

TERMS AND CONDITIONS Sips en Steps

0. Definitions

Sips en Steps	The general partnership (VOF) Sips en Steps, registered with the Dutch Chamber of Commerce under number 96611014, with its registered office at Sportlaan 73, (5652 CR) Eindhoven, the Netherlands.
User:	the party that enters into an Agreement with Sips en Steps, to whom Sips en Steps has issued a quotation/offer, or the party that creates an Account for the use of the Web App and/or purchases the use of a Stamp Card from Sips en Steps for a self-guided tour.
Account:	the User's personal environment within the Web App, through which the User gains access to (among other things) the Wallet and the (digital) Stamp Card.
Consumer:	a natural person who is acting for purposes which are outside his or her trade, business, craft or profession.
Agreement:	any oral or written agreement entered into between Sips en Steps and the Participant, including any amendments or supplements thereto, as well as all acts performed in preparation for and/or execution of such agreement.
Parties:	Sips en Steps and the Participant together.
Web App:	the web application offered by Sips en Steps through which Users can purchase, manage, and redeem Stamp Cards.
Wallet:	the digital environment within the Web App in which the User's Stamp Card(s) are visible and in which the status (number of remaining Stamps) is tracked.
Stamp Card:	a digital product purchased by the User via the Web App containing a predetermined number of Stamps (for example 5, 10, or 15), which allows the User to have a consumption item or promotion offered by participating hospitality venues stamped or redeemed, in accordance with the conditions stated in the Web App.
Stamp:	a digital record within the Wallet indicating that (part of) the Stamp Card has been redeemed at a Hospitality Partner.
Hospitality Partner:	a café, restaurant, or other hospitality venue participating in the Sips en Steps concept, which independently determines which offers can be redeemed with Stamps, the applicable times, and the conditions (including house rules) under which such redemption takes place.

1. Under which conditions do these terms and conditions apply?

1.1 These general terms and conditions apply to all offers and quotations made by Sips en Steps and to every Agreement concluded between Sips en Steps and a Participant.

1.2 The applicability of any other (purchase or sales) terms and conditions is expressly rejected. Deviations from or additions to these terms and conditions shall only be valid if explicitly agreed in writing by Sips en Steps and shall only apply to the specific part of the Agreement for which such consent has been given.

1.3 If one or more provisions of these terms and conditions are at anytime wholly or partially null and void or annulled, the remaining provisions shall remain fully applicable. In such case, Sips en Steps and the Participant shall consult with each other to agree on a new provision that reflects, as closely as possible, the purpose and intent of the original invalid or annulled provision.

1.4 If Sips en Steps does not always demand strict compliance with these terms and conditions, this shall not imply that the provisions thereof are not applicable or that Sips en Steps waives the right to demand strict compliance in future cases.

2. Quotations and Offers ("quotations")

2.1 The nature and scope of the services offered by Sips en Steps consist of providing access to the Web App and facilitating the purchase and use of digital Stamp Cards, as presented on the Sips en Steps website and/or in the Web App at the time of purchase. All offers and other communications from Sips en Steps are non-binding, unless expressly stated otherwise in writing. Sips en Steps reserves the right to modify the offer, the content of the Stamp Cards, participating Hospitality Partners, promotions, and conditions. No rights may be derived by the User from any offer. An offer shall in any case lapse if the relevant service or product is no longer available at any time.

2.2 The User cannot derive any rights (or expectations) from any indication, estimate, or other information provided by Sips en Steps.

2.3 Sips en Steps shall not be bound by quotations if the User reasonably ought to understand that the quotation, or any specific part thereof, contains an obvious error or clerical mistake. Information contained in advertising materials, in the broadest sense of the term such as catalogues, price lists, brochures, websites, Web Apps, social media communications, etc. shall not be binding on Sips en Steps.

2.4 Quotations shall not automatically apply to future agreements or purchases of Stamp Cards.

2.5 If Sips en Steps includes a composite price quotation, it shall not be obliged to perform part of the Agreement at a corresponding proportion of the stated composite price.

2.6 It is not possible to purchase only part of a Stamp Card or an individual Stamp at a proportional price. The price applies to the complete package, regardless of whether the User makes use of all components or whether all Stamps are actually used.

2.7 Sips en Steps shall at all times be entitled to adjust the agreed price without the User being entitled to terminate the Agreement on that ground if the price increase results from a statutory power or obligation, a price increase of the product (including increases by payment service providers), or other grounds that could not reasonably have been foreseen at the time the Agreement was concluded.

2.8 All prices stated for Consumers include VAT and other government levies, unless stated otherwise. All prices are in euros.

3. Agreement

3.1 An Agreement between the Parties shall be concluded exclusively at the moment the User accepts the general terms and conditions and unconditionally accepts an offer or quotation from Sips en Steps, or when Sips en Steps confirms an order in writing, or when Sips en Steps has commenced performance of the order in whole or in part, or when the User purchases a Stamp Card via the Sips en Steps website and/or Web App and payment has been successfully completed, or when the User creates an Account and uses the Web App. The purchase and delivery of a Stamp Card take place digitally and, following successful payment, are made immediately visible in the User's Wallet.

3.2 Any agreements, commitments, and/or amendments to the Agreement made by or on behalf of Sips en Steps after the conclusion of the Agreement shall only be binding if confirmed in writing by Sips en Steps, or if Sips en Steps has already performed them in whole or in part.

3.3 At or after the conclusion of the Agreement, and before (further) performance, Sips en Steps may require the User to provide sufficient security that both payment obligations and any other obligations will be fulfilled. For that reason, Sips en Steps may request a deposit on the invoice amount before commencing performance of the Agreement. Refusal by the User to provide the requested security entitles Sips en Steps to refuse the Agreement.

3.4 Sips en Steps shall be entitled to suspend access to (parts of) the Web App, temporarily block an Account, or refuse delivery of Stamp Cards for as long as the requested security has not been provided. Refusal by the User to provide the requested security entitles Sips en Steps not to (further) perform the Agreement, without this giving rise to any liability or obligation to pay damages.

4. Right of withdrawal: not applicable

4.1 A Consumer normally has the right, in the case of distance contracts, to terminate the Agreement without giving reasons. The Consumer must notify withdrawal within 14 days after the day on which the Agreement was concluded.

4.2 However, the right of withdrawal does not apply if the Consumer expressly requests Sips en Steps to perform the Agreement within the cooling-off period, or for all agreements as referred to in Article 6:230p of the Dutch Civil Code. The Consumer understands that once Sips en Steps begins performance at the Consumer's request, the Consumer is no longer entitled to terminate the Agreement. The Consumer understands and accepts that the Stamp Card qualifies as digital content not supplied on a tangible medium, as referred to in Article 6:230p sub g of the Dutch Civil Code. The Stamp Card is delivered digitally immediately after successful payment by making it available in the Wallet within the Web App. The right of withdrawal does not apply if and insofar as the Consumer has, prior to purchase, expressly consented to:

(a) immediate delivery of the digital Stamp Card within the cooling-off period; and
(b) the loss of the right of withdrawal once delivery has commenced.

By completing the purchase and granting this consent, the Consumer acknowledges that the right of withdrawal lapses at the moment the Stamp Card is made available in the Wallet.

4.3 To the extent that the right of withdrawal would nevertheless apply for any reason, Stamps already used shall be regarded as digital content already supplied, and a refund shall only be granted for the unused portion of the Stamp Card, insofar as and to the extent mandatory consumer law so requires.

4.4 The right of withdrawal shall also not apply to service agreements for the provision of accommodation where the contract specifies a specific date or period of performance and the accommodation is not intended for residential purposes, nor to contracts concerning transport of goods, car rental services, or catering services.

4.5 If Sips en Steps has already performed part of the Agreement while the Consumer invokes the right of withdrawal, the costs of such performance shall be charged to the Consumer.

5. User Obligations

5.1 The User shall ensure that all data and documents which Sips en Steps has indicated are necessary for the correct and timely performance of the Agreement, or which the User should reasonably understand to be necessary for such performance, are provided to Sips en Steps in a timely manner and in the form and manner requested by Sips en Steps.

5.2 The User is responsible for the accuracy, completeness, and reliability of the data and documents provided to Sips en Steps, including those originating from or provided via third parties. The User shall immediately inform Sips en Steps of any changes that may affect the performance of the obligations under the Agreement.

5.3 The User is obliged to verify immediately after purchasing a Stamp Card whether it is correctly and fully visible in the Wallet and whether the correct number of Stamps has been allocated. Any inaccuracies must be reported to Sips en Steps in writing within 24 hours after purchase, stating the relevant account and payment details. After the expiry of this period, the Stamp Card shall be deemed to have been delivered correctly.

5.4 The User is solely responsible for the use and security of the Account, including but not limited to the username, password, login credentials, email addresses, and devices used. All actions performed through the Account shall be deemed to have been carried out by or on behalf of the User. Sips en Steps shall not be liable for any damage resulting from unauthorized or improper use of the Account.

5.5 The User is responsible for complying with all applicable laws and regulations, house rules, age restrictions, identification requirements, and instructions of Hospitality Partners when visiting and using their locations and offers. If a Hospitality Partner refuses access or declines to accept a Stamp due to non-compliance with these requirements, this shall not entitle the User to any refund or compensation from Sips en Steps. The User is responsible for any damage to rented or used materials and/or damage to (the property of) other Users or third parties.

5.6 If the User fails to comply, fails to comply in a timely manner, or fails to properly comply with the obligations set out in this article, Sips en Steps shall be entitled to suspend the performance of the Agreement, restrict access to (parts of) the Web App, or temporarily or permanently block the Account until the User has fulfilled the obligations referred to in this article. If Sips en Steps incurs costs as a result, such costs shall be borne by the User and may be charged to the User on a post-calculation basis.

6. Performance of the Agreement

6.1 All services performed by or on behalf of Sips en Steps in the execution of the Agreement shall be carried out to the best of its knowledge and ability, in accordance with the standards of good professional practice and based on the state of knowledge at that time. The obligations of Sips en Steps constitute a best-efforts obligation (obligation of means). Sips en Steps therefore does not guarantee any specific result or expectation.

6.2 Sips en Steps has the right to engage third parties to perform services. Sips en Steps independently determines how the Web App and the Stamp Cards function and are made available. Sips en Steps has no influence over and provides no guarantees regarding the execution of offers, promotions, opening hours, or availability of Hospitality Partners.

6.3 Sips en Steps determines the manner in which and the persons by whom the Agreement is performed, while taking into account the requirements expressed by the User as much as reasonably possible. Sips en Steps reserves the right to replace persons and/or staff involved in the performance of the services.

6.4 Unless otherwise agreed, the assignment given to Sips en Steps shall never include:

- verifying whether the User's instructions comply with legal or quality standards, unless a specific test has been agreed between the Parties;
- investigating the existence of intellectual property rights of third parties, including patents, trademarks, design rights, copyrights, or portrait rights;
- investigating the availability of the aforementioned forms of protection for the User;
- reserving time slots or guaranteeing access to hospitality venues;
- guaranteeing that Stamps can be redeemed at a specific time or with a specific Hospitality Partner;
- verifying the quality, safety, content, or composition of consumptions or services offered by Hospitality Partners;
- assessing dietary requirements, allergies, or suitability of offered consumptions;
- verifying the accuracy, completeness, or reliability of data and information provided by the User.

6.5 After successful payment, the User will receive only a digital confirmation of purchase, and the Stamp Card will be made immediately visible in the Wallet within the Web App. Unique QR codes will be provided, as well as: (i) a description of the possible stops including various restaurant or hospitality locations; (ii) instructions for the use of the Stamp Card; and/or (iii) relevant opening hours of the hospitality venues. If an error occurs during redemption, the Partner is entitled to reinstate the relevant Stamps to the User's Stamp Card within twenty-four (24) hours after redemption using the designated functionalities. After this period, the redemption

shall be deemed final. Sips en Steps is not a party to the content, pricing, or execution of these deals.

6.6 The Stamp Card is valid for a period of six (6) months from the date of purchase. After this period, the Stamp Card shall automatically expire and any remaining Stamps shall lapse without any right to refund or compensation. If the User purchases a new Stamp Card within the validity period, the validity of the existing Stamp Card(s) shall automatically be extended to six (6) months from the date of the most recent purchase.

6.7 The Stamp Card may be used on any day during the validity period, subject to any limitations resulting from the availability or opening hours of Hospitality Partners.

6.8 A Stamp Card may be used by the User for multiple persons, provided that redemption takes place via the User's Account and sufficient Stamps are available.

6.9 Sips en Steps does not determine a fixed route. If navigation is offered via the Web App, this is provided solely by redirecting to external navigation services, such as Google Maps. Routes displayed by such services are automatically determined based on current data and are entirely outside the control of Sips en Steps. Sips en Steps is not responsible for the accuracy, safety, availability, or suitability of routes suggested by such navigation services. The User remains solely responsible at all times for following the route and complying with traffic rules and safety regulations.

6.10 Sips en Steps does not guarantee participation or the number of Users taking part in the tour. The actual number of participants therefore does not constitute grounds for complaint.

6.11 No rights may be derived from (indicative) opening hours, availability, participation, or promotions stated in the Web App. Opening hours, participation, and acceptance of Stamps may be changed or discontinued by Hospitality Partners at any time.

6.12 If the User loses access to the Account, the password or access code may be restored via the designated functionalities. Sips en Steps shall not be liable for loss of access to the Account resulting from incorrect or outdated contact details. Unused Stamps do not entitle the User to any refund and cannot be exchanged for money or any other consideration.

6.13 The composition of participating Hospitality Partners may change at any time.

6.14 The termination of participation by one or more Hospitality Partners does not entitle the User to termination of the Agreement or compensation.

6.15 Any time limits stated for the performance of the Agreement or delivery of specific items are indicative only and shall never be regarded as strict deadlines. In the event of delay, the User must give Sips en Steps written notice of default.

6.16 If Sips en Steps prepares an estimate of third-party costs at the User's request, such estimate shall be indicative only.

6.17 Unless otherwise agreed, the assignment to Sips en Steps shall never include verifying the accuracy, completeness, or reliability of data and information provided by the User.

6.18 If, after the Agreement has been concluded, it becomes necessary for proper performance to modify or supplement the services or the route, the Parties shall timely amend the Agreement accordingly in consultation.

6.19 If the modification or supplement to the route has financial and/or qualitative consequences, Sips en Steps shall inform the User in advance. If the User agrees to these consequences, the Agreement shall be amended accordingly. Agreement shall be deemed to exist if the User participates in the modified route.

7. Suspension and termination

7.1 Sips en Steps shall be entitled to suspend performance of the Agreement or to terminate the Agreement without being liable for any compensation, indemnification, or costs, if:

- the User fails to perform the obligations under the Agreement, fails to perform them in full, or fails to perform them in a timely manner;
- circumstances that have come to the attention of Sips en Steps after the conclusion of the Agreement give good reason to fear that the User will not fulfill its obligations;
- due to delay on the part of the User, Sips en Steps can no longer reasonably be required to perform the Agreement under the originally agreed conditions;
- the User fails to provide the requested security for the fulfillment of its obligations under the Agreement.

In the above-mentioned cases, the User shall be deemed to be in default and shall be liable for all damages (including costs) incurred directly or indirectly by Sips en Steps as a result.

7.2 Sips en Steps shall at all times be entitled to refuse or terminate an Agreement, or any amendment thereto, if the Agreement conflicts with any statutory provision or regulation. Sips en Steps may also refuse or terminate an Agreement if, in its opinion, the Agreement may harm the interests or reputation of its business. In addition, Sips en Steps may exclude the User from (further) participation in the tour in the event of misconduct or nuisance, without any right to refund or compensation.

7.3 If the Agreement between the Parties is terminated, all claims of Sips en Steps against the User shall become immediately due and payable.

7.4 In the event of liquidation, (application for) suspension of payments, bankruptcy, attachment against the User (lasting longer than three months), debt restructuring

or any other circumstance as a result of which the User can no longer freely dispose of its assets, Sips en Steps shall be entitled to terminate the Agreement immediately and/or cancel the order without any obligation to pay damages or compensation. In such cases, all claims of Sips en Steps against the User shall become immediately due and payable.

8. Force Majeure

8.1 Sips en Steps shall not be obliged to perform any obligation under the Agreement if prevented from doing so by force majeure (Article 6:75 of the Dutch Civil Code).

8.2 In addition to what is provided by law and case law, force majeure shall mean all external causes, foreseen or unforeseen, beyond the control of Sips en Steps, which prevent Sips en Steps from fulfilling its obligations under the Agreement. This includes, among other things, strikes within the company of Sips en Steps or third parties, as well as delays in the delivery of services by suppliers. Sips en Steps may also invoke force majeure if the event occurs after it should have performed the Agreement.

8.3 In the event of an (new or renewed) outbreak of disease, epidemic, pandemic, lockdown, or any other government measure that prevents the Agreement from being performed, this shall constitute force majeure and Sips en Steps shall not be obliged to fulfill its obligations under the Agreement. Force majeure affecting suppliers shall likewise constitute force majeure vis-à-vis the User. Any failure by Sips en Steps to perform its obligations due to force majeure shall not be attributable to Sips en Steps.

8.4 If the force majeure situation results in the tour organized by Sips en Steps being unable to take place, Sips en Steps may charge the User for costs incurred for one or more third parties, specifically those costs that Sips en Steps itself cannot recover from such third party.

8.5 Weather conditions, regardless of their intensity or nature, shall not constitute force majeure and shall under no circumstances give rise to cancellation of the Stamp Card or the tour. Sips en Steps offers no right of complaint and/or refund on the basis of weather conditions. Users are expected to take their own measures regarding appropriate clothing and protection against weather conditions.

8.6 Sips en Steps shall be entitled to suspend its obligations under the Agreement during the period of force majeure. Both Parties shall be entitled to terminate the Agreement without compensation if the force majeure situation lasts longer than three months.

8.7 If Sips en Steps has already performed part of its obligations at the time the force majeure event occurs, it may invoice the User for that part as if it were a separate agreement. The User shall be obliged to pay such invoice.

9. Fees and payment

9.1 Unless otherwise agreed in writing, payment shall be made within five (5) days of the invoice date, or via iDEAL, credit card, and/or any other payment method made available to the User.

9.2 Any additional costs shall be charged separately on a post-calculation basis.

9.3 In the case of a jointly issued assignment, each User shall be jointly and severally liable for payment of Sips en Steps' fees, regardless of the name stated on the invoice.

9.4 In the event of non-payment or late payment, the User shall be in default by operation of law, without prior notice of default or demand, from the expiry of the payment term. A Consumer shall first be notified of the late payment and granted a period of 14 days to fulfill the payment obligation. The User shall owe statutory interest on the outstanding amounts (including collection costs) from the invoice due date until full payment is made. All reasonable judicial and extrajudicial costs incurred to obtain payment shall also be borne by the User.

9.5 Sips en Steps shall be entitled to apply payments made by the User first toward costs, then toward accrued interest, and finally toward the principal amount and current interest. Payments shall always be applied to the oldest outstanding claims.

9.6 The User shall never be entitled to set off any amount owed to Sips en Steps.

9.7 Objections to the amount of an invoice or any other objections shall not suspend the User's payment obligation.

10. Liability

10.1 Any liability of Sips en Steps shall always be limited to what is stipulated in these terms and conditions.

10.2 Sips en Steps and any third parties engaged by it shall not be liable for any damage of any kind resulting from:

- incorrect and/or incomplete information provided by the User;
- other individuals present at the location of the performance of the Agreement failing to observe generally applicable (safety) regulations;
- a virus outbreak, illness, pandemic, epidemic, government measures, force majeure affecting suppliers and/or quarantines;
- circumstances beyond the control of Sips en Steps.

10.3 Sips en Steps provides no guarantee regarding the results of the services performed.

10.4 Participation in activities organized by Sips en Steps is always at the User's own risk. Sips en Steps shall not be liable for any damage suffered by the User(s) as a result

of participation. Sips en Steps shall also not be liable for loss, theft, or damage to property.

10.5 In particular, Sips en Steps shall not be liable for any form of injury, death, choking, allergic reactions, food poisoning, or any other health damage that the User may suffer during or as a result of the tour or the consumption of refreshments at participating hospitality venues. The User is at all times responsible for checking ingredients and inquiring about the composition of refreshments in connection with allergies, intolerances, or dietary requirements. As no account is expressly taken of allergies or dietary preferences, participation in the tour and consumption of refreshments is entirely at the User's own risk.

10.6 The liability of Sips en Steps shall in any event be limited to the amount paid out by its insurer in the relevant case, or, if no insurance payment is made, to a maximum of the invoiced amount to the User over the last two calendar months relating to the (part of the) assignment to which the liability relates.

10.7 The User acknowledges that he/she must comply with all applicable laws and regulations in the broadest sense. Sips en Steps and third parties involved in the tour shall not be liable for any damage suffered by the User during the tour or otherwise.

10.8 Sips en Steps shall only be liable for direct damage. Direct damage shall exclusively mean: (i) reasonable costs incurred to determine the cause and extent of the damage; (ii) reasonable costs incurred to remedy the defective performance of Sips en Steps so that it complies with the Agreement, insofar as these can be attributed to Sips en Steps; and (iii) reasonable costs incurred to prevent or limit damage, insofar as the User demonstrates that these costs have led to the mitigation of direct damage as defined in these terms.

10.9 Sips en Steps shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings, or damage due to business interruption.

10.10 The limitations of liability set out in this article shall not apply if the damage has been caused by intent or gross negligence on the part of Sips en Steps.

11. Indemnification

11.1 The User shall indemnify Sips en Steps and any third parties engaged by Sips en Steps against any liabilities toward third parties who suffer damage in connection with the performance of the Agreement.

11.2 This indemnification expressly also covers all claims and liabilities arising from or related to injury, illness, allergic reactions, food poisoning, choking, death, or any other form of health damage that a User or third party may suffer in connection with participation in the tour or the consumption of refreshments at participating hospitality venues.

11.3 The User shall hold Sips en Steps harmless and indemnify it against all third-party claims, regardless of their nature or legal basis, that relate to the performance of the Agreement by Sips en Steps. In this context, the User shall also fully indemnify Sips en Steps for all costs incurred or to be incurred, including but not limited to legal fees, court costs, and costs of legal assistance.

11.4 If Sips en Steps is held liable by third parties on these grounds, the User shall be obliged to assist Sips en Steps both out of court and in legal proceedings and to do everything that may reasonably be expected in such circumstances without delay.

12. Duty to inspect and complaints

12.1 Sips en Steps attaches great importance to the successful performance of the Agreement. If the User nevertheless identifies any deficiency or point for improvement, this must be reported no later than seven (7) days after performance of the Agreement.

12.2 For the purposes of these provisions, each partial delivery shall be deemed a separate delivery.

12.3 The submission of complaints shall never release the User from its obligation to accept and pay for the services provided by Sips en Steps.

12.4 If a defect or complaint is not reported in a timely manner, the User shall no longer be entitled to repair, replacement, or any other form of compensation.

12.5 The limitation period for all claims and defenses against Sips en Steps and third parties involved in the performance of the Agreement that do not fall within the scope of the complaint duty shall be one (1) year.

13. Privacy

Sips en Steps is familiar with the General Data Protection Regulation (GDPR) and takes it into account when processing the (personal) data of the Users. No (personal) data shall be shared with third parties unless (i) it is necessary for the proper performance of the Agreement; or (ii) Sips en Steps is legally required to share the (personal) data; or (iii) Sips en Steps has received explicit consent from the User; or (iv) one of the other legal grounds for processing personal data applies. If the User decides to provide personal data of third parties to Sips en Steps, the User must ensure that an appropriate data processing agreement is in place in accordance with the GDPR.

14. Photography and videography

14.1 Sips en Steps has the right to produce or commission drawings, reproductions, photographs, videos, films, or other images, to treat these as its property, and to use them at its own discretion for specific purposes.

14.2 By purchasing a Stamp Card and accepting these general terms and conditions, the User grants Sips en Steps permission to use the material referred to in paragraph 1 for publicity or press purposes, even if the User is recognizable in such material. This also applies to photographs and other material produced directly by the press or television with the permission of Sips en Steps.

14.3 Sips en Steps reserves the right to publish the material referred to in paragraph 1 during or around the event in any medium without mentioning the owner or source.

15. Severability

If any provision of these general terms and conditions (or part thereof) is void or annulled under applicable law, the remaining provisions shall remain in full force and effect. The provision (or part thereof) that loses its validity shall, with the consent of the User, be replaced by a legally permissible provision that reflects as closely as possible the original intent of the Parties.

16. Governing law and disputes

16.1 All legal relationships with Sips en Steps shall be governed exclusively by Dutch law.

17.2 The competent court in the place where Sips en Steps has its registered office shall have exclusive jurisdiction to hear any disputes, unless mandatory law dictates otherwise.

17.3 The Parties shall only submit a dispute to the court after they have made every reasonable effort to resolve the dispute amicably between themselves.