

AMSTERDAM FOOD TOURS

General Terms and Conditions of Sale and Purchase dated 14 May 2019

1 Applicability

- 1.1 These General Terms and Conditions of Sale and Purchase (hereafter: "General Conditions") apply to all offers made by Amsterdam Food Tours a sole proprietorship owned by Mr. T. van Roijen, having its registered office in (1051 RL) Amsterdam, referred to below as "Amsterdam Food Tours", and to all agreements (and parts of agreements) to which Amsterdam Food Tours is a party, unless Amsterdam Food Tours and the other party have expressly agreed otherwise in writing. An offer and agreement can include the sale or purchase of food and services by Amsterdam Food Tours.
- 1.2 Amsterdam Food Tours expressly rejects the applicability of any general conditions of sale, general conditions of purchase and/or other conditions invoked by the other party.
- 1.3 By making a booking, the Participant confirms to agree with the General Conditions. Should a Participant book for a group it is his / her responsibility to pass on the General Conditions to the natural persons of the group.
- 1.4 The contents of the General Conditions can only be deviated from by means of a written agreement between Amsterdam Food Tours and Participant.

2 Definitions

- 2.1 The below terms in the General Conditions have the following meaning:
- *Guide*: the person conducting the tours on behalf of Amsterdam Food Tours;
 - *Participant*: the natural person or legal person who enters into an agreement with Amsterdam Food Tours and the natural person that participates in a Food Tour via a group booking;
 - *Food Tour*: specialised guided walking, cycling or boat tour(s) through the city of Amsterdam;
 - *Ticket*: the (electronic or non-electronic) proof giving entitlement to enter the Food Tour;
 - *Restaurants, Tour Boats, Cafe's, Shops and Street vendors*: parties participating in the Food Tour that deliver dishes and (alcoholic and non-alcoholic) drinks as part of the Food Tour.

3 Establishment Agreement

- 3.1 Without prejudice to the provisions of paragraph 3 of this article, the agreement is concluded at the moment that the Participant pays for a Ticket to participate in Amsterdam Food Tours or, in the event of a booking through a booking platform (for example TripAdvisor or Airbnb) or travel agent and/or a booking of a company event, the moment Amsterdam Food Tours confirms the booking.

- 3.2 Participant can not derive any rights from an acknowledgment of receipt (automatically sent or not).
- 3.3 The agreement is concluded at all times under the resolutive condition that Amsterdam Food Tours does not accept the Participant's order. Amsterdam Food Tours is entitled, if necessary without stating reasons, to refuse an order, or to attach additional conditions to the conclusion of the agreement. If an order is not accepted, Amsterdam Food Tours will inform the Participant of this within five (5) working days after receipt of the order. If an amount for the Food Tour has already been transferred by the Participant, this amount will be returned.

4 **Food Tours**

- 4.1 Amsterdam Food Tours reserves the right to adjust the content and route of the Food Tour along the way. Adjustments will always be in line with the ideology of Amsterdam Food Tours and its original food tour.
- 4.2 Amsterdam Food Tours has the right to move the Food Tour (in terms of time and / or date) or to cancel it. Although In such a case Amsterdam Food Tours will try to notify the Participant of this as soon as possible, it can however not guarantee that the Participant will be informed before the start of the Food Tour. Amsterdam Food Tours will try to offer a comparable alternative in such cases; if the offered alternative is not satisfactory or it is not possible for the Participant to participate on a different date or time, then the Participant is entitled to full refund of the purchase price of the Ticket.
- 4.3 Amsterdam Food Tours is not responsible for any other types of incurred costs such as a hotel stay or travel costs.
- 4.4 The Participant must be able to show his / her Ticket at the request of Amsterdam Food Tours Guide, however it doesn't need to be a printed version (digital proof is enough). Amsterdam Food Tours also has the right to request personal identification if in doubt.
- 4.5 The Participant must inform himself / herself of the instructions given by or on behalf of the Amsterdam Food Tours regarding the Food Tour (for example: starting time, meeting point, duration of the experience). The Amsterdam Food Tours has no obligation to further inform the Participant.
- 4.6 The Participant must behave as an orderly visitor to the Food Tour and adhere to the instructions given by the Guide, as well as the house rules of the Restaurants, Tour Boats, Cafe's, Shops and Street Vendors participating in the Food Tour. Not all locations or means of transportation during the Food Tour (for example a Tour Boat) will be wheel chair accessible.
- 4.7 Participants must remember to mention allergies or dietary restrictions for themselves and all people they are booking for. Amsterdam Food Tours is only able to cater for food allergies and certain dietary restrictions but not always for food preferences. Amsterdam Food Tours will not be able to change the menu upon receiving information about food requirements only in the beginning of the Food Tour.
- 4.8 Amsterdam Food Tours makes every reasonable effort to organize / guide the Food Tour in an orderly and safe way, but can in no way be held responsible for unforeseen damage during the Food Tour.

5 Food Tours Safety

- 5.1 The Participant, on behalf of him/herself and/or any person or entity acting through or on behalf of Participant, fully comprehends and accepts all of the risks associated with his/her participation in the Tours including exposure to unfavourable weather conditions, food sickness, injuries (e.g. those arising out of self-inflicted accidents or mishaps with other Participants, automobiles, bikes, pedestrians and the like).
- 5.2 If the Guide responsible for the Food Tour shall consider the Participant to be unreliable or otherwise inapt for the Food Tour (under the influence of alcohol or drugs, aggressive, behaving in a way of making continuation of the tour difficult or impossible etc), he/she may refuse to accept the Participant on the tour, or ask the Participant to leave the tour. The refusal for safety reasons is not grounds for a refund.

6 Punctuality

- 6.1 The Participants are required to be punctual for the tour. In case of problems with locating the starting point or any other reason for running late, the Participants should contact Amsterdam Food Tours via phone at +31 6 15428120 as well as via email: info@amsterdamfoodtours.com
- 6.2 In case of running late and lack of contact, the Guide shall consider the situation a 'no show' and the reservation will be cancelled. Please note running late or a 'no-show' is not grounds for a refund.

7 Data & Privacy

- 7.1 Participant is obliged to provide correct details when entering into the agreement (name, email address, telephone number and dietary restrictions). Changes and / or inaccuracies of this data must be reported to Amsterdam Food Tours in time.
- 7.2 Execution of the agreement and all communications and notifications relating to the agreement take place via the email address provided by the Participant.
- 7.3 Amsterdam Food Tours processes personal data of the Participant when closing and executing the agreement.
- 7.4 All use of the data provided by the Participant is in accordance with the applicable laws and regulations and in line with the privacy policy of Amsterdam Food Tours.

8 Booking Procedure & Payment

- 8.1 The Participant can book a Food Tour with Amsterdam Food Tours up to a maximum of 7 months in advance through the website www.amsterdamfoodtours.com, via email info@amsterdamfoodtours.com or via a third party such as another booking platform, or a travel agent. Bookings can be made up to 24 hours before the start time of the tour.
- 8.2 Payments for Amsterdam Food Tours tours must be made in advance using the options available on the website, unless Amsterdam Food Tours decides otherwise. The payment methods offered can vary, depending on the manner in which the agreement is concluded. Any additional costs associated with a particular payment method are paid by the Participant of the Food Tour.
- 8.3 All prices are in euros, including VAT. Amsterdam Food Tours reserves the right to change the prices of the Food Tour(s).

- 8.4 If the Participant does not pay a due amount (in time), Amsterdam Food Tours is entitled to not allow the Participant to participate in the Food Tour and cancel the agreement on a last minute base.
- 8.5 Invoices must be settled within eight (8) days. In case the Participant has not complied with its payment obligation in time the Participant is to pay the statutory commercial interest on the amount payable and Amsterdam Food Tours is entitled to charge the Participant with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following, with a minimum of € 100.
- 8.6 Complaints regarding invoices must be sent to Amsterdam Food Tours no later than within eight (8) days after receipt of the invoice to: info@amsterdamfoodtours.com
- 8.7 The Participant will provide the following information: full names of all the Participants, phone number, e-mail address, dietary restrictions of all Participants of the group they are booking for.
- 8.8 After providing the required information described above, the Participant will be directed to the payment page. Payments need to be done at the moment of booking by credit card, PayPal, bank transfer, or any other electronic method of payment at the time available.
- 8.9 As soon as payment is proceeded, the Participant will receive an automated booking confirmation by email, which serves as a Ticket. This booking confirmation provides information, such as: name of the tour booked, date and starting time of the tour, the meeting point of the start of the tour and possible dietary restrictions.

9 Tickets

- 9.1 Tickets will be sent by email to the email address specified by the Participant, unless explicitly stated otherwise. The Participant is required to provide a Ticket if requested by the Amsterdam Food Tours guide, either in an electronic or paper version.
- 9.2 The Participant is obliged to check upon receipt whether the Ticket complies with the agreement and the information stated thereon is correct. If this is not the case, the Participant must inform Amsterdam Food Tours of this as soon as possible and in any case within 24 hours after the dispatch, by email.
- 9.3 Tickets lose their validity on expiry of the date of validity indicated thereon or the date of the booked Food Tour. The amount of the tickets with the expiry date will not be refunded.
- 9.4 Tickets may not be resold or used in any way for commercial purposes without the prior written permission of Amsterdam Food Tours. If this proves to be the case, Amsterdam Food Tours is entitled to refuse participation in the Food Tour.
- 9.5 Each Ticket can only be used once. Only the person who first submits the Ticket has access to the Food Tour to which the Ticket entitles.

10 Weather & Force Majeur

- 10.1 The Food Tours are held regardless of the weather conditions. In any weather case - we ask the Participants to wear adequate clothing and comfortable shoes. Bad weather conditions are not grounds for cancelling the tour unless they make it impossible to walk or if Amsterdam Food Tours determine that the weather conditions are threatening to the safety of the Participants. If Amsterdam Food Tours decides to

cancel the tour due to extreme weather conditions, a full refund for the Food Tour will be issued to all Participants. No refund is available if the Participant decides not to take the Food Tour because of unfavourable weather conditions.

- 10.2 If on the side of Amsterdam Food Tours there is force majeure, Amsterdam Food Tours has the right to suspend the execution of the Food Tour as long as this situation continues or, at the option of Amsterdam Food Tours cancel the Food Tour. Force majeure is in case of failure of Restaurants, Tour Boats, Cafe's, Shops or Street vendors, strikes, and any other situation in which Amsterdam Food Tours can not exercise decisive control.
- 10.3 In case of force majeure Amsterdam Food Tours is not obliged to compensate any costs or damage to the Participant. This concerns costs other than the costs of the ordered Amsterdam Food Tours tickets, such as a hotel stay or travel costs.

11 Cancellations & Reschedule

- 11.1 Cancellation is free of charge until 14 days before the Food Tour takes place. If the cancellation is made between 14 days and 48 hours prior to the start of the Food Tour, a cancellation fee of 50% applies.
- 11.2 There will be no refund of the price paid for the Ticket for cancellations made less than 48 hours before the start of the Food Tour, or in the event that a Participant does not show up or will show up later. Participants should take into account that sickness, flight delays and oversleeping are not ground for a refund.
- 11.3 If Participant decides to reschedule his or her tour, this is free of charge if the rescheduling takes place more than 7 days before the tour. If the participant decides to reschedule a tour less than 7 days before the tour takes place, a minimum fee of 15% of the Ticket price per person applies, plus possible reservation costs of a third party supplier (for example Tour Boat).
- 11.4 The minimum number of Participants to start a tour is 2 (two). In case of not reaching the minimum number at least 24h ahead of the scheduled start of the tour, Amsterdam Food Tours has the right to cancel the tour and refund all payments received.

12 Obligations of the Participant

- 12.1 The Participant acknowledges that he/she will participate in a walking tour and confirms that he/she is able to cover a reasonable distance at a normal pace (up to 3,5 km). If any other transportation is used during the tour (such as taxi, tram, bus, etc.), the Participant agrees to cover the costs of it.
- 12.2 As Amsterdam Food Tours provides Food Tours through public areas, the Participant should be aware of the local rules and regulations applicable for pedestrians.
- 12.3 The Participant is obliged to abide by all reasonable instructions of Amsterdam Food Tours.

The Participant is obliged to refrain from:

- Consuming alcoholic beverages, unless during tastings on the Food Tour;
- Consumption or transportation of drugs (whether recreational or other types of drugs);
- Displaying aggressive behavior, harassing, threatening or acting in any other improper way towards the Guide, the persons providing service during the Food Tour

or other Participants of the Tour;
- In any way hindering Amsterdam Food Tours Guides from performing their obligations.

13 Responsibility / Liability

- 13.1 Participant joins the Food Tour at his / her own risk. Amsterdam Food Tours is not liable for any damage that occurs to the Participant when traveling to or from the Food Tour or attending it.
- 13.2 Amsterdam Food Tours shall assume no responsibility for accidents, damages or injuries occurred during the tour. In such case the Participant does not place any responsibility at the side of our company and shall abandon any claims on Amsterdam Food Tours.
- 13.3 Amsterdam Food Tours is not liable for the products and / or services delivered by the participating Restaurants, Tour Boats, Cafe's, Shops and Street vendors, nor for incorrect information on the Amsterdam Food Tours website.
- 13.4 Amsterdam Food Tours is not responsible for any damage to (in) movable goods in Restaurants, Tour Boats, Cafe's, Shops or Street vendors' stalls caused by a Participant during the Food Tour.
- 13.5 Furthermore, Amsterdam Food Tours is not liable for any damage or loss of personal property of the Participant during the Food Tour.
- 13.6 In any event the liability of Amsterdam Food Tours is limited to the maximum insured amount of its liability insurance.

14 Applicable law & Competent Court

- 14.1 Dutch law applies exclusively to the agreement and the General Conditions.
- 14.2 Disputes about the agreement and / or the General Conditions will only be submitted to a competent court in the district of Amsterdam.
