

General Terms & Conditions The Dramcatcher

Introduction

The General Terms & Conditions of The Dramcatcher mentioned below apply when you hire any of the services of The Dramcatcher and contain important information for you as a customer of The Dramcatcher. Please read them carefully. We recommend to save or print this document too, so you can read it back at a later time.

Definitions

- The Dramcatcher: born as Marco Smits based at Oosterhout(nb) and registered with the Dutch tax authorities (Belastingdienst) under VAT number NL 001671740B83 and operating under the name: The Dramcatcher. The Chamber of Commerce number is 83380590.
- Website: The Dramcatcher's website www.dramcatcher.nl and all related subdomains. Furthermore, The Dramcatcher can be followed via social media (Facebook, LinkedIn and Instagram) under the name The Dramcatcher.
- Client / Customer: the natural person and/or company being offered an agreement with The Dramcatcher and/or when made contact via the website, email, phone or social media.
- Agreement: any option to an agreement, quotation, invoice or final agreement between The Dramcatcher and Client / customer where the General Terms & Conditions fully apply to the agreement. Confirmation to an agreement is done in writing taken the General Terms & Conditions into account, and considered as final agreement when signed by both parties.
- General Terms & Conditions: all the below mentioned General Terms & Conditions.
- Privacy statement: The Dramcatcher processes personal information of the Client / Customer as per the published version of the privacy statement via the website of The Dramcatcher.

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Article 1 Relevance of the General Terms & Conditions

- The General Terms & Conditions apply to all tastings and / or festival participation or (co-) organization thereof, tenders, invoices, agreements and services from The Dramcatcher, unless explicitly agreed otherwise in advance with The Dramcatcher in writing
- If the Client / customer includes provisions or conditions in its order, confirmation or communication that contain acceptance that deviate from, or do not appear in, the General Terms & Conditions, these are only binding on The Dramcatcher if and insofar as they are explicitly written by The Dramcatcher in writing. have been accepted.
- The applicability of any purchase or other terms and conditions of the Client / customer is expressly rejected.
- If one or more provisions in these General Terms & Conditions are at any time wholly or partially invalid or should be declared void, then the remaining provisions in these General Terms & Conditions remain fully applicable.
- The Dramcatcher and the Client / customer will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provisions.
- If there is uncertainty about the interpretation of one or more provisions of these General Terms & Conditions, then the explanation must take place "in line" of these provisions.
- If a situation occurs between parties that is not regulated in these General Terms & Conditions, then this situation must be assessed "in line" of these General Terms & Conditions

Article 2 Prices, services, retention of title

- All quotes, agreements and invoices stated by The Dramcatcher include VAT and other levies imposed by the government.
- If travel and / or accommodation costs are charged, this will be stated clearly and in time for the conclusion of the agreement. In addition, these costs will be shown separately in the quotation and invoicing process.
- The content of the website has been compiled with the greatest care. However, The Dramcatcher cannot guarantee that all information and images on the website are accurate and complete at all times. All prices and other information on the website and in other communications originating from The Dramcatcher are therefore subject to obvious programming and typing errors.
- Materials taken and / or made available by The Dramcatcher during the service, including and not limited to trial bottles of whiskey, glassware, multimedia equipment, stand or promotional material, are and remain the property of The Dramcatcher, unless otherwise expressly agreed in writing.
- Damage, Breakage or Theft of one of these properties will be charged to the Client / customer at cost price and will be added as an expense item on an additional invoice.
- Your prepayment will be made in advance to the tasting and / or festival based on the quotation and the number of agreed participants and chosen theme of the tasting and / or the number of hours that The Dramcatcher is hired for the services, including preparation.
- If the payment has not been made in advance, a solution will be sought with the Client / customer, but The Dramcatcher reserves the option of not having to provide services without payment in advance. Prepayment is necessary because of the costs / orders made for the tastings and / or other services of The Dramcatcher.
- The tasting / tasting of the The Dramcatcher is only suitable for people over 18 years old. The Dramcatcher is entitled to check this if The Dramcatcher deems this necessary
- The Dramcatcher provides educational tastings on location, these tastings are only for invitees / participants, who are seen as individual clients who come together in a confined space, under the supervision and presence of a manager, owner, liquor or operator in possession of the SVH certificate.
- The Dramcatcher reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations. The Dramcatcher has the right to use the information and knowledge (gained during the execution of a tasting / tasting / festival) for other purposes, provided that no strictly confidential information from the Client / customer is disclosed to third parties.

Article 3 Realization Agreement

- Tastings and festivals consist of pouring out alcoholic beverages, with which the Client / customer, when entering into the agreement, meets the legal requirements set with regard to the minimum age for consuming these products. With this, The Dramcatcher wants to comply with the legal requirements to specify the minimum age limit for donating alcohol (no alcohol under 18). It is also required by law that at least 1 person is present who is in possession of an SVH certificate (Social Hygiene). The Dramcatcher is also certified for Social Hygiene.
- If persons under the age of 18 are present during the tasting and / or festivals, this is not legally permitted, even if this is supervised or assisted by a parent or guardian. The Dramcatcher will not provide any service in this case and no rights and / or obligations can be attached to this.
- The agreement is concluded at the time of acceptance and signing by the Client / customer of the offer to provide services by The Dramcatcher and compliance with the General Terms & Conditions set by The Dramcatcher, as well as the payment conditions stated under Prices, services, retention of title
- If the Client / customer has accepted the offer and / or agreement via email, The Dramcatcher will confirm receipt of the acceptance and will only send a final confirmation once the prepayment has been credited to The Dramcatcher's account number. As long as the receipt of this acceptance has not been confirmed by The Dramcatcher, the Client / customer has the option to terminate the agreement.
- If it turns out that incorrect information was provided by the Client / customer when accepting or otherwise entering into the agreement, The Dramcatcher has the right to fulfill its obligation only after the correct information has been received.
- The Dramcatcher can inform itself within legal frameworks whether the Client / customer can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the agreement.
- If, based on this investigation, The Dramcatcher has good reasons not to enter into the agreement, he is entitled to refuse an assignment or request or to attach special conditions to the execution thereof

Article 4 Execution Agreement

- As soon as the prepayment for the order has been received by The Dramcatcher in accordance with the quotation, The Dramcatcher will confirm the order acceptance to the Client / customer as soon as possible
- The Dramcatcher is entitled to engage third parties to perform the obligations arising from the Agreement. If work is performed by The Dramcatcher or third parties engaged by The Dramcatcher in the context of the assignment at the location of the Client / customer or at a location designated by the Client / customer, the Client / customer shall provide free of charge for those employees in reasonably desired facilities.
- If The Dramcatcher cannot deliver the services on the agreed date due to unforeseen circumstances, illness or calamities, it will inform the Client / customer of this on the first opportunity. In that case, the client / customer can agree to a new date or will be given the option to terminate the agreement free of charge, after which the advance payment will be reimbursed by The Dramcatcher. This refund is the proportional amount of the prepaid sum, not increased by penalty, loss, damage and / or interest amounts.
- As soon as the alcoholic products and properties of The Dramcatcher to be dispensed have been delivered to the specified location address, the risk, where these products and properties of The Dramcatcher are concerned, is transferred to the Client / customer. If explicitly agreed otherwise, the risk is transferred to the Client / customer earlier.
- The Dramcatcher is entitled to deliver a similar product of similar quality as the ordered product within the agreed theme of the tasting, if the ordered product is no longer available, as long as it meets the agreed theme.
- Client / customer ensures that all data, of which The Dramcatcher indicates that they are necessary for the execution of the agreement, is submitted in a timely manner to The Dramcatcher are provided. If the information required for the execution of the agreement is not provided on time, The Dramcatcher has the right to suspend the execution of the agreement and / or to charge the extra costs according to the usual rates. The implementation does not start until after the Client / customer has made the data available to The Dramcatcher. The Dramcatcher is not liable for damage, of any nature whatsoever, because The Dramcatcher relied on incorrect and / or incomplete data provided by the Client / customer.
- If during the execution of the agreement it appears that for a proper execution thereof it is necessary to change or supplement it, then parties will proceed to adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the Client / customer and / or of the competent authorities, is changed and the agreement is thereby amended in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Dramcatcher will provide a quotation for this as much as possible in advance. In addition, the originally specified date of execution may be changed by amending the agreement. The Client / customer accepts the possibility of changing the agreement, including the change in price and date of execution.
- Without being in default, The Dramcatcher can refuse a request to change the agreement if this could have a qualitative and / or quantitative consequence, for example for the work to be performed or the goods to be delivered in that context.
- If the Client / customer should fail to properly comply with what it is obliged to The Dramcatcher, then the Client / customer is liable for all damage caused by The Dramcatcher directly or indirectly as a result.

Article 5 Right of withdrawal and cancellation

- Client / customer has the right to enter into the distance agreement with The Dramcatcher within 14 calendar days after receipt of the agreement / confirmation sent by email, without giving any reason, to dissolve free of charge, unless the tasting / tasting or festival starts within those 14 days. If the period for the service to be delivered is shorter than these 14 calendar days, the right of cancellation expires
- The direct costs for late cancellation / cancellation of the tasting to be provided will be borne by the Client / customer. Upon signing the agreement, the Client / customer also agrees to payment of these costs to The Dramcatcher.
- In principle, an alternative date for the tasting will be considered to prevent these costs.
- However, if The Dramcatcher is already on route or on site at the location, travel and / or accommodation costs already incurred by the Client / customer will be reimbursed to The Dramcatcher. A revised invoice will be adjusted and sent accordingly.
- If the Client / customer and The Dramcatcher do not come up with an alternative date (within a reasonable period of 6 months), the amounts already paid in advance by the Client / customer will be deducted from the direct and already incurred costs, will be reimbursed to Client / customer as soon as possible, but no later than 14 days after termination of the agreement, in the same way that Client / customer has paid the assignment to The Dramcatcher, not increased by any fine, loss, damage or interest.

Article 6 Payment terms

- Payments are made solely on the basis of prepayment. In connection with the size of The Dramcatcher's business, it cannot afford to incur costs or to finance orders for the tastings without timely payment in advance by the Client / customer.
- Client / customer submits payments in accordance with the quotation and / or agreement. The Dramcatcher must be paid in advance in accordance with the payment procedure specified in these General Terms & Conditions.
- Payment must be credited to the account number of The Dramcatcher no later than 14 calendar days in advance to the tasting and / or services at the festival, Attn Marco Smits, quoting the quotation and customer number. The ASN bank account number of The Dramcatcher is NL83ASNB0777407817. The VAT number concerns NL 001671740B83, trading under the name The Dramcatcher. The Chamber of Commerce number is 83380590.
- If the Client / customer does not meet his payment obligation (s) in advance, this is, after he has been informed by The Dramcatcher of the late payment and The Dramcatcher has granted the Client / customer a maximum period of 5 working days prior to the tasting and / or services at the festival to still meet its payment obligations, after failure to pay within this period, not entitled to any obligation and / or service to expect or be able to expect from The Dramcatcher.
- If the Client / customer fails to pay the invoice on time, the Client is legally in default. The Client then owes an interest of 1% per month, unless the legal interest is higher, in which case the legal interest is due. The interest on the claimable amount will be calculated from the moment that the Client / customer is in default until the moment of payment of the full amount due.
- If the Client / customer is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the Client / customer.
- In the event of liquidation, (application for) a suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Client / customer, of debt rescheduling or any other circumstance whereby the Client / customer can no longer freely dispose of his assets, The Dramcatcher is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on his part to pay any compensation or compensation. The claims of The Dramcatcher on the Client / customer are immediately due and payable in that case.
- An exception to the prepayment of invoices are assignments for which no financing is required in advance by The Dramcatcher, such as promotional activities in liquor stores, at festivals or fairs. Expenses that are made here and for the services that are calculated as a result of mutual agreements made in advance are drawn up by means of an invoice, with a payment term within 14 days after performance of services / assignment.

Article 7 Warranty and Complaints

- The Dramcatcher guarantees that the products to be served comply with the theme stated in the offer and / or the agreement, with the reasonable requirements of reliability and / or usability and with the legal provisions existing on the date of the conclusion of the agreement provisions and / or government regulations.
- If the service provided does not comply with the agreement, the Client / customer must inform The Dramcatcher within a reasonable period after he has discovered the defect, preferably before or immediately after the tasting and / or festival to common solution.
- If the Client / customer has a complaint about aspects of the services provided by The Dramcatcher, he can submit a complaint to The Dramcatcher by telephone, e-mail or by post. See the contact details at the bottom of these General Terms & Conditions. The Dramcatcher gives the Client / customer a response to his complaint as soon as possible, but in any case within 10 working days of receiving the complaint.
- If it is not yet possible to provide a substantive or definitive response, The Dramcatcher will confirm within 10 working days of receiving the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the complaint from Client / customer.
- If The Dramcatcher considers the complaint to be justified, the relevant products to be dispensed will be repaired, replaced or reimbursed after consultation with the Client / customer. The maximum reimbursement is equal to the price paid by the Client / customer for the service and / or products to be dispensed.
- If it is established that a complaint is unfounded, then the costs incurred as a result, including the investigation costs, have fallen on the part of The Dramcatcher as a whole, at the expense of the Client / customer
- The Dramcatcher is not obliged to fulfill any obligation towards the Client / customer if he is prevented from doing so due to force majeure, such as a circumstance that is not due to guilt, and is not for the account of the law, legal act or generally accepted beliefs.
- Force majeure in these General Terms & Conditions is understood to mean, in addition to what is understood in this regard by law and case law, all of external causes, foreseen or unforeseen, over which The Dramcatcher cannot exercise any influence, but as a result of which The Dramcatcher is unable to fulfill its obligations. Strikes from third parties included.

The Dramcatcher also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after The Dramcatcher should have fulfilled its obligation

Article 8 Liability and Disclaimer

- If The Dramcatcher should be liable, then this liability is limited to the provisions of this provision.
- The Dramcatcher is not liable for damage of whatever nature caused by The Dramcatcher relying on incorrect and / or incomplete data provided by or on behalf of the Client / customer.
- If The Dramcatcher should be liable for any damage, then The Dramcatcher's liability is limited to a maximum of twice the invoice value of the quotation / agreement, or at least to that part to which the liability relates.
- The liability of The Dramcatcher is in any case always limited to the amount paid out by his insurer, if applicable. The Dramcatcher is only liable for direct damage. The limitations of liability included in this Article do not apply if the damage is due to intent or gross negligence on the part of The Dramcatcher.
- The Dramcatcher does not take any responsibility for driving under the influence of persons after a visit to the tasting or tasting. During the start of the tasting or tasting, it is clearly stated that after the tasting / tasting of the The Dramcatcher, driving a vehicle is no longer permitted under Dutch legislation.
- The Client / customer indemnifies The Dramcatcher against any claims from third parties that suffer damage in connection with the implementation of the agreement and whose cause is attributable to others than The Dramcatcher. If The Dramcatcher should be addressed by third parties on that basis, the Client is obliged assisting The Dramcatcher both outside and in court and without delay doing everything that may be expected of him in that case.
- If the Client / customer fails to take adequate measures, The Dramcatcher is entitled to do so itself without notice of default. All costs and damage on the part of The Dramcatcher and third parties that arise as a result, are entirely for the account and risk of the Client / customer.
- Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate for the poor performance of The Dramcatcher. To have the agreement answered, insofar as these can be attributed to The Dramcatcher and reasonable costs incurred to prevent or limit damage, insofar as the Client / customer demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions & Conditions.
- The Dramcatcher is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

Article 9 Final provisions

Dutch law applies to the agreement.

Insofar as mandatory law does not provide otherwise, all disputes that may arise under the Agreement will be submitted to the competent Dutch court in the district where The Dramcatcher is located.

If a provision in these General Terms & Conditions appears to be void, this does not affect the validity of the entire General Terms & Conditions. The parties will in that case replace (a) new provision (s), which will give shape to the intention of the original provision as much as possible in law.

In these General Terms & Conditions, "written" also means communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contactdetails

If, after reading these General Terms & Conditions, you have questions, complaints or comments, please do not hesitate to contact us in writing or by e-mail

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