

General Terms and Conditions of Amsterdamliebe B.V.

1. Scope

1.1 These General Terms and Conditions (hereinafter "GTC") apply to all services offered by Amsterdamliebe B.V. (hereinafter "Amsterdamliebe", "we", "us", or "the organizer"), in particular for:

- Guided city and theme tours
- Private and public tours
- Museum visits
- Bicycle excursions
- Canal boat tours (grachten)
- Bus excursions and other trips
- Lectures, courses, training, and workshops
- Hospitality and catering services, provided they are offered or brokered by Amsterdamliebe
- Events and happenings
- Incentive and team-building events
- Individually organized group services
- As well as any other services described on the website or in individual offers

1.2 These GTC apply to both consumers and entrepreneurs as well as legal entities under public or private law, unless expressly agreed otherwise in the respective contract. 1.3 For the purposes of these GTC, consumers are natural persons who enter into a legal transaction for purposes that cannot be predominantly attributed to their commercial or independent professional activity. 1.4 Diverging general terms and conditions of the client shall only apply if Amsterdamliebe has expressly agreed to their validity in writing. 1.5 The GTC shall be made available to the client before or at the latest upon conclusion of the contract. For online bookings, the GTC can be viewed and saved.

2. Conclusion of Contract and Booking

2.1 The presentation of services on the website, in brochures, or other advertising materials does not constitute a binding contractual offer unless expressly stated otherwise in the respective presentation. 2.2 A booking request or order by the client constitutes an offer to conclude a contract. 2.3 The contract is concluded as soon as Amsterdamliebe confirms the booking or renders the agreed service with the client's consent. 2.4 Booking confirmation may be provided via email or another agreed electronic communication medium. 2.5 For individual group services, events, or happenings, the specific scope of services is derived from the corresponding offer and order confirmation. 2.6 For bookings made by a group organizer—in particular companies, associations, schools, tour operators, travel agencies, or other institutions—the contracting client is generally the contracting party of Amsterdamliebe and responsible for the agreed remuneration. 2.7 The group organizer is responsible for providing the necessary information for the execution of the event in a timely and complete manner.

3. Scope of Services

3.1 The scope of contractual performance is derived from the respective service description, booking confirmation, and, where applicable, individual agreements. 3.2 Individual subsidiary agreements or modifications to the scope of services must be confirmed in writing or text form for evidentiary purposes. 3.3 Amsterdamliebe may employ suitable employees, tour guides, service providers, and subcontractors to execute the agreed service. 3.4 Unless expressly agreed otherwise, a guided tour or event does not include supervision of children, youths, or other persons requiring special care. 3.5 The duty of supervision for minors, youths, and other dependents rests with the parents, teachers, guardians, or other supervisory persons. 3.6 As a general rule, Amsterdamliebe does not assume custody of items belonging to the client or participants. Statutory liability rules apply to brought items.

4. Modifications and Substitute Services

4.1 Amsterdamliebe is entitled to modify individual organizational elements of an event if necessary for objective reasons, provided the general character and essential benefit of the booked service are not substantially altered. 4.2 This applies in particular in the event of illness or unavailability of a tour guide, official guidelines, changes to opening hours, temporary closures, traffic restrictions, or comparable circumstances. 4.3 Amsterdamliebe may replace a scheduled tour guide with another person qualified in terms of subject matter and qualification. 4.4 If a substantial modification of the agreed service becomes necessary, Amsterdamliebe will inform the client as soon as possible. 4.5 Mandatory legal rights of the client remain unaffected.

5. Third-Party Services and Brokering

5.1 Amsterdamliebe may broker third-party services or use external providers to execute its own services. 5.2 To the extent Amsterdamliebe offers a service solely as an intermediary and this is clearly evident from the booking confirmation or service description, the contract for the brokered service is generally concluded between the client and the respective service provider. 5.3 In this case, the respective service provider is responsible for the proper execution of their service, to the extent permitted by law. 5.4 Conversely, if Amsterdamliebe is the contracting party for the overall service, Amsterdamliebe's legal responsibilities remain unchanged. 5.5 Merely designating a third party as a "partner," "service provider," or "external service" does not automatically release Amsterdamliebe from its legal obligations.

6. Prices and Taxes

6.1 Prices indicated at the time of booking shall apply. 6.2 For consumers, legally mandated total prices including applicable VAT and other mandatory price components are generally displayed. 6.3 To the extent legal or municipal taxes, fees, or levies apply to the respective service, they shall be handled in accordance with the statutory regulations in force at the time. 6.4 The historical rule of a fixed tourist tax of 1.50 euros per participant from previous versions of these GTC shall not apply. 6.5 For entrepreneurs, VAT treatment is governed by the applicable statutory regulations. If the requirements for the reverse charge procedure are met, VAT shall be owed by the service recipient in accordance with statutory provisions. 6.6 Admission tickets, transportation costs, parking fees, meals, and other additional costs are only included in the price if expressly indicated or agreed. 6.7 For individual events, additional costs may arise if ordered subsequently by the client or resulting from subsequent modification requests by the client.

7. Payment

7.1 Invoices must be paid within the payment period specified therein. 7.2 In the absence of another agreed payment period, the invoice amount must be paid within 14 days of the invoice date and at the latest before the start of the event. 7.3 For last-minute bookings, Amsterdamliebe may demand immediate payment before the service begins. 7.4 If payment before the start of the event has been agreed and is not received on time, Amsterdamliebe may refuse to render the service, to the extent permitted by statutory regulations. 7.5 Statutory provisions apply in the event of payment default. 7.6 For individually organized events, Amsterdamliebe may demand reasonable advance payments. Their amount and due date shall be determined in the corresponding offer or order confirmation.

8. Right of Withdrawal for Consumers

8.1 To the extent the law grants a consumer a right of withdrawal, statutory provisions apply. 8.2 For certain services, no statutory right of withdrawal exists. This applies in particular to services related to leisure activities if a specific date or period for performance has been agreed. 8.3 This may apply in particular to certain guided tours, tickets, events, museum visits, leisure activities, boat tours, and comparable scheduled services. 8.4 If no statutory right of withdrawal exists, the consumer will be informed thereof before booking. 8.5 For goods acquired via a distance contract for which no statutory exclusion of the right of withdrawal exists, statutory withdrawal rules apply. 8.6 To the extent a statutory right of withdrawal exists for an online purchase, Amsterdamliebe will provide the legally required information and means to exercise such right. 8.7 The statutory right of withdrawal must be distinguished from the contractual cancellation rules detailed below.

9. Cancellation by the Client

9.1 To the extent permitted by law, the client may cancel a booked service before its start. 9.2 Cancellation may be declared via email or through a communication channel expressly enabled by Amsterdamliebe for this purpose. Cancellation by phone is also possible provided identity and booking can be unambiguously identified. 9.3 The decisive moment for calculating the cancellation deadline is when the cancellation notice is received by Amsterdamliebe. 9.4 The following cancellation conditions only apply if no individually agreed cancellation terms or mandatory statutory provisions exist to the contrary.

10. Public Guided Tours and Simple Private Tours

10.1 For public guided tours as well as private tours with a guide, the following cancellation conditions generally apply:

Time of Cancellation	Cancellation Fee
24 hours or more before tour start	0%
Less than 24 hours before start	100%
No-show without prior cancellation	100%

10.2 Timely cancellation at least 24 hours before the start generally entitles the client to a full refund of the tour fee paid, provided the booking does not include non-refundable third-party services. 10.3 If cancellation occurs less than 24 hours before the start or in case of non-appearance, Amsterdamliebe may invoice the agreed remuneration as a reasonable cancellation fee, to the extent legally permitted. 10.4 Different conditions may apply to non-refundable third-party services, in particular already purchased tickets. The client will preferably be informed of such conditions before conclusion of the contract.

11. Private Groups with Multiple Tour Guides

11.1 For individually booked private groups for which multiple tour guides are scheduled, the following cancellation conditions apply (unless agreed otherwise in the offer):

Time of Cancellation	Cancellation Fee
15 days or more before start	30%
14 to 8 days inclusive before start	50%
7 days or less before start	100%
Non-appearance	100%

11.2 This cancellation scale takes into account in particular the binding booking of multiple guides and resulting expenses. 11.3 For larger groups, individually agreed events, or happenings, different cancellation conditions may be agreed and will be expressly stated in the offer or order confirmation.

12. External Tickets and Leisure Offers

12.1 For admission tickets and passes, the conditions of the respective organizer or service provider generally apply. 12.2 To the extent Amsterdamliebe acts solely as an intermediary, the cancellation, modification, and refund conditions of the respective service provider apply. 12.3 If the statutory right of withdrawal is excluded due to the nature of the leisure service or the agreed date, the client will be informed before conclusion of the contract. 12.4 In case of cancellation or substantial modification of an event by the respective organizer, refund claims are governed by statutory provisions and the conditions of the respective provider.

13. Restaurant Reservations and Catering Services

13.1 For exclusive restaurant reservations, the conditions of the respective establishment generally apply. 13.2 For individually agreed group reservations, set menus, minimum billing, or advance payments, special cancellation conditions may be agreed. 13.3 These special conditions will be communicated to the client before conclusion of the contract. 13.4 To the extent Amsterdamliebe merely brokers a reservation, the respective restaurant is responsible for executing the catering service.

14. Custom Events, Incentives, and Group Events

14.1 For events, conferences, incentive trips, team-building activities, workshops, and individually organized group services, the specific scope of services is determined in an individual offer or order confirmation. 14.2 Specific payment and cancellation conditions may be agreed for such events. 14.3 Individually agreed conditions take precedence over the general cancellation terms of these GTC. 14.4 If no individual cancellation conditions have been agreed, Amsterdamliebe may demand reasonable cancellation costs in case of annulment, to the extent legally permitted. The amount is determined primarily based on the timing of cancellation, costs already incurred, bindingly booked third-party services, and the possibility of reallocating the service to third parties. 14.5 Upon request, Amsterdamliebe will explain the calculation of cancellation costs in a comprehensible manner if legally necessary or appropriate.

15. Package Tours and Travel Services

15.1 If multiple travel services are combined to form a unified travel service, the booking may be subject to statutory regulations regarding package tours or linked travel arrangements. 15.2 The classification of a specific booking as a package tour or linked travel arrangement is governed by applicable statutory regulations and does not depend solely on the designation of the offer. 15.3 To the extent Amsterdamliebe acts as a package tour organizer, mandatory statutory package tour provisions also apply. Necessary information and documentation will be provided before or upon conclusion of the contract. 15.4 If Amsterdamliebe acts solely as an intermediary for individual travel services, this will be duly indicated in the corresponding offer or booking confirmation. 15.5 Designating Amsterdamliebe as an "intermediary" does not exclude the application of mandatory statutory package tour rules if legal requirements are effectively met.

16. Weather, Force Majeure, and Extraordinary Circumstances

16.1 Guided tours and events generally take place even under customary adverse weather conditions. 16.2 However, Amsterdamliebe is entitled to modify, shorten, postpone, or cancel an event if extraordinary circumstances severely hinder execution or pose a significant hazard to participants, guides, or others. 16.3 These circumstances include in particular official orders, natural phenomena, extreme weather conditions, strikes, traffic or road closures, security situations, demonstrations, unforeseeable failures of essential infrastructure, or comparable events. 16.4 If Amsterdamliebe cannot provide the service due to such circumstances, it will first offer a suitable replacement service or alternative date where possible. 16.5 If the service is definitively suspended and the client is entitled to a refund under statutory provisions, a corresponding refund will be processed. 16.6 Mandatory legal rights of the client remain unaffected.

17. Delays and Non-Appearance

17.1 For private group guided tours, the guide will generally wait up to 15 minutes past the agreed start time at the meeting point. 17.2 In case of an announced delay, Amsterdamliebe will try to conduct the tour regardless where possible. 17.3 A delay may result in a corresponding reduction in tour duration if the guide cannot wait longer due to subsequent commitments. 17.4 For delays caused by the client, the agreed fee remains payable in principle, to the extent permitted by law. 17.5 In case of non-appearance, the cancellation rules stipulated for the respective service apply. 17.6 If a tour starts late at the client's express request and must still be carried out for the originally agreed duration, additional remuneration may be agreed. 17.7 In case of early termination of an event by the client, there is no fundamental entitlement to a proportional refund, provided the service was offered and rendered as contracted.

18. Conduct and Safety

18.1 Participants must follow the instructions of the tour guide and other persons in charge of execution, provided these serve safety or the proper conduct of the event. 18.2 Amsterdamliebe may exclude a participant from further participation or interrupt the event if their behavior seriously jeopardizes safety or the activity's progress. 18.3 This applies particularly in cases of:

- Aggressive or violent behavior
- Serious disruption of the event
- Flagrant disregard of safety instructions
- Significant endangerment of other persons
- Severe impairment of guides or service providers
- Noticeable influence of alcohol or drugs impairing execution safety

18.4 Exclusion under this section is without prejudice to legal claims. If the client provoked their own exclusion through contract-breaching behavior, there is generally no right to a refund.

19. Bicycle Tours and Active Events

19.1 On bicycle tours, hikes, and other physically active activities, participants must assess for themselves whether they possess the required physical health and condition for the activity. 19.2 Safety and traffic regulations must be observed. 19.3 Participants are particularly obligated to comply with applicable traffic rules and tour

guide instructions. 19.4 Amsterdamliebe may deny participation or cancel an event if safe execution cannot be guaranteed due to a participant's behavior or recognizable condition. 19.5 Statutory liability rules remain unaffected.

20. Conduct on Red Light District Tours

20.1 During tours of the Red Light District (Rotlichtviertel), the privacy of individuals working there must be especially respected. 20.2 Photographing or filming sex workers during corresponding guided tours is prohibited. 20.3 In case of violation or disrespectful behavior, Amsterdamliebe may interrupt the tour or exclude the respective participant from further participation. 20.4 This applies equally to any insulting, harassing, voyeuristic, or otherwise inappropriate behavior.

21. Liability

21.1 Amsterdamliebe is liable in accordance with statutory provisions for damages caused by culpable breach of contractual or statutory obligations. 21.2 No limitation of liability applies where mandatory statutory liability exists. 21.3 This applies in particular to damages resulting from injury to life, body, or health, as well as damages based on intent or gross negligence. 21.4 To the extent permitted by law, in case of slight negligence breach of essential contractual obligations, Amsterdamliebe is only liable for foreseeable damages typical of the contract. 21.5 Liability for independent third-party service providers is governed by statutory provisions and the specific contractual structure. No general exemption from liability in favor of Amsterdamliebe is agreed. 21.6 The client is obligated to report noticeable performance flaws as promptly as possible to give Amsterdamliebe the opportunity to remedy them. 21.7 Failure to provide such notice shall only lead to a limitation of legal rights if legally permissible and the client contributed to causing or aggravating the damage through such omission.

22. Duty of Supervision

22.1 As a general rule, Amsterdamliebe and employed tour guides assume no general duty of supervision over minors, youths, or other persons requiring special care. 22.2 For school classes, youth groups, and comparable collectives, the organizer must provide a sufficient number of suitable supervisory persons. 22.3 Statutory liability rules remain unaffected.

23. Copyright and Intellectual Property

23.1 Concepts, texts, development plans, graphics, presentations, and other materials created by Amsterdamliebe may be protected by copyright or other intellectual property rights. 23.2 Unless expressly agreed otherwise, corresponding rights remain with Amsterdamliebe or the respective rights holders. 23.3 Any use, reproduction, modification, or distribution of such materials outside the agreed

contractual purpose is prohibited unless permitted by law or consented to by Amsterdamliebe or the respective rights holder. 23.4 Uses permitted by law, in particular legally authorized citations, remain unaffected.

24. Confidentiality in Individual Projects

24.1 In individually organized projects, both parties undertake to treat confidential commercial and business information learned within the project with due confidentiality. 24.2 This obligation does not apply to information that was already public knowledge, was lawfully obtained from third parties, or must be disclosed due to legal obligations. 24.3 The confidentiality obligation shall survive the completion of the respective project as long as necessary to protect legitimate interests.

25. Complaints and Service Incidents

25.1 If a performance incident occurs during an event, the client must inform Amsterdamliebe as soon as possible. 25.2 This gives Amsterdamliebe the opportunity to provide a reasonable solution. 25.3 Complaints can be sent via email to info@amsterdamliebe.de. 25.4 Statutory warranty, price reduction, termination, or damages rights remain unaffected.

26. Data Protection

26.1 Information on the processing of personal data can be found in Amsterdamliebe's current privacy policy. 26.2 The privacy policy forms part of the general contract information but is not part of these GTC.

27. Applicable Law

27.1 The contractual relationship is governed by Dutch law, to the extent mandatory statutory provisions do not conflict. 27.2 For consumers, the choice of law applies only to the extent it does not deprive the consumer of protection afforded by mandatory provisions of the state in which they have their habitual residence. 27.3 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply, to the extent permitted by law.

28. Jurisdiction and Dispute Resolution

28.1 For entrepreneurs and legal entities under public or private law, the place of jurisdiction is Amsterdam, to the extent permitted by law. 28.2 Statutory jurisdiction rules apply to consumers. 28.3 Amsterdamliebe is neither obligated nor currently willing to participate in dispute resolution proceedings before a consumer arbitration board unless legally required. 28.4 Mandatory consumer rights regarding alternative dispute resolution or other legally provided complaint procedures remain unaffected.

29. Modifications to These GTC

29.1 For a contract already concluded, the GTC agreed at the time of conclusion generally apply. 29.2 Modifications to these GTC apply to future bookings from the validity date indicated in each case. 29.3 Mandatory statutory provisions remain unaffected regardless of the booking time.

30. Severability Clause

30.1 If any provision of these GTC is or becomes wholly or partially void or unenforceable, the remaining provisions shall remain valid. 30.2 The void or unenforceable provision shall be replaced by relevant statutory provisions. 30.3 For consumers, this applies only to the extent the provision in question can be validly replaced under applicable law.