

NAZKA GENERAL TERMS AND CONDITIONS

Below are the general terms and conditions of: NAZKA Holding BV en NAZKA Sur BV

Article 1 Definitions:

1. NAZKA: one of the entities referred to above, or an affiliated entity.
2. Restaurant: the location where NAZKA executes an agreement.
3. Guest: a natural person or legal entity concluding an agreement with NAZKA.
4. Company: the parties accompanying a Guest in a Restaurant.
5. Gift Card: a gift voucher issued by NAZKA, which represents the value stated on it.
6. Turnover Guarantee: an amount agreed with the Guest which the Guest guarantees that the Guest and his Company will at least place in orders at the agreed time. If that amount is not reached, the Guest owes NAZKA the difference.

Article 2 General:

1. All offers by NAZKA are non-binding.
2. In the case of a conflict between a provision from an agreement and a provision from these general terms and conditions, the agreement prevails.

Article 3 General obligations of the Guest

1. During a visit to the Restaurant, the Guest and his Company are obliged to observe the written and unwritten house rules and codes of conduct of NAZKA, and to follow the reasonable instructions of NAZKA and its staff at all times.
2. The Guest and his Company are prohibited from consuming food and/or drink in the Restaurant that they brought along themselves.
3. If the Guest and/or his Company wish to enter the Restaurant with an animal or pet, this must be discussed with NAZKA. Entering the Restaurant with an animal or pet is only allowed after NAZKA has given its permission. Entering the Restaurant with a guide dog belonging to the Guest and/or his Company is always permitted.
4. NAZKA can terminate or suspend its services at any time and with immediate effect if the Guest and/or his Company fails to comply with any obligation of an agreement.
5. The Guest is jointly and severally liable for all damage that NAZKA suffers as a result of an attributable breach and/or unlawful act committed by someone from the Company.

Article 4 General obligations of NAZKA

1. NAZKA is not obliged to take any property of the Guest or his Company into custody and is not responsible for monitoring the property of the Guest and/or his Company. The Guest and/or his Company therefore bring their property to the Restaurant at their own risk.

Article 5 Down payment

1. If, in the opinion of NAZKA, there is a well-founded reason to doubt whether the Guest will perform his obligations vis-à-vis NAZKA properly and/or in time, the Guest is obliged to make a down payment at NAZKA's first request, in order to provide security for the performance of his obligations. The amount of this down payment will be determined by NAZKA and is no more than the amount that the Guest is reasonably expected to owe after execution of the agreement by NAZKA.
2. In the case of an agreement with a Guest that relates to a Company of 4 persons in total, or more (so including the Guest, 4 persons or more), or when an agreement must be executed during a public holiday or during a special offer, NAZKA will always require a down payment in advance.
3. If the Guest fails to make a down payment after receiving a request to do so, NAZKA is authorized to suspend or terminate the execution of the agreement, without this cancelling the Guest's obligations and without this resulting in NAZKA being obliged to pay any compensation to the Guest and/or his Company.

Article 6 Cancellation/amendment

1. In respect of an agreement with NAZKA for the consumption of drink and/or food in a Restaurant, the Guest can:

I) if the Guest and his Company consist of no more than 8 persons:

a) amend or cancel this agreement on the day before 12.00 a.m., if the agreement relates to an afternoon lunch.

b) amend or cancel this agreement on the day before until 3 p.m., if the agreement relates to an evening dinner.

c) amend or cancel this agreement up to 48 hours before the agreed time at which the agreement will be executed, if the execution of the agreement will take place on a public holiday or during a special offer. The provisions under I) point a) and point b) therefore do not apply to a public holiday or special offer.

II) if the guest and his Company consist of 9-30 persons:

a) amend or cancel this agreement up to 14 days before the agreed time at which the agreement will be executed.

b) amend or cancel this agreement up to 7 days before the agreed time at which the agreement will be executed. In that case, the Guest will owe 25% of the reservation value per originally agreed person who will not attend.

c) amend or cancel this agreement up to 48 hours before the agreed time at which the agreement will be executed. In that case, the Guest will owe 50% of the reservation value per originally agreed person who will not attend.

III) if the Guest and his Company consist of 30 persons or more:

a) amend or partially cancel this agreement up to 25% of the number of persons originally agreed up to 31 days before the agreed time at which the agreement will be executed.

b) amend or partially cancel this agreement up to 20% of the number of persons originally agreed between 21 and 31 days before the agreed time at which the agreement will be executed.

c) amend or partially cancel this agreement up to 15% of the number of persons originally agreed between 14 and 21 days before the agreed time at which the agreement will be executed.

d) amend or partially cancel this agreement up to 10% of the number of persons originally agreed between 7 and 14 days before the agreed time at which the agreement will be executed.

2. If the agreement is not amended or cancelled by no later than the time referred to in paragraph 1 under I), II) or III), the Guest will owe NAZKA 100% of the turnover guarantee agreed per person originally agreed with the Guest who does not attend.
3. The compensation referred to in paragraph 2 is not due if NAZKA has the table(s) in the Restaurant made available by the cancellation filled by other guests at the time agreed with the Guest.
4. Without prejudice to the provisions of paragraphs 1 and 2, if NAZKA has agreed on a Turnover Guarantee with the Guest, the Guest can:

I) amend or cancel an agreement with NAZKA up to 30 days before the agreed day on which the agreement will be executed.

II) amend or cancel an agreement with NAZKA up to 14 days before the agreed day on which the agreement will be executed. In that case, the Guest will owe an amount of 50% of the Turnover Guarantee pro rata to the number of originally agreed persons who will not attend. The remaining Turnover Guarantee pro rata to the number of persons who do attend will apply in full.

III) amend or cancel the agreement with NAZKA up to 14 days or less before the agreed time at which the agreement will be executed. In that case, the Guest will owe NAZKA 100% of the agreed Turnover Guarantee pro rata to the number of originally agreed persons who will not attend. The remaining Turnover Guarantee pro rata to the number of persons who do attend will apply in full.

5. If the Guest has made a down payment as referred to in Article 5, the Guest and his Company are deemed not to have appeared as referred to in Article 6, paragraph 2, if the Guest has failed to arrive at the Restaurant 45 minutes after the agreed time. If the Guest has not made a down payment, the Guest and his Company will be deemed not to have appeared after 20 minutes. In that case, NAZKA is released from all its obligations and the Guest will owe the compensation referred to in Article 6, paragraph 2.
6. If a menu has been agreed with the Guest, NAZKA is authorized to change this after consulting with the Guest, provided NAZKA offers the Guest an equivalent alternative.
7. NAZKA is authorized to change the agreed Restaurant, provided it offers the Guest an equivalent alternative. The Guest can refuse this alternative, in which case the agreement between the parties will be terminated, without either party owing the other party any compensation.

Article 7 Payment

1. Without prejudice to the provisions of Article 5 concerning down payments, the Guest must pay the amount due by him, on the basis of an agreement for the consumption of drink and/or food in a Restaurant, immediately after NAZKA has executed the agreement and therefore before the Guest leaves the Restaurant. Payment takes place by credit card or debit card.
2. For agreements other than those referred to in the previous paragraph, there is a payment term of 21 days for NAZKA's claims. If and insofar as the Guest fails to pay in time, the Guest is in default without any notice being required.

Article 8 Validity of Gift Card

1. To prove his purchase, the Guest must keep the original invoice of the purchase of the Gift Card.
2. The Gift Card cannot be exchanged for money.
3. The Gift Card is valid up to two years after the date of issue, after which any balance expires.

Article 9 Liability of NAZKA

1. NAZKA is never liable for any damage of the Guest and/or his Company.
2. If paragraph 1 does not apply, NAZKA is only liable for direct financial loss. NAZKA is never liable for other direct, indirect or consequential loss (including but not limited to lost profits, loss of clients, goodwill, reputation, trading loss or loss of contracts, or lost savings).
3. If paragraph 1 does not apply, NAZKA's liability is limited to twice the amount owed by the Guest to NAZKA.
4. If paragraph 1 does not apply, without prejudice to paragraph 3, NAZKA's liability is limited by the amount covered and actually paid out in the relevant case by NAZKA's liability insurance, plus the excess.

Article 10 Complaints

1. The Guest can no longer claim that NAZKA's performance does not fulfil the agreement if the Guest has not informed NAZKA of this in writing immediately or, if this is not reasonably possible, within 21 days after the Guest discovered this or should reasonably have discovered this.
2. All claims vis-à-vis NAZKA expire if these have not been submitted to the competent court within 18 months after the time at which the Guest became aware of them or reasonably could have been aware of them.

Article 11 Applicable law and disputes

1. Agreements with NAZKA are exclusively governed by the law of the Netherlands.