

## General Conditions

### Article 1 – General

1. These General Conditions apply to all offers and agreements between Lodder Management & Consulting, Lodder Group Travel, Lodder solutions for events and incentives, and Lodder Incoming (hereinafter “**Lodder**”) and each of its clients, which are group travel and incentive travel organisations, including touring car companies, travel agencies, event agencies, rally organisations, etc (each hereinafter the “**Client**”).
2. Special or deviating conditions included in an accompanying quotation and/or confirmation document prevail over possibly contradicting regulations in these General Conditions.
3. An agreement is concluded by the timely written acceptance of the quotation and the confirmation of the reservation signed for approval by the Client.
4. Invoices are offered “subject to availability”, unless it is stated on the accompanying quotation document that an option has been obtained.

### Article 2 – Price

1. Lodder retains the right to, with regard to agreements that have already been concluded, amend the prize as a result of price increases that are outside Lodder’s control, such as VAT and other tax increases, by governments and/or changes in exchange rates.
2. Prices mentioned in the offer are group prices. Group prices apply to groups of at least 20 paying persons. However, if a hotel or other implementing contract partner applies a different number on the basis of which a group price is granted, that will be stated in the quotation document.
3. Lodder may increase a group price that has already been confirmed if the number of people changes and/or the number of overnight stays changes.
4. If the Client does not accept the price increase, Lodder has the right to cancel the agreement. The client is then bound by the cancellation conditions stated in these General Conditions, plus as damages compensation of at least 15% of the cancellation costs.

### Article 3 – Payment conditions

1. If a hotel or other implementing contract partner requires a deposit, Lodder will also require that from the Client. This specific condition is, if known, included in the quotation, but usually in the reservation confirmation after having chosen the hotel or other implementing partners.
2. The full travel sum should be received by Lodder at least four weeks before arrival, unless otherwise specified.
3. If a travel sum, deposit and/or remaining payment has not been paid or has been paid too late, Lodder has the right to terminate the agreement in written form, without judicial intervention, and to cancel the reservation or the reservations. In such case the cancellation conditions of these general conditions will apply, plus as damages compensation of at least 15% of the cancellation costs.

#### Article 4 – Amendment or cancellation by the Client

1. Amendments or cancellation of the agreement should be communicated to Lodder by the Client in written form.
2. The date of notification is the day of receipt if the message has been received by Lodder before 4pm on the relevant working day (Monday to Friday). If this is not the case, the following working day will be the date of notification.
3. Possible costs as a result of the amendment or cancellation are to be borne by the client. In case of cancellation of the entire group or a part or an individual participant of the group, the following costs are payable:  
At least twelve weeks before arrival or fulfilment: no costs, unless otherwise specified in the accompanying quotation and/or confirmation document.  
From twelve weeks to eight weeks before arrival or fulfilment: 15% costs.  
From eight weeks to four weeks before arrival or fulfilment: 35% costs.  
From four weeks to two weeks before arrival or fulfilment: 60% costs.  
From two weeks to seven days before arrival or fulfilment: 85% costs.  
From six days before to the day of arrival or later or fulfilment: 100% costs.

If a hotel or implementing contract party or parties applies or apply stricter conditions, Lodder will also impose those conditions on the client. This specific condition is, if known, stated in the quotation, but usually in the reservation confirmation after having chosen the hotel or other implementing partner or partners.

#### Article 5 – Amendment, cancellation by Lodder

1. Lodder has the right to amend or cancel the agreement without being held liable for any damages if the amendment or cancellation is the result of a serious ground, or force majeure.

#### Article 6 – Complaints

1. Complaints and/or comments and suggestions for Lodder's organisation should be communicated forthwith.
2. If a complaint or problem is not solved to the satisfaction of the Client, the client ought to communicate this to Lodder in written form within 14 days.
3. Dutch law applies to the agreement. Conflicts will be submitted to the court in Zutphen.

## Article 7 – Liability and Indemnification

1. Apart from cases of gross fault on the part of Lodder, Lodder is not liable for damages suffered by the Client.
2. In case of gross fault of Lodder, the liability is limited to a loss amount of no more than the total price of the agreement.
3. Lodder accepts no liability for damage that is covered by the travel insurance, luggage insurance, and accident insurance, which are deemed to have been taken out by either the Client or its customers.
4. The Client indemnifies Lodder for possible claims by third parties. If Lodder were to be held liable by a third party, the Client is bound to provide assistance and legal assistance to Lodder and to do, without delay, all that may be expected from the organiser.

Vaassen, 1 October 2018

---