

Terms & Conditions – Gybeset

These are the terms and conditions of Gybeset or it's trade marks. Gybeset is located at Céramiquelaan 103, 1031KG Amsterdam, registered with the Chamber of Commerce under number: 54249023.

If you have any questions, you can contact us via email info@gybeset.nl, telephone +31654234393, or to visit us at Galgeriet 5, Monnickendam (visiting address, on appointment only).

Gybeset reserves the right to change these terms and conditions. You agree that the most recent version of these terms & conditions apply. Parties may deviate from these Terms and Conditions in writing.

Article 1 – General

1. These terms and conditions apply to every offer, proposal and assignment between Gybeset (or it's trade marks Keelboat Academy and She Sails) and you (**Client**). On request, Gybeset shall send these terms and conditions to you. They are also available on www.gybeset.nl
2. If a part of these terms and conditions is inapplicable or invalid, that does not affect validity of the rest of these terms and conditions. The invalid part shall be replaced by a provision that, as far as possible, is in accordance with the invalid provision.

Article 2 – Establishment of the Assignment

1. The assignment shall be deemed established when a signed agreement is returned to Gybeset or when Gybeset receives a confirmation in writing from the Client.
2. An “**assignment**” shall be understood to be: travel, event and training services commissioned by the Client (f.e. trainers, boats, transfers, hotel reservations, restaurant bookings, social program, meetings, etc). A detailed description of the services shall be included in the agreement or proposal.

Article 3 – Proposals and Offers

1. All offers and proposals from Gybeset are non-binding, unless agreed otherwise in writing. An offer or proposal only applies to the assignment specified therein (and not for possible future assignments).
2. If the Client provides Gybeset with certain information, Gybeset may assume that the provided information is correct and will base the proposal on that information.

Article 4 – Pricing

1. Gybeset can raise the price in the interim in the case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the assignment.
2. An offered price does not include expenses for Gybeset and does not include taxes, tourist taxes, VAT, or levies by the authorities, unless stated differently.
3. Gybeset will quote a price for your specific requirements. Unless Gybeset indicates

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differently, the price does not include such matters as the cost of refreshments, food, admission to events or activities, airport or hotel transfers, parking or waterproof clothing

4. If changes to previously submitted quotations oblige Gybeset to carry out extra work, then Gybeset will be entitled to charge time (which may be confirmed) at an hourly rate.

5. In the cost specification Gybeset could use provisional sums, actual amount will be calculated at the final invoice.

Article 5 – Payment and Collection Charges

1. Client must pay within fourteen days after the invoice date unless stated differently on the service agreement. Parties may deviate on the payment term, if agreed in writing.

2. If the payment by Client is due, he will automatically be in default, without a notice of default being required. In case of default, Client owes Gybeset the statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by Client in full.

3. Any outstanding amounts by the Client are immediately payable in the following cases:

a. Client fails to pay within the payment term;

b. Client is bankrupt or applied for a suspension of payment or any other insolvency procedure;

c. Client (company) is dissolved or liquidated;

d. Client (private individual) is placed under guardianship or deceased.

4. If unforeseen expenses arise during the execution of the arrangement, they will only be incurred following consultation with the client, with the exception of emergencies. These expenses will be paid by the client on the spot or at a later date following receipt of an invoice.

5. Payments can also be done by credit card, a credit card fee will apply. This is not stated on the cost specification

Article 6 – Execution time

1. If the Client owes Gybeset a prepayment or if Gybeset need the Client to provide certain information or materials, the term within which Gybeset shall execute the activities (the execution time), shall not begin until the prepayment, information or material is received by Gybeset.

2. If a term is agreed before the execution, this shall never be a deadline. When the term is due, Client shall send a notice of default to Gybeset.

3. Client cannot terminate the agreement if Gybeset exceeds a term. This does not apply when execution of the assignment is permanently impossible or if Gybeset does not execute the assignment within a new term for execution. Such new term should be given in writing.

Article 7 – Third Parties

Gybeset may involve third parties (partially) to perform the activities. The following articles of the Dutch Civil Act (*Burgerlijk Wetboek*) do not apply:

- 7:404 (execution by a certain person);
- 7:407 sub 2 (joint and several liability);
- 7:409 (death of a certain person).

Article 8 – Execution of the Assignment

1. Gybeset shall execute the assignment at the best of its knowledge and abilities and according to the requirements of professional practice.
2. Gybeset may execute the assignment in different phases and send separate invoices on the different phases.
3. If Gybeset performs the assignment in different phases, Gybeset may suspend any activities on the next phase until Client approved the execution of the last phase in writing.
4. Client shall timely provide Gybeset with all information or material, required for the execution of the assignment.
5. If Client does not provide the material or information in time, Gybeset may suspend the execution of the assignment and charge the additional costs, coming from the delay. Gybeset is not liable for any damages, resulting from incorrect or incomplete information, provided by Client.

Article 9 – Changes of the Assignment

1. If it proves to be necessary to change the assignment during the activities in order to guarantee a decent execution of the assignment, parties shall negotiate the required changes and agree on them in writing.
2. If parties agree on altering the assignment, Gybeset may raise or lower the price. If possible, Gybeset shall provide a quotation to Client in advance. The execution time may change with a change of the assignment. Client agrees on the possibility to change the assignment, the pricing and the execution time.
3. Gybeset may refuse a request, made by Client, to change the assignment if changing the assignment could affect the quality or quantity of the activities.

Article 10 – Suspension, Dissolution.

1. Gybeset may temporarily suspend the execution of the activities if he cannot comply because of *force majeure*.
2. If the execution of the assignment is permanently impossible parties may cancel the assignment for the part that has not been fulfilled.
3. Gybeset may suspend or cancel the assignment if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate Gybeset for damages.

Article 11 – Termination in the Interim

1. If Gybeset cancels the assignment in the interim, Gybeset shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for Gybeset, these costs shall be borne by Client.
2. Gybeset may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:
 - a. Client fails to pay within the payment term;
 - b. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;
 - c. Client (the company) is dissolved or liquidated;
 - d. The occurrence of circumstances in which Client (private individual) can no longer freely dispose of his capital or Client (private individual) is placed under guardianship or deceased

Article 12 – Force Majeure

1. Gybeset is not obliged to comply in the event of *force majeure*.
2. Gybeset may suspend the obligations, coming from the assignment, for as long as the force majeure continues.
3. If Gybeset complied with a part of its obligations, and that part has an independent value, Gybeset may charge that part to the Client.
4. Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to Gybeset. These include (among others): strikes in companies other than Gybeset traffic hindrances, (general) transport problems and technical difficulties of any nature.
5. In cases of force majeure, Gybeset is entitled to defer execution of the assignment. Should the period of force majeure last longer than 60 days, both parties are entitled to rescind the agreement without liability for damages.

Article 14 – Complaints

1. The Client shall notify Gybeset in writing of any complaints within seven days after detection (or – on invisible shortcomings – after he could have detected it).
2. A timely notified complaint does not suspend or cancel any payment obligation from the Client.
3. If the Client does not notify Gybeset timely, Client is not entitled to any recovery, replacement or compensation.
4. If it is established that the complaint is justified and the notification by Client thereon was timely delivered, Gybeset shall recover, replace or compensate its work within a reasonable term after having received the notification from the Client.
5. If it is established that a complaint is not justified, Client shall compensate Gybeset for made expenses (like research costs).
6. The refund can only be the management fee of Gybeset and Gybeset shall intermediate between the supplier and the client at no additional cost.

Article 15 – Liability

1. Gybeset is only liable for direct damages suffered by Client as a direct consequence of a shortcoming by Gybeset.
2. Gybeset is not liable for any damages resulting from Gybeset relying on incorrect or incomplete information provided by the Client.
3. The liability of Gybeset shall never exceed the amount paid by its insurer.
4. If Gybeset's professional liability insurer does not cover the damages, Gybeset's liability will never exceed the amount paid by the Client with a maximum of €10,000.
5. The limitations set out in this article do not apply if the damages are the result of a deliberate act or gross negligence by Gybeset.
6. Gybeset is not liable for any defaults and delays caused by the service supplier for any reason whatsoever and any damage arising there from. This will include but not be restricted to delays by technical breakdowns of the vehicle or vessel, weather conditions, traffic congestions, strikes and or blockades, the failure to catch connecting transportation, overbooking, amendments to or the cancellation of travel arrangements of the service supplier.
7. Gybeset acts only in the capacity of intermediary between the Client and the service supplier and Gybeset will do all possible to safeguard the interests of the Client and the participants which is reasonable under the given circumstances.
8. Gybeset shall not be held liable for damage to and/or loss of property of participants of the activities, or for injury to or death of the participants, regardless of cause or nature excepting gross negligence on the part of Gybeset.
9. Should the Client and or the participants not follow Gybeset's instructions or those instructions given by third parties commissioned by Gybeset to carry out the activities, such that the assignment cannot be carried out as planned, then Gybeset shall not be held responsible for the resultant damage, regardless of nature.
10. The exclusions and restrictions described above will also be applicable to the staff of Gybeset.

Article 16 – Limitation Period

The limitation period on all claims and defenses against Gybeset is one year.

Article 17 – Indemnification

1. Client indemnifies Gybeset from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to Gybeset.
2. If third parties address Gybeset to be liable for damages resulting from the execution of the assignment, Client shall support Gybeset both judicial and extrajudicial and Client shall do what may be expected from him.
3. If Client does not provide the support described in paragraph 2, Gybeset may take the actions it deems required. All expenses and damages made by Gybeset in this respect shall be borne by Client.

Article 18 – Intellectual Property

1. All the plans, documents, pictures, drawings, programming, creations and related information, made by Gybeset, remain property of Gybeset. This also applies if related expenses are charged or when these are improved, later on.
2. Client can only copy the aforementioned properties if it is for internal use within Client's company and cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by Gybeset.
3. Client and Gybeset shall agree on more detailed arrangements, in separate agreements, on certain licenses, given to Client by Gybeset. If parties do not agree on further terms concerning the licenses, Gybeset grant Client a non-transferrable license to use the works, made by Gybeset (like: software, designs, illustrations or any other creation), for an indefinite period of time.

Article 19 – Non-Disclosure

1. Gybeset shall not disclose any of Client's information to third parties, unless Gybeset is required by a statutory or professional obligation to disclose the information.
2. Gybeset shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves Gybeset and the information can be of importance.
3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advices or other expressions from Gybeset, whether they are in writing or not.

Article 20 – Conflicting Provisions

If any of the provisions from these terms and conditions are in conflict with a provision from an agreement, the agreement prevails.

Article 21 – Applicable Law

Dutch law.

Article 22 – Competent Court

The Court of Amsterdam.

Article 22 - Photo and video Material

Gybeset reserves the rights to take photographs and videos during the assignment for internal use, social media and her website. In case Gybeset would like to use the footage for other purposes as stated, Gybeset will always ask for written confirmation from the Client.