

Terms and conditions Studio La Vie

1. Definitions:

Client:

The Client who has assigned us with the task and/or the participants in the Event.

Assignment:

The assignment from the Client to us to organize a program for the Participants in relation to one or more of the following areas: Recreational activities, hotel accommodation, restaurant bookings and local transport.

Event:

The actual occurrence of the activity

Participants:

The participants to the event, as recruited by the Client

We:

Studio La Vie, a company residing at Weteringstraat 36, 1017 SP Amsterdam, the Netherlands.

2. Applicability

All bookings accepted by us and arrangements made by us are subject to these terms and conditions. Our terms and conditions prevail over the terms and conditions of the Client.

3. Obligations to the Client

We act as a booking agent. We are not the direct supplier of the accommodation and activities which make up your arrangements, unless agreed otherwise. We are obliged and commit ourselves to carry out the Assignment in a responsible manner and will try to select the best suppliers.

4. Obligations of the Client

The Client will inform the Participants before participation in the Event that they have to behave in a responsible manner during all activities so as to uphold our good name and reputation. We hold the right to cancel the Event or elements thereof in the event that the Participants do not adhere to any warnings issued by us or our supplier. In such case, the Client will be held fully responsible for payment of the activity as well as for potential damages and consequently no refund will be payable to the Client. The Client will (i) confirm to the Participants in writing before the Event takes place that the Participants will participate in the Event at their own risk and responsibility and (ii) notify in writing to the Participants before the Event takes place all our other terms and conditions which may reasonably be deemed to be relevant for the Participants, such as, but not limited to:

restrictions on the use of alcohol and drugs and smoking cigarettes;

the observance of instructions during the Event;

the physical suitability for participation in the Event;

the responsibility to participate in an Event on the level of someone's personal skills and experience;

the obligation to sign on the spot of the Event, a waiver form with regard to damages and liability, if required;

the possible last minute cancellation of an outdoor Event in case of extreme weather conditions, if the organizer of the Event so decides.

5. Cancellation and alteration

In the event the Client cancels the Event cancellation fees will be charged as follows:

" Less than 2 Month before arrival date = 50% of total cost

" Less than 1 Month before arrival date = 70% of total cost

" Less than 14 days before arrival date = 90% of total cost

" Less than 7 days before arrival date = 100% of total cost

All cancellations must be received in writing and the date of cancellation is that upon which written cancellation is received by us.

In the event the number of Participants in an Event will be reduced, the initial total cost will only be reduced to a maximum of 20%, regardless the actual number of decrease in Participants.

In the event that the Client wishes to make changes to the program of the Assignment before or during the Event takes place, providing that such change is possible, the Client is liable for covering all costs in relation thereto.

Surcharges may be applicable where an Event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the Event for which we are not held responsible and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price. If the final number of a group is an odd number, then a single supplement surcharge will apply if the booking includes accommodation or an Event which is number dependant.

6. Offers

All offers are valid for 7 days as from the offer date, subject to availability, and will thereafter expire without the option of appeal if they are not accepted in writing within this period. Unless otherwise stated, all prices are exclusive of VAT.

7. Invoicing and payment conditions

- The Client will ensure that 75% of our invoice is paid one month before the Event takes place.
- In the week after the Event, the remaining 25% needs to be paid.
- In the event that the Assignment is issued to us less than 30 days before the date that the Event takes place, the invoice must be paid immediately.
- If payment has not been received on the day before the Event is due to take place, we hold the right to cancel the Event. All costs incurred in relation to such cancellation will be payable by the Client.
- In the event that an Event has taken place and the Client has not yet paid, the Client will be in breach of the terms and conditions of this contract and we hold the right (i) to refer the case to a debt collection agency, with all costs in relation thereto payable by the Client, and (ii) not to execute any further bookings of the Clients that already have been made.
- In all circumstances, if payment has not been received ultimately the day before the Event takes place, a 5% fine over the total outstanding amount will become due.

8. Responsibility/Liability

- In spite of our careful selection of suppliers, we cannot be held responsible for the execution of the Event by the supplier(s). More specifically, we cannot be held liable for any other damage than direct damage suffered by the Client, if proven to be as a result of our gross negligence or our willful misconduct. Our liability will be limited to the maximum amount of the agreed Assignment.
- We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a Participant who was under influence of alcohol or any other drugs.
- We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a Participant who did not follow up instructions and safety guidelines instructed by us or our supplier.
- The Client will indemnify us for claims from third parties with respect to damages to companies or individuals brought about by a Participant to the Event.
The Client will reimburse us for all costs incurred in relation to any damages brought about by a Participant.

You must ensure that the Participants have adequate travel insurance with high medical cover (including repatriation by air ambulance), and cover for cancellation and curtailment.

9. Circumstances outside our control

- We will not be held liable in the event that an Event or part of an Event cannot take place due to circumstances outside our control, such as, but not limited to cancellation of the Event by the party contracted by us that should carry out the Event or part of it or illness of the majority of our personnel or national strikes, including but not limited to public transport strikes.
- In the event that an Event or part of an Event cannot be carried out, we will do our utmost to find a suitable alternative for the Client. If such alternative incurs extra costs, we will first consult with the Client and only proceed after the Client's written approval.
- In the event that an Event or part of an Event arranged by us cannot take place due to circumstances outside our control, we hold the right to postpone or cancel our Assignment without any legal or financial liability towards the Client or any third party unless stated by law. In such case, the agreed financial and/or legal liability rests with the Client.

10. Applicable law

The Client recognizes that the Event is held in THE NETHERLANDS and is therefore covered under DUTCH LAW. The assigned court will be the COURT in AMSTERDAM.
