



## DONKERVOORT AUTOMOBIELEN

DUTCH TOUR 2021

### TERMS & CONDITIONS

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**NOTE: These Terms and Conditions affect your legal rights. It is important that you read and understand them. In particular, please carefully read and acknowledge that you understand the risks associated with the Ambassador Tour as set out in sections 15 and 16.**

#### 1. SCOPE

1.1 These Terms and Conditions shall apply to all agreements for Tour services between Donkervoort Automobielen B.V. ("**Us**" or "**Donkervoort**") and its clients ("**You**").

1.2 A binding agreement will come into existence upon You countersigning an engagement letter, signing these Terms and Conditions and paying a deposit for a specified Tour (if a deposit is required) ("**Tour**").

1.3 No variation of these Terms and Conditions will be binding upon Us unless agreed in writing and signed by an authorised representative of Donkervoort Automobielen B.V.

1.4 You will be required to review and accept any terms and conditions of a third party supplier ("**Other Provider**") that accompany the provision of each product or service by a third party supplier for the Tour if we or any third party supplies them to you. If you do not accept to any terms and conditions of an Other Provider you must notify us prior to using the Other Provider's services.

#### 2. SERVICES PROVIDED

2.1 Our services will be limited to those expressly set out in the final Itinerary ("**Itinerary**").

#### 3. TOUR INCLUSIONS

3.1 The Tour will be conducted in accordance with the final Itinerary but subject to changes at our discretion and notified to You.



#### **4. TOUR EXCLUSIONS / PARTICIPANT RESPONSIBILITIES**

4.1 You are required to travel, at Your own expense, to and from the locations set out in the final Itinerary for commencement and conclusion of the Tour.

4.2 You are required to arrange and obtain all necessary visas, passports and other travel documents.

4.3 You are responsible for your own travel insurance (See insurance requirements at section 9).

4.4 All meals, drinks, snacks, alcoholic beverages and other miscellaneous expenses, that are not included in the Itinerary, are to be paid for by You

4.5 You are responsible for payment of any fine, penalty, damages claim, or other such expense incurred by You while on the Tour for any reason whatsoever. You agree to indemnify Us for such fine, penalty, damages claim or other such expense and to promptly reimburse Us on our request for such reimbursement.

4.7 You must ensure You hold a valid driving license.

#### **5. PRICES**

5.1 The price for the Tour is set out in the Itinerary.

5.2 The price is expressed in Euros.

#### **6. PAYMENT TERMS**

6.1 A 50% deposit of the total cost is required on confirmation of the event.

6.2 The remaining 50% of the total cost is due 60 days prior to the arrival date.

6.3 Prices of Other Providers are subject to change without notice to Us and are not subject to our control. Changes are not expected, but prices may vary considerably and without warning.



## **7. DELAYS**

7.1 Travel delays, whether before or during the Tour, whether foreseen or not, are deemed not to be our responsibility and We are not liable for extra costs or charges You may incur.

7.2 This condition applies no matter how the travel delay(s) was/were caused, including reasons beyond our or Your control such as adverse weather conditions, natural disasters, technical breakdown, industrial or other disputes.

## **8. CANCELLATIONS, MODIFICATIONS AND NO-SHOW**

8.1 If You cancel Your participation in the Tour:

- More than eighty-five (85) days prior to the Tour, we will return 100% of your deposit.
- More than fifty-eight (58) days prior to the Tour, You will be charged a 30% cancellation fee;
- Less than fifty-eight (58) days prior to the Tour, a cancellation fee of 100% of any monies paid will apply;
- Less than twelve (12) days prior to the Tour, a cancellation fee of 100% of any monies paid will apply, plus all monies owing as per your invoice for the Tour, unless we can replace your spot on the Tour.

8.2 If You do not make payments in accordance with section 6.1 then You will be deemed to have cancelled Your participation in the Tour and applicable cancellation fees will be payable.

8.4 Subject to section 14.9, we may cancel the Tour at any time and for any reason whatsoever. In the event that We do cancel the Tour We will refund any monies not expended or which may be reimbursed to Us by Other Providers. We are not liable for any third-party costs you may incur including airlines as a result of a cancelled Tour.

8.5. Covid-19 Related Cancellations after the cancellation deadline of 85 days :

Of course, as You might imagine, We still remain flexible despite the cancellation policy, as of course if a travel restriction should be imposed We will adapt to that situation.

In case of doubt, We reserve the right to cancel the event on your behalf to avoid travel bans or similar restrictions imposed by governments in France or other European countries.



If the entire event is cancelled due to Covid travel restrictions imposed by The Netherlands, any deposits made can be used for a 2022 event in the same format, exclusive a 10% cancellation fee.

## **9. INSURANCE**

9.1 You must ensure that You have a valid and comprehensive travel insurance policy covering the total period and extent of the Tour. This should include costs of cancelling Your participation in the Tour, illness and accident cover and for loss of personal items. We strongly recommend that Your travel insurance includes the costs of repatriation in the event that You are injured and cannot return home by Your own efforts. We also strongly recommend You have a car excess refund section in case of damages or excess payable by You.

## **10. PHOTOGRAPHS AND VIDEO**

10.1 We may wish to photograph, videotape or record You and to use these images or films for promotional purposes. You agree to license to us to use any such images for any promotional purpose including in connection with advertising and social media without charge. You cannot make any claim arising from such use including for invasion of privacy or defamation.

## **11. YOUR OBLIGATIONS**

11.1 You must not engage in disruptive behaviour including but not limited to persistent breach of local driving laws, damage by driving style or otherwise to the rental vehicles, careless or reckless driving, or driving under the influence of alcohol or drugs (whether legal or illegal) and includes the fact or risk of damage to property or a person.

11.2 You agree to abide by all reasonable directions and instructions of:

- our staff or representatives; and.
- staff or representatives of Other Providers, including, but not limited to, an instructor provided by Other Providers.

11.3 If You breach section 11.1 or section 11.2, we may remove You from the Tour and You will not be able to claim any refund from monies paid before or during the Tour.

## **12. PRIVACY**



12.1 Your personal information will be collected and held in accordance with our Privacy Policy located <https://www.donkervoort.com/en/privacy/>

### 13. GOVERNING LAW

13.1 These Terms and Conditions are subject to and construed in accordance with the laws of The Netherlands and You submit to the exclusive jurisdiction of the courts of that Country.

### 14. LIMITATION OF LIABILITY AND INDEMNITY

**14.1 You acknowledge that the Tour is a recreational activity that involves an element of risk and Donkervoort and Other Providers (Service Providers), therefore cannot guarantee Your health and safety. You acknowledge that Your health, ability and conduct will affect such risks.**

14.2 You release and indemnify the Relevant Persons from and against all action, proceedings, claims, demands, costs, losses, damages and expenses suffered or incurred by the Relevant Persons arising out of or in connection with any participation in the Tour including any loss, injury to any person or damage you cause in a car driven by You.

14.3 The Relevant Persons will not be liable for any costs, losses, damages and expenses that may be suffered or incurred in connection with the Your participation in the Tour or their presence on the Tour and these Terms and Conditions may be pleaded by any of the Relevant Persons in bar to any actions, proceedings, claims, demands arising out of or in connection with Your participation in the Tour.

14.4 Nothing in this section 14.3 above limits or excludes the liability of the Relevant Persons for any costs, losses, damages or expenses to the extent arising as a result of fraudulent or reckless conduct of the Relevant Persons, nor any liability of the Relevant Persons that cannot be excluded under applicable law.

14.5 To the extent permitted by law, under no circumstances will Donkervoort be liable for any consequential or indirect loss, direct or indirect loss of profits, loss of business or any special or exemplary damages suffered or incurred in connection with the Terms and Conditions or the Tour or any party's actions or omissions under the Terms and Conditions.



14.6 To the extent permitted by law, Donkervoort does not accept any responsibility for any loss or damage to baggage or property or for injury, illness or death or any damages or claims caused by or arising directly or indirectly by **Other Providers** including but not limited to airlines, coach operators, shipping and cruise companies, car hire companies, hoteliers or any other persons providing services in connection with the Tour arranged by Donkervoort nor for any loss

or damage caused by or resulting from incorrect or insufficient passport, visa or other documentation or certification.

14.7 To the extent permitted by law, Donkervoort does not accept any responsibility for events which are beyond our control, or which are not preventable by reasonable diligence on our part, including but not limited to war, civil disturbance, fire, flood, severe weather, acts of God, acts of government or any other authorities, accidents to, or failure of machinery or equipment, or industrial action and We shall not be obliged to refund any amount paid for any unused services in such circumstances.

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**By confirming my booking, I also confirm that:**

- **I have read, understand and agree to the terms of these Terms and Conditions.**
- **I have read and understand the limitation of liability and indemnity in section 14 above.**
- **I agree and undertake any risk voluntarily and at my own risk.**

**I release Donkervoort Automobielen from any responsibility or legal liability for death or personal injury associated with my presence at, and participation in, the Tour. This release does not apply to significant personal injury caused by reckless conduct by Donkervoort Automobielen.**