

## **TERMS AND CONDITIONS LUXURY TOURS AMSTERDAM**

### **1 Definitions**

1. Luxury Tours Amsterdam, trade name of Houstels, established in Helvoirt with KvK (Chamber of Commerce) registration number 65125657, will be referred to as 'tour guide' in these Terms and Conditions.
2. Other Party will be referred to as 'guest' in these Terms and Conditions.
3. The 'agreement' means the agreement of the assignment on the basis of which the tour guide executes work for guest against payment of fees and costs by guest and for which the Terms and Conditions are declared applicable.

### **2 Applicability of the Terms and Conditions**

1. These Terms and Conditions apply to all quotations, invoices, activities, agreements and delivery of services by or on behalf of tour guide for which tour guide has declared said Terms and Conditions applicable, to the extent that these Terms and Conditions are not deviated from explicitly and in writing.
2. The most recently sent version of these Terms and Conditions is always applicable.
3. If one or multiple provisions of these Terms and Conditions at any time is deemed partially or fully void or should be annulled, then the remaining provisions in these Terms and Conditions shall remain fully applicable.

### **3 Offer**

1. Tour guide cannot be held to the offer if the guest could reasonably understand that the offer, or part thereof, contains an obvious mistake or error.
2. An offer does not automatically apply to future assignments.

### **4 Rates and payments**

1. The agreement is entered into for a definite period, unless the nature of the agreement dictates otherwise or unless parties explicitly and in writing agree otherwise.
2. The mentioned prices include VAT and any costs that have to be made in the context of the agreement, including the costs of bicycle and tour, guide and insurance policies, unless explicitly mentioned otherwise.
3. The prices agreed upon entering into the agreement are based on the price level applied at that time. Tour guide has the right to adjust compensations annually per January 1, or when circumstances require to do so. Adjusted prices will be communicated to guest as soon as possible.
4. Payment should be completed directly after tour registration, unless mentioned otherwise on the invoice. Tour enrolment will be confirmed only after payment of total invoice amount.
5. If the guest fails to pay the invoice in time, the guest will be legally in default and will owe statutory interest. The interest on the due amount will be calculated from the moment the guest is in default until the moment of payment of the full amount due.
6. If the guest fails to fulfil or defaults his obligations, all reasonable costs for obtaining payment extrajudicially will be at the expense of the guest.

### **5 Provision of information by guest**

1. Guest will provide all information relevant to the execution of the assignment to tour guide during booking.
2. Guest is responsible for the accuracy, completeness and reliability of the provided information, also if this originates from third parties. Tour guide will treat data confidentially.

3. Guest will not hold tour guide liable for any damage resulting from non-compliance with the provisions stated in this article.

## **6 Tour registration**

1. For a morning tour, the guest must register no later than 22.00 on the previous evening. Registration for the afternoon tour is possible until 12.00 on the same day.
2. When booking through the website, payment must be completed immediately. After registration of the payment, a confirmation email will be sent to the guest, finalizing the tour registration.
3. Costs and duration of the tour will be stated during booking.

## **7 Adjustment and cancellation of the agreement**

1. In case of cancellation by the guest until 24 hours before commencement of the tour, 50% of the costs will be charged; cancellation within 24 hours of commencement will result in payment of the full amount.
2. The tour can be transferred if the guest is unable to attend. Guest should inform tour guide in advance.
3. In case of extreme weather conditions that may cause the tour to become unsafe, like snow, hail, heavy storms or thunderstorms, the tour will be cancelled. Parties agree upon another date or the amount already paid will be restituted.
4. Contrary to the provisions stipulated in the third paragraph of this article, rain and cold are not valid reasons for cancellation by either party.

## **8 Contents of tour**

1. Minors are excluded from participation in the tour.
2. The maximum number of participants in a tour is two persons.
3. Tour participation is at own risk. Tour guide will protect the safety of the guest as optimally as possible.
4. Guest is expected to behave in a calm fashion during the tour. Inappropriate behaviour may result in termination of the tour without restitution of the paid amount.
5. Guest is expected to follow the instructions of the tour guide at all times.
6. Tour guide is not responsible for the late appearance of guest. The agreed upon duration of the tour starts from the agreed starting time onwards. If guest is not present on time, 100% of the costs will be charged without rescheduling to a later date.

## **9 Liability for damage**

1. Tour guide cannot be held liable for damage resulting from this agreement, unless the damage was caused intentionally or by gross negligence.
2. Tour guide cannot be held liable for damage caused by incorrect or incomplete information, provided by or on behalf of guest.
3. Tour guide is not liable when guest did not follow instructions of tour guide.
4. Tour guide is not liable for theft, loss or damage of personal belongings during the tour.
5. In the event that tour guide owes compensation of damages to the guest, the damage does not exceed the amount paid out by liability insurance or the amount charged by tour guide.
6. Guest will not hold tour guide liable for any claims from third parties related to the services provided by tour guide.

## **10 Complaints**

1. Guest is obliged to inform the tour guide of complaints about invoices and/or the work executed and services provided within 48 hours after the complaint arose, in a motivated statement.

2. If a defect is reported later, the guest will no longer have an absolute right to replacement, repair or compensation.

## **11 Intellectual property**

1. Unless agreed otherwise in writing, tour guide retains all intellectual absolute rights, including copyright, on all data, provided information, quotations, routes, etc.
2. Aforementioned intellectual rights may not be copied, shown to third parties, be made available, resold or used in other ways without written permission from tour guide.

## **12 Settlement of disputes**

1. Dutch law applies to these Terms and Conditions.
2. Parties will only appeal to the courts after all efforts have been made to settle a dispute in mutual consultation.
3. Contrary to the legal limitation periods, the limitation period of all claims and defences against the tour guide and third parties involved is 12 months.