

## 1. Definitions

In the Conditions outlined below, the term "**General Conditions**" is understood to mean:

1. 1.1 "Participant: the individual who participates in the activities, or makes use of the services, of Go4Hockey in accordance with the Agreement between Go4Hockey and the Customer.
2. 1.2 "Application Form": that part of the internet site "www.go4hockey.nl", that is completed and returned by the Customer to Go4Hockey.
3. 1.3 "Customer": The individual who enters into an Agreement with Go4Hockey.
4. 1.4 "Agreement": an Agreement between Go4Hockey and a Customer which relates to one, or more, service(s) provided by Go4Hockey for the benefit of a Participant, or group of Participants.
5. 1.5 "Sum": The total amount payable, including vat, for the services provided by Go4Hockey in accordance with the Agreement.
6. 1.6 Go4Hockey known under trade name: "Go4Hockey" based in Gouda.

## 2. Application of Conditions

1. 2.1 These general Conditions apply to all services offered, and orders confirmed, by Go4Hockey and to any Agreements connected to, derived or arising from them.
2. 2.2 Go4Hockey refuses to accept as applicable any general, or specific, Conditions or stipulations made by the Customer.
3. 2.3 Changes or additions to the Agreement, or general Conditions, in whatever form, apply only if Go4Hockey has agreed to them in writing.
4. 2.4 In the case of any contradiction between definitions within the general Conditions and the definitions within the Agreement, the latter prevails.
5. 2.5 Should it arise that one of the definitions within the general Conditions is not applicable, unlawful, or in violation of civil order, only that definition will be considered as null and void whilst all and the other general Conditions will remain in full effect.

## 3. Reaching an Agreement

1. 3.1 All offers made by Go4Hockey are free from obligation and limited by the available capacity, unless explicitly agreed otherwise.
2. 3.2 The Agreement is reached after the Customer has returned the registration form to Go4Hockey.
3. 3.3 With regards to subscriptions made over the internet, a 14-day cooling-off period applies. Within this period, persons can cancel their subscription without reason and without having to forfeit a cancellation fee. However, notification must be in writing.

## 4. Payment

1. 4.1 The Customer agrees to pay the Sum, in full, within 14 days of receiving confirmation of the Agreement from Go4Hockey.

2. 4.2 In the case of reservations made on, or after, the 1st of June in each calendar year, payment of the Sum agreed must take place within 7 days of receiving confirmation from Go4Hockey.
3. 4.3 Should payment of the Sum agreed not be made within the appropriate time, the Customer is lawfully in default, without any proof needed of that default.

4.4 Should payment of the Sum agreed not be made within the appropriate time, Go4Hockey retains the right to cancel the Agreement. The Customer shall be liable for the cancellation fee, in accordance with article 9 paragraph 2 of the general Conditions.

## 5. Instructions, Rules of Conduct

1. 5.1 The Participant is obliged to comply with all reasonable instructions given by Go4Hockey for the purpose of successfully implementing the Agreement. Furthermore, the Participant has to respect the rules of conduct to be observed during their stay at the accommodation, as laid down by Go4Hockey, in accordance with the Agreement.
2. 5.2 A Participant who causes, or could cause, inconvenience, or disturbance, to such an extent that successful implementation of the Agreement is made difficult, may be excluded by Go4Hockey. The Participant is liable for all resulting costs and damages.
3. 5.3 I hereby allow that photographs and other footage taken by a Go4Hockey staff member during the hockey camps/schools (with recognizable images of individual participants) to be used only for promotional purposes by Go4Hockey, including the use of these photographs in Magazines, Brochures, Posters, and on our Website.
4. 5.4 I hereby allow Go4Hockey to keep me informed about its activities by post, text message and/or e-mail.

## 6. Liability of Go4Hockey

1. 6.1 All luggage and other personal belongings remain the responsibility of the Participant at all times. Go4Hockey accepts no responsibility for damage to (valuable) items of luggage and/or other personal belongings of the Participant deposited with the staff of Go4Hockey, as a result of theft, loss, or damage, unless deliberately caused or committed by Go4Hockey.
2. 6.2 Go4Hockey accepts no responsibility for damage which results in a claim for compensation by a third party, who is involved with Go4Hockey for the implementation of the Agreement, on the third parties travel and accident or liability insurance.
3. 6.3 Go4Hockey accepts no responsibility for loss or damage caused by transport of the Participant, except in the case of individual transport by Go4Hockey or in cases of damage deliberately caused or committed by Go4Hockey. The Customer/Participant has to contact the carrier involved directly. Go4Hockey will provide the name of the carrier concerned upon request by the Customer or Participant.
4. 6.4 In accordance with all the Conditions stated in paragraphs 6.1 - 6.3 inclusive, the liability of Go4Hockey is limited to the amount which may be claimed through its liability insurance.

## 7. Liability of the Customer

1. 7.1 The Customer is liable for all damage which is caused to Go4Hockey and/or a third party, as a direct or indirect result of actions taken by the Customer/Participant which do not comply with the rules of conduct.
2. 7.2 The Customer will indemnify Go4Hockey against claims by third parties which result from the Participant's misuse of facilities, and/or services, in accordance with the Agreement.

## **8. Circumstances beyond the control of Go4Hockey leading to alterations to, or annulment of, the Agreement by Go4Hockey.**

8.1 If Go4Hockey is not, or is only partially, able to fulfil its obligations in accordance with the Agreement, due to circumstances beyond control, Go4Hockey is authorized to offer an equivalent alternative (to its judgment) or annul the Agreement totally or partially. Go4Hockey may do this without the right to claims from Customers or judicial intervention

8.2 Circumstances beyond control as mentioned in paragraph 1 of this article will include, among others, insufficient subscription to a camp or school. This will be the case if less than 70% of the maximum amount of Participants (as mentioned on the Go4Hockey website) have subscribed.

## **9. Cancellation by Customer**

1. 9.1 Cancellation must be made in writing; the date of the postmark will serve as the date of reference and be used as defined in paragraph 2 of this article.
2. 9.2 In case of cancellation of the Agreement the following amounts will be charged per Participant: -Up to 8 weeks before commencement - 15% of the total Sum; -From the 56th day (inclusive) until the 28th day before commencement - 35% of the total Sum; -From the 28th day (inclusive) until the 5th day before commencement 50% of the total Sum; -From the 5th day (inclusive) until the day of commencement 75% of the total Sum; -On the date of travel, or later, the whole Sum will be charged.
3. 9.3 In case of cancellation, the Participant is empowered to find a replacement. In this case administrative costs of EUR 25.00 will be charged.
4. 9.4 The Customer can redeem the cancellation risk at a premium of 6% of the total Sum per Participant.

## **10. Alterations by the Customer/Participant**

1. 10.1 The Customer/Participant is empowered to make additional changes to the reservation made up to 4 weeks before departure. This only applies to services stated below; - a bus trip; - an airport pick-up; - will be charged for each alteration.
2. 10.2 All other alterations will be considered to fall under the terms of cancellation stipulated in article 9 of the general Conditions.

## **11. Lost property**

Lost property will be kept by Go4Hockey for two weeks after the end of a trip. After this period expires, Go4Hockey is empowered to hand over these items to the Salvation Army.

## **12. Participant Insurance**

It is compulsory for the Customer and/or Participant to take out travel and accident insurance, with sports cover included, for the duration of the trip.

## **13. Cancellation Arrangement**

In the case of a cancellation a cancellation fee can be avoided by opting for cancellation arrangement at 6% of the travel sum + an additional 7,75 euro administration cost. For the cancellation arrangement (refund of the full travel sum) to apply, a valid reason is obligatory as mentioned in the conditions below. Cancellation arrangement can only be booked within 10 days of original booking.

#### Conditions

1. Death, serious illness or injury of participant or family in the 1st or 2nd degree.
2. Necessity of undergoing a medical intervention by the participant.
3. Medical advice prohibits the participant from receiving the required vaccination(s) for travel.
4. The unexpected announcement of a re-write for a final exam which can not be rescheduled

and falls within the travel time.

5. Through no fault of the participant the required visa is unexpectedly denied.
6. Complications in pregnancy of the participant or their cohabiting partner.

#### **14. Applicable law and disputes**

1. 14.1 Only Dutch law is applicable to the Agreement and all Agreements derived from it.
2. 14.2 All disputes that might occur between parties as a result of the Agreement, or the Agreements derived from it, will be dealt with by an authorized judge from the court

of law in Rotterdam.