



GENERAL TERMS AND CONDITIONS & RESERVATION POLICY SPIRITED UNION DISTILLERY

The service of Spirited Union Distillery B.V. (hereinafter referred to as SUD) is focused on facilitating events, gatherings, workshops, presentations as complete as possible and assisting you in that. As every service provider, we have a short list with our terms and conditions.

THE SERVICES CONSIST OF THREE PRODUCT GROUPS:

- Facilitating of accommodation for private or business events;
- Organizing tours and workshops in the distillery;
- Providing cocktail catering on location.

Article 1 – Applicability

These terms and conditions will apply to all offers, quotations, orders, activities, agreements and deliveries of services and/or location and equipment rental on behalf of SUD.

Article 2 – Definitions

Client: The person and/or the company that places the order.

Order: The written agreement for providing services as described in the product groups written above.

Accommodation: The space provided by SUD in the distillery located at the Helicopterstraat 32 in Amsterdam.

Third parties: An external person or authority that provides services which cannot be executed by the own personnel of SUD.

Article 3 – Expiry period and modification of agreement

3.1 The quotations from SUD have an expiry period of 14 days, unless stated otherwise in the quotation.

3.2 SUD always has the authority to change or withdraw the offered space or 'experience'. This will be communicated in written form.

3.3 If during the execution of an event it appears that the factual circumstances or the factual wishes from the client considerably deviate from the original assumptions, SUD and the other party can change the agreement on relevant components in consultation.

Article 4 – Involvement of third parties

4.1 Involving or engaging of third parties such as catering, entertainment and other by the client, is only done in consultation and with approval from SUD.

4.2 SUD is allowed to involve third parties when executing the by the client requested services.

Article 5 – Reservations/confirmations

5.1 A quote will be converted to a definite reservation once the client gives a written acceptance, and this confirmation is accepted and confirmed by SUD in writing.

5.2 By no later than 72 hours before the start of the event, the client can adjust the number of guests.

5.3 The client will be charged for the number of guests mentioned in article 5.2. Any additional guests will be charged the quoted price per guest by an additional invoice. If one or more guests do not show up on the event or leaves early, the guest(s) will be charged 100%.

5.4 The minimum for group bookings is 12 guests and the client will be charged for this number of guests, even if the number of guests in attendance is below 12. Any additional guests for the event will be charged the quoted price per guest and sent on an additional invoice.

5.4 The event can be cancelled free of charge up to 7 days before the start of the event. When cancelling an event with shorter notice than 7 days, SUD will charge the client 40% of the total quoted price. When cancelling within 72 hours before the start of the event, SUD will charge the client 100% of the total quoted price.

5.5 The client must inform SUD of any delays to the client's arrival time. If the event needs to start 30 minutes after the agreed start time, SUD reserves the right to charge €50 and a further €50 for every additional 30-minute period after that. These charges will be sent on an additional invoice.

5.6 Cancelling an event must be done in written form.

5.7 A rescheduling of the reservation date can be made once up to 7 days before the start of the event, free of charge. Any other or further rescheduling SUD reserves the right to charge the client 10% of the total quoted price.

Article 6 – Payment

6.1 The client is obligated to pay the total amount due 3 days before the start of the event. If the client fails to pay on time, SUD has the right to cancel the event.

6.2 Additional invoices sent after the event (see 5.3/5.5) need to be paid within 14 days upon receiving. When the client does not pay within this agreed term, SUD is entitled to charge a legal interest.

6.3 Complaints and comments about invoices and declarations must be submitted in written form within 5 days upon receiving and do not suspend the payment obligation.

6.4 In case SUD is forced to use extrajudicial collection to collect the indebted, the collection expenses will be charged to the client.

Article 7 – Liability of SUD

7.1 SUD is not liable for theft, accidents, or damage on, around and in the accommodation.

7.2 The client is liable for damage on the accommodation and/or the equipment and materials present and that are caused by the client him- or herself and/or by the group members.

7.3 SUD cannot guarantee the results of the client's own organized events. SUD is not liable for substantive course of the client's own organized meetings and/or presentations.

7.4 If SUD is liable, its liability is limited to the invoice value of the agreed services.

7.5 The client shall indemnify SUD against all claims from third parties with regard to damage for which the client is liable under the above.

7.6 In case SUD only acts as mediator, SUD cannot be held liable for third party damage. SUD can mediate if necessary.

7.7 All changes made to the accommodation will be restored in its original state by the client.

Article 8 – Other

8.1 Bringing or consuming own brought food and/or drinks is not permitted.

8.2 When a definite reservation is made, the email address which the booking is approved with, will be added to our newsletter. The newsletter will consist of products and/or services from SUD itself, or in collaboration with SUD. The frequency of the newsletter is no more than six times a year. Unsubscribing is possible anytime – this is possible via the link at the bottom of each newsletter, or via a request for unsubscribing via info@spirited-union.com

Article 9 – Applicable law and competent court

Dutch law is exclusively applicable to all agreements between the parties. The Dutch court in the district where SUD is established is exclusively competent in any case of disputes between parties, unless the law prescribes otherwise.

Company details

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