



GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Recreatiecomplex Down Under in Nieuwegein, including Houten Gein Holding BV, Down Under Horecaexploitatie BV and Down Under Horeca en Recreatie BV, relating to matters including the use of the Cableway, Wavesurfer, outdoor activities and catering facilities, hereinafter referred to as 'Down Under'.

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

For quoted amounts of €2,500 or more, you will receive a prepayment invoice from us. The prepayment invoice concerns 70% of the value of the quotation, will be sent to you two months prior to the reservation date and must be paid within 30 days of the invoice date. Prepayment invoices will be sent to you by e-mail. Please let us know if you would like to receive the prepayment invoice by post. 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 Down Under 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.

For activities (reservations without catering), groups of less than 10 persons can be reduced by a maximum of one person free of charge up to the date of the reservation (this applies only for Down Under Recreatie).

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 Down Under 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, Down Under 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 Down Under complex for security and commercial reasons. All media rights to recordings made, in the broadest sense, remain the property of Down Under and the participant explicitly waives these. Down Under reserves all rights and authorisation accruing to it pursuant to the Copyright Act in relation to all products and services provided by Down Under. Images are the property of Down Under and are not released, other than in the event of a statutory obligation or court order to do so. Down Under 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

Down Under accepts no liability whatsoever for the consequences of setting, typing or programming errors on the Down Under website or in its other publications.

Article 10 Laws and regulations

Down Under reserves the right to change the quoted value if changes in laws and regulations give rise to this.

Article 11 General

11.1 All Down Under's quotations and offers and all agreements with Down Under are subject to the Cableway and/or Wavesurfer House Rules, in addition 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. Down Under 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 Down Under 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, Down Under has the right to cancel the agreement without stating its reasons any further.

11.3 Down Under 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 Down Under 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. Down Under 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. Down Under is not liable for any damage as a result of circumstances attributable to the participant.
- c. The exclusions and/or limitations of Down Under's liability in this provision also apply for Down Under's employees and other representatives, service providers involved and to the staff of the service provider concerned.
- d. Down Under's liability is always limited to the amount paid out under Down Under's liability insurance in the case concerned.
- e. Participants shall strictly observe the rules and regulations as drawn up by Down Under. This also applies for the instructions of the Down Under instructors and employees in attendance, and to the texts and images on the relevant signs and TV screens.
- f. If a participant has not used the Cableway and/or the Wavesurfer before, he/she must notify the Cableway and/or the Wavesurfer staff of this. It is the participant's own responsibility to ensure that they receive explanations and attend the explanations, even if they have previously made use of these facilities. Down Under does not accept liability for potential damage if the participant is not aware of the information provided during the explanation. The participant is aware that the explanation provides no guarantee that potential damages will be prevented and the participant therefore indemnifies Down Under against these.
- g. Minimum age and swimming skills requirements apply for use of the Cableway and the Wavesurfer, as regulated in the Cableway and Wavesurfer House Rules and as shown on the signs and TV screens. The minimum age for use of the Cableway is 12 and the participant must hold level 'A' and 'B' swimming certificates (or equivalent) and be at least 1.40 metres tall. The minimum age for use of the Wavesurfer is eight and the participant must hold a level 'A' swimming certificate (or equivalent). Children up to the age of 12 may take part in the activities only under the supervision of an adult. It is the explicit responsibility of the parents and/or supervisors of minors to provide Down Under with accurate information regarding their age and swimming abilities. Down Under accepts no liability whatsoever if inaccurate or incomplete information is provided.
- h. The participant is not permitted to make use of the activities of Down Under while under the influence of medicines, drugs and/or alcohol and/or if the participant has health complaints that could reasonably be deemed to constitute a risk for the participant and other participants. In cases of doubt, this should be reported in advance. Down Under is in no way liable for the consequences if the participant nevertheless makes use of the activities of Down Under.

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. Down Under 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, Down Under cannot be required to comply with the agreed obligations. In that case, Down Under 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, Down Under will offer an alternative programme or move the entire programme to a suitable alternative date. In no case is Down Under 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 Down Under has no control and/or the consequences of which Down Under 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 Down Under business, malfunctions or defects in equipment/accommodation and weather conditions qualified as extreme in the view of Down Under.

Article 15 Applicable law

The legal relationship between Down Under and the participant is governed by Dutch law. The District Court of the Central Netherlands is competent to hear any disputes that may arise between the participant and Down Under. In cases where one or more of the provisions of these terms and conditions should be regarded as null and voidable, this is without prejudice to the other provisions and the provision that is null and void or voided will be replaced by a regulation that is consistent with that provision as far as possible.

©2016 Recreatiecomplex Down Under. All rights reserved. No part of this publication may be reproduced, saved in an automated database or published in any form or in any way, either electronically, mechanically, through photocopying, recording or in any other way, without the prior written consent of Down Under. In addition, all rights to the execution of ideas, scenarios and evocative texts are exclusively reserved for Down Under and nothing may take place without its prior written consent.