

General terms and conditions FDSport

Article 1 Definitions

FDSport:	FLying Dutchman Sportorganisation
Representative:	Person who acts on behalf of FDSport, for example as (Activity) supervisor, instructor, trainer, skipper, etc.
Partner:	Legal person, not being FDSport, who is responsible for the execution of (part of) the Activity.
Customer:	The (legal) person with whom FDSport has concluded an Agreement.
Participant:	Any (natural) person who participates in the Activity.
Activity:	Event, training, course, surveillance, rescue, service, charter, arrangement, delivery, work or event that FDSport organizes or carries out on behalf of the Customer.
Agreement:	Engagement between FDSport and the Customer that is established by an approval of / agreement on an (email) quotation provided by FDSport.

Article 2 Applicability

- 2.1 These conditions apply to all (email) quotations and offers that are concluded by FDSport.
- 2.2 Customer and participant accept the applicability of these conditions by entering into an Agreement or by participating in an Activity organized by FDSport.
- 2.3 If FDSport does not always demands strict compliance with these conditions, this does not mean that these conditions do not apply or that FDSport loses the right to demand compliance with these conditions.
- 2.4 Other general terms and conditions, for example those of the Customer, or changes to these terms and conditions are only part of the Agreement if this has been agreed in writing.

Article 3 Concluding of and content of the Agreement

- 3.1 An Agreement concluded with FDSport is established after FDSport has sent the Customer an (email) quotation and the Customer has confirmed the (email) quotation in writing.
- 3.2 The prices and (optional) reservations apply until the option expiration date, as stated in the (email) quotation. After this date, prices, conditions and availability cannot be guaranteed. A 14-day period applies during which the Customer can withdraw his registration when there is an open registration for a course (for example driving a rib or sailing)
- 3.3 At the conclusion of the Agreement, the Customer is obliged to report all personal circumstances of himself and / or the Participants on whose behalf he enters into the Agreement with FDSport as far as these can influence the smooth running of the Activity. This applies in particular to all relevant medical and physical details.

Article 4 Legal Capacity / Authorization to act

- 4.1 FDSport may trust that the person concluding the Agreement on behalf of or for the benefit of the Customer is authorized to act.

Article 5 Liability towards the Customer and the Participant

- 5.1 Every Client and Participant takes part in the Activity at their own risk.
- 5.2 FDSport will make every effort to make the Activity a great success for all Participants and the Customer. If a part of the Activity is not in line with the expectations, FDSport is not liable for this shortcoming, unless this shortcoming can be attributed to her. FDSport is never liable if:
- 5.2A - the failure to perform is attributable to the Customer or to a Participant
 - 5.2B - the shortcoming in execution of the Activity could not reasonably have been foreseen or avoided and is attributable to a third party or a Partner.
 - 5.2C - the shortcoming is the result of force majeure.
 - 5.2D - the shortcoming is the result of damage including total or partial loss of goods, including consequential and personal injury which is the result of her actions or omissions in the broadest sense of the word, unless there has been gross negligence and / or intent. FDSport accepts no liability whatsoever for the aggravation of existing injuries. Before participating in the Activity, the Participant is obliged to report any physical problems, limitations or risks before the start of the Activity.
In addition, by participating in the Activity, the Participant confirms that he has taken notice of, or has proactively inquired about, the risks, instructions and conditions
 - 5.2E the damage is not covered by its insurance (as stated in her insurance policy) and with regard to damage of which the amount exceeds the amount stated in the policy. Minor damages caused by the Customer and / or Participant will be immediately reimbursed by the Customer and / or Participant to FDSport.
 - 5.2F death, injury, accident, injury, loss or theft that is caused to the Customer and Participant (s) as a result of the activity.
 - 5.2G the circumstances can be attributed to the Customer and / or Participant such as inadequate health or physical condition, inadequate personal equipment, incorrect actions or non-actions, overestimation of personal capabilities or ignoring instructions;
 - 5.2H actions and effects of third parties not directly involved in the execution of the Agreement;
 - 5.2I if there are circumstances that are not due to the fault of FDSport and that cannot be reasonably attributed to FDSport according to Dutch law or the standards applicable in society.
- 5.3 the exclusions and / or limitations of liability included in this article also apply to Partners and other representatives of FDSport.

Article 6 Disclaimer

- 6.1 Except provisions of compulsory law and except for gross negligence and/or conscious recklessness, FDSport is not obliged to reimburse any damage, of any character, direct or indirect, of which damage to a company, damage to movable and immovable property or to any person, both at the side of the Customer or third parties. Customer and Participant will safeguard FDSport against possible claims of third parties.
- 6.2 The Customer will safeguard FDSport, her Partners, as well as her employees/representatives and possible people assisting, for all claims by third parties, including Participants, which relate to the Activity in any way.

Article 7 Obligations of the Participant

- 7.1 The Participant is obliged to immediately and completely follow the instructions and instructions that he or she receives from FDSport or her Partner.
- 7.2 The Participant is obliged to state the situation regarding his / her health and physical condition truthfully before the start of the activity.
- 7.3 The Participant is obliged to truthfully complete a statement regarding his health and physical condition before he participates in an Activity. If a Participant refuses to complete this statement, FDSport has the right to refuse this Participant access to the Activity. In addition, the Participant is required to sign the statement that the Participant has been informed of the risks, instructions and conditions.
- 7.4 Every Participant in Activities in or on the water must be in possession of a swimming diploma.
- 7.5 The Participant or Customer is strongly advised to take out adequate (travel) accident insurance before the start of the Activity if insurance policies already taken out, such as personal liability or possible damage, do not provide adequate coverage.

Article 8 Exclusion from participation

- 8.1 FDSport or her Partner has the right to exclude a Participant from further participation if he or she:
- 8.1A does not comply with instructed rules
 - 8.1B behaves in such a way that it causes nuisance or danger
 - 8.1C disturbs or endangers its fellow Participants
 - 8.1D deliberately causes damage to materials and / or inventory, other Participants and / or their personal belongings;
 - 8.1E is apparently in a state of intoxication and / or drug use
- 8.2 Bij een uitsluiting op basis van artikel 8.1 wordt geen vergoeding toegekend of restitutie verleend.
In the case of an exclusion on the basis of Article 8.1, no reimbursement is granted or a refund is granted.

Article 9 Payment

- 9.1 If the Customer has confirmed the (e-mail) quotation, the Customer must pay the invoice amount to FDSport in advance within the specified payment term.
- 9.2 The invoice is deemed to have been approved if the Customer has not responded within 8 working days of the invoice date; this also obliges the Customer to pay this invoice.

Article 10 Rates and prices

- 10.1 At the request of the Customer, FDSport issues an (e-mail) quotation for an agreed-upon Activity, including all additional costs.

Article 11 Changes by the Customer

- 11.1 The Agreement can only be changed by the Customer if this has been agreed and approved in writing with FDSport.
- 11.2 A reduction of the number of Participants in the Activity within a 10% margin is only possible up to 8 working days before the start of the Activity. This change will be made free of charge.
- 11.3 If the number of Participants in the Activity is reduced by more than 10%, the cancellation scheme from Article 12 applies.
- 11.4 An increase in the number of Participants must be reported in writing 8 working days before the start of the Activity. Naturally, any approval is based on availability.
- 11.5 If the Customer or the Participants arrives later than the agreed times, either the agreed end time will stay in place or, if possible, the agreed duration of the activity. The additional costs that are incurred by FDSport are fully charged to the Customer.

Article 12 Cancellation

- 12.1 FDSport is authorized to change part of the Activities and / or cancel the Activities if there is a danger to the safety of people and / or equipment/items. The Activities that have not been changed or canceled by FDSport will continue.
- 12.2 FDSport has the right to terminate the Agreement before or on the agreed date at any time in the event of serious circumstances that are unforeseeable and cannot be remedied or avoided, such as civil war, terror, political unrest, natural disasters, general strikes, etc.
- 12.3 In that situation the Customer is entitled to full refund of the monies that have already been paid in full or in part. However, this only applies if FDSport has not offered an equivalent Activity to the Customer for replacement. Upon termination by FDSport, due to unsafe weather conditions during major events, 25% of the agreed rate will be charged.
- 12.4 FDSport can fully charge all damage resulting from a cancellation of an Agreement by the Customer and in all cases FDSport is entitled to charge the following percentages of the total invoice amount in the event of cancellation:
- more than 8 weeks prior to the Activity: 10%
 - within 6 weeks prior to the Activity: 25%
 - within 4 weeks prior to the Activity: 50%
 - within 1 week prior to the Activity: 75%
 - the day before or on the day of the Activity: 100%
- 12.5 The Customer waives all rights to dissolution (cf. article 6: 265 et seq. of the Dutch Civil Code) unless cancellation has been agreed under this article.

Article 13 Complaints

- 13.1 FDSport pays utmost attention to its Activities. If there is nevertheless a justified complaint, the Participant must report this complaint in writing to FDSport within 14 days.

Article 14 Force Majeure

- 14.1 Force majeure is understood to mean any unforeseeable circumstance as a result of which the execution of the Agreement is delayed or prevented, insofar as this circumstance cannot be avoided by FDSport and should not be for her account on account of the law, the Agreement or social views.
- 14.2 In the event of force majeure, as a result of which FDSport is not (timely) able to fulfill the Agreement or to execute the assignment, FDSport is entitled to suspend the Agreement or assignment for the duration of the interruption, without judicial intervention. When suspending or terminating the Agreement, FDSport will not be obliged to pay any compensation or penalty in that case.
- 14.3 If and insofar as FDSport cannot fulfill its obligations at all due to force majeure, the Client does not owe the corresponding price.

Article 15 Disputes

- 15.1 All disputes relating to the agreement entered into with FDSport are governed by Dutch law.
- 15.2 In the event of a dispute about an Agreement, the parties will attempt to resolve this in good consultation. If the dispute cannot be settled successfully, the dispute will be submitted to the competent civil court.
- 15.3 The provisions of paragraphs 1 and 2 of this article also apply if the Customer is established abroad and a treaty provision would designate a foreign court as competent.

Article 16 Privacy

- 16.1 FDSport reserves the right to use photographic or other recordings made during an Activity for promotional purposes.