

Flitz-events

Terms and Conditions for Activities

These terms and conditions take effect on January 1, 2014, for agreements entered into on or after that date.

Article 1: Definitions

In these terms and conditions and the applicable agreement, the following definitions apply:

1. **Outdoor Sports:** All sporty or recreational outdoor activities participated in under supervision or with prior instruction, involving primarily physical effort and adventurous experiences, both indoors and outdoors. This includes motorized activities unless intended as public transportation.
2. **Package:** A service, activity, or combination thereof organized or offered professionally by the entrepreneur, including the provision of facilities. These services, activities, or facilities may include the rental or sale of equipment, transportation, accommodation, instruction, and guided parts of an activity program. Guided packages or activities are those supervised by a representative of the entrepreneur.
3. **Service:** All actions for the preparation or support of outdoor sports execution, such as renting or selling equipment, arranging transport or accommodations, providing instruction, and guiding (parts of) outdoor sports.
4. **Activity:** Professionally organized or offered outdoor sports or service, or a combination of both.
5. **Guided Activities:** Activities supervised by (a representative of) the entrepreneur.
6. **Single-day Activity:** An activity offered by the entrepreneur lasting no more than 24 hours, without overnight stay.
7. **Multi-day Activity:** An activity offered by the entrepreneur lasting longer than 24 hours or including an overnight stay.
8. **Single-day Package:** A service, activity, or combination offered by the entrepreneur lasting no more than 24 hours, without overnight stay, and covering at least one half-day.
9. **Multi-day Package:** A service, activity, or combination offered by the entrepreneur lasting longer than 24 hours and including at least one overnight stay.
10. **Entrepreneur:** The person offering activities or materials in the exercise of their profession or business; Representative of the entrepreneur: the person acting on behalf of the entrepreneur.

11. **Contracting Party:** Any natural or legal person entering into an agreement with the entrepreneur for themselves or others.
12. **Participant:** Any natural person who participates in or uses a package and/or activity.
13. **Agreement:** An agreement between the entrepreneur and the contracting party regarding a package or activity.
14. The agreement is considered a travel agreement if the entrepreneur commits to providing a pre-organized trip that includes an overnight stay or lasts more than 24 hours and includes at least two of the following services: (1) transportation, (2) accommodation, and (3) another tourist service not related to transportation or accommodation that constitutes a significant part of the package.
15. **Agreed Price:** The fee paid by the contracting party for the activity, with written specification of what is included in the price.
16. **Information:** Written/electronic details about the activity.
17. **Cancellation:** The written termination of the agreement by the contracting party before the start of the activity.

Article 2: Scope

1. These terms and conditions apply to all offers, quotations, and agreements made by or on behalf of the entrepreneur unless explicitly stated otherwise in writing in the agreement.
2. These terms are known to both parties upon entering the agreement. The contracting party accepts these terms by entering into an agreement with the entrepreneur, participating in an activity, or paying the agreed price or part of it.
3. In the event of a conflict between these terms and the contracting party's general terms, the entrepreneur's terms prevail unless additional written agreements favoring the contracting party and/or participant are made.
4. The entrepreneur is only bound to the agreement and/or its modifications if the contracting party has accepted them in writing.

Article 3: Price Changes

If the agreed price changes due to additional costs resulting from increased levies or charges directly related to the activity or participant after the price is set, these costs may be passed on to the contracting party even after the agreement is concluded.

Article 4: Payment

1. Payments must be made in euros within the agreed deadlines unless otherwise agreed upon and recorded in writing.
2. If the contracting party fails to meet their payment obligations within two weeks after a written reminder, the entrepreneur has the right to terminate the agreement immediately, without prejudice to the right to full payment of the agreed price.
3. If the total amount is not paid by the start of the activity, the entrepreneur may deny participation without waiving the right to full payment.
4. Reasonable external collection costs after a default notice are borne by the contracting party. Overdue payments incur statutory interest.
5. The contracting party cannot offset claims against the entrepreneur unless the entrepreneur is declared bankrupt.

Article 5: Cancellation

1. In case of cancellation, the contracting party pays a fee to the entrepreneur:
 - For cancellations more than 1 month before the activity: at least 25% of the reservation value.
 - For cancellations more than 14 days before the activity: 50% of the reservation value.
 - For cancellations more than 7 days before the activity: 85% of the reservation value.
 - For cancellations 2 days or less before the activity: 100% of the reservation value.

Article 6: Early Departure by the Participant

If the participant leaves early, the contracting party remains obligated to pay the full price of the agreed activity.

Article 7: Obligations of the Contracting Party

1. The contracting party must ensure participants adhere to the behavioral and house rules set by the entrepreneur.
2. The entrepreneur reserves the right to use photographic or other recordings made during the package or activity for promotional purposes. Objections must be submitted in writing within 14 days after the recording.
3. Alcohol consumption before and during the activity is prohibited, except for activities such as tastings, which must be the last activity of the program.

Article 8: Termination by the Entrepreneur

1. The entrepreneur may terminate the agreement immediately if the contracting party or participant fails to meet the obligations of the agreement, information, or government regulations despite prior warning, and continuation of the activity is unreasonable.
2. The entrepreneur may exclude a participant from the activity or terminate the agreement if the participant causes a nuisance, endangers safety, handles nature and the environment irresponsibly, or disrupts the atmosphere.
3. All additional costs resulting from this are borne by the contracting party.
4. The entrepreneur or representative must notify the participant and contracting party of the termination personally.
5. The contracting party remains obligated to pay the agreed price.

Article 9: Modification of the Agreement

1. If the contracting party requests a change to the agreement, the entrepreneur may charge additional costs.
2. A modification also occurs if the information provided by the contracting party does not match reality.
3. If the entrepreneur modifies the agreement, they must offer the contracting party an alternative. If the contracting party rejects this alternative, they must notify the entrepreneur immediately. In this case, the contracting party is entitled to a full refund for unused parts of the activity.
4. A participant unable to attend may be replaced by another person, subject to approval by the contracting party and the entrepreneur, under these conditions:
 - a. The replacement meets all terms of the agreement.
 - b. The request for substitution is submitted at least 7 days before the activity.
 - c. The service providers involved do not object to the substitution.

Article 10: Infeasibility of the Agreement

1. The entrepreneur may suspend or terminate the agreement due to unforeseen and unavoidable circumstances (e.g., war, terrorism, natural disasters, extreme weather). The entrepreneur must notify the contracting party immediately, stating reasons.
2. The entrepreneur may terminate the agreement if a participant's physical condition is deemed unsuitable for the activity.

3. The entrepreneur may cancel or suspend the agreement if there are insufficient participants for a group activity.
4. If performance becomes permanently impossible, the agreement may be terminated for unfulfilled parts, without either party claiming damages.

Article 11: Complaints

1. If the participant notices a shortcoming during the activity, they must report it promptly for resolution.
2. If unresolved, the contracting party may submit a written complaint within 14 days after the activity's conclusion.

Article 12: Liability

1. The entrepreneur's liability for non-personal injury or death is limited to the amount paid by the contracting party for the activity.
2. The entrepreneur is not liable for accidents, theft, or damage unless caused by their failure.
3. The entrepreneur is not liable for extreme weather or other force majeure events.
4. The contracting party is liable for damage caused by participants if attributable to them.
5. The entrepreneur must take reasonable measures to address complaints about nuisance caused by other participants.
6. Participants remain responsible for assessing their fitness for the activity.

Article 13: Laws and Regulations

1. The entrepreneur ensures the activity complies with all applicable environmental and safety standards.
2. Participants must strictly follow all safety regulations.
3. Dutch law applies to this agreement.