



GENERAL TERMS & CONDITIONS

1. Definitions

E-for-Excellence	: The training and tour-design organisation.
Experience	: All aspects of language travel.
Customer	: The person who does the booking
Group	: The total number of people in the booking.
Education service	: Training, course or travel tour in the form of personal education.

2. Applicability

- a. These Terms and Conditions are applicable to all agreements and offers between E-for-Excellence and the customer regarding all forms of education.
- b. These Terms and Conditions are also available on both the E-for-Excellence website.
- c. Should E-for-Excellence allow leniency on the compliance of these Terms and Conditions, it would not automatically mean that its terms are no longer applicable, nor would E-for-Excellence lose the right to demand correct compliance.

3. Offer

- a. E-for-Excellence makes offers via its website, PowerPoint or via written emails.
- b. The offer carefully describes the education service and/or teaching material which is part of the education service.
- c. Every offer will contain as much information as possible. The following aspects will always be included;
 - the starting date
 - the way the education service will be executed
 - the price with possible additional costs and taxes
 - entry requirements in order to take part in the education service
 - how to pay



- the length of the agreement
- d. E-for-Excellence cannot be held accountable for an offer when it is reasonably understood by the customer that the offer contains a mistake.
- e. E-for-Excellence is entitled to withdraw an offer, quotation or promotion – apart from the above – while the customer has not yet accepted this offer or promotion in writing.
- f. A combined offer does not obligate E-for-Excellence to comply with only part of the offer with its corresponding price.
- g. An offer or given prices of quotations do not automatically hold good for future situations.
- h. In order to provide quotations, E-for-Excellence needs the customer's personal details to be able to communicate and make invoices regarding the education service, as required by Dutch Law.

4. Agreement

- a. The agreement takes effect by having paid for the education service, either via the website or bank transfer. E-for-Excellence has always the right to revoke the agreement should the customer or members of the group not comply with the entry requirements. In such a case, both parties will meet in order to come to a solution.

5. Cancellation

- a. Once an agreement on the education service has been confirmed by means of payment, the customer can only cancel under certain conditions. The following rules apply:
 - the cancellation needs to be received by E-for-Excellence in writing. The date of receipt determines the cancellation date.
 - when cancelling 30 days before the start of the education service, the customer owes 10% of the total education service amount, with a minimum of 100 euros.
 - when cancelling within 30 days but longer than 14 days before the start of the education service, the customer owes 25% of the total education service amount, with a minimum of 100 euros.



- when cancelling within 14 days before the start of the education service, the customer owes 100% of the total education service amount.

- b. When the agreement consists of an education service which covers a longer time period, and the customer wishes to cancel the services before the end of the agreement, the customer is at liberty to do so. It will, however, not release them from their payment obligation, with the exception of not yet ordered or supplied (teaching) material
- c. When the education service comprises a language trip, then the following rules apply:
 - when cancelling within two months before the start of the language trip education service, 100% of the total agreed amount is due.
 - when cancelling between two and three months before the start of the language trip education service, 50% of the total agreed amount is due.
 - when cancelling longer than 3 months before the start of the language trip educational service, 25% of the total agreed amount is due.

Should a direct agreement be made with a travel agent for the travel arrangements, then the terms and conditions apply from this travel agent regarding the travel fare. The above, mentioned in this paragraph, then solely holds good for the educational part.

6. Price changes

- a. Possible price changes will always be made in the month of August, and be visible on the website or personal PowerPoint presentation. E-for-Excellence is entitled to increase the prices with at least the minimum consumer-price-index-figure percentage as calculated by the Central Bureau of Statistics in the Netherlands (CBS).
- b. Should the consumer have already made an agreement about an educational service before the indexing, then the agreed price stands.
- c. Apart from the above, E-for-Excellence has no influence on price increases by third parties, such as travel agents and tour operators. These price changes are part of their terms and conditions.

7. Conformity



- a. E-for-Excellence strives to carefully execute every educational service to the best of her professional ability. When the educational service is a language trip, E-for-Excellence strives to use a wide variety of resources and teaching skills to best achieve the learning objectives. E-for-Excellence will always pursue and make sure she delivers quality.
- b. In this regard, E-for-Excellence cannot guarantee any form of intended result. The customer is responsible for his or her own progress.

8. Intellectual Property

- a. E-for-Excellence reserves all rights to products of the mind (creation) which she will use or will have used in order to execute the educational service properly.
- b. In this respect, it is therefore forbidden to copy, to multiply, to publish or to exploit – possibly with the help of third parties – products created by E-for-Excellence relating to learning methods, models, tools (such as books, syllabi and other material – either digitally or in hard copy) or any other brainchild products.
- c. It is not allowed to hand over these products and tools to third parties.
- d. E-for-Excellence is always entitled to use newly acquired knowledge from teaching activities for other purposes, lest it should entail private or confidential information.

9. Payment

- a. Payment is done via digital banking, by bank transfer. The term of payment is always 14 days for normal teaching activities.
- b. Apart from the above, full payment of an educational service should be made one week before the start of this educational service at the latest.
- c. Apart from the above, full payment for a training including a language trip should be made one month before the start of this training at the latest.
- d. When a customer has not paid fully for the educational service through either digital banking or a bank transfer, this person has no access to the educational service or any other service E-for-Excellent offers, relating to the agreement.



- e. Deviating from the above, should E-for-Excellence possibly require down payments then these should be paid instantly.
- f. Objections to the amount of the invoice never give the customer the right to delay payment.
- g. Should the customer not have paid within the set term(s) as stated in this article, or as stated in another mutually accepted written agreement, then E-for-Excellence is entitled to charge interest from the expiry date onwards without a formal notification.
- h. All costs, judicial or extrajudicial, that are made as a result of the collection of claims are to be paid by the customer. The extrajudicial costs are determined according to the Law collection costs (Wet Incassokosten). These are at least 15% of the due amount with a minimum of 40 euros, as per reference to the Law Collection Costs (Wet Incassokosten)

10. Non Compliance

- a. When the customer does not comply with the obligations forthcoming the agreement, it entitles E-for-Excellence to postpone the agreement for educational services which do not include travel, or hold the customer in contempt and set a payment term, when possible. Should the customer be in default, then E-for-Excellence is entitled to terminate the agreement.
- b. E-for-Excellence has the right of retention regarding the customer's obligations should the customer be in default, unless the retention is disproportional to the default.

11. Force Majeure

- a. E-for-Excellence is not bound by any obligation should she be hindered by external circumstances which are not the result of personal fault.
- b. By Force Majeure in terms and conditions is meant – including the legal and case law definitions: all external causes, predictable and unpredictable on which E-for-Excellence has no influence and due to which E-for-Excellence can no longer meet her obligation
- c. E-for-Excellence is also entitled to invoke Force Majeure, should the circumstances prevent (further) proper execution of her obligations.



- d. Both parties can postpone the obligations for the period of time that the Force Majeure is prevalent. When this period takes longer than two months, either party is entitled to terminate the agreement, without obligations to compensate for damage to the other party.
- e. When E-for-Excellence has already partially fulfilled her obligations or is able to further fulfill her obligations at the time of the Force Majeure, and this part has independent value, E-for-Excellence is entitled to invoice for the partially fulfilled part or the still to be fulfilled part. The customer is obliged to settle the invoice as if it were a separate agreement.

12. Liability

- a. Should E-for-Excellence fall short in her educational services, which is clearly provable and which makes the customer suffer damages that are verifiable, then she is subject to liability.
- b. The total liability of E-for-Excellence regarding attributable shortcomings in the compliance of the agreement is restricted to that which a possible liability insurance pays out. Should a damage claim not be covered by the liability insurance or when E-for-Excellence does not have a liability insurance, though it is crystal clear that E-for-Excellence is liable, then the liability is restricted to the reimbursement of only the direct damage with a maximum of the agreed price in the existing agreement. (excl. VAT)
- c. E-for-Excellence is not liable for damages when this is related to activities, wrong or incomplete information of the customer or a third party such as the travel agent.
- d. E-for-Excellence is not liable for (the consequences of) any print or writing mistakes.
- e. Liability for E-for-Excellence regarding attributable shortcomings in the execution of the agreement, only arises when the customer holds E-for-Excellence in contempt in writing, which includes a reasonable time period to comply and after which time E-for-Excellence has not been able to meet the required obligations. The notice of default needs to contain a detailed description of the shortcoming, so as to give E-for-Excellence the ability to respond adequately.
- f. E-for-Excellence is not liable for damage or loss of documents during transport or shipment per post, regardless whether this transport is executed by the customer, E-for-Excellence or a third party.



- g. The restrictions regarding liability as mentioned in this article are no longer valid should the suffered damage be the result of E-for-Excellence's deliberate intent or conscious recklessness.
- h. The customer is always required to take care of insurance should they take part in a language trip: travel insurance, accident insurance and cancellation insurance.

13. Confidentiality

- a. Personal information received by the customer will be dealt with confidentially by E-for-Excellence and /or her staff. E-for-Excellence will conform to the prevailing Privacy laws in the Netherlands.

14. Complaints

- a. Complaints about the execution of the education service must be made within four weeks and contain a clear description.

15. Arbitration Board

- a. The agreements are subject to Dutch law, unless the law of another country is applicable on the basis of imperative law.
- b. Disputes between the customer and E-for-Excellence about the execution of the agreed educational service, can be lodged by the Arbitration Board "Particuliere onderwijsinstellingen, Borderwijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl) by both parties.
- c. The arbitration board will only then process the dispute when the customer has filed a complaint to E-for-Excellence as mentioned under point 14, and which has not led to a satisfactory solution.
- d. A dispute is to be submitted at the arbitration board within twelve months after having filled the complaint as described under point 14.
- e. The person who files the dispute will pay for the arbitration costs.



- f. When the customer presents a dispute to the arbitration board, E-For-Excellence is bound by this choice.
- g. When E-for-Excellence wishes to file a dispute with the arbitration board, she first has to seek agreement from the customer within five weeks. E-for-Excellence is required to mention that after the given time period, she is entitled to present the dispute to a normal judge.
- h. The arbitration board rules based on the applicable terms of their specific regulations. The decision of the Arbitration board is binding.
- i. When it's not possible to lodge a case at the Arbitration board as mentioned in 'b' due to jurisdictional or other reasons, the case will be lodged at the Dutch court in the region Zeeland-West Brabant.

16. Changes and Additions

- a. Should E-for-Excellence offer a new educational service which is not covered by the Terms and Conditions, then the latter will be changed or supplemented.
- b. Apart from the above, E-for-Excellence is entitled to change the Terms and Conditions at all times. The modified Terms and Conditions will take effect the moment they have been communicated with the customer.
- c. Additional conditions may apply regarding a particular service or tour.



EXCLUSIVE SCOTLAND TOUR

Addendum A

Additional Terms & Conditions

In addition to and in deviation from what is stipulated in the General Terms & Conditions of E-for-Excellence, the following applies:

1. Each participant in the Exclusive Whisky Taster Tour should be 18 years or older.
2. Each participant has a valid passport, appropriate visa and other necessary documents for entering the countries and areas that are part of the tour. E-for-Excellence is not responsible for any delays or costs or other consequences if these documents are not in order, nor for any delays, costs or other consequences that (might) arise from travelling to the countries mentioned.
3. Complaints about the guest accommodation(s) or transportations during the tour must be submitted directly to the external travel organization or the relevant transport organization. E-for-Excellence is responsible for the courses and tastings, but has no direct role in matters such as guest accommodation and transport. However, E-for-Excellence is willing to mediate in any discussion.
4. Improper behaviour or damage as a result of excessive alcohol use or otherwise, can never be made liable to E-for-Excellence. Should the behaviour of a participant negatively influence the other participants, then E-for-Excellence has the right to exclude this participant for the remainder of the tour, without E-for-Excellence being obliged to provide any refund, compensation or assistance with repatriation. The participant causing damage is liable for all damage he/she has caused.
5. E-for-Excellence and/or the operators of the accommodations can determine that alcohol will no longer be served to certain participants.
6. E-for-Excellence has the right – also during the trip - to remove certain planned activities from the tour and/or add activities. E-for-Excellence also has the right to shorten the tour / visits to tasting locations. In that case, E-for-Excellence is not obliged to refund or pay compensation. For participation in some (inserted) activities, an additional contribution may be applicable.



7. Each participant should have the correct insurances: travel + health insurance, cancellation insurance and liability insurance. The customer has made sure that these insurances cover the activities that he or she would want to do.
8. Smoking is not allowed in any form of transport and accommodation during the tour.
9. Drugs are never allowed. The possession and/or use of drugs. Possession of drugs will immediately lead to the termination of the tour regarding the offending participant, without E-for-Excellence being obliged to provide any refund, compensation or assistance with repatriation.
10. Participation in the tour and all associated activities is at the participants own risk. E-for-Excellence cannot accept any liability in the event of illness, (permanent) injury, invalidity or death of a participant. E-for-Excellence may determine that a waiver is signed for certain activities before participation by participant in the relevant activity. Any allergies must always be made known by the participant to the accommodation and to E-for-Excellence.
11. Each participant is obliged to comply with reasonable orders and follow the instructions from E-for-Excellence, the transporter and/or the various accommodations.
12. The tour's timetable is tight at times. All consequences and costs as a result of delays caused by not being present at the communicated time and place are for the account of the participant(s) who caused them.
13. Regarding the exclusivity of the bookings, a down payment of 50% of the total price for an Exclusive Whisky Taster Tour is required upon booking. The remainder of the amount is due 2 months before departure. Should the booking fall within two months of the departure date, then the full amount is due.
14. Contrary to what is stipulated in the general terms and conditions on cancelling, the following applies regarding the Exclusive Whisky Taster Tour:
 - when cancelling within two months before the start of the tour, 100% of the total amount is due.
 - when cancelling between two and three months before the start of the tour, 75% of the total amount is due.
 - when cancelling longer than three months before the start of the tour, 50% of the total amount is due.

Dutch Law is applicable.