General Terms and Conditions NEVERREST

Version 18 November 2026. Neverrest B.V. (trading as NEVERREST), Absrechtstraat 59, 2729 AW Zoetermeer, the Netherlands, Chamber of Commerce (KvK) 24271225.

Article 1. Definitions

In these terms and conditions:

– *NEVERREST*: Neverrest B.V., trading under the name NEVERREST;
– *client*: the person or organisation that books an event with NEVERREST;
– *participant*: any person who takes part in the event;
– *event*: the activity described in the agreement, such as The Game or Social Chaos;
– *consumer*: a client who is not acting in the course of a profession or business;
– *in writing*: by letter or by email.

Article 2. Applicability

1. These terms and conditions apply to all quotations from NEVERREST and to all agreements with NEVERREST.
2. Deviations only apply if NEVERREST has confirmed them in writing.
3. The client's general terms and conditions, such as purchasing conditions, do not apply. NEVERREST expressly rejects them.
4. An English translation of these terms and conditions exists. In case of any difference, the Dutch text prevails.

Article 3. Quotation and agreement

1. A quotation is non-binding and valid until the date stated in the quotation. Until that date, NEVERREST may hold a non-binding option on the date.
2. The agreement is formed when NEVERREST receives the agreement signed by the client, or when NEVERREST confirms the client's acceptance by email in writing.
3. The final quotation forms part of the agreement. If documents contradict each other, the agreement prevails first, then the quotation and then these terms and conditions.
4. A consumer has no right of withdrawal, because the event is a leisure activity on a fixed date.

Article 4. Number of participants and price

1. The agreement is based on the minimum number of expected participants (the minimum).
2. The client states the final number of participants no later than one week before the event. This number cannot be lower than the minimum. If no number is given, the minimum applies.
3. The final invoice is based on the higher number: the final number or the number that actually takes part.
4. If no group price has been stated for a given number, the price is determined pro rata between the two nearest group prices.
5. Prices exclude VAT, unless stated otherwise. For a consumer, NEVERREST also states the price including VAT. Transport, catering, insurance and the end location are not included, unless the agreement states otherwise.

Article 5. Information for the day

1. No later than one week before the event, the client provides the information specified in the agreement, exclusively in NEVERREST's "Info for the day" spreadsheet ("Info voor de dag"). This includes, for example, the team allocation, photos or descriptions for recognition and mobile numbers for emergencies.
2. The client only provides information that is necessary for the event. The client ensures that this is permitted and informs the participants accordingly (see Article 11).

3. If the information is delivered late or in a different form without prior consultation, NEVERREST may charge the extra time at € 30 per hour excluding VAT.

Article 6. Payment

1. NEVERREST invoices one week before the event. The payment term is 10 days from the invoice date. Additional costs, for example for extra participants, are invoiced afterwards.
2. If the client does not pay within the payment term, the client is in default. From the due date of the invoice, statutory commercial interest (wettelijke handelsrente) is then owed. For a consumer this is statutory interest.
3. NEVERREST only charges collection costs if the client has received a reminder with a payment term of 14 days and has still not paid. The collection costs do not exceed the statutory scale under the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of € 40. No separate costs for reminders are charged to a consumer.

Article 7. Cancellation and rescheduling

1. Cancellation is only possible in writing. The client then pays:
   – more than 4 months before the event: the costs NEVERREST has already incurred, with a minimum of € 150;
   – between 4 and 2 months before the event: 50% of the agreed price;
   – between 2 months and 2 weeks before the event: 75% of the agreed price;
   – less than 2 weeks before the event: 90% of the agreed price;
   – on the day itself or during the event: 100% of the agreed price.
2. Rescheduling to another date within 12 months is possible once free of charge, if the client requests this more than 2 months before the event and NEVERREST is available on the new date. Later rescheduling counts as cancellation, unless NEVERREST decides otherwise. The prices applicable on the new date apply.
3. If fewer participants take part than the minimum, this is not a cancellation: Article 4 continues to apply.

Article 8. Weather and safety

1. The event also takes place in rain, wind or cold. The client ensures that the participants have suitable clothing and footwear.
2. If KNMI (Royal Netherlands Meteorological Institute) has issued a code orange or red for the playing region on the day of the event, NEVERREST decides, in consultation with the client, to adapt or reschedule the programme. This is done at no extra cost and without any right to terminate the contract or to a discount. If rescheduling within 12 months is not possible, Article 10.2 applies.
3. NEVERREST may also adapt the programme without a KNMI warning if the weather endangers safety, for example in case of thunderstorms or icy conditions.
4. Participants follow NEVERREST's instructions and observe the traffic rules. NEVERREST may exclude a participant who endangers themselves or others, or who is under the influence of alcohol or drugs. This gives no right to a refund.
5. Damage caused by participants to others and fines, such as traffic fines, are for the account of the participant or the client.

Article 9. Performance and materials

1. NEVERREST performs the event as stated in the agreement. NEVERREST may engage actors, spies and other professionals for this purpose.
2. If a staff member or act drops out, NEVERREST arranges a suitable replacement. The client does not receive a discount for this.
3. NEVERREST's materials, such as the phone per team, remain the property of NEVERREST. In case of loss or damage by a participant, the client pays the replacement value, with a maximum of € 250 per device.

Article 10. Force majeure

1. Neither party is liable for a failure to perform due to force majeure. Examples of force majeure are:
   – government measures;
   – extreme weather (see Article 8);
   – illness of a performer if no replacement is available;
   – failures at third parties on which NEVERREST depends.
2. NEVERREST reports force majeure as soon as possible and tries to reschedule the event. If performance is permanently impossible, the client only pays a reasonable fee for what NEVERREST has already done.

Article 11. Images and personal data

1. Photos and film during the event are part of the programme, for example for the cinematic finale. The client informs the participants in advance that filming and photography will take place. Anyone who does not wish to be recognisable in images must say so in advance. NEVERREST takes this into account.
2. The client may use the images supplied internally. If the client wishes to make them public, the client arranges permission from the participants who are recognisable in the images.
3. NEVERREST only publishes recognisable images of participants with their express consent. This consent can be withdrawn at any time.
4. NEVERREST processes personal data in accordance with the privacy statement at neverrest.nl/privacyverklaring. Participant data is deleted no later than one month after the last payment. Photos and films are deleted no later than three months after the event. Images for which consent to publish has been given are kept by NEVERREST for as long as they remain published.
5. If participants under the age of 16 take part, the client arranges consent from their parents or guardians for participation and images. The client also arranges supervision by adults.

Article 12. Intellectual property and confidentiality

1. All game concepts, assignments, texts, films and other materials remain the property of NEVERREST. The client uses them only for its own event and does not pass them on to third parties.
2. Both parties keep the other's confidential information secret.

Article 13. Liability

1. Participation is at one's own risk. The client informs the participants of this.
2. NEVERREST is only liable for direct damage caused by an attributable failure. Liability is limited to the amount paid out by NEVERREST's insurance in that case. If the insurance does not pay out, liability is limited to the invoice amount for the event. In case of injury or death, only the limit of the insurance payout applies.
3. NEVERREST is not liable for indirect damage, such as consequential damage or lost profit. Nor is it liable for loss of or damage to participants' belongings.
4. These limitations do not apply in case of intent or deliberate recklessness on the part of NEVERREST. For a consumer, they apply only to the extent permitted by law.
5. A claim for damages lapses one year after the client knew or could have known of the damage.

Article 14. Complaints

1. The client reports complaints during the event directly to the gamemaster. Other complaints are reported as soon as possible, but no later than one month after the event, by email to info@neverrest.nl. NEVERREST responds within 14 days.
2. A complaint does not suspend the obligation to pay.

Article 15. Applicable law and disputes

1. Dutch law applies.

2. Disputes are submitted to the District Court of The Hague (Rechtbank Den Haag). A consumer may, within one month after NEVERREST has invoked this clause, opt for the court that has jurisdiction by law.

Article 16. Amendment

NEVERREST may amend these terms and conditions. A new version only applies to quotations and agreements issued or concluded after that date.