








# REGULATIONS




## WHEN TO CLIMB?

-  Minimum age of 6 years
-  Maximum weight of 120kg
-  Till the age of 15, a climber must be accompanied by an adult in the forest

## JUNIOR

-  Minimum length 1.20 meter
-  Access to orange routes

## REGULAR

-  Minimal length 1.40 meter  
Access to all routes
-  Till the age of 10, we advise that a climber must be escorted by an adult climber in the routes red and black
-  From 11 years old and with a minimum height of 1.40 m you can climb the grey route

As a customer you are obligated to follow the instructions and clues of our staff. Staff members have the right to remove anyone who does not follow the instructions, without warning or refund. Klimbos Nederland is not liable for any damage to clothes or other properties.

Climbing at Klimbos Nederland is safe, but the activity itself is risky.



No loose objects in the routes



Pay attention, check yourself for ticks afterwards



No alcohol and drugs



Climbing is physically strenuous, make sure to eat and drink enough



Leave no garbage in the forest



In case of storm, we will evacuate the forest



No scarfs, flip flops or skirts in the routes



Choose firm shoes



Climbing is only allowed with instruction and harnesses of the climbing forest



Put up long hair for your own safety



## Klimbos Nederland Terms and Conditions

These conditions apply from the 1st of August 2019 to agreements which are closed on or after this date.

### Article 1 - DEFINITIONS

In these terms and conditions the following definitions are applicable:

- 1. Service:** the agreed services including activities, sales and rental of material and/or real estate, the arrangement of transport, giving instructions and guiding and supervising (parts of) outdoor sports.
- 2. Activity:** services offered and organized by the company.
- 3. Company:** the company that offers services or the company with whom the client concludes the agreement.
- 4. Client:** any natural or legal person who concludes an agreement with the company for themselves or for third parties to participate in or use a service.
- 5. Guest:** every person present on the site with permission from the company.
- 6. Agreement:** agreement, including these general terms and conditions, between the company and client, on the basis of which the company supplies the services to the client and guest(s). Placing a reservation applies as an agreement.
- 7. Information:** written/electronic data concerning the activity.
- 8. Cancellation:** the written termination of the agreement by the client, before the start of the activity.
- 9. Site:** the plot of land under the management of or in use by the company, including the buildings and installations.
- 10. House rules and regulations:** the entirety of rules to guarantee order and safety on the site and during the services.

### Article 2 - APPLICABILITY OF THE TERMS AND CONDITIONS

- 2.1** These terms and conditions apply to all offers and agreements made by or on behalf of the company, unless expressly deviated from (in writing) in the agreement.
- 2.2** The client accepts the applicability of these conditions, also on behalf of the guests, by entering into an agreement with the company by actually using a service of the company, by entering the site or by payment of the price due.
- 2.3** These terms and conditions are known by both parties in advance upon entering into the agreement. The company

ensures that a digital copy of these terms and conditions can be digitally stored or printed. The client accepts these terms and conditions by entering into an agreement with the company or by actually participating in an activity or by paying the agreed price.

**2.4** If these terms and conditions conflict with the agreement, the provisions of the agreement take precedence. The client and the company can make additional written agreements where these conditions can be deviated from in favor of the client and/or guest.

**2.5** The company is only willing to provide its services subject to the applicability of these terms and conditions and other terms and conditions used by the company, such as the house rules and regulations. General terms and conditions of the client are explicitly and expressly rejected.

### Article 3 - OFFER AND CONCLUSION OF AGREEMENT

- 3.1** The services offered include what is expressly described in the company's offers. The content of the offer is determined solely on the basis of the information provided by or on behalf of the company.
- 3.2** Every offer is made subject to availability of the offered services. If a service is not available, the company will notify no later than 7 days after acceptance of the offer.
- 3.3** If an option is provided to the client, the capacity offered will not be agreed with another party. However, the company reserves the right to shorten or withdraw the option period or the term in the offer in connection with a new application for which the reserved capacity is required.
- 3.4** The agreement is concluded by the written acceptance by the client of the company's offer. No withdrawal period applies to the client, unless a mandatory legal withdrawal period applies.
- 3.5** The client who enters into an agreement on behalf of one or more guests is jointly and severally liable for all obligations arising from this. All information and other communication is only sent to the client.

The client must inform the guest fully and in a timely manner about the services purchased, information provided and the application of these conditions, house rules and regulations.

**3.6** If the client makes a reservation or books for minor guests, the client is responsible for fully informing the legal representative(s) of the minor guest about the service purchased and the application of the conditions, house rules and regulations. The client is responsible for obtaining permission for participation from the legal representative(s).

**3.7** The company is not bound by obvious mistakes or errors. If there is reason to

doubt the correctness of the price or information, the client must do an inquiry.

### Article 4 - OBLIGATIONS OF THE CLIENT AND GUESTS

**4.1** The services may require considerable physical effort and concentration. The guest must be in a sufficient condition and not have any physical or mental (health) limitations that pose a risk to the safety of the guest. In case of doubt, the guest should discuss in advance with their doctor/physician whether it is safe to participate. Participating in the activities in the event of pregnancy, visual and physical limitations or with medical treatment is entirely at your own risk and is not recommended in the event of excessive active or physical exertion. Prior to the activity, it is advised to make any restrictions/limitations known at the checkout area. After consultation it will be determined whether additional guidance is necessary. Damage or injury resulting from one's own overestimation of the condition and/or failure to disclose existing health problems are excluded from the legal liability of the company.

**4.2** The client must ensure that guests behave on the site and that the conditions, house rules, further warnings, instructions and all safety regulations applicable to the activity are observed. The company can make reasonable changes to the house rules in the interim and unilaterally.

**4.3** The company reserves the right to use photographic or other recordings taken during the activity for promotional purposes. If you object to this, this must be explicitly stated at the checkout area. Photography and/or film recording for advertising purposes is prohibited without written permission from the company.

**4.4** It is not permitted to take images of Klimbos Nederland employees without permission from the company.

**4.5** In the event of early departure by the guest, the client owes the full price for the agreed activity.

**4.6** Alcohol and drug use is strictly prohibited on the site.

### Article 5 - RESERVATION CONDITIONS

Reservation conditions apply to guests who have made a reservation for a maximum of 20 people through [www.klimbos.nl](http://www.klimbos.nl), by telephone/email or on location.

#### 5.1 Payment

For the finalization of a reservation, the activities must be paid for directly in euros using one of the offered payment methods. It is possible to book the activity on site at the checkout and to pay by pin or cash. In this case, the company cannot guarantee the availability to climb in advance.

## 5.2 Discount

If the client uses a discount code or voucher code, this must be redeemed when booking online. You may be asked to provide proof of the use of the code at the c. If this proof cannot be demonstrated, the client must pay the remaining amount at the checkout. No discount is given on another discount. Discounts cannot be applied retrospectively.

## 5.3 Participants

When making the online reservation, the number of participants must be known. If fewer participants are present on the day of the activity than the number booked and paid for online, a voucher will be issued.

## 5.4 Changing the date and time

The date and time of the activity can be changed free of charge up to 24 hours before the start of the activity by contacting customer service. Canceling a definitive reservation is not possible.

## Article 6 - RESERVATION CONDITIONS FOR GROUPS

These conditions apply to reservations for a minimum of 21 participants.

### 6.1 Making a reservation

It is possible to make a group reservation through the customer service of Klimbos Nederland. This can be done by contacting us via the contact form on the website, by telephone, chat or by email. Placing an option is completely free of charge. The expiry date of the optional reservation is stated in the offer.

### 6.2 Payment

6.2.1 Groups must pay per pin, iDEAL (payment link) or on invoice in euros. In the case of invoicing, the invoice is sent after the activity. The payment must be completed within a period of 14 days after the invoice date.

6.2.2 If the client, despite a prior written reminder, does not or not properly fulfill their payment obligation within a period of 14 days, the company is entitled to full payment of the agreed price.

### 6.3 Discount

Discount codes or vouchers do not apply to custom programs, unless communicated otherwise. Depending on the number of participants, a group discount is granted. The group discount only applies to climbing activities and not to special offers and/or packages.

### 6.4 Changing the number of participants

6.4.1 The number of participants may be changed free of charge up to 2 weeks before the activity takes place, where a maximum of 50% may be deviated from the number of the original agreement. When the change in quantity is more than 50%, the prices for the quantity are kept with a deviation of up to 50%.

6.4.2 Within 2 weeks before the start of the activity, the number of participants may deviate by a maximum of 10% free of charge, where the total may not deviate more than 50% from the number in the original agreement. See article 6.4.1.

6.4.3 A change in the number of participants may result in a (group) discount being canceled or changed.

6.4.4 The number of participants for lunch, drinks or dinner can be changed up to 1 week before the start. Within 1 week this is no longer possible and the amount confirmed in the agreement will be charged.

### 6.5 Changing the agreement

6.5.1 If at the request of the client the company changes the content of the agreement, the company has the right to charge additional costs.

6.5.2 A change to the agreement also applies if the information provided by the client does not correspond to reality.

### 6.6 Cancellation of the agreement

In the event of cancellation of the agreement, the client pays a fee to the company. This amounts to:

- Cancellation more than 1 month before the activity(ies) takes place, cancellation costs of € 100.00 will be charged.
- In the event of cancellation up to 14 days before the activity(ies), 60% of the amount to be invoiced will be charged.
- In case of cancellation within 14 days of the activity(s), 100% of the booking will be charged.
- It is not possible to change the date of the activity first and then cancel it. When canceling, we will assume the original date of the activity stated in the original agreement.

## Article 7 - CHANGES AND CANCELLATIONS BY THE COMPANY

7.1 The company has the right to suspend or terminate the execution of the agreement in the event of serious circumstances that are unforeseen and cannot be remedied or avoided, such as (civil) war, terror, political unrest, natural disasters, food scarcity, general strikes, extreme weather conditions, etc. The company is obliged to inform the client without delay, stating the reasons for the cancellation.

7.2 The company has the right to dissolve the agreement in whole or in part if, in the opinion of the company, the physical and/or mental condition of the guest makes him/her unsuitable for (further) participation in the activity. In this case, no refund will be issued.

7.3 The company can terminate the agreement with immediate effect if the client or guest does not or not properly comply with the obligations under the agreement, despite prior warning.

7.4 The company has the right to exclude participants from further participation in the activity if, despite prior warning(s), the participant causes nuisance to guests, or endangers their own or others' safety, or treats nature and the environment in an irresponsible manner, or spoils the good atmosphere on the site of the activity. The client remains obliged to pay the agreed price.

7.5 The company has the right to dissolve or suspend the agreement if there are too few participants for a group activity.

## Article 8 - PRICE

8.1 If, after the agreed price has been determined, additional costs arise as a result of a change in charges and/or levies directly related to the activity or to the participant and/or client due to an increase in the costs on the part of the company, these are passed on to the client, even after the conclusion of the agreement.

## Article 9 - LIABILITY

9.1 The company is obliged to insure itself against liability, unless a specific service cannot be insured or not without unreasonable costs.

9.2 The company is not liable for an accident, theft or damage unless this is the result of a shortcoming attributable to the company.

9.3 The company is required to take appropriate measures following a guest's report of nuisance caused by other guests.

9.4 The company is not liable for damage or an event that is not attributable to it, including:

- a. circumstances attributable to the guest or client, such as:
  - inadequate health or condition
  - inadequate clothing/equipment
  - improper act or inaction of the guest
  - exhaustion,
  - overestimation of one's own abilities,
  - careless or reckless behavior,
  - ignoring instructions, - not following one or more safety regulations, - participating under the influence of alcohol, drugs, medication or other narcotics,
  - consciously or unconsciously categorizing (or allowing to be placed) in the wrong category,
  - d. acts and influences of third parties not directly involved in the execution of the agreement,
  - e. force majeure such as extreme weather influences

## Article 10 - WEATHER CONDITIONS

10.1 In the event of rain, the climbing activities can continue and the client is not entitled to a refund or relocation of the activity.

10.2 In the event of a thunderstorm, the guests will be evacuated and the company will choose to wait until it is possible to climb again. The company is not obliged to make refund any shortened climbing time.

10.3 Non-safe circumstances include, but are not limited to: extreme temperatures, heavy gusts of wind, slippery conditions, (chance of) thunderstorms, water levels that are too low or too high, strong currents, severely limited visibility. The assessment of whether the activities can or cannot continue safely lies entirely with the company.

#### **Article 11 - LAWS AND REGULATIONS**

11.1 For all activities, the company ensures that the activity meets all environmental and safety requirements.

11.2 Dutch law applies to these terms and conditions.