

# Terms & Conditions per January 2024

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## Terminology

- A. **The Courtesan Club** (hereinafter referred to as **TCC**): the company which mediates between Client and Courtesan for the purpose of establishing a temporary personal services agreement.
- B. **TCC** is registered in the trade register under number 33299202 and/or its legal successors.
- C. **Client**: legal entity /natural person with a minimum age of 18 years who wishes to make, or has made, a booking with TCC.
- D. **Client relation: the term Client** also includes **Client Relation** for which Client makes or has made a booking. A booking for a Client Relation is subject to the approval of TCC. Client shall inform TCC of the name and age of Client Relation.
- E. **Courtesan**: the personal service provider with a minimum age of 21 years mediated by TCC who provides the Ancillary Service/executes the Booking.
- F. **Booking**: the agreement to provide services and all other agreements between Client and TCC. These services consist of companionship, which may be of an erotic and/or

platonic nature. The content of the Booking will at all times be decided by Client and Courtisan but in particular by Courtesan.

- G. **Booking Confirmation:** a confirmation from TCC, made to and accepted by Client, both verbally and/or in writing, in which the agreements between TCC and Client regarding the Booking are established-
- H. **International Booking:** any booking made, or to be made, outside of The Netherlands.
- I. **Booking Request:** any request made by a (potential) Client to TCC via the Website, email, telephone, text message, concierge services or any other means of communication, in which Client intends to use the services of TCC, or considers doing so.
- J. **Parties:** Client and TCC (whereby TCC represents Courtesan, but does not act in her name and is therefore not liable for her actions and/or omissions).
- K. **Website:** the Website of TCC with the domain name <https://thecourtesanclub.com>
- L. **Chamber of Commerce** in Amsterdam: hereinafter referred to as the **Chamber** of Commerce.
- M. **Additional Services:** These are additional services which Courtesan can offer to Client for which a surcharge may be applicable. An example is role play with costume.
- N. **External services:** A service rendered for the benefit of, but not forming part of the Booking, for which TCC charges a fee to Client. Examples of external services are: a hotel reservation made by TCC on behalf of Client; a Courtesan checking into a hotel on behalf of Client.
- O. **External costs:** If any services/products must be purchased by TCC on behalf of Client and his/her Booking, these will be charged to Client with a surcharge of 21% VAT. Examples of external costs are airline tickets, visas and other travel documents, taxis abroad, airport transfers and accommodation.

## Article 1- Applicability

- A. These General Terms & Conditions (**GTC**) **apply** to all offers made by TCC, and to any services and Bookings and all related legal relationships. Deviations from these GTC only apply if and insofar as these have been expressly approved by TCC in writing.
- B. TCC is at all times entitled to **amend** and unilaterally **change** the content of these General Terms and Conditions. In that case, the latest version of these General Terms and Conditions will always apply, provided that the Booking, additional services and/or offers have been made 'after the amendment.
- C. The applicability of any General Terms which Client him/herself wants to bring in, is expressly excluded.
- D. At the time of the conclusion of each Booking and/or Additional Services, it is deemed that Client has agreed to the exclusive applicability of these GTC, unless both Parties explicitly agree otherwise in writing.
- E. If one or more of the conditions of these GTC are null and void or should be annulled, the remaining conditions of these GTC shall remain in full force and effect. TCC and Client will then examine in order to agree to new terms which will replace the obsolete terms, taking into account, as far as possible, the objective and relevance of the original conditions.
- F. A Client who has already concluded a Booking with TCC is deemed to **tacitly agree** to the applicability of these GTC to subsequent Bookings and/or services of any nature whatsoever provided by TCC.
- G. If Client makes a booking on behalf of a Client Relation, Client is required to hand over these GTC to Client Relation or to refer him/her to the GTC on TCC's website before the booking is confirmed. Client Relation is presumed to be familiar with the contents of the GTC and to consent to them.

## Article 2 - Registration, Legality and Legal Relationships

- A. TCC is a legal escort agency registered with the **Chamber of Commerce** of Amsterdam under registration number 33299202. The Courtesan Club is a trade name of Senza Aracelly NV and registered as such in the trade register of the Chamber of Commerce.
- B. TCC operates in possession of the following **licence**: "*Exploitation licence for the prostitution business of the municipality of Amsterdam*" under number **ASD 08-1520**.
- C. TCC is located and **registered** in the municipality of Amsterdam.
- D. In the case of **electronic means of payment**, a general and neutral name shall be given for reasons of discretion.
- E. All TCC services are subject to **21% VAT**. The VAT number of TCC is NL8067.67.236.B01.
- F. Courtesan is at all times represented by TCC and of her **own free will**. She is a personal service provider who has asked TCC to mediate between Client and Courtesan for the purpose of establishing contact between them. There is no relationship of authority between TCC and Courtesan and therefore TCC has no control over the nature and content of Courtesan's activities and actions.
- G. Courtesan acts at her own discretion and under her own responsibility whereby TCC can never be held liable for any damage caused by the acts and/or omissions of Courtesan.
- H. Article 11 of the Constitution states: "*Everyone has the right to the inviolability of human dignity, bar any limitations imposed by or in accordance with the law*". This implies that it is laid down by law that the performance of sexual acts of any kind can never be enforced.

## Article 3 - Client

### 3.1 Client requirements

- A. Client must allow Courtesan to be **contacted by** TCC at any time during a Booking.
- B. Client will provide **complete information** regarding the persons involved in the Booking at the time of the Booking and at least prior to the Booking, and submit this to TCC for approval.
- C. Client must be at least 18 years of age. If in doubt of Client's age, Courtesan may require Client to produce proof of identity, which Client must make available to Courtesan for inspection.
- D. Client may not be in possession of, nor under the influence of large quantities of **alcohol and/or (soft) drugs**, nor demand or try and persuade Courtesan to consume alcoholic beverages and/or (soft) drugs. The assessment of the above is entirely up to TCC and/or Courtesan and is conclusive and undisputable.

### 3.2 Client care

- A. When making a booking, Client undertakes to provide a high level of (personal) **care and hygiene**, paying particular attention to the following aspects;
  - a. Pubic area
  - b. Hands & finger nails
  - c. Feet & toe nails

- d. Armpit area
  - e. Dental area
  - f. Clothing
  - g. Hair
  - h. The location of the meeting
- B. Client is obliged to notify TCC and Courtesan at the time of the Booking Request, but in any case prior to the Booking, of any **medical** conditions that may affect the health of Courtesan.
  - C. At the time of the Booking Request, but in any case prior to the start of the Booking, Client undertakes to report his **medical condition or complaints** to TCC and Courtesan if, at the time of the Booking, his state of health may be such that medical intervention may be necessary. Examples of these are diabetes, heart complaints, etcetera.
  - D. By entering into an agreement with TCC, Client commits himself to the **safe sex policy** of TCC, whereby all sexual contact between Client and Courtesan is performed with protection. Client will refrain from encouraging, persuading or demanding Courtesan to abstain from using protection during oral, vaginal and/or anal sex.

### 3.3 Client conduct towards Courtesan during the Booking

- A. Client is at all times prohibited from **forcing** Courtesan into any action which is conflicting with the Booking and/or will or desire of Courtesan, and therefore not in accordance with the law.
- B. Client must at all times refrain from any form of **deception** or misrepresentation as to **his person** and the contents of the Bookings without which the Court may and/or would have made a different decision in regards to the Bookings.
- C. Client must at all times refrain from any (attempt to) deception, intimidation and/or any other act or omission that jeopardizes the **safety of** TCC and/or Courtesan engaged.
- D. The **first 30 minutes of the Booking** will be dedicated to verbal communication rather than to sexual activity. During this timeframe, Client will offer Courtesan at least one drink.
- E. Client must provide Courtesan with a **(light) meal** if one of the following timeframes falls entirely within his/her Booking, with a minimum of three meals per 24 hours:
  - a. From 08:00 - 11:00
  - b. From 12:00 - 15:00
  - c. From 17:00 - 21:00
- F. For Bookings of 24 hours or more, Client must grant Courtesan a minimum of two hours of undisturbed private time, the content and form of which is to her sole discretion. Courtesan must also be able to enjoy a **minimum of six hours** of undisturbed sleep per 24 hours.
- G. In the case of a Booking of 24 hours and more with a couple, the couple shall ensure to offer Courtesan an independent, private bed so that she can enjoy at least 6 hours of undisturbed sleep.
- H. A Booking can never end between 03:00 a.m. and 08:00 a.m.
- I. If the Booking includes the period from 03.00 to 08.00, Courtesan must enjoy undisturbed sleep during these hours

### 3.4 Confidentiality and Privacy

- A. TCC and Courtesan will treat all **information** provided by Client before, during and after the Booking as **confidential**.
- B. Client must treat all information provided by Courtesan before, during and after the Booking as confidential.

- C. Client shall not make any **photographic, audio or video** recordings of Courtesan. In case of suspected recordings, Courtesan is free to confiscate the media carriers and Courtesan and/or TCC may file a report with the appropriate authorities.
- D. Courtesan will not make any **photo, audio or video recordings** of Client.
- E. Client shall refrain from asking Courtesan her **true identity** or making any other attempt to obtain it.
- F. Client shall refrain from perusing, or attempting to peruse and/or embezzle Courtesan's **personal property**. He will also refrain from copying or appropriating the contents of any information carrier.
- G. Client shall never disclose in **publications**, in any form whatsoever and on any media carrier whatsoever, information that could lead to the risk that Courtesan's true identity could be revealed due to such **publications**.
- H. Client shall never **contact** a Courtesan **directly**, exchange contact details or disclose them to Courtesan without a priorly written and expressed consent from TCC.
- I. Client shall at any time allow Courtesan to use the **toilet and bathroom in privacy** and give Courtesan the right to close the door during use.

### 3.5 Client negligence

- A. If Client fails to comply with a provision as referred to in Article 3, Client will be given a one-off opportunity to correct this within a reasonable period of time. The time dedicated to this process will be at the expense of Client. If Client is unable or unwilling to comply with the provision, this will constitute grounds for immediate termination of the Booking, without any entitlement to a refund.
- B. If Client has **spent time** with a Courtesan **without the mediation** or knowledge of TCC in breach of the regulations of Article 3, Client will instantly owe TCC a fee of at least 24 hours in accordance with the prices as stated on the website.
- C. **Failure of** Article 3.1 paragraph D: The assessment thereof is at the discretion of Courtesan and/or the management of TCC. Once determined that acceptable and/or safe conduct no longer exists, the Booking will be terminated instantly, without entitlement to a refund.

## Article 4 - The Booking

### 4.1 The Establishment of the Booking

- A. All quotations and offers made by TCC are **free of obligation**, unless otherwise stated in the quotation or offer. For all quotations and confirmations, the prices stated on the website are valid. If an erroneous quotation is made by mistake, it will be deemed not to be valid.
- B. A Booking is only confirmed once Client has explicitly **accepted** the invitation to confirm the Booking. TCC's **Booking Confirmation** is considered to reflect the Booking correctly and completely.
- C. The Booking replaces all previous proposals, correspondence, agreements or other communication done in writing or done verbally.
- D. Courtesan and TCC have the right to **refuse** a Booking Request at any time, without the need to give a justification or explanation.

### 4.2 The Course and Financial Settlement of the Booking

- A. A Booking always commences at the moment that Client and Courtesan **meet**, regardless of location.
- B. Any **time spent on travelling** after the commencement of the booking is always part of the booking duration itself.
- C. If Client has not paid the Booking fee prior to the Booking, **payment** will be made **within ten minutes** after the Booking starts.

- D. For reasons of **discretion**, **payment** must be made in the presence of Client in the privacy of the hotel room.
- E. If Client wishes to meet or is compelled to **meet** Courtesan in **public**, they will immediately proceed to the privacy of Client's accommodation in order to make the payment there.
- F. If payment for the Bookings is in **cash**, Client must hand the money over to Courtesan **in the exact amount** and preferably in an envelope. Client can **never** demand any **change**.
- G. As soon as the payment has been made, Courtesan informs TCC.
- H. Ten minutes before the end of the agreed duration of the Booking, Courtesan will receive a notification from TCC after which Client and Courtesan may (again) decide to terminate or extend the Booking.
- I. If Client and Courtesan decide to **extend** the Booking, the extended time is to be paid for immediately, but at the latest at the commencement of the extended time.
- J. The last ten minutes of the booking Client shall allow Courtesan to freshen up in privacy and leave the location.

### 3. The travel expenses, the minimum duration and other requirements of the Booking

- A. The minimum booking time depends on the actual travel time to Client's location. It is calculated on a one-way basis. Travel time when the booking is outside of Courtesan's residence:
  - a. up to 30 minutes: minimum booking duration 2 hours
  - b. 31 minutes to 1,5 hour: minimum booking duration 3 hours
  - c. 1,5 to 2 hours: minimum booking duration 4 hours
  - d. more than 2 hours: minimum booking duration 5 hours
- B. Travel expenses depend on the distance between Client's address and Courtesan's address. It is calculated on a one-way basis.
  - a. If Client meets courtesan at her residence, then no allowance for travel expenses will apply.
  - b. If Client meets Courtesan outside her place of residence, then an allowance for travel expenses of €1 per kilometer, the distance being calculated from door to door, one way.
  - c. If Courtesan travels by public transport to Client's, outside her place of residence, the allowance for travel expenses is calculated as follows:
    - i. € 1 per kilometer from Courtesan's home address to the train station closest to Client's location
    - ii. €3 per kilometer from the train station closest to Client's location to Client's location.
    - iii. Travel costs are always rounded up to the next ten.
    - iv. If the Client's location is very difficult to reach, or the booking ends so late that it is no longer possible for courtesan to travel back by public transport, TCC reserves the right to adjust the allowance for travel costs
    - v. The above travel costs do not apply when Courtesan travels to Belgium by Public Transport. In this case, the price of the tickets will be charged, plus 21% VAT.
- C. Client is (co-)**responsible** for ensuring that the previously agreed **duration of** the Booking is **not exceeded**. If the agreed booking period is exceeded by more than ten minutes, it will be assumed that Client has booked an extra hour, and the provisions regarding extension as referred to in Article 4.5 Paragraph D will therefore apply.
- D. The aforementioned article does not apply in the case that Client **has made it clear to** Courtesan that the pre-arranged duration of the Bookings has been exceeded or is

likely to be exceeded and Client has in any way indicated to Courtesan that he **does not wish to renew** the Bookings and Courtesan has failed to comply.

- E. Bookings should only be made in **hygienic and well-maintained dwellings**, or a hotel or accommodation with a level of at least four stars. An **exception** can be made for a three star hotel if the hotel room is provided with clean bed linen and a bathroom with at least a shower, running water, a private toilet, soap and towels. If Client intends to have the booking made in a three-star hotel, this must always and explicitly be submitted to TCC for approval.
- F. The **location** of the Booking should **not jeopardize the** well being of Courtesan.
- G. During the Booking, **only those persons** for whom an explicit Booking has been made and who are mentioned in the Booking Confirmation are allowed to be present at the agreed location.

#### 4.4. Types of Bookings

- A. **Single Bookings:** prices are stated on the Website in the overview of rates. These apply to both bookings made in advance as well as for extended hours. If an extension is only decided in the last hour, a surcharge applies, see below under 4.5 Paragraph D.
- B. **Couple bookings:** prices are stated on the Website in the overview of rates. In the event that a couple who wants to book a courtesan, has sex in the 24 hours prior to the booking, they are required to use protection (condom) for reasons of hygiene for the sake of Courtesan. .
- C. **Kinky Bookings:** in order to make a Kinky Booking, Client must comply with the conditions stated on the Website under "Kinky Bookings". Furthermore the following conditions apply on Kinky Bookings:
  - a. Client is expected to read and follow all the guidelines, complete the questionnaires and be aware of all the risks that a Kinky booking may entail.
  - b. In the case of a Kinky Booking, Client is always required to pay a deposit of 20% of the Booking Fee.
  - c. Client is expected to accept these risks consciously and to bear any consequences and dangers of a kinky booking at his own expense.
  - d. Client must at all times respect and comply with all decisions of the Courtesan.
  - e. Client must keep himself constantly informed of the state of mind and health of Courtesan. If Client suspects these are at risk, then Client must immediately contact TCC and/or consult a medical specialist.
  - f. Both Client and Courtesan take the precautionary measures set by TCC and follow the guidelines.
  - g. Neither TCC nor Courtesan is liable for any form of material or immaterial damage as a result of a Kinky Booking. At the least any form of liability on the part of TCC is excluded.
- D. **Carte Blanche (CB):** Carte Blanche is a form of credit whereby Client has deposited a fixed credit amount into the bank account of TCC. He will then not have to determine the duration of the Booking in advance but can spend unlimited and undisturbed time with Courtesan (within the limits of his credit). TCC then calculates the amount at the end of the Booking, based on the number of hours spent. Client's credit will then be reduced by this amount. Any possible travel or other expenses will be charged separately and never deducted from the CB

The following applies to the Carte Blanche:

- a. Client can choose one of the following insertion values:
  - 1. 9,750 euros deposit worth 10,000 euros
  - 2. 14,500 euros in deposits worth 15,000 euro's
  - 3. 19,000 euros in deposits worth 20,000 euros
- b. The chosen credit will be parked by TCC on a separate bank account.

- c. The following conditions apply to Carte Blanche:
  - CB is non-refundable
  - CB does not apply to International Bookings
  - The prices are as stated on the website at the time of booking.
  - The credit is valid for two years
- E. **Companionship only (C-O):** C-O is a type of arrangement in which Courtesan and Client refrain from any other physical and/or erotic contact. The following conditions apply to C-O:
  - a. Bookings are to take place in public for the entire duration.
  - b. A minimum booking duration of three hours is applicable to C-O.
  - c. All the provisions of Article 3 and Article 4 also apply to C-O while taking into consideration that if Client does not have the option of handing the fee discretely to Courtesan, the payment must be transferred into TCC's bank account at least four hours prior to the Booking.

#### F. Packages

- a. A package is a booking of at least three hours to which a discount applies.
- b. The packages are subject to the following **conditions**:
  - 1. Packages can follow each other up, but do not overlap
  - 2. A package can always be expanded or extended with private hours.
  - 3. In the event that a packages is extended with private hours, it is handled in the following way:
    - the same amount increase will be applied as for an extension of a regular number of private hours, whereby the number of private hours in the package is the starting point.

### 4.5 Rates and Changes in Prices

- A. **VAT:** All TCC services are subject to 21% VAT. The prices for bookings, reservations and travel costs in the Netherlands as stated on the Website are always in euros and include VAT, unless stated otherwise.
- B. **Rates:**
  - a. All current rates of TCC are listed on the Website under 'rates'.
  - b. TCC is entitled to increase the rate in the event of an **increase in** one or more **cost price factors** and/or other costs that are necessary and/or relevant for the execution of the Booking.
  - c. Any additional wishes on behalf of Client that require TCC to carry out **more work** or incur **more** costs than could reasonably be expected at the time of entering into the Booking are grounds for **increasing the** applicable rate.

#### C. Deposits:

- a. In the event that a new Client wishes to receive a Courtesan, they must always make a deposit of 20% of the Booring Fee in the following cases:
  - 1. Client wishes to receive a Courtesan in a different (residential) location than and that of Courtesan
  - 2. Client wants to make a booking that starts outside the opening hours and Client cannot be verified within the opening hours
  - 3. There is insufficient time between Client's verification and the start of the booking.



4. Client makes a booking of more than 8 hours
  5. Client wants to make a consecutive amount of bookings in a short period of time.
- b. If a Client wants his meeting with Courtesan to commence in a public place, he must pay 50% of the Booking Fee
  - c. If the Booking requires Courtesan to take time off from her regular work and otherwise make adjustments to her availability, Client must always make a deposit. This is non-refundable regardless of the time of cancellation.
  - d. TCC always reserves the right to require a deposit in cases other than those listed above.

#### D. Extensions

Each time Client extends in the last hour, a surcharge of 50 euros per Courtesan will be charged on top of the total amount up to a maximum of 2 times the surcharge per booking.

- E. **Additional Services** These are additional services which Courtesan offers to Client and for which a surcharge may be applicable. An example is role play with costume.
- F. **External services** that are not part of the Booking:
  - a. Hotel reservation: in the case that TCC makes a hotel reservation on behalf of Client, an amount of 75 euros will be charged.
  - b. Check-in service: in case Courtesan has to check-in to a hotel for the purpose of the Booking, a fee of 75 euros will be charged.
- G. **External costs**: In the event TCC books a hotel room on behalf of Client, Client shall pay these costs in advance including a 21% surcharge on top of the purchase price.
  - If TCC books a room on behalf of Client, TCC **will where possible opt for a room that can be cancelled free of charge**.

## 4.6 Payments

- A. Client shall inform TCC and/or Courtesan prior to both the Booking as well as the Extension of the Booking **which payment method** Client wishes to use.
- B. All payments must be made **prior to the Booking**, or at the latest immediately upon commencement of the Booking **and/or** extension, unless otherwise agreed in writing between the Parties.
- C. Whenever TCC receives an inquiry from a new Client, TCC reserves the right to require a deposit of at least 20% of the Booking Fee see article 4.5.
- D. TCC is entitled to request **additional security** from Client, in a form to be determined by TCC, if TCC is of the opinion that Client's financial position or payment behavior gives cause to do so.
- E. If Client **fails** to provide the security referred to in Article 4.6 (C) and (D), TCC will be entitled to suspend further execution of the booking at once and all fees owed by Client to TCC, for whatever reason, will be due instantaneously.
- F. At the request of Client or his company, TCC can draw up an **invoice** in PDF format and send it to Client by e-mail. The following provision applies:
  - The name TCC uses on its invoices is a trade name of TCC that is discreet and does not refer to escort activities.
  - Client can request the invoice until the end of the month following the date of booking.
  - The nature and content of the invoice must comply with the law.

- The services provided by TCC are of a personal nature and Client is aware of this.
  - Client is deemed to be familiar with the statutory provisions regarding tax deductibility of invoices. The tax authorities stipulate that if the personal benefit predominates, the costs are generally not tax-deductible.
  - Client shall refrain from any attempt at deception, fraud, forgery and any other violation of the law when handling the invoice supplied by TCC. Any request to TCC to cooperate in deception, fraud, forgery and any other violation of the law will be considered as solicitation and will be reported promptly.
  - If Client uses TCC's invoice to commit deception, fraud, forgery or other acts contrary to the law, TCC will hold Client liable for all direct and indirect damages.
  - TCC reserves the right to refuse to provide an invoice if it suspects that Client will use it to obtain a financial advantage based on deception, fraud, forgery or other acts contrary to the law.
- G. **Credit:** TCC gives Client the option of depositing a credit into TCC's third credit account so that the latter can act quickly on behalf of Client, for example in the case of a hotel reservation at Client's request or an International Booking.
- H. TCC **accepts** the following payment methods:
1. Cash payment in euros,
  2. Cash payment in foreign currency (US dollars and UK pounds only)
  3. Payment via debit card with the Maestro logo
  4. Payment by credit card with the logo Visa and Mastercard
  5. Bank transfer
  6. Tikkie (payment app)

**Ad a. Euros, denominations of 200 and 500 euro** are not accepted. Client must hand over the exact amount **due** to Courtesan. Client can never claim change money.

**Ad b. United States dollars or Pounds sterling.** A surcharge of 10 % applies for payment in United States dollars or Pounds sterling. The amount to be paid in Euros will be rounded to the next 50.

#### **Ad c. Debit card with the Maestro logo**

**Conditions** for using a debit card:

- Client can identify himself during the Booking with a valid **proof of identity**.
- The card is in the name of Client and provided with a **signature**.
- TCC accepts only Visa and Mastercard
- In the event of a **technical malfunction of** the available mobile ATM, Client shall cooperate with an alternative method of payment. The **costs** and **time** associated with this shall not be for Client's account.
- In the event that Client's **balance** is insufficient, the **debit card is not** working, and Client is unwilling or unable to cooperate with an alternative method of payment, Courtesan will leave the location within ten minutes of the commencement of the Booking. Client will have an obligation to pay TCC an amount equal to a one hour's company fee (375 euros) plus Courtesan's Travel expenses.

#### **Ad d. Credit card**

Conditions for using a credit card :

- When making payment with a credit card, a **surcharge** of 5% applies.

- Client can identify himself during the Booking with a valid **proof of identity**.
- The card is in the name of Client and provided with a **signature**.
- In the event of a **technical malfunction** of the available mobile ATM, Client shall cooperate with an alternative method of payment, the costs and time associated with this shall not be for Client's account.

- In the event that Client's **balance** is insufficient, the **credit card is not** working, and Client is unwilling or unable to cooperate with an alternative method of payment, Courtesan will leave the location within ten minutes of the commencement of the Booking. Client will have an obligation to pay TCC an amount equal to a one hour's company fee (375 euro) plus Courtesan's Travel expenses.

**Ad e. Bank transfer.** If it is a Client's first booking, the transfer must be made immediately in order to finalise the booking. Bank charges related to the bank transaction are for the account of Client.

**Ad f. Tikkie.** If it is a Client's first booking, the transfer must be made immediately in order to finalise the booking.

#### 4.7 Negligence and Delay

##### A. Negligence:

In the event of **failure to comply with** one or more of the provisions as referred to in **Article 4**, Client will be given a reasonable term within which Client will be given the opportunity to comply with the provision(s). Failure to do so will result in immediate termination of the Booking, without the right to any refund

##### B. Delay by Client:

- If Client informs TCC that he is delayed then the booking may be delayed, assuming Courtesan is not already en route to the booking and she agrees.
- If Courtesan is already en route, then the starting time will take effect 15 minutes after the original starting time.
- If Client **notifies** TCC **not until or after** the original starting time, all waiting time is part of the booking duration.

##### C. Delay by Courtesan:

- If Courtesan's arrival is **delayed by 30 minutes** or less, the Agreement will remain in effect and unchanged, and Client will not be entitled to cancel the Booking or change the minimum booking time. Cancellation will result in the payment obligation remaining in full force and effect and will not entitle Client to a refund.
- If the distance between Client's location and Courtesan's location is greater than 100 km and Courtesan is **delayed by 45 minutes** or less, the agreement will remain in effect and unchanged, and Client will not be entitled to cancel the Booking or change the minimum duration of the booking. Cancellation will result in the payment obligation remaining in full force and effect and will not entitle Client to a refund.
- If Client's Booking Confirmation and/or Verification has not been made more than four hours prior to the scheduled start of the Booking and Courtesan's arrival is **delayed by 45 minutes or less**, the Agreement will remain in effect and unchanged, and Client will not be entitled to cancel the Booking or change the minimum duration of the Booking. Cancellation will result in the payment obligation remaining in full force and effect and will not entitle Client to a refund.
- For b and c of this article to be applicable, Client must have been informed of the delay at least before the start of the Booking.
- If Courtesan does **not notify in time** that she has been delayed, then after the first 15 minutes of delay, Client can:
  1. make a cancellation free of charge.

2. make a proposal for a new (reduced) booking period if he still wants to continue the booking.

#### 4.8 Modification and/or cancellation by Client

##### A. Modification

- a. In the event Client wants to modify the Booking, he shall contact TCC as soon as possible and make sure that TCC has received and processed the change.
- b. Changes to both the form as well as the content of the Booking are only possible if TCC and/or Courtesan explicitly agree to this. If and to the extent that these changes entail additional costs, these must be paid for prior to the Booking.

##### B. Cancellation

- a. If Client cancels a Booking for which TCC has made **External Costs**, these will only be returned to Client if they are refundable
- b. The non refundable part will be added to any other **cancellation fees**.
- c. Client must notify TCC of cancellations by e-mail within the shortest possible period of time.
- d. In the event of a **cancellation within 24 hours**, Client must also inform TCC by telephone (during opening hours).
- e. If Client cancels a Booking, the following conditions apply:
  - i. Cancel/reschedule **more than 72 hours** before the start of the Booking:
    1. The first 2 times the Booking can be cancelled/rescheduled free of charge;
    2. The next time Client makes a Booking, a deposit of 20% of the Booking Fee will be requested.
    3. In case of repetitive rescheduling or cancelling Client will owe 20% of the Booking Fee
    4. Furthermore, repetitive rescheduling or cancelling will result in a request for prepayment of the full Booking Fee for a subsequent Booking.
  - ii. Cancel/Reschedule **72-6 hours** prior to the start of the Booking:
    1. Client will owe 20% of the Booking Fee
    2. The next time Client makes a Booking, a deposit of 20% of the Booking Fee will be requested
    3. Repetitive rescheduling or cancelling may result in prepayment of the full Booking Fee
  - iii. Cancel/reschedule **less than 6 hours** before the start of the Booking:
    1. Client will owe 100% of the Booking Fee
    2. Client can only book the next time under prepayment of the full Booking Fee
- f. **Cancellation within ten minutes after the start of the Booking:**
  - i. A Client who has **booked** with TCC **before**, has the right to terminate a booking within the first ten minutes of the booking without being obliged to pay any compensation in the case he is not satisfied with Courtesan he has a date with. Condition is that previous Bookings have been satisfactory both for Client as well as for Courtesans.
  - ii. A Client who **books** for the **first time** has the right to terminate the booking within the first ten minutes of the booking will be required to pay Courtesan a **compensation of 100 euros**. The following conditions apply:
    1. Client has informed TCC and/or Courtesan of his/her dissatisfaction immediately, but at the latest within ten minutes after the start of the Booking.
    2. Client has not touched Courtesan.
    3. The Booking takes place in the Netherlands
  - iii. A new Client may **cancel entirely free of charge** in case:

1. Courtesan has undergone a substantial change in appearance such that one can no longer speak of a reasonable, resemblance with her photographs and/or
  2. Courtesan shows reprehensible behavior, such that one can no longer speak of a high class escort and/or
  3. Her external grooming and clothing are such that one can no longer speak of a high class escort
  4. AND
  5. Client meets the conditions under f-i of this article.
- iv. If Client fails to comply with the above conditions, a cancellation within ten minutes of the commencement of the Booking will **not give cause for a refund** and the minimum Booking time plus travel costs must be paid to Courtesan.
- g. **After ten minutes from the start of the booking**
- i. Client will always pay the number of hours spent with Courtesan, but at least the minimum booking period, plus any **Additional Services, External Costs** and **External Services** as well as Courtesan's Travel expenses. The hour in which Client decides to terminate the booking will be taken into account in full.
  - ii. The amount agreed in the Booking Confirmation is reduced by the amount calculated under "g-i". Of the remainder, half will be refunded, but not returned.
  - iii. The amount to be refunded, calculated under "ii", will be settled with a next booking made by Client. Client must submit a request for this purpose with **TCC within 72 hours**. After this expires, the right to a refund will lapse.
  - iv. If no new booking is made by Client within one year, the refund obtained will expire.

#### 4.9 Cancellation and/or Modification by TCC and/or Courtesan

A. In the event of a change or cancellation, TCC will **contact** Client as soon as possible.

B. If:

- in the opinion of TCC and/or Courtesan, the protection of the identity, integrity and/or security of Courtesan cannot be guaranteed;
- or Client does not comply with the agreed terms and conditions of the Bookings (within the period set for that purpose), or if there are reasonable grounds for believing that Client will not comply with the agreed terms and conditions;
- **and** Client fails to comply with the provisions of Clause 3, even after TCC and/or Courtesans have given notice of negligence it becomes clear that Client does not intend, nor is able, to comply;

then TCC and/or Courtesan will at all times be permitted to cancel and/or amend a Booking and Client **will continue to be obliged to** pay the **minimum duration of** the booking plus possible travel costs.

C. If:

- a. Courtesan indicates that she is physically or mentally **incapable of fulfilling** the Booking or that the execution is contrary to the will, desire or comfort of Courtesan;
- b. there are circumstances in which TCC and/or Courtesan cannot reasonably be required to comply with the obligations under the Booking;
- c. **and** the Booking can **only** take place **under changed circumstances**;

then Client is permitted to cancel the Booking **free of charge**.

- D. In the event that a Booking is cancelled within the meaning of Clause 4.9, neither TCC nor Courtesan will be liable for any direct and/or indirect loss or expense incurred by Client.

#### 4.10 Provisions regarding Refunds

- A. If a Booking is cancelled by TCC because there are reasonable grounds to assume that Client will endanger **the image, the safety of TCC, or the companions represented by TCC**, or reveal the identity of one or more companions, Client will still owe the amount charged in full and there will be no right to restitution.
- B. There is no right to a refund of any amount if all services as agreed in the Booking Confirmation are **not used at the** initiative of Client during the carrying out of the Booking.
- C. **Price changes pursuant to** Article 4.5 do not entitle Client to dissolve the Booking (in whole or in part).
- D. If any of the provisions of Article 3 result in the Booking/s being only partially carried out by Courtesan, then there is no entitlement to a refund.

## Article 5 - International Bookings

### 5.1 Procedure in short

The procedure for making an International Booking is summarized as follows, unless explicitly agreed otherwise:

1. Client **requests** an International Booking with one or more Courtesans
2. TCC will make an **estimate of** the total costs, which consist of travel expenses applicable at that time, the applicable rate for the Booking and other costs.
3. TCC quotes a **down payment** to Client.
4. Once the quote has been approved by Client, the deposit will be transferred by bank within 24 hours, or as soon as possible.
5. After **receipt of** payment, TCC will book the trip and travel documents as soon as possible. If these travel costs have increased by more than 20% compared to the time of estimate, TCC will first submit the new amount to Client for approval, unless Client has agreed at the start of the process to any price increase of whatever amount.
6. Any necessary documents, including **visa** and visa waivers, will be applied for as soon as possible.
7. No later than 96 hours (four days) before the start of the Booking, the **balance** must be in TCC's account.
8. If the Booking request is done less than 96 hours before the Booking will take place, Client must immediately transfer the full amount for all estimated costs to TCC's bank account. In this case, TCC will immediately proceed to book the travel documents without first consulting Client.

### 5.2 Conditions in regards to an International Booking

- A. International bookings cannot be made in countries with negative **travel advice**.
- B. If it is Client's first International Booking, Client must provide TCC with a **copy/photo of his proof of identity**, as well as his **hotel reservation**.
- C. If Client who wishes to make an international Booking has **not previously** booked with TCC, the Booking can only take place in a **hotel and only within Europe**.
- D. TCC reserves the right to **refuse** an International Booking without giving reasons.

### 5.3 Requirements for the journey of the International Booking

- A. Unless stated otherwise at the explicit request of Client, a **refundable** or, if not possible (at the very least a flexible) comfortable flight and/or first class train ticket (if possible with the Thalys first class) will always be chosen. Client will be informed if it is not possible to book a **refundable** ticket.
- B. When the travel time of a single journey (measured from Courtesan's home to Client's exact location) is **less than five hours** by train or car, Courtesan will travel by train, taxi or private driver. First class tickets and maximum comfort will be chosen.
- C. For air travel, the following applies: all flights take place in economy plus or extra comfort and as default hold baggage will be booked.
- D. For international trips, a **Food & Beverage** surcharge of 100 euros per one-way trip will be added.
- E. For an **Intercontinental** Booking the following applies: on the **first night** Courtesan will stay in a separate hotel room in a four-star (or more) hotel that includes breakfast and will also receive the F&B surcharges set out in 5.6 clause F. The purpose of this arrangement is to enable Courtesan to meet Client well rested after a long journey. These costs shall be borne by Client. The Booking in this case commences on the following day between 9:00 a.m. and 12:00 p.m.
- F. **European bookings:** the Booking is deemed to **commence no more** than two hours after the scheduled time of arrival of the aircraft.
- G. **End of the Booking:** the Booking is deemed to end a maximum of three hours before the scheduled time of departure of the aircraft.

### 5.4 Requirements regarding the duration of an International Booking

- A. **Europe:** the **minimum booking duration** is calculated on the basis of the travel time from Courtesan's home to Client's exact location and then multiplied by two. This also applies if it is Client's wish to spend less time with Courtesan than the minimum booking time.
- B. If it is **not possible for** Courtesan to make the **return** journey on the day of the Booking, the Booking will not end until 09.00 a.m. the following day. This extended booking period, as well as any associated accommodation costs, will be at the expense of Client. In case Courtesan herself chooses to return home earlier, then the Booking duration is shortened with the amount of hours that she leaves earlier than 09:00.
- C. **Intercontinental:** the minimum booking duration is 48 hours and is always extended by at least half a day.

### 5.5 Requirements regarding the content of an international booking

The following requirements apply:

- A. Client must give Courtesan the opportunity to be **reachable by** TCC at any time and to have a private conversation with TCC at least once a day at a time agreed in advance.
- B. Client shall provide Courtesan with at least **three meals** per day at his expense;
- C. In the case of an International Booking with an overnight stay, Client grants Courtesan a minimum of **two hours** a day, which she can spend in **privacy** and at her own discretion.

- D. With an International Booking with an overnight stay, Courtesan shall be granted at least **six hours** per day/night of undisturbed **sleep**..
- E. Client always gives Courtesan the opportunity to use the **toilet and/or bathroom** in privacy and to close the door when used.

## 5.6 Payment of an International booking

- A. Payments can be made by **bank transfer** only
- B. The bill of an International Booking can consist of the following parts:
  - a. **Booking fee** as mentioned on the Website under Rates
  - b. **External costs**
    - i. Travel expenses consisting of:
      - 1. Flight and/or train tickets
      - 2. Travel costs within the Netherlands
      - 3. Travel costs within the country of destination
      - 4. Travel expenses such as travel documents (visas, etc.)
      - 5. Hotel reservation for Courtesan for the first night (**intercontinental**)
      - 6. Hotel reservations if Client prefers Courtesan to stay in her own hotel room.
    - ii. Food & Beverage
      - 1. Food & beverage during the trip
      - 2. Food & beverage during the stay when applicable
  - c. **Incidental expenses is an additional charge of 10% on top of the final bill**, reserved by TCC to cover any unforeseen expenses incurred for the purposes of the Booking and which can not be attributed to TCC and/or Courtesan.

After completion of the Booking, the final invoice will be presented to Client within 72 hours. The full or remaining amount will be credited to Client's account.

- C. In the case of an International Booking, TCC uses the following payment procedure:
  - a. The **deposit**, which must be paid at the time of the Booking Confirmation. This consists of:
    - i. 40% of the Booking fee
    - ii. 100% of the travel costs
  - b. The **Balance is to** be paid no later than 7 days before departure. This consists of:
    - i. 60% of the Booking fee
    - ii. F&B during the trip and the booking
    - iii. 10% Incidental expenses
- D. All External Costs are to be borne by Client. VAT of 21% is charged on top of all External Costs.
- E. Food & beverage surcharge during the trip is 150 euros for international bookings.
- F. If Client is unable to spend one of the mealtimes with Courtesan during her stay abroad and the room rental does not include meals, at least the following **F&B surcharges will apply at the time of booking**:
  - a. Breakfast - 75 euros
  - b. Lunch - 100 euros
  - c. Dinner - 150 euros

These amounts can be adjusted depending on the country and hotel where Client and Courtesan will be staying. The decision on these amounts is at the discretion of TCC.



## 5.7 Delay, Termination and Cancellation of an International Booking

### A. Delay:

- a. If Courtesan is delayed **on the way to the** location of the International Booking and this delay is not caused by Courtesan's fault or actions, this delay **will be part** of the duration of the booking.
- b. If Courtesan is delayed **during the return journey**, this delay **will not be part** of the booking duration and no Booking fee will be charged for these hours. The **costs** incurred as a result of the delay will be borne by Client, unless this delay is due to (gross) fault and/or recklessness on the part of TCC and/or Courtesan. These costs will be covered by the amount reserved for the item 'unforeseen costs' as referred to in Article 5.6 paragraph B under c.
- c. All costs associated with the **alteration and/or cancellation of** travel documents or other additional services are for the account of Client, except in the case of intent or willful recklessness on the part of TCC and/or Courtesan.

### B. Termination:

If an International Booking is cancelled prematurely on the basis of Article 3 and Article 4.3 paragraph D, E and F, all costs associated with this, such as the travel costs of the premature return and/or alternative accommodation, will be borne by Client.

### C. Cancellation of an International Booking:

- a. a. Fourteen days or more prior to booking date:
  - b. i. Client may cancel free of charge (subject to non-refundable charges already incurred)
  - c. ii. A one-time fee of 500 Euros in administrative costs will be charged.
- d. b. Fourteen to seven days prior to booking date:
  - e. i. Of the deposit consisting of 40% of the Booking Fee, 80% will be charged. 20% will be refunded, not returned, and will therefore remain reserved for a subsequent Booking. This next Booking must take place within one year otherwise any right to a refund will be forfeited.
  - f. ii. The deposit made for the External Costs will be returned (minus non-refundable costs already incurred)
- g. c. Seven or less days prior to booking date:
  - h. i. Any right to a refund is forfeited. Less than three days prior to booking date:
    - i. Client will be charged 100% of the Booking Fee. Paid External Costs will be returned minus non-refundable costs already incurred.
    - ii. Administration fees are forfeited.

#### i. After commencement of the Booking

If the Booking has already commenced and Client wishes to cancel it, Client will be obliged to reimburse all costs resulting from this cancellation. He is not entitled to a refund unless:

- i. Courtesan has undergone a substantial change in appearance such that one can no longer speak of a reasonable resemblance with her photographs and/or
- ii. Courtesan shows reprehensible behavior, such that one can no longer speak of a high class escort and/or
- iii. Her external grooming and clothing are such that one can no longer speak of a high class escort

## Article 6 - Liability and Force Majeure

## 6.1 Liability

- A. TCC has a **non-hierarchical** legal relationship with Courtesan which is based on a mediation agreement whereby each time a Booking request is made, Courtesan is invited to accept this request. Courtesan is always entitled to refuse a Booking Request without giving reasons. It follows that TCC bears no responsibility or liability whatsoever for any acts or omissions of Courtesan towards Client. TCC is therefore not obliged to compensate any damage caused directly or indirectly by Courtesan to Client, or any damage awarded to Client by operation of the law or by case law.
- B. **Except in the case of intent** or gross **negligence**, TCC and/or Courtesan are **not liable** for any loss or damage arising from Bookings or in connection with Bookings, regardless of whether the claim is based on another agreement or legal basis.
- C. Any **liability** of TCC is at all times **limited** to direct damage. TCC is never liable for indirect or consequential damage.
- D. Furthermore, TCC is not liable for any damage caused as a result of any act in violation of **Article 3.2 paragraph D**, as well as any damage otherwise caused by sexual diseases that may occur as a result of the use of the services of TCC.
- E. Any contractual or non-contractual liability of TCC is furthermore limited to a maximum of 100% of the net amount of the charged booking.
- F. In all cases, in addition to (among other things) the rights referred to in this article, TCC is (also) entitled to claim accomplishment and/or compensation for damage.
- G. In the case that is ruled in favor of TCC in legal proceedings, all costs incurred by TCC in regards to these proceedings will be borne by Client.

## 6.2 Force majeure

- A. In the event of the occurrence of a situation of force majeure as referred to in this article, TCC will contact Client as soon as possible in order to reach an appropriate and realistic solution.
- B. TCC is not obliged to fulfil one or more of its obligations under this Agreement or these GTC if fulfilment of such an obligation is prevented by force majeure. Force majeure will in any case exist in one or more of the following circumstances:
  - Strikes, earthquake, flood, storm, explosion, fire, natural disaster
  - Pandemic
  - War, terrorist attacks, riots and the like
  - Government measures
- C. If TCC is unable to fulfil its obligations, or is unable to fulfil them in full, as a result of a cause or event not attributable to TCC, or due to any other circumstance outside TCC's sphere of risk, the obligations will be suspended until TCC is able to fulfil the obligations arising from the Booking.
  - a. If TCC is unable to fulfil its obligations towards Client within a reasonable period of time, both Client and TCC are entitled to cancel the Booking, without TCC being obliged to compensate any loss suffered by Client as a result of that cancellation.
  - b. If TCC has already partially fulfilled its obligations, or can only partially fulfil an obligation, TCC is entitled to charge Client separately for the part of the booking that has already been executed and Client is obliged to pay this amount.

## Article 7 - Confidentiality and Privacy

- A. All Client information TCC has at its disposal by virtue of its services will be treated as confidential and will only be used in the context of the performance of the services as agreed in a Booking, as well as the optimization of the services in connection with any future Bookings. The provision of **services** includes an identity check for the purposes of the security of TCC and/or Courtesan. For more information on privacy, please refer to TCC's **privacy policy**, which is available on its Website.

- B. TCC is committed to maximum protection of the personal data of Client and to acquiring knowledge and expertise in this respect. If required, it does this with the help of external companies in order to monitor and protect the personal data as optimally as possible. TCC cannot be held liable in any way whatsoever for the disclosure or publication of these personal data, except in the case of intent or deliberate recklessness or gross negligence on the part of TCC.
- C. Information of Client that TCC has at its disposal by virtue of its services will **not** be provided to **third parties**, unless statutory regulations oblige TCC to do so.
- D. If Client provides **incorrect information** about his person to TCC, TCC reserves the right to display the information concerned on a blacklist, to share it on branch websites, other media and with the police and judicial authorities, in order to prevent future false information in Bookings.
- E. If, in breach of these Terms and Conditions, a Client contacts a **Courtesan directly**, attempts to contact a Courtesan directly or exchanges any contact details with a Courtesan, TCC reserves the right to share information about Client with the management of other escort agencies in order to warn them of any such trade exchanges by Client.
- F. If a Client contacts a Courtesan directly, tries to contact a Courtesan directly or exchanges any contact details with a Courtesan in breach of these Terms and Conditions, TCC reserves the right to share information about Client with the **bailiffs** which TCC will involve in this matter in order to claim the **damages** previously indicated. If necessary, identity details will be shared with lawyers and any court if TCC decides to take Client to court.
- G. TCC uses **anonymized cookies** in order to provide the best possible service to visitors whilst using its website. The cookies on the TCC website cannot be read by websites other than those that created them. Client can always opt for a configuration of his browser that informs Client that cookies are being created or that their creation is prevented by Client's browser.
- H. The Website of TCC uses a secure (SSL) connection for its booking forms.
- I. The TCC website may contain links to other websites where it should be stated that TCC bears no responsibility whatsoever with regard to the content or material on - or obtained by - one of these websites, nor with regard to the (il)legality of these websites. Any link to another website and reference to third party information, products or services linked to this website is not and should not be construed as an explicit or tacit approval of TCC.

## Article 8 - Intellectual property

- A. The name The Courtesan Club is a trade name of TCC/SA registered with the Trade Register of the Chamber of Commerce. The word composition 'The Courtesan Club' is also a word mark registered with the European Intellectual property office. The logo it uses is a logo registered with the Benelux Intellectual Property Office.
- B. TCC reserves all intellectual property rights to which it is entitled on the basis of the Copyright Act and/or other intellectual laws and regulations.
- C. The name The Courtesan Club and the domain <https://thecourtesanclub.com>, the logos, images and all other TCC related depicted marks on this website, whether registered or unregistered, are trademarks or service marks of TCC.
- D. Unless otherwise indicated, all material on this website, including but not limited to photographs, logos, other images, illustrations, text, video images, audio clips and written and other material, is protected by copyright, copyright and other intellectual property protection, or used with permission of its owners by TCC.
- E. This website is protected in its entirety by copyright and other intellectual property protection. All rights are reserved.
- F. The images and texts depicted on this website are for informational and promotional purposes only. This website is for the private, personal and non-commercial use of its visitors only. You may not download or copy any material from this website. No right, title or interest in any material or software is transferred to you as a result of such

downloading or copying. You may not reproduce, publish, transmit, distribute, display, delete, supplement, otherwise modify, create derivative works from, sell or participate in any sale of this website, any of the materials on this website, or related software. Any other use of material on this website, including reproduction for purposes other than those mentioned above, modification, distribution or republication, without prior explicit consent of TCC, is strictly prohibited.

## **Article 9 Applicable law and choice of court**

All Applications, Bookings and these General Terms and Conditions are governed exclusively by Dutch law. All disputes that may arise in connection with these General Terms and Conditions, assignments and Bookings, including disputes about the applicability and validity thereof, shall be adjudicated by the competent court of the district of North Holland located in the Netherlands.