
Terms and Conditions Battlefield Tours

Article 1. General

- 1.1. *These terms and conditions apply to all quotes, offers and agreements of BATTLEFIELD TOURS.*
- 1.2. These terms and conditions also apply to services of BATTLEFIELD TOURS for the implementation of which BATTLEFIELD TOURS has to involve third parties.
- 1.3. Applicability of any purchase conditions or other terms and conditions of other parties involved are expressly disclaimed.
- 1.4. To the extent that one or more provisions in these terms and conditions turn out be not legally valid or cease to remain legally valid at any given moment, then the remaining provisions in these terms and conditions remain applicable.
- 1.5. If uncertainty exists regarding the interpretation of one or more provisions in these terms and conditions, then any explanation must take place in the spirit of these terms and conditions.
- 1.6. Should a situation arise between BATTLEFIELD TOURS and the CLIENT that is not by these terms and conditions, then this situation must be dealt with in the spirit of these terms and conditions.
- 1.7. If BATTLEFIELD TOURS does not demand strict adherence to these terms and conditions, it does not in any way mean that its provisions no longer apply or that BATTLEFIELD TOURS would lose the right to demand strict adherence in any other cases.

Article 2. Quotes and offers

- 2.1. All quotes and offers of BATTLEFIELD TOURS are without engagement, unless an acceptance period is put forward.
- 2.2. BATTLEFIELD TOURS cannot be forced to uphold its quotes and offers if the CLIENT can reasonably understand that these quotes and offers, or any part thereof, contains an obvious mistake or misspelling.
- 2.3. The prices mentioned in quotes and offers are inclusive of VAT and other Government levies as well as any costs that have to be made as part of the execution of the agreement including travel and subsistence costs and administration costs, unless otherwise indicated.
- 2.4. If acceptance of a quote or offer (whether or not on subordinate points) deviates from the quote or offer given, then BATTLEFIELD TOURS is not bound to this quote or offer. The agreement shall not be come into existence based on that deviated acceptance, unless BATTLEFIELD TOURS indicates otherwise.
- 2.5. A composite quote does not require BATTLEFIELD TOURS to carry out part of the quote or offer against a corresponding part of the specified price.
- 2.6. Quotes and offers shall not apply automatically for future orders.

Article 3. Bookings, payment and cancellation

- 3.1. When booking a tour or when accepting a quote the CLIENT shall make a deposit of 10% of the total amount into the bank account of BATTLEFIELD TOURS, unless indicated otherwise by BATTLEFIELD TOURS.
- 3.2. A reservation for one or more seats in a tour is definite only after receipt of the deposit by BATTLEFIELD TOURS, unless BATTLEFIELD TOURS explicitly confirms definite reservation otherwise. Up until the moment that a reservation is definite BATTLEFIELD TOURS cannot guarantee seating on the tour date(s) mentioned in the booking or in the quote.
- 3.3. The CLIENT shall have paid the total amount due into the account of BATTLEFIELD TOURS no later than 10 days before the start of the tour. If the booking itself is within 10 days before the start of the tour the CLIENT shall pay the full amount immediately, unless BATTLEFIELD TOURS has indicated otherwise.

- 3.4. If the CLIENT fails to pay the total amount on time, BATTLEFIELD TOURS is entitled to dissolve the agreement. In that case the CLIENT cannot claim refund of sums already paid.
- 3.5. Payments to BATTLEFIELD TOURS must be made in Euros. Other currencies are not accepted by BATTLEFIELD TOURS.
- 3.6. Payments to BATTLEFIELD TOURS can be made via bank transfer or deposit onto the bank account number of BATTLEFIELD TOURS or by payment in cash. BATTLEFIELD TOURS does not accept credit cards, cheques, paypal or other payment services.
- 3.7. Any costs made or charged for (international) bank transfer are for the CLIENT even in the event these costs are charged to BATTLEFIELD TOURS by the client's bank without informing either party.
- 3.8. Objections against the height of the total amount due does not suspend payment obligations.
- 3.9. In the event of cancellation of the tour by the CLIENT the following policies apply:
 - a. In mutual agreement with BATTLEFIELD TOURS the tour may be replanned at another date.
 - b. Up to 10 days in advance of the tour date BATTLEFIELD TOURS refunds amount due or the part thereof already paid after deduction of any costs made by BATTLEFIELD TOURS for this tour.
 - c. As from 10 days in advance of the tour date BATTLEFIELD TOURS is entitled to charge an additional 10% of the total amount agreed upon.

The CLIENT is not entitled to any refund nor to payment of any direct or indirect damages due to missing the tour or being left behind at an intermediate stop if this is caused by

- a. the CLIENT failing to arrive on time or arriving after time of departure at the point of departure on one or more tour days;
- b. the CLIENT misses the time of departure at an intermediate stop;
- c. the CLIENT decides to drop out of the tour at any given moment regardless the reason for this decision.

Article 4. Performing a tour, modification of tour itinerary, price adjustments

- 4.1 When giving tours BATTLEFIELD TOURS takes on itself the obligation to perform to the best insight and capacity in accordance with the requirements of good craftsmanship.
- 4.2 BATTLEFIELD TOURS has the right to have certain work done by third parties.
- 4.3 BATTLEFIELD TOURS reserves the right to adapt the tour itinerary if prior to or during the tour temporary or permanent circumstances necessitate this change. In such a case BATTLEFIELD TOURS will provide a reasonable and viable alternative. The CLIENT accepts the possibility of modification of the tour itinerary.
- 4.4 In case of a request for altering the tour itinerary by the CLIENT, including an extension, BATTLEFIELD TOURS is entitled to comply with this request only after a properly authorized person of BATTLEFIELD TOURS and the CLIENT both agreed with specified price of the alteration as well as other conditions.
- 4.5 BATTLEFIELD TOURS shall not be in default on grounds that it does not or not immediately comply with a change request from the CLIENT, nor does this provide a reason for the CLIENT to dissolve the agreement.
- 4.6 BATTLEFIELD TOURS shall not be in default on grounds that it refuses to implement a request for alteration of the tour itinerary.
- 4.7 If the CLIENT should fail to properly meet any obligations arising from the agreement on his part, then BATTLEFIELD TOURS can hold the CLIENT liable for all damages (including costs) BATTLEFIELD TOURS suffers directly or indirectly.

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- 4.8 If BATTLEFIELD TOURS is entitled to increase the price agreed upon a quote or an offer under the following circumstances, even when the original price was not provisional.
- a. If the price increase is the result of an alteration of the quote or offer;
 - b. If the price increase results from legal privileges obtained by BATTLEFIELD TOURS or legal obligations BATTLEFIELD TOURS has to comply with;

Article 5. Suspension, dissolution and premature termination of the agreement

- 5.1 BATTLEFIELD TOURS is entitled to suspend fulfillment of its obligations or dissolve the agreement immediately and with immediate effect if:
- a. the CLIENT does not timely or fully fulfill its obligations arising from the agreement;
 - b. BATTLEFIELD TOURS learns facts after conclusion of the agreement, giving good grounds to believe that the CLIENT will not meet its obligations.
 - c. A deposit is not paid or not paid entirely provided that the CLIENT was requested such deposit at the conclusion of the agreement.
 - d. if any delay on the part of the CLIENT is such that BATTLEFIELD TOURS can no longer be demanded to meet the agreement against the conditions originally agreed upon.
 - e. If circumstances arise of such a nature that fulfillment of the agreement becomes impossible or unaltered continuation of the agreement cannot be reasonably demanded from BATTLEFIELD TOURS.
- 5.2 In case that dissolution of the agreement is imputable to the CLIENT, BATTLEFIELD TOURS is entitled to reimbursement for direct and indirect damages, including costs.
- 5.3 If the agreement is dissolved all claims of BATTLEFIELD TOURS on the CLIENT are due and payable immediately. In case that BATTLEFIELD TOURS suspends fulfillment of these obligations BATTLEFIELD TOURS retains its legal and contractual claims.
- 5.4 Should BATTLEFIELD TOURS decide to suspend or dissolve the agreement on grounds mentioned in this article BATTLEFIELD TOURS is not obliged to pay for damages or compensation, while the CLIENT, on grounds of being in default, is obliged to pay damages or compensation.
- 5.5 Unless premature termination is imputable to BATTLEFIELD TOURS any costs incurred will be charged to the CLIENT. BATTLEFIELD TOURS will inform the CLIENT on the extent of these costs in advance as much as possible. The CLIENT is obliged to meet these costs incurred within by BATTLEFIELD TOURS the specified term, unless BATTLEFIELD TOURS indicates otherwise.
- 5.6 In the event of liquidation, (request for) suspension of payment or bankruptcy, of seizure at the expense of the other party (if and insofar as the seizure is not lifted within three months), of debt restructuring or any other circumstance which the other party can no longer freely over his assets, state the BATTLEFIELD TOURS immediately and with direct entrance the agreement on to say or to cancel the agreement, without any obligations to pay any damages or compensation. The claims of BATTLEFIELD TOURS on the other in that case immediately due and payable.
- 5.7 In the event of liquidation, of (request for) suspension of payment or bankruptcy, of seizure at the expense of the other party (if and insofar as the seizure is not lifted within three months), of debt restructuring or any other circumstance in which the CLIENT has no longer possession of his assets, BATTLEFIELD TOURS is entitled to dissolve the agreement immediately and with direct entrance, without any obligations to pay any damages or compensation. In this case claims of BATTLEFIELD TOURS against the CLIENT are immediately due and payable.

Article 6. Force Majeure

- 6.1. BATTLEFIELD TOURS is not obliged to conduct a tour for the CLIENT if BATTLEFIELD TOURS is hindered as a result of a circumstance that is not due to debt, and cannot be held accountable for that circumstance neither by law, a legal act or in daily life.
- 6.2. In addition to the definition in law and jurisprudence these terms and conditions a force majeure define as all external causes, foreseen and unforeseen, upon which BATTLEFIELD TOURS has no influence but rendering BATTLEFIELD TOURS incapable of meeting its obligations, including those circumstances that prevent BATTLEFIELD TOURS from ensuring the safety and well-being of its clients. BATTLEFIELD TOURS is also entitled to invoke force majeure if the circumstance preventing (further) fulfillment of the agreement occurs after BATTLEFIELD TOURS was required to meet its commitment.
- 6.3. BATTLEFIELD TOURS is entitled to suspend a tour during the entire period the force majeure continues. If this period lasts longer than two months each of the parties is entitled to dissolve the agreement without obligation to compensate damages to the other party.
- 6.4. If at the start of force majeure BATTLEFIELD TOURS already partially conducted the tour or will be able to do so, BATTLEFIELD TOURS shall refund the amount paid by the CLIENT in proportion with the part of the tour already conducted or that will be conducted, and with deductions of costs incurred.

Article 7. Liability

- 7.1 The total liability of BATTLEFIELD TOURS due to attributable shortcoming in meeting the agreement is limited to compensation of the direct damages to a maximum of the amount paid to BATTLEFIELD TOURS at the moment the shortcoming came into existence.
- 7.2 BATTLEFIELD TOURS is not liable for any damages, loss or theft on the part of the CLIENT or his property directly or indirectly resulting from participating in a tour conducted by BATTLEFIELD TOURS.
- 7.3 BATTLEFIELD TOURS is not liable for any damages suffered by the CLIENT directly or indirectly as a result of a (partial) suspension or cancellation of the tour regardless the reason.
- 7.4 In line with the above mentioned provisions BATTLEFIELD TOURS advises its clients to always purchase a travel insurance for coverage of these damages.

Article 8. Intellectual property

- 8.1 BATTLEFIELD TOURS reserves the right and legal privileges given to BATTLEFIELD TOURS on the basis of the Dutch 'Auteursrecht' and other laws and regulations on intellectual property.
- 8.2 BATTLEFIELD TOURS is entitled to use the knowledge gained during the preparation and conducting of the tour for other purposes, in so far as no strictly confidential information of the CLIENT is brought to the attention of third parties.

Article 9. Applicable law and disputes

- 9.1 Only Dutch law applies to all legal relationships in which BATTLEFIELD TOURS is a party, even if the agreement is entirely or partly implemented abroad or if the CLIENT is domiciled there. The applicability of the Vienna Sales Agreement is excluded.
- 9.2 Parties shall only appeal to Court after they have endeavoured to settle the dispute by mutual consultation.

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Article 10. Location and amendment of terms and conditions

- 10.1 These terms and conditions can be found on the website of Battlefield Discovery: www.battlefieldtours.nu.com under the tab “booking information”. The original Dutch version of these terms and conditions can be found at www.battlefieldtours.nu under the tab “boekingsinformatie”.
- 10.2 The latest version published on the website or the version valid at the time of the conclusion of the agreement with BATTLEFIELD TOURS is the only valid version.
- 10.3 The Dutch text of the terms and conditions are always decisive in the interpretation thereof.