

## **General terms and conditions Sodexo Afnorth International School Tag automatic reload**

These general terms and conditions “automatic reload” will take effect as of 1 July 2017.

These general terms and conditions are valid when the Sodexo Afnorth International School Tag is used with the automatic reload option. These conditions are an addition to the general terms and conditions Sodexo Afnorth International School Tag as a means of payment.

The automatic upload involves maintaining a balance on your Sodexo Afnorth International School Tag. If the balance on the tag falls below a certain amount, you have given permission to add balance through an automatic upload from your bank account.

These general conditions will inform you of your rights and duties as a holder of a Sodexo Afnorth International School Tag with automatic upload. We have attempted to describe these conditions as clearly as possible. Do you have any questions? Please get in touch with the Facility Manager (Business Office) at Afnorth International School (Roger Wetzels ph. 045-5278226).

### **Who are we and you in this context?**

1. In these general terms and conditions we refer to:
  - You, your: the holder of the Sodexo Afnorth International School Tag with automatic reload
  - We, us, our, Sodexo Afnorth International School: Sodexo Nederland B.V., distributor of the Sodexo Afnorth International School Tag, with headquarters in Capelle a/d IJssel Rivium Boulevard 2, 2909 LK Capelle a/d IJssel.
  - Holder of the account: person or organization that has issued an authorization for an automatic reload from his/her bank account in order to maintain a positive balance on the Sodexo Afnorth International School Tag. You do not have to be the bank account holder.

### **What are the arrangements concerning these general terms and conditions?**

2. These general terms and conditions concern the automatic upload.

### **How do you request the automatic upload?**

3. You can request the automatic reload through: <https://qpay.quarto.nl/Portal>
4. We have the right to deny access to automatic reload (based on certain specific grounds).

### **How can you activate the automatic reload?**

5. When we issue your Sodexo Afnorth International School Tag you will also receive the necessary registration information. You can use this information to activate your automatic upload by visiting <https://qpay.quarto.nl/Portal>.
6. The maximum amount that you can use to upload is 100 Euros, the minimum amount is 25 Euros.

### **How will the automatic upload be charged to your bank account?**

7. As soon as the automatic upload is activated, the following will happen:
  - a. The amount you have used to upload on your Sodexo Afnorth International School Tag will be added as a credit to your Sodexo Afnorth International School Tag.
  - b. This will create an immediate account receivable for us in the amount that has been added as credit to the Sodexo Afnorth International School Tag. We will collect this amount from the bank account of the bank account holder.
  - c. The collection of this account receivable will happen within 15 days of receiving your request for automatic upload. You will find this collection on your overview at <https://qpay.quarto.nl/Portal>

8. Every action of yours that results in an automatic upload, will be an irreversible authorization of the bank account holder of a one-time collection of the chosen amount for the automatic upload. The irreversible authorization will end in the following instances:
  - a. You inform us that your Sodexo Afnorth International School Tag has been stolen or lost, as described in section 6 of the General Terms and Conditions of the Sodexo Afnorth International School Tag as means of payment: "Loss or theft".
  - b. We notice fraudulent use of your Sodexo Afnorth International School Tag or the automatic reload.
9. As soon as an automatic reload has been authorized, you cannot recall it.

**What happens if you lose your Sodexo Afnorth International School Tag, or if it is stolen?**

10. If you notice that your Sodexo Afnorth International School Tag with automatic reload is lost or stolen, you will inform the Business Office at Afnorth International School immediately.
11. In case of loss or theft of your Sodexo Afnorth International School Tag we will, after notice conform section 10, block your tag within 24 hours. You can decide to have a new tag issued to you. The remaining balance will be booked through your account from the old tag to the new one through visiting <https://qpay.quarto.nl/Portal> after a request at the Business Office of the Afnorth International School.
12. If the automatic reload happens after the time the notice of loss/theft has been received but before the block has been put in place, we will return the collection amount to the bank account you have listed with us. We will only use the bank account that is used for the automatic upload. Uploads that have taken place **before** the notice of loss or theft will be the risk of the account holder.

**What are the risks of fraud concerning the automatic upload?**

13. In case of fraudulent action concerning the automatic upload, or a concern thereof, your or the account holder will inform the Business Office of the Afnorth International School immediately. We can investigate your concerns, but are not obligated to do so. We can involve a third party in the investigation if deemed necessary.
14. If the fraud concerning the automatic reload is caused by intent, guilt or gross negligence of you or the account holder, or if intent, guilt or gross negligence on behalf of you or the account holder has substantially caused fraud concerning the automatic upload, including but not limited to the situation in which you have given someone else your Sodexo Afnorth International School Tag so they can use it, there will be no financial compensation.
15. We will not be obligated to compensate the damage suffered more than once. If we have issued a payment for compensation to you, we do not have to issue a payment to the bank account holder as well. You will have to settle the payment between you.
16. If we can prove that you or the bank account holder have benefitted from fraudulent use of the automatic upload, we will take legal action to collect the amount.

**What happens if one or more collections of the automatic reload amount have failed?**

17. If we, for any reason unless we are ourselves to blame, cannot collect the automatic reload amount, we have the right to hold your or the bank account holder accountable for the existing account receivable. Payment of one party will release the responsibility of the other part.
18. We will be able to use the information of our financial administration procedures to prove the automatic upload.
19. If one or several collections of the automatic upload fail, you will receive an email or letter with the request to pay the amount owed. If we have to send out another reminder to settle the amount, we will block the credit on your Sodexo Afnorth International School Tag.
20. If you do not pay within the period stated in the letter or email, you will receive a (second) letter with another request to settle the amount you owe. You will also be charged administration fees.
21. If you do not settle your account (including administration fees) within the period stipulated in the (second) letter, we will block your Sodexo Afnorth International School Tag and hold you responsible for any costs that arise.
22. If you have made a total payment (to include the administration fees), we will instruct to release the block on your account.

23. If we blocked your Sodexo Afnorth International School Tag because of late payment on your behalf, we cannot be held liable for any financial loss on your behalf.

#### **When will the automatic upload end?**

24. We have the right, if there is reasonable cause to do so, to withdraw permission for the automatic reload in the following instances:
- a. We receive a request from you or the bank account holder to end the automatic upload.
  - b. You are the bank account holder did not inform us of a change of personal data and we cannot provide you with our services.
  - c. You did not pay conform section 21.
  - d. Because of a directive or indication of an authority, for example a bank or other authority.
  - e. If there is grave concern to justify this action. This could involve safety concerns, or to protect the implementation of the Sodexo Afnorth International School Tag, or if we notice or suspect fraud concerning the automatic upload.
  - f. You or the bank account holder has given us a written statement in which you disagree with our services, instructions, fares or these general terms and conditions.
25. If we revoke your automatic reload, we will inform you and the bank account holder as soon as possible. In the instances described in section a. and f. our permission for automatic reload will end as soon as we have received your letter or notice.
26. If your right to use the Sodexo Afnorth International School Tag ends, your right for the automatic upload will end automatically, except in the instance of replacement of your Sodexo Afnorth International School Tag.

#### **How do you end the automatic upload?**

27. If the need for the automatic upload has ended, an additional action is necessary to terminate the automatic upload on your Sodexo Afnorth International School Tag. You use the following option to terminate the automatic upload:
- a. If you do not want to use your Sodexo Afnorth International School Tag anymore, you can hand in the tag. You need to inform the Business Office of your intent.
  - b. If you want to hold on to your Sodexo Afnorth International School Tag, you have to inactivate the automatic upload by visiting your account on our web portal. You can also notify your bank.
28. If you do not deactivate the automatic upload on your account, it will remain active. The automatic collection from your bank account will also remain active, since we cannot deactivate it. If you do not deactivate the automatic upload, the bank account holder might address the tag holder for possible claims.

#### **When can Sodexo be held liable?**

29. Sodexo B.V. can only be held liable for personal damages as a result of short comings in the compliance of the agreement. We can be held liable if the short coming is a direct result of intent or gross negligence on our behalf. If we did not cause the short coming, we cannot be held liable. We can be only be held liable for compensation, if there is a direct connection between the incident and our liability thereof, and the damage caused can be directly related to us. The liability for damages is limited to an amount of 500 Euros. Furthermore only damages above 250 Euros will be considered for compensation. The law stipulates that you also have to take the necessary precautions to prevent or limit your damage. The tag holder can personally be held responsible for all obligations concerning these general terms and conditions.
30. The tag holder can be held liable for all obligations concerning these general terms and conditions.
31. We cannot be held liable for any damage caused by the bank institution concerning the bank account holder.
32. You and the bank account holder are liable for all obligations concerning the general terms and conditions.

33. You and the bank account holder will adhere to all obligations that exist because of the general terms and conditions. For example the tag holder will deactivate the automatic upload if the bank account holder withdraws his authorization for the automatic upload. We cannot be held accountable for non-conformity of obligations between you or the bank account holder.

#### **Other agreements**

34. In order to implement the automatic reload successfully, we will provide the information received to:
- a. You
  - b. The bank account holder
  - c. The bank institution

It will be necessary to provide personal information.

35. We have the right to use third party services to implement automatic upload.
36. We respect your privacy and will obey any laws and regulation concerning your privacy. Your personal information, received for the purpose of the usage of the Sodexo Afnorth International School Tag will not be sold to third parties.

Sodexo B.V.

T.a.v. Food Platform

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