

GENERAL TERMS AND CONDITIONS

Article 1. Applicability

1. These General Terms and Conditions apply to all offers made by VIKING bookings, all work and services executed by VIKING bookings and all agreements with VIKING bookings.
2. Derogation from these General Terms and Conditions is only possible if this has been agreed in writing between VIKING bookings and the Client.
3. The applicability of the General Terms and Conditions applied by the Client is hereby expressly rejected.

Article 2. Definitions / scope

1. In these General Terms and Conditions the following terms have the following meaning:
 - a. **VIKING bookings**: the private company with limited liability: “VIKING bookings”, established in (2586 BN) The Hague at the Gevers Deynootweg 76;
 - b. **Client**: the natural person or legal entity who concludes an Agreement with VIKING bookings;
 - c. **User**: the third party who makes use of the software through the website of the Client or through VIKING bookings;
 - d. **Website**: the website of the Client in which the software will be installed;
 - e. **Agreement**: the Agreement between VIKING bookings and the Client concerning the provision of the Service;
 - f. **Service**: the provision of a user license for the software for event planning, belonging under intellectual property law to VIKING bookings, as well as the provision of the supporting provision of service associated thereto.
 - g. **Software**: online application for event and meeting locations, for the purpose of the management and planning of events, as well as the planning module for planning events by third parties.
2. The null and void and/or voidability of one or more provisions, as included in these General Terms and Conditions, will not affect the legal validity of the other provisions of these General Terms and Conditions of supply that are not null and void or voidable. Parties will at that time enter into consultation in order to agree to new provisions to replace the null and void or voided provision, whereby if and insofar as possible, the purpose and meaning of the original provision will be taken into account.
3. These General Terms and Conditions are made available on the Website, where these General Terms and Conditions are stored, for downloading and printing. The most recently filed version will always apply.
4. VIKING bookings retains the right to unilaterally amend these General Terms and Conditions. If the Client does not agree to the amendment the Client has the right to terminate the Agreement in writing with effect from the date on which the amendment comes into effect.

Article 3. Coming into effect of the Agreement

1. Any offer made by VIKING bookings is always without obligation. Any offer can be withdrawn by VIKING bookings within 5 calendar days after acceptance by the Client.
2. The Agreement will come into effect upon receipt by VIKING bookings of the offer signed by the Client, except for in the situation that VIKING bookings has actually performed the Agreement and this is apparent, or ought to be apparent to the Client.
3. Technical data, implementation and functionalities stated on the VIKING bookings website, as well as in offers and/or tenders, are not binding for VIKING bookings, in the sense that minor derogations do not give the right to the Client to terminate or annul the Agreement, or as the case may be to suspend its (payment) obligations.

Article 4. Price and payment

1. All prices applied are in Euro and excluding Turnover Tax, transport costs and other costs, such as import duties, levies and suchlike (unless stated otherwise).

2. VIKING bookings is not obliged to continue with an Agreement at a price stated, which is clearly based on a printing or typing error.
3. If payment is agreed in a foreign currency, VIKING bookings will be entitled to change the prices if, after the concluding of the Agreement, the exchange rate changes to its disadvantage.
4. VIKING bookings will be entitled to change the prices of the services delivered by VIKING bookings if these changes are the result of specified costs determining factors, of whatsoever nature, which were not foreseeable at the concluding of the Agreement and the price change is reasonable.
5. In addition to the provisions of article 4.4. of these General Terms and Conditions, VIKING bookings will be entitled to change the rates every six months in the context of a complete rate change, provided always that the new rates must be notified to the Client at least one month prior to the coming into effect thereof, following which the Client will have the right to terminate the Agreement with effect from the time of the coming into effect of the rate change concerned.
6. VIKING bookings invoices its fee annually (digitally) in advance, unless agreed otherwise.
7. The payment term for the payment of the invoices of VIKING bookings is fourteen (14) days, unless expressly agreed otherwise in writing.
8. Payment must be made in Euros to the bank account designated by VIKING bookings.
9. If there is doubt with regard to the performance of the Agreement as to whether the Client will be able to fulfil its obligations, or the Client already does not fulfil its obligations, VIKING bookings will be entitled to suspend the performance of the Agreement with immediate effect, or to terminate the Agreement.
10. If the invoices are not paid within the agreed payment term the Client will be in default by operation of law and VIKING bookings will be entitled to increase the outstanding amount by statutory commercial interest.
11. At the time when VIKING bookings has to refer a debt for collection, VIKING bookings will be entitled to charge the collection costs to the Client, which will be equal to 15% of the outstanding invoice amount.
12. The Client has no right to setoff.
13. The payment made by the Client serves first of all for the payment of all interest and costs owed and thereupon for the payment of the invoices that have been outstanding the longest, also if the Client expressly states with the payment that this concerns a (later) invoice.

Article 5. User license for software

1. VIKING bookings will provide a licence for use to the Client for the use of the software, VIKING bookings will also provide the agreed user documentation, all this for the duration of the Agreement.
2. The right of use of the software pursuant to the user license is non-exclusive, non-transferable under Section 83 subsection 2 Book 3 of the Civil Code and cannot be pledged or sublicensed. The Client is not permitted to have third parties make use of, or provide third parties access to, the software, in whatsoever manner.
3. The subject code(s) and/or source code(s) of the software, or as the case may be the technical documentation that comes into being during the development of the software expressly do(es) not fall under the user documentation.
4. VIKING bookings will always be entitled to take (technical) measures to deal with unlawful use of the user licence or the software. The Client is expressly not permitted to remove security measures or otherwise disable these, which are applied for the protection of the software, or as the case may be in any other way make changes to the software.
5. The Client is at all times obliged to provide cooperation to an inspection set up by (or on behalf of) VIKING bookings concerning compliance with the agreed restrictions of use. This includes providing access to buildings and spaces, as well as access to systems. VIKING bookings will treat any confidential information that comes to its knowledge with strict confidentiality.

Article 6. Commencement of service and acceptance

1. VIKING bookings will within a reasonable period after the entering into of the Agreement install the software and make this ready for use by the Client.
2. The Client is obliged to promptly ensure the required facilities for the purpose of the installation and putting into operation of the software.
3. Client is obliged, during fourteen (14) days after the installation of the software, to test if the delivered software meets the functional or technical specifications made apparent by VIKING bookings. The software will apply as accepted between parties in the event that:
 - a. The Client makes complaints apparent within the test period of fourteen (14) days.
 - b. The complaints made apparent within the test period are remedied.
 - c. The Client takes the software into use.

Article 7. Availability, updates and maintenance

1. VIKING bookings has the obligation to use best endeavours to keep the software available for the Client without interruptions, but does not offer any guarantees for this purpose, unless agreed otherwise in writing.
2. VIKING bookings will be entitled in the context of the maintenance to make modifications or improvements to the software, or to put the software temporarily out of operation. This putting out of operation will be notified at least twelve (12) hours in advance, whereby VIKING bookings will make endeavours to plan the putting out of operation at times that will cause as little disruption as possible to the Client. VIKING bookings will never be liable for any damage that the Client suffers as a result of the putting out of operation.
3. VIKING bookings has set up a helpdesk for the Client, which the Client can reach during office hours by means of an email address and telephone number made apparent to the Client. VIKING bookings makes best endeavours to answer any questions within a reasonable period.

Article 8. Back-up and security

1. VIKING voluntarily makes a back-up every day of the data that is processed in the software. VIKING bookings does not offer any guarantees for the availability of the back-up data.
2. VIKING bookings make use of SSL-certificates in order to secure the transfer of data.

Article 9. Personal data and cookies

1. In the event that the Client or the User enter personal data in the software, the Client as well as VIKING bookings will both have obligations and responsibilities under the Personal Data Protection Act.
2. VIKING bookings will be responsible for ensuring a suitable security level, having regard to the risks ensuing from the processing of personal data. However, this security is limited to systems or infrastructure that are within the control of VIKING bookings and does not release the Client in any manner whatsoever from its obligations under the Personal Data Protection Act.
3. If the Client must change, remove or transfer data on the basis of any statutory obligation, VIKING bookings will provide cooperation to this, subject to payment by the Client of the costs to be reasonably incurred by VIKING bookings.
4. It is possible that the software makes use of “cookies”. The Client is therefore obliged to inform the User of this and to ask permission from the User for this.
5. VIKING bookings has drawn up a Privacy Statement for the purpose of the use of the software.

Article 10. Liability

1. The total liability of VIKING bookings due to attributable failure in the performance of the Agreement or on any other legal basis whatsoever, expressly including any failure of the fulfilment of a guarantee obligation agreed with the Client, is limited to compensation of direct damage or loss, not exceeding the amount of the price stipulated for this

Agreement (excluding VAT). If the Agreement is mainly a continuing performance contract with a term of more than one year, the agreed stipulated price for the Agreement will be set at the total of the payments (excl. VAT) stipulated for one year. Under no circumstances will the total liability of VIKING bookings for direct damage, on whatsoever legal basis, amount to more than the cover of the liability insurance of VIKING bookings.

2. None of the parties is obliged to fulfil any obligation, including any statutory and/or agreed guarantee obligation, if they are prevented from this as a result of force majeure. Force majeure on the part of VIKING bookings includes inter alia but not exclusively:
 - a. force majeure on the part of suppliers of VIKING bookings;
 - b. the failure to properly fulfil obligations on the part of subcontractors, which are prescribed by the Client to VIKING bookings;
 - c. defects of goods, equipment, software or materials of third parties, the use of which is prescribed by the Client to VIKING bookings;
 - d. government measures;
 - e. power breakdowns;
 - f. breakdowns of the internet, data network or telecommunication facilities;
 - g. strike action of the personnel of VIKING bookings; and
 - h. general transport problems;

If a force majeure situation continues for more than sixty calendar days each of the parties will have the right to terminate the Agreement in writing.

3. Conditional to the arising of any right to compensation is always that the Client reports the damage in writing as soon as possible after the arising thereof to VIKING bookings. Every claim for compensation against VIKING bookings lapses by the mere passing of six (6) months after the arising of the claim, unless the client has initiated legal action for the payment of the damage prior to the expiry of this period.
4. The Client indemnifies VIKING bookings against all claims by third parties ensuing from the performance of the Agreement.

Article 11. Intellectual property

1. All intellectual property rights to all software, as well as preparatory materials for this, made available pursuant to the Agreement, is vested in VIKING bookings, or as the case may be its licensors. The Client exclusively acquires a right of use and therefore is not permitted to reproduce, copy or otherwise make use of the software or other materials, other than pursuant to the licence for use.
2. The Client is obliged to respect the intellectual property forming part of the service and the delivered software, and to refrain from infringements of the rights of VIKING bookings, or as the case may be making an infringement by a third party possible.
3. In the event of infringement of the first and second subclause the Client will owe an immediately due and payable financial penalty of € 10,000, plus € 1,000 for each day or part-day during which the infringement continues, or as the case may be is not reversed, without prejudice to the right of VIKING bookings to recover damage from the Client, or to require specific performance.

Article 12. End of the Agreement

1. The Agreement is in principle entered into for the duration of one (1) year, unless agreed otherwise in writing.
2. The Agreement will be deemed to be renewed tacitly each time for the same duration, unless the Agreement is terminated in writing by the Client with due regard to a notice period of one (1) month with effect from the end of the current period.
3. The Agreement can be exclusively terminated in writing by regular mail or email (to: thijs@vikingbookings.com).
4. In the event of termination of the Agreement, for any reason whatsoever, the user right of the Client will terminate with immediate effect and access to the service and the software forming part thereof will be denied to the Client.

Article 13. Applicable law and choice of forum

1. The law of the Netherlands exclusively applies to the Agreement. Also if an obligation is, or will be, wholly or in part fulfilled abroad, or if the Client resides or is established abroad, the law of the Netherlands will exclusively apply to the Agreement.
2. Disputes between the Client and VIKING bookings will be at first instance subjected to attempts to resolution in mutual consultation, following which the dispute (if required) will be submitted to the court with competent jurisdiction of the Zeeland-West-Brabant District Court, location Breda.