

## **GENERAL TERMS AND CONDITIONS**

ALL AGREEMENTS THAT WE (JEU DE BOULES BAR B.V, HEREINAFTER REFERRED TO AS 'JEU DE BOULES BAR') CONTRACT AND ALL SERVICES THAT WE PROVIDE ARE SUBJECT TO THE UNIFORM CATERING TERMS AND CONDITIONS (UVH, ATTACHED AS AN APPENDIX). IN ADDITION TO THIS, THE FOLLOWING CONDITIONS APPLY. THE DEFINITIONS OF ARTICLE 1 OF THE UVH APPLY FOR THE PURPOSES OF THESE GENERAL TERMS AND CONDITIONS.

### **ARTICLE 1 QUOTATION**

THIS QUOTATION IS VALID FOR A TERM OF SEVEN DAYS. IF YOU DO NOT ACCEPT THIS QUOTATION IN WRITING WITHIN THE AGREED TERM, THIS QUOTATION, INCLUDING ANY OPTIONS, WILL LAPSE.

### **ARTICLE 2 PAYMENT CONDITIONS**

2.1 PRIVATE RESERVATIONS: FOR QUOTED AMOUNTS OF €1,250 OR MORE, YOU WILL RECEIVE A PREPAYMENT INVOICE FROM US. THE PREPAYMENT INVOICE IS FOR 40% OF THE QUOTED AMOUNT AND MUST BE PAID 14 DAYS PRIOR TO THE DATE OF YOUR RESERVATION.

2.2 WEDDINGS: FOR QUOTATIONS OF €1,250 OR MORE, YOU WILL RECEIVE TWO PREPAYMENT INVOICES FROM US. THE FIRST PREPAYMENT INVOICE IS FOR 10% OF THE QUOTED AMOUNT AND MUST BE PAID WITHIN 14 DAYS OF THE INVOICE DATE. THE SECOND PREPAYMENT INVOICE IS FOR 60% OF THE QUOTED AMOUNT AND MUST BE PAID 30 DAYS PRIOR TO THE DATE OF YOUR WEDDING.

THE PREPAYMENT INVOICES WILL BE SENT TO YOU BY E-MAIL. IF YOU WISH TO RECEIVE THE INVOICE BY POST, PLEASE LET US KNOW. THE FINAL INVOICE, ADJUSTED TO THE ACTUAL SITUATION AND LESS THE PREPAYMENT, MUST BE SETTLED WITHIN 14 DAYS OF THE INVOICE DATE.

### **ARTICLE 3 CHANGES IN NUMBER OF PERSONS**

WE MUST BE NOTIFIED OF ANY CHANGES IN WRITING OR BY E-MAIL. CHANGES ARE VALID ONLY IF JEU DE BOULES BAR HAS CONFIRMED THESE IN WRITING OR BY E-MAIL. THE NUMBER OF PERSONS CAN BE CHANGED FREE OF CHARGE UP TO TWO WEEKS BEFORE THE START OF THE EVENT. THE NUMBER OF PERSONS CAN STILL BE REDUCED BY A MAXIMUM OF 10% UP TO ONE WEEK BEFORE THE START OF THE EVENT.

### **ARTICLE 4 CANCELLATION OF RESTAURANT AND TABLE RESERVATIONS**

4.1 IF A RESERVATION IS MADE FOR THE RESTAURANT ONLY (TABLE RESERVATION), THE FOLLOWING APPLIES FOR CANCELLATION OF THIS RESERVATION:

- A. NO COSTS WILL BE CHARGED FOR CANCELLATIONS UP TO 14 DAYS BEFORE THE RESERVED DATE.
- B. IN THE EVENT OF A CANCELLATION BETWEEN 14 AND 7 DAYS BEFORE THE RESERVED DATE, THE CUSTOMER WILL OWE 25% OF THE QUOTED VALUE (PURSUANT TO ARTICLE 1.11 OF THE UVH).
- C. IN THE EVENT OF A CANCELLATION 7 DAYS OR LESS BEFORE THE RESERVED DATE, THE CUSTOMER WILL OWE 50% OF THE QUOTED VALUE.
- D. IN THE EVENT OF A CANCELLATION 3 DAYS OR LESS BEFORE THE RESERVED DATE, THE CUSTOMER WILL OWE 75% OF THE QUOTED VALUE.

4.2 A CANCELLATION IS VALID ONLY IF THIS TAKES PLACE IN WRITING OR BY E-MAIL.

### **ARTICLE 5 CANCELLATION OF AGREEMENTS FOR ROOMS, GROUPS AND PARTIES**

IF A RESERVATION HAS BEEN MADE FOR A GROUP (E.G. FOR A MEETING, WEDDING OR PARTY) NOT FALLING UNDER ARTICLE 4, THE FOLLOWING APPLIES FOR CANCELLATION OF THESE RESERVATIONS:

- A. FOR CANCELLATIONS UP TO SIX MONTHS BEFORE THE DATE ON WHICH THE FIRST CATERING SERVICE MUST BE PROVIDED ACCORDING TO THE RELEVANT AGREEMENT, THE CUSTOMER IS NOT REQUIRED TO PAY THE COMPANY ANY COMPENSATION.
- B. FOR CANCELLATIONS UP TO THREE MONTHS BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 10% OF THE QUOTED AMOUNT.
- C. FOR CANCELLATIONS UP TO TWO MONTHS BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 15% OF THE QUOTED AMOUNT.
- D. FOR CANCELLATIONS UP TO ONE MONTH BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 35% OF THE QUOTED AMOUNT.
- E. FOR CANCELLATIONS UP TO 14 DAYS BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 60% OF THE QUOTED AMOUNT.
- F. FOR CANCELLATIONS UP TO 7 DAYS BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 85% OF THE QUOTED AMOUNT.
- G. FOR CANCELLATIONS 7 DAYS OR LESS BEFORE THE PLANNED DATE, THE CUSTOMER IS REQUIRED TO PAY THE COMPANY 100% OF THE QUOTED AMOUNT.

### **ARTICLE 6 DAMAGED OR LOST PROPERTY**

WE WILL CHARGE YOU THE REPLACEMENT VALUE FOR JEU DE BOULES BAR PROPERTY THAT IS DAMAGED OR LOST.

### **ARTICLE 7 DIETARY REQUIREMENTS AND (FOOD) ALLERGIES**

IF YOU HAVE DIETARY REQUIREMENTS AND/OR FOOD OR OTHER ALLERGIES, PLEASE REPORT THIS TO US AS SOON AS POSSIBLE AND IN ANY EVENT, AT LEAST ONE WEEK BEFORE THE START OF THE EVENT/RESERVATION. IF THIS REPORT IS MADE LATER, JEU DE BOULES BAR WILL TRY TO TAKE THIS INTO ACCOUNT IN RELATION TO THE EVENT/THE RESERVATION BUT CANNOT GUARANTEE THIS.

### **ARTICLE 8 MEDIA AND COPYRIGHTS**

CAMERAS AND OTHER EQUIPMENT ARE PRESENT AT AND ON THE JEU DE BOULES BAR COMPLEX FOR SECURITY AND COMMERCIAL REASONS. ALL MEDIA RIGHTS TO RECORDINGS MADE, IN THE BROADEST SENSE, REMAIN THE PROPERTY OF JEU DE BOULES BAR AND THE PARTICIPANT EXPLICITLY WAIVES THESE. JEU DE BOULES BAR RESERVES ALL RIGHTS AND AUTHORISATION ACCRUING TO IT PURSUANT TO THE COPYRIGHT ACT IN RELATION TO ALL PRODUCTS AND SERVICES PROVIDED BY JEU DE BOULES BAR. IMAGES ARE THE PROPERTY OF JEU DE BOULES BAR AND ARE NOT RELEASED, OTHER THAN IN THE EVENT OF A STATUTORY OBLIGATION OR COURT ORDER TO DO SO. JEU DE BOULES BAR WILL MAKE EVERY EFFORT TO KEEP YOUR PERSONAL DATA IN COMPLIANCE WITH THE PERSONAL DATA PROTECTION ACT AND TO COMPLY WITH THE ACT.

### **ARTICLE 9 LIABILITY**

JEU DE BOULES BAR ACCEPTS NO LIABILITY WHATSOEVER FOR THE CONSEQUENCES OF SETTING, TYPING OR PROGRAMMING ERRORS ON THE JEU DE BOULES BAR WEBSITE OR IN ITS OTHER PUBLICATIONS.

### **ARTICLE 10 LAWS AND REGULATIONS**

JEU DE BOULES BAR RESERVES THE RIGHT TO CHANGE THE QUOTED VALUE IF CHANGES IN LAWS AND REGULATIONS GIVE RISE TO THIS.

#### **ARTICLE 11 GENERAL**

- 11.1 ALL JEU DE BOULES BAR'S QUOTATIONS AND OFFERS AND ALL AGREEMENTS WITH JEU DE BOULES BAR ARE SUBJECT TO THESE GENERAL TERMS AND CONDITIONS. ALL CATERING ACTIVITIES ARE SUBJECT TO THE UNIFORM CATERING TERMS AND CONDITIONS (UVH). THE REGULATIONS AND THESE TERMS AND CONDITIONS ARE COMPLEMENTARY. JEU DE BOULES BAR IS THE USER OF THESE TERMS AND CONDITIONS. THE OTHER PARTY IS REFERRED TO BELOW AS 'THE PARTICIPANT'. THE TERMS AND CONDITIONS ARE BINDING ON EVERYONE THAT MAKES USE OF OUR SERVICES. THE TERMS AND CONDITIONS CAN BE VIEWED AT OUR OFFICES AND WILL BE SENT TO YOU FREE OF CHARGE ON REQUEST.
- 11.2 JEU DE BOULES BAR RESERVES THE RIGHT TO OPEN TALKS WITH THE CLIENT IN ORDER TO CONTRACT A NEW AGREEMENT IF SIGNIFICANT (PURCHASING) PRICE INCREASES ARISE BETWEEN THE DATE ON WHICH THE AGREEMENT IS CONTRACTED AND THE ACTUAL EXECUTION DATE OF THE AGREEMENT. IF IT IS NOT POSSIBLE TO CONTRACT A NEW AGREEMENT, JEU DE BOULES BAR HAS THE RIGHT TO CANCEL THE AGREEMENT WITHOUT STATING ITS REASONS ANY FURTHER. JEU DE BOULES BAR RESERVES THE RIGHT TO CHARGE CLIENTS THAT CANCEL AN AGREEMENT THE COSTS OF CANCELLING ANY CONTRACTS CONCLUDED WITH THIRD PARTIES FOR THE EXECUTION OF THE AGREEMENT WITH THE CLIENT ON A ONE-TO-ONE BASIS.

#### **ARTICLE 12 RISK AND LIABILITY**

- A. THE PARTICIPANT IS AWARE OF THE FACT THAT THE USE OF ALL JEU DE BOULES BAR ACTIVITIES ENTAILS RISKS OF DAMAGE OR INJURY IN THE BROADEST SENSE. THE PARTICIPANT ACCEPTS THESE RISKS IN FULL THROUGH COMPLETION AND SIGNATURE OF THE DISCLAIMER. PARTICIPATION IN THE ACTIVITIES THEREFORE TAKES PLACE AT THE PARTICIPANT'S OWN RISK AND EXPENSE. JEU DE BOULES BAR IS THEREFORE NOT LIABLE FOR ANY FORM OF DAMAGE, INCLUDING INDIRECT DAMAGE, CONSEQUENTIAL LOSS AND LOSS OF EARNINGS, THAT THE PARTICIPANT SUFFERS AS A RESULT OF ACCIDENTS DURING THE ACTIVITIES.
- B. JEU DE BOULES BAR IS NOT LIABLE FOR ANY DAMAGE AS A RESULT OF CIRCUMSTANCES ATTRIBUTABLE TO THE PARTICIPANT.
- C. THE EXCLUSIONS AND/OR LIMITATIONS OF JEU DE BOULES BAR'S LIABILITY IN THIS PROVISION ALSO APPLY FOR JEU DE BOULES BAR'S EMPLOYEES AND OTHER REPRESENTATIVES, SERVICE PROVIDERS INVOLVED AND TO THE STAFF OF THE SERVICE PROVIDER CONCERNED.
- D. JEU DE BOULES BAR'S LIABILITY IS ALWAYS LIMITED TO THE AMOUNT PAID OUT UNDER JEU DE BOULES BAR'S LIABILITY INSURANCE IN THE CASE CONCERNED.
- E. PARTICIPANTS SHALL STRICTLY OBSERVE THE RULES AND REGULATIONS AS DRAWN UP BY JEU DE BOULES BAR. THIS ALSO APPLIES FOR THE INSTRUCTIONS OF THE JEU DE BOULES BAR INSTRUCTORS AND EMPLOYEES IN ATTENDANCE, AND TO THE TEXTS AND IMAGES ON THE RELEVANT SIGNS AND TV SCREENS.

#### **ARTICLE 13 RESERVATION OF TICKETS**

- 13.1 THE RESERVATION AND/OR PURCHASE OF TICKETS ENTAILS ACCEPTANCE OF THE APPLICATION OF THESE TERMS AND CONDITIONS AND CONSENT TO THEIR CONTENTS.
- 13.2 TICKETS CAN BE RESERVED BY E-MAIL OR BY TELEPHONE. RESERVED TICKETS THAT ARE NOT YET PAID MUST BE PAID FOR AND COLLECTED FROM THE TICKET OFFICE AT LEAST 30 MINUTES BEFORE THE START OF THE RESERVED TIME. JEU DE BOULES BAR IS FREE TO SELL TICKETS THAT ARE NOT COLLECTED IN TIME TO OTHER PARTICIPANTS.

#### **ARTICLE 14 FORCE MAJEURE**

- 14.1 IN THE EVENT OF FORCE MAJEURE, JEU DE BOULES BAR CANNOT BE REQUIRED TO COMPLY WITH THE AGREED OBLIGATIONS. IN THAT CASE, JEU DE BOULES BAR HAS THE RIGHT TO EITHER SUSPEND THE PROGRAMME FOR THE DURATION OF THE FORCE MAJEURE OR TO CANCEL PART OR ALL OF THE PROGRAMME DUE TO UNFORESEEN CIRCUMSTANCES. WHERE POSSIBLE, JEU DE BOULES BAR WILL OFFER AN ALTERNATIVE PROGRAMME OR MOVE THE ENTIRE PROGRAMME TO A SUITABLE ALTERNATIVE DATE. IN NO CASE IS JEU DE BOULES BAR LIABLE FOR COMPENSATION FOR DAMAGE.
- 14.2 FOR THE PURPOSES OF THESE GENERAL TERMS AND CONDITIONS, 'FORCE MAJEURE' REFERS TO ALL CIRCUMSTANCES, FORESEEN OR UNFORESEEN, OVER WHICH JEU DE BOULES BAR HAS NO CONTROL AND/OR THE CONSEQUENCES OF WHICH JEU DE BOULES BAR CANNOT REASONABLY BE EXPECTED TO PREVENT, IN ADDITION TO THE INTERPRETATION OF THAT TERM LAID DOWN IN LAW AND JURISPRUDENCE. THIS INCLUDES STRIKES IN THE JEU DE BOULES BAR BUSINESS, MALFUNCTIONS OR DEFECTS IN EQUIPMENT/ACCOMMODATION AND WEATHER CONDITIONS QUALIFIED AS EXTREME IN THE VIEW OF JEU DE BOULES BAR.