committed by the service supplier in providing the service, or for the accuracy of the information provided by the service supplier;
- c) Boutique Holland DMC is not liable for any defaults and delays caused by the service supplier for any reason whatsoever and any damage arising there from.
- d) However, Boutique Holland DMC will take actions to deal promptly and courteously with any problem or complaint from the passenger regarding the provided services. Thus, maintain the good names of both the client and Boutique Holland DMC. Boutique Holland DMC will need to be informed by the agent within 14 days after the departure of the passenger, about any complaints in order to take the necessary steps to investigate the complaint;
- e) If Boutique Holland DMC is guilty of any default or shortcoming which justifies rescission of the agreement under section 6:265 of the Netherlands Civil code, its liability for the damage suffered by the client and/or passenger is restricted to the maximum of the travel sum quoted on the invoice. If the agreement is rescinded on those grounds, Boutique Holland DMC is furthermore required to retribute any deposits received;
- f) The exclusions and restrictions described above will also be applicable to the staff of Boutique Holland DMC.



7. APPLICABLE LAW

Dutch law alone shall apply to every contract. Disputes arising from any contract shall, in the first instance, be settled by litigation by the competent court in Amsterdam.

8. FORCE MAJEURE

Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to Boutique Holland DMC. Examples of Force Majeure (among others): strikes in companies other than Boutique Holland DMC, traffic hindrances, public healthcare issues, extreme weather conditions, (general) transport problems and technical difficulties of any nature.

- a) Boutique Holland DMC reserves the right to refer to force majeure if the circumstance which prevents execution of the contract occurs after (or during) Boutique Holland DMC should have executed the contract;
- b) In cases of force majeure, Boutique Holland DMC is entitled to defer execution of the contract. Should the period of force majeure last longer than 90 days, both parties are entitled to rescind the contract without liability for damages;
- c) Should the force majeure occur after Boutique Holland DMC has executed the contract (or a part of this contract/program), Boutique Holland DMC is entitled to invoice the client for that part and the client must settle this invoice in compliance with article 12.

9. DEFAULT

- a) If any of the payment terms, as reflected in article 4 of these general terms, are not met, the client shall be in default and shall be liable to pay interest over the amount payable at a rate of 2% per month for the first month for which he is in default and 1% per month over the following months or part thereof, up to the day on which the total sum is paid.
- b) Without prejudice to what was stated in the previous section of this article, in case the client is in default as stated in the previous section, the organizer shall have the right to rescind the contract or have it rescinded and shall be entitled to full remuneration of any damages, such that the costs of restitution are determined extra judicially at 15% of the amount owing, with a minimum of EURO 250, -
- c) If the client is in default as described in article 9a, the organizer shall be entitled to cancel the package arrangement, including all preparatory activities

10. RESCISSION

Boutique Holland DMC reserves the right to terminate the contract with the client immediately and without legal intervention if:

- a) After the conclusion of the contract, circumstances come to the attention of Boutique Holland DMC which give Boutique Holland DMC grounds to fear that the client will not fulfil his obligations;



- b) During the conclusion of the contract, Boutique Holland DMC has asked the client to provide security for its execution and this security fails to materialize or is insufficient;
- c) The client is put into the hands of an administrator, applies for suspension of payment, is declared bankrupt or decides to liquidate or cease trading.

In the above cases, all claims by Boutique Holland DMC against the client are claimable immediately.

11. MISCELLANEOUS

All mentioned prices are offered by contract, price list or special offer;

- a) Unless otherwise agreed in written form, the client is prohibited to use Boutique Holland DMC offers for commercial- and marketing related purposes.
- b) Unless otherwise agreed, all offered prices are based on 'best available rates' till the client gets a written confirmation by contract or e-mail. If there is no written confirmation from Boutique Holland DMC client has no right to claim (previous) offered prices.
- c) All supplied programs, rates and additional information are confidential, and tailor-made based on the request of the client;
- d) Clients travelling from restricted sanction countries (based on the list of EU sanctions, OFAC, BIS and DoS) will be screened before arriving. In the unlikely event the screening turns out positive Boutique Holland DMC has the right to refuse services for this specific client/organization. Boutique Holland DMC doesn't provide travel insurance. Clients need to provide their own travel insurance.