

General terms & conditions

Terms & conditions

1 Definition of Terms

In these terms and conditions the following words have, unless the context requires otherwise, the following meanings:

1.1 Con Questa: Con Questa is the trade name of Concierge Netherlands B.V., a private company with limited liability incorporated under the laws of the Netherlands, registered at the Chamber of Commerce Amsterdam, The Netherlands, under no. 58606424, having its registered office at Amsterdam, the Netherlands.

1.2 the Client: each person and/or company that requests Con Questa to provide services and/or each person and/or company that requests Con Questa to make an offer to provide Services.

1.3 Parties: Con Questa and Client together.

1.4 Agreement: the agreement, also called 'Membership', between Con Questa and Client with respect to the Services to be provided by Con Questa.

1.5 Term & Conditions: these terms and conditions.

1.6 Services: all services to be provided by Con Questa upon request of the Client.

1.7 Third Party Suppliers: the third party suppliers that Con Questa involves and/or contracts to perform the Services.

1.8 Third Party Services: the services to be provided by Third Party Suppliers.

1.9 Fee: the fee to be paid by Client to Con Questa as mentioned (i) in the confirmation of the request of Client to provide Services and/or (ii) in the offer made to Client and accepted by Client.

1.10 Intellectual Property Rights: all copyrights, neighbouring rights, trademark rights, database rights, patents, trade names, designs, and all other similar proprietary rights which exist in any part of the world together with (a) all applications and rights to apply therefore and (b) all renewals, extensions and revivals thereof.

1.11 Executive staff: The board of directors of Con Questa.

1.12 Website: The Con Questa Website; con-questa.com

1.13 App: The Con Questa App.

1.14 Web Privacy Notice: The drawn up Con Questa Web Privacy Notice for the use of the Website and App.



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2. General

2.1 These Terms and Conditions apply to the Agreement and any and all offers made by Con Questa.

2.2 Any provisions that deviate from these general terms and conditions – including any general terms and conditions and special terms and conditions applied by the Client – will apply only if and insofar as Con Questa has explicitly accepted them in writing.

2.3 Con Questa reserves the right to unilaterally amend these general terms and conditions. An amendment will not enter into effect until 7 days after the amendment took place. The notification of the amendment to the Client has no prescribed form. Client can review the most current version of the general terms and conditions at any time at the website.

3 The Agreement and Third Party Suppliers

3.1 The Agreement comes into effect at the moment that (i) Con Questa has confirmed the request of the Client to provide Services and/or (ii) Con Questa has received an acceptance of the Client of an offer made to the Client and/or (iii) Parties give effect to the Agreement in any other way.

3.2 Con Questa is permitted, in consultation with the Client, to involve and/or contract Third Party Suppliers to perform the Services in name of the Client.

3.3 Con Questa cannot guarantee the level of services provided by Third Party Suppliers (e.g. hotels, restaurants, private plane operators, boat, coach and bus operators etc.) and is never responsible or liable for any unsatisfactory performance by a Third Party Supplier and/or accidents / damages caused by a Third Party Supplier to the Client or clients of the Client.

3.4 In the event that a Third Party Suppliers agreed upon by the Client needs to be changed on a last-minute basis because of a lack of availability (restaurants, bars etc.) or for restrictions of time, Con Questa will make its best efforts to find a comparable Third Party Supplier and will inform the Client about this. If this alternative service entails additional costs, Con Questa will point this out to the Client. If the Client refuses the alternative, Con Questa is not obliged to find another Third Party Supplier and Con Questa is not liable for any damages of the Client as a result of the impossibility to perform (a part of) the Services.

3.5 If Con Questa is of the opinion that a request of the Client and/or a client of the Client for Services is illegal (in any relevant jurisdiction) or immoral, Con Questa will alert the Client to that effect and is obliged to refuse to provide further Services.

4 Fees and costs

4.1 All Fees and other costs to be paid by the Client to Con Questa are exclusive of VAT, unless stated otherwise.

4.2 All Fees and other costs have to be paid by the Client within 14 (in words: fourteen) days after the date on the invoice, unless agreed in written otherwise.

4.3 All payments by the Client to Con Questa have to be made to IBAN number NL27RABO0105081124 of Concierge Netherlands B.V., (SWIFT CODE/ BIC : RABONL2U) at



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the Rabobank N.V. in the Netherlands for the attention of Concierge Netherlands B.V., stating the invoice number, or have to be paid by credit card to Concierge Netherlands B.V..

4.4 Without prejudice to any other right or remedy that Con Questa may have, failure to pay Con Questa on the due date results in additional legal interest charges. Furthermore Con Questa will be allowed to charge the Client extra-judicial collection costs which amount will at least 15% of the principal sum owed.

4.5 Con Questa holds the right to raise the membership fees with €10,- per month excl. VAT. Con Questa will always inform the Client when such situations occur.

5 Term and termination

5.1 Con Questa is no longer obliged to fulfil its obligations under this Agreement if it has become impossible, practically unfeasible, unsafe to provide (part of) the Services and/or in all events which are beyond the control of Con Questa to this Agreement and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by Con Questa.

Such events shall include

an act of God;
fire;

a riot or other demonstration or revolt in, around or in the vicinity of the location(s) where part of the Services have to be provided or elsewhere if such hampers the transport of goods or people to the location(s) where part of the Services have to be provided;

a strike, lock out or other problems relating to personnel of Con Questa;

a decision, writ, or regulation issued by a legal institution, government agency or public body;

an act of war or terrorism;

the absence of electricity or other essential provisions;

extreme weather conditions; or

any other circumstance beyond the control of one of the Parties.

5.2 In addition to Article 5.1 Con Questa may, without any liability, terminate the Agreement by immediate effect upon written notice to the Client:

in the event that Client fails to fulfil its obligations under this Agreement and still fails to do so and/or the Client commits any breach of any of the provisions in this Agreement and fails to cure this breach within seven (7) days despite a written notice of default, or if the term until the start of the Services is not seven (7) days anymore: within the shorter term determined by Con Questa, such unless fulfilment has already become permanently impossible, in which case no notice of default is required; and/or

if a petition for a suspension of payments or a petition for bankruptcy has been filed against the Client or the Client has been granted suspension of payments or his declared bankrupt; and/or

in case of the the Client being a natural person: the Client dies, is placed under guardianship or the Client Debt Rescheduling Natural Persons Act ("Wet Schuldsanering Natuurlijke Personen") has been declared applicable to the Client; and/or

if there is sufficient reason for us to believe that the Client has made an arrangement with its creditors, or have otherwise taken the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) have convened a meeting of creditors (whether formal or informal), or entered into liquidation whether



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voluntary or compulsory, or a resolution is passed or a petition presented to any court for the winding-up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; and/or

if the Client has ceased paying its creditors or if it can be assumed that the Client is no longer going to be able to pay its creditor.

5.3 The Agreement provided by Con Questa to the Client has a notice period of three months before the end of the Agreement. When the Client has not terminated the Agreement Con Questa holds the right to extend the Agreement with 1 (one) year under the same conditions. Con Questa will send a new invoice for the extended Agreement.

6 Intellectual Property Rights

6.1 The Client acknowledges that all Intellectual Property Rights made available to it in respect of this Agreement and/or the Services (and all related thereto, such as design and software) are the property of Con Questa and/or its licensors. Nothing in this Agreement is intended to transfer any Intellectual Property Rights to the Client and/or third parties engaged by the Client and/or clients of the Client.

6.2 The Client is not allowed to engage in any acts that may infringe Intellectual Property Rights.

7 Con Questa Website and App

7.1 The Client can use the Con Questa Website; con-questa.com (hereinafter; “the website”) or download an app of Con Questa (hereinafter; “the app”) to make use of the Services.

7.2 By using the website or downloading the App, the Client gives permission to Con Questa to gain insight in the privacy- and equipment data of the Client and to send „push-messages“. The client can always withdraw its permission to gain insight privacy data and/or to receive „push- messages“.

7.3 Con Questa will only use the privacy- and equipment data of the Client to perform and improve the Services. Personal data of the Client are treated with the utmost care and security and in line with Dutch legislation concerning privacy protection and the Dutch Telecommunication Act. The Con Questa Web Privacy Notice applies to the use of the website and/or the App, The Web Privacy Notice are available on our website and will be sent to you on request free of charge.

8 Liability and indemnification

8.1 Con Questa is not liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from (i) the Services requested, supplied or sourced by or to the Client and/or the Clients reliance upon the information and suggestions provided by Con Questa in the course of handling any requests by the Client, unless such damages are caused by the willful intent of gross negligence on the part of executive staff of Con Questa.

8.2 Con Questa is not liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the use of the website and/or the App unless such damages are caused by the willful intent or gross negligence on the part of executive staff of Con Questa.



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8.3 Con Questa is never liable for any health-related situation of any of the persons participating in the Services or for any aspect of the behavior or actions of individual persons participating in the Services that may present problems during the Services (to be provided by Con Questa). Con Questa assumes that all persons participating in the Services and/or the Client has obtained the necessary insurance for these purposes and will be liable for the individual and collective behavior and actions of these persons during the Services.

8.4 Con Questa is never liable for (i) loss of profits (ii) loss of business (iii) loss of goodwill and/or similar losses (iv) loss of anticipated savings (v) loss of goods (vi) loss of contract (vii) loss of use (viii) loss of corruption of data of information (x) (other) pure economic loss (xii) and/or any special indirect, consequential, costs, damages and/or charges.

8.5 Con Questa is never liable to the Client or to any Third Party Supplier for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by Client which are incomplete or incorrect, or any loss of profits, loss of business, or charges or damages incurred by the Client arising from any other fault of the Client (e.g. damages incurred by any members by the Clients group at any of the locations including hotels and restaurants and bars where such damages are charged by the relevant Supplier and where the relevant Supplier(s) demand payment and/or compensation for such damages caused).

8.6 Con Questa is never liable to the Client if Con Questa is prevented from or delayed in performing its obligations or from carrying on its business by events beyond its reasonable control including acts, events, omissions or accidents beyond our reasonable control, strikes, lock-outs or other industrial disputes (whether involving Con Questa workforce or any other party), failure of a utility service or transport network, act of God, war and terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Third Party Suppliers or sub-contractors.

8.7 The Client is obliged to pay to Con Questa, on demand, all reasonable costs, charges or losses sustained or incurred by Con Questa (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client and/or from third parties engaged by the Client and/or from the Client fraud (actual or attempted), negligence, failure to perform or delay in the performance of any of the Clients' obligations under this Agreement, subject to Con Questa confirming such costs, charges and losses to the Client in writing.

8.8 Any liability of Con Questa shall at all times be limited to the amount paid out in the case concerned under the liability insurance of Con Questa, plus the deductible that is for the account of Con Questa under such insurance. If and to the extent that no amount is paid out the insurance and liability of Con Questa has been established, such liability is limited to 50 % of the Fee mentioned in Article 1.9.

8.9 The website of Con Questa, con-questa.com, may contain hyperlinks to websites of Third Party Suppliers and/or other third parties. Con Questa is not liable for the use or the content of the websites containing a hyperlink to the website (or the website related thereto).

8.10 Con Questa is not liable to clients of the Client. The Client indemnifies and will hold Con Questa harmless from any claims of clients of the Client.



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9 Confidentiality

9.1 The Parties are not permitted, either during the term of the Agreement or after its termination, to communicate with third parties about the Agreement, in whatever way, whether directly or indirectly, or to disclose knowledge or data relating to this Agreement and/or to the company of the other Party, such in the widest sense of the word.

9.2 The obligation referred to in Article 9.1 does not apply in so far as:

such communication or disclosure is required in connection with the fulfilment of the obligations on account of this Agreement;
such communication or disclosure is obligatory on the basis of legislation and regulations, a legal judgment or government decision has been declared enforceable;
the information concerned was already legally available to the public before the communication or disclosure in question;
said Party has asked the other Party for written permission for the communication(s) and/or disclosure in question, and has acquired said permission, prior to the communication(s) or disclosure concerned.

9.3 In the event of the situation as referred to above in Article 3.4, the Party in question is obliged to impose the same obligation of confidentiality on the third parties it engages.

10 Miscellaneous

10.1 Changes to this Agreement are only possible in writing and with the agreement of both Parties.

10.2 The titles of the articles in this Agreement are solely for the sake of convenience and do not bear any contractual or judicial meaning.

10.3 If one or more of the provisions contained in these general terms and conditions are null and void or nullified, the remaining provisions contained in these general terms and conditions will continue to apply in full. In such cases Con Questa will format new provisions to replace the provisions that are null and void or that have been nullified, in which context the intention and purport of the original provision will be taken into consideration to every extent possible.

11 Choice of law and jurisdiction

11.1 All legal relationships and any disputes resulting from, or related to, this Agreement are exclusively governed by Dutch law.

11.2 Any disputes resulting from this Agreement will, in the first instance, be submitted to the competent court in Amsterdam, the Netherlands, unless Parties agree upon alternative dispute resolution like arbitration, binding third party ruling ("bindend advies") or mediation.

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