

FLOW EVENTS

General Terms and Conditions

25th April 2019

Article 1 – Definitions

In these general terms and conditions the following terms are used in the following sense, unless explicitly stated otherwise.

- a. User / Organizer: Flow Event's and Wave Sup School, established in Scheveningen and which offers arrangements, activities and / or services in the implementation of the company.
- b. Representative: the person who acts on behalf of Flow Event's and Wave Sup School. For example: instructor or trainer.
- c. Client: the other party of the User and the persons participating on the Client's behalf;
- d. Participant: the person participating in the Flow Event's and / or Wave Sup School Activity.
- e. Activity: the activity or service organized or offered by Flow Event's and / or Wave Sup School.

Article 2 – Applicability of these terms and condition

2.1. These terms and conditions apply to all activities, offers and agreements made by or on behalf of Flow Event's and Wave Sup School, unless the agreement contains deviating provisions.

2.2. The Client accepts the applicability of these terms and conditions by entering into an agreement with the User or actually participating in an arrangement or activity. The present terms and conditions also apply to all agreements with the user, for which third parties are engaged by the user.

2.3. An agreement between the Client and Flow Event's and Wave Sup School is established because the Client confirms in writing or verbally to Flow Event's and Wave Sup School or it can be deduced from the Client's actions that there is an agreement.

2.4. The Participant also accepts the applicability of these terms and conditions by actually participating in a Flow Event's and / or Wave Sup School Activity.

2.5. In the event of any conflict between these terms and conditions and the general terms and conditions of the Client or Participant, the terms and conditions of Flow Event's and Wave Sup School will prevail, unless Flow Event's and Wave Sup School and the Client or Participant have expressly agreed otherwise in writing.

2.6. Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing. If one or more of the provisions in these terms and conditions are invalid or should be declared void, the remaining provisions of these terms and conditions remain fully applicable. The User and the Client will then enter into consultation in order to agree on new provisions to replace the invalid and / or annulled provisions, taking into account if and as far as possible the purpose and scope of the original provision.

Article 3 – Offers and quotations

3.1. Program proposals are made on the basis of the wishes or objectives of the client or participant, comprising: price indications, program descriptions and a time format; these program proposals are sent to the customer as an offer.

3.2. The prices stated in an offer are exclusive of VAT, unless stated otherwise.

3.3. All offers are without obligation, unless a period for acceptance is stated in the offer. The offers made by the User are without obligation and are valid for 20 days, unless indicated otherwise. The User is only bound by the offers if the acceptance thereof is confirmed in writing by the Client within 20 days or it can be deduced from the User's actions that there is an agreement.

3.4. If the acceptance by the Client deviates from the offer included in the quotation, the agreement will not be concluded, unless Flow Event's and Wave Sup School accepts the deviations in writing.

Article 4 – Execution of the agreement

4.1. User will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship.

4.2. User has the right to have certain (partial) activities performed by third parties.

4.3. The Client ensures that all data, of which the User indicates that they are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to the User in a timely manner. This also includes the personal circumstances of the person participating in the activity (in particular relevant medical and conditional details, alcohol and / or drug use, etc.).

4.4. On the basis of the information provided by the Client to the User, the User is entitled at all times to exclude participation by the Client or persons forming part of it. Insofar as necessary, the agreement for that part will then be dissolved, without any entitlement of the Client to compensation.

4.5. If the information required for the implementation of the agreement has not been provided to the User in a timely manner, the User has the right to suspend the implementation of the agreement and to charge the Client the additional costs resulting from the delay in accordance with the usual rates.

4.6. If the implementation of the Activity is delayed for reasons on the part of the Client or Participant, Flow Event's and Wave Sup School has the right to charge the extra time in proportion to the agreed fee to the Client or to shorten the Activity without this giving the Client the right to any refund or discount.

4.7. The User is not liable for damage of whatever nature caused by the fact that the User relied on incorrect or incomplete information provided by the Client, unless the User should have been aware of this incorrectness or incompleteness.

4.8. The Client and the persons participating under the agreement concluded between the User and the Client are required to show a valid proof of identity prior to participation in the activity and to sign a form of participation.

4.9. The Client indemnifies the User against any claims from third parties (including persons participating on behalf of the Client), who suffer damage in connection with the performance of the agreement and which can be attributed to the Client (including due to the Client not complying with the information obligation and its participants as shown in this provision).

4.9.1. The Client is obliged (including persons participating on behalf of the Client) to follow all instructions of the User during the execution of the agreement, failing which the User can decide at any time to stop the execution of the agreement without this on the part of the Client gives any right to a refund of amounts paid or compensation.

4.9.2. Participants who, as such, causes nuisance or inconvenience that greatly impedes or may impede the performance of the Activity, who endangers the safety of himself or others or who deals with nature and the environment in an irresponsible manner, may Flow Event's and Wave Sup School or its Representative of (further) participation in the Activity is excluded. All resulting additional costs are for the account of the Client.

4.9.3. Flow Event's and Wave Sup School reserves the right to use photographic or other recordings made during the Activities for promotional purposes. Objections to this must be reported to Flow Event's and Wave Sup School or representative before the start of the Activity.

Article 5 – Amendment / cancelation of agreement

5.1. If during the execution of the agreement it appears that due to weather conditions or other circumstances an intended activity cannot take place in the opinion of the User, the User is entitled to substitute another activity for it without the Client being able to (partially)) cancellation of the agreement and (partial) refund of amounts paid or compensation for damage.

5.2. If the parties agree that the agreement will be amended or supplemented, the time and duration of the Activity / Arrangement can be influenced by this. The User will inform the Client of this as soon as possible. If the change or supplement to the agreement has financial consequences, the User will inform the Client about this in advance. If a fixed fee has been agreed upon, the User will indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.

5.3. Contrary to the previous paragraph, User will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to User.

5.4.a. In the event that the Client cancels an agreed Activity / Arrangement more than fourteen days in advance, the Client is obliged to pay the User at least 25% of the total amount involved in the activity / arrangement.

b. In the event of cancellation by the Client less than fourteen but longer than seven days prior to the Activity / Arrangement, the Client is obliged to pay the User 50% of the total amount spent and offered.

c. Unless otherwise agreed, cancellation by the Client seven days or less prior to the planned Activity / Arrangement is not possible, so that the Client is then obliged to pay the full amount agreed upon to the User at the User's first request.

5.5. Cancellation by the User does not make the User liable for damages in any way. As soon as the User is aware that the planned and agreed Activity / Arrangement cannot or will not proceed, then the User is obliged to inform the Client immediately (whether or not accompanied by an alternative offer). In the event that the Client abandons the activity, the User is obliged to immediately repay the amounts received to the Client.

5.6. Flow Event's and Wave Sup School reserves the right to adjust the participant price in the event of interim changes in the group size. The permitted change in the number of participants, without consequences for the package price, is 10%.

5.7. Changes in group size must be reported in writing, no later than 1 week before the arrangement date. The date on which Flow Event's and Wave Sup School receives the cancellation notice is decisive. Changes that are passed on within 7 days will not be charged.

5.8. In the event of a change to an arrangement date by the client, Flow Event's and Wave Sup School reserves the right to charge a change fee of 5% of the price with a minimum of € 50.00 excluding VAT.

Article 6 – Payment

6.1. The Client must have paid the total amount prior to the Activity, as stated on the invoice, unless expressly agreed otherwise.

6.2. If the Client does not make the payment in accordance with the provisions of these general provisions, the Client will be in default by operation of law, without a reminder or notice of default being required. Flow Event's and Wave Sup School is then free to cancel the Activity without Flow Event's and Wave Sup School being held liable in any way for this.

6.3. As soon as the Client is in default, the Client is obliged to reimburse 1% interest per month in addition to the total agreed amount as well as any 15% extrajudicial collection costs with a minimum of € 150.

Article 7 – Liability

7.1. Participation in Activities takes place at the Participant's risk. Except in the event of intent or gross negligence on the part of Flow Event's and Wave Sup School itself. Flow Event's and Wave Sup School is not liable for any form of damage, including consequential damage, that the Participant suffers as a result of accidents occurring during the arrangements and / or Activities, unless and to the extent that exclusion of liability is not permitted by law. may be.

7.2. Flow Event's and Wave Sup School can in no way be held or held liable by Client or Participant for damage to personal items or loss thereof. This article also applies to damage to or loss of personal items from third parties that accompany the Client or Participant.

7.3. Flow Event's and Wave Sup School is not liable for damage that is the result of: Actions and influences of third parties not directly involved in the implementation of the agreement: circumstances that are not due to the fault of Flow Event's and Wave Sup School and which are under Dutch law or the social Traffic standards cannot reasonably be attributed to Flow Event's and Wave Sup School.

7.4. Circumstances attributable to the Participant, such as overestimation of equity, ignoring instructions, incompleteness or inaccuracy of information provided by the Participant, inadequate health or condition, inadequate personal equipment, improper handling or non-compliance, excludes any possible liability of Flow Event's and Wave Sup School.

7.5. If Flow Event's and Wave Sup School should be liable for damage suffered by the Client as a result of the performance of Activity, then this liability is limited to the maximum in this the insurance company of Flow Event's and Wave Sup School in total.

7.6 The exclusions and / or limitations of liability included in this article also apply to employees and other Flow Event's and Wave Sup School Representatives and service providers involved, as well as their staff insofar as they are involved in the performance of the Activity and unless the law excludes this.

7.7. The client must take reasonable care with regard to the use of Flow Event's and Wave Sup School equipment and accept the responsibility for replacing any such equipment that is lost or damaged whilst in the care or use of the client. Any property that is replaced must be paid for at the proper market value as assessed by Flow Event's and Wave Sup School.

7.3. Flow Event's and Wave Sup School can in no way be held or held liable by Client (including persons participating on behalf of Client) for damage to or loss of personal items.

Article 8 – Additional rental conditions

8.1. Flow Event's and Wave Sup School is entitled to refuse to hand over the equipment if the renter does not have the necessary qualifications.

8.2. The renter is obliged to return the equipment on time. Meteorological events are to be calculated in and do not constitute a reason for late return. Otherwise, the renter is liable to the lessor for all obligations under the rental agreement as joint and several debtors. The renter is also responsible for the fault of his co-users.

Article 9 – Applicable law and disputes

9.1. All agreements to be concluded by Flow Event's and Wave Sup School are governed by Dutch law.

9.2. In the event of legal proceedings, the choice of court is determined by Flow Event's and Wave Sup School.

Article 10 – Complaints

10.1. Complaints about the implementation of the agreement must be clearly described via the email address info@flow-events.nl within two weeks after the defect has been detected. Flow Event's and Wave Sup School will confirm receipt of the complaint within two weeks and announce the deadline for the reply. Failure to submit the complaint in time may result in the Client losing their rights in this regard.

Article 11 – Additional information

11.1. Students are responsible for bringing water shoes.

11.2. It is mandatory to wear underwear, swimming trunks or bikinis in suits rented from Flow Event's and Wave Sup School for hygiene reasons.

11.3. The lesson packages are valid for 1 year after purchasing the lesson package and these packages are unable to be exchange for money.