



## TERMS AND CONDITIONS DUTCH TOURS

**By purchasing a ticket with Dutch Tours, you confirm that you have read, understood and accepted the following terms and conditions:**

### **Applicability**

These terms & conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services by or on behalf of Dutch Tours.

Parties can only deviate from these conditions if they have specifically agreed upon in writing.

The parties expressly exclude the applicability of supplementary and/or deviating (general) terms and conditions of the customer or of third parties.

### **Offers and quotations**

Offers and quotations from Dutch Tours are without engagement, unless expressly stated otherwise.

An offer or quotation is valid for a maximum period of two (2) weeks from its date, unless another acceptance period is stated in the offer or quotation.

If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.

Offers and quotations do not apply on repeated orders, unless the parties have agreed upon this explicitly and in writing.

### **Prices**

All prices used by Dutch Tours, both on her website, on the platforms of third party vendors and in its offers and quotations are in EUR (€), are exclusive of VAT and of any other costs such as administration costs and levies, unless stated or agreed upon otherwise.

Dutch Tours is entitled to adjust all prices for its products and services, shown on its website, the website of third party vendors or otherwise, at all times.

The parties agree on a total price or price per person (per day) for a service offered by Dutch Tours.

### **Payments Regular Tours through website or third party vendors**

Tours purchased on the website of Dutch Tours or on the website of a third party vendor such as, but not exclusively, Viator, Tripadvisor, Civitatis, GetYourGuide, are always paid in full upon booking.

### **Payments Private (Multiple Day) Tours through website or third party vendors**

Private Tours purchased on the website of Dutch Tours or on the website of a third party vendor such as, but not exclusively, Viator, Tripadvisor, Civitatis, GetYourGuide, are always paid in full upon booking.

### **Payments Multiple Day Tours Travel Agents**

Dutch Tours requires a down payment of 50% within 14 days of the date on the agreed proposal. The remainder of the sum is due 60 days before the scheduled trip.



Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, they are legally in default, without Dutch Tours having to send the customer a reminder or to put them in default.

#### **Consequences of late payment for Multiple Day Tours Travel Agents**

If the customer does not pay within the agreed term, Dutch Tours is entitled to charge an interest of 3% of the agreed total amount per month from the day the customer is in default, whereby a part of a month is counted for a whole month.

If the customer does not pay in time, Dutch Tours may suspend its obligations until the customer has met their payment obligation. Any extra costs coming from this suspension of obligations, are for the account of the customer.

In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Dutch Tours on the customer are immediately due and payable.

If the customer refuses to cooperate with the performance of the agreement by Dutch Tours, they are still obliged to pay the agreed total price to Dutch Tours.

#### **Right of withdrawal Regular Tours and Private Tours**

Tours purchased on dutch-tours.com are refunded when requested at least 24 hours prior to departure. Horse riding tours purchased on dutch-tours.com are refunded when requested at least 120 hours (5 days) prior to departure. Cancellations received less than 24 hours (or 120 hours for horse riding) prior to tour departure will be charged in full. Please note that other cancellation policies may apply if you have made your reservation through a third party. For tours purchased through travel agencies, you will be refunded as described in their policy.

#### **Right of withdrawal Private Multiple Day Tours**

Private multiple day tours can be cancelled free of charge until 60 days before departure date. At a cancellation between 59 days and 30 days before departure date, the cancellation fee is 50% of the total amount. At a cancellation within 29 days before departure date, the cancellation fee is 100% of the total amount.

#### **Right of withdrawal Multiple Day Tours**

Private multiple day tours can be cancelled free of charge until 60 days before departure date, and exclude the agent fee and entrance tickets to museums and attractions. Entrance tickets must be bought well in advance for certain museums and attractions, to secure the date and time slot. At a cancellation between 59 days and 30 days before departure date, the cancellation fee is 50% of the total amount. At a cancellation within 29 days before departure date, the cancellation fee is 100% of the total amount.

The minimum number of participants for multiple day tours is 4. This means that if the group size, due to individual cancellations, will be less than 4 persons, the regular cancellation fees apply for the individual cancellations and the customer is obliged to pay for a minimum number of 4 guests.

#### **Cancellation by Dutch Tours - Regular and (Multiple Day) Private Tours**

We reserve the right to cancel or change a tour if a minimum of participants is not met. The minimum of participants is 2 through a direct booking at our website, or 3 participants from a third



party vendor. We reserve the right to cancel or change a tour at any time in the interests of passenger safety. For the tours that involve the Wadden Sea, we reserve the right to replace any boats in the interests of passenger safety. Although the Waddensea is a very calm sea, the weather may alter the status of your tour at any time. In rough sea conditions, the boat captain may decide to delay the time of departure or return early to the main land. If your tour is cancelled, due to adverse sea or weather conditions, or the minimum number of participants is not met, we will try to rebook you to a different date under the same conditions as your original booking. If that is not possible, a full refund will be given. In general, tours will always be executed, no matter the weather conditions. Only in case of severe weather and restricted by government announcements a tour will be cancelled under a full refund.

#### **Cancellation by Dutch Tours – Multiple Day Tours Travel Agents**

In the case that one of the owners, also drivers and guides, of Dutch Tours is unable to perform a tour, due to a force majeure situation, Dutch Tours takes it upon herself to arrange for substitute drivers and/or guides. In such a case, we cannot guarantee that the replacing drivers/guides will be female.

#### **Complimentary tickets – Regular and (Multiple Day) Private Tours**

There is no guarantee that wildlife will be seen on your tour. In the unlikely event that no wildlife is spotted on your tour, we do not refund the tour price but may offer a complimentary ticket valid for two years and for returning passengers only. Please remember to bring the ticket and your ID when checking in for the complimentary tour.

#### **Check in Deadline – Regular and (Multiple Day) Private Tours**

Check-in deadlines apply and may be strictly enforced. To help us get your tour away on time, please ensure you are at the pickup location 20 minutes before departure time. Arrival after the check-in deadline may result in you losing your tour and the entire fare paid. We are not liable to you for any direct or indirect loss or damage you may suffer as a result of your late arrival at the pickup location.

#### **Health & safety**

All tours carry a degree of risk and by participating in the tour provided by us you are expressly assuming those risks personally and are, to the maximum extent permitted by law, releasing us and our officers and employees from any liability, claims, losses, damages or expenses caused by any event, including, but not limited to: personal injury or death, property loss or damage, acts which may be construed as negligent or accidental, any other loss, damage, suffering, emotional or nervous disorder.

To ensure maximum safety and enjoyment of the tour by yourself and other passengers you must follow all reasonable instructions given by our staff before, during and after the tour and you agree that you will ensure that any children in your care do the same. You are responsible for the safety and protection of your own personal possessions at all times.

It is the discretion of the guides at the horse riding tour to place you in a group of a certain level and on a horse of their choice. They may refuse a booking if fitness levels are not met.

Even if you have a booking, we may refuse to carry you if we reasonably believe that carrying you may put the safety or health of any person on the tour or our affiliated partners with the tour in



danger or at risk, or if you have not obeyed the instructions of our staff or a member of the crew relating to safety or security, or if you require special assistance and you have not previously made arrangements for such assistance, or if you are drunk or under the influence of alcohol or drugs, or we reasonably believe you are in unlawful possession of drugs.

#### **Insurance**

Customers, for regular, private as well as multiple day tours, undertake to have an adequate travel and health insurance upon their arrival.

#### **Bicycle tours**

Wearing a helmet is mandatory. Biking is only allowed under supervision of your guide and on the designated routes. Dutch Tours will decide which bike is most suitable for the participants for safety reasons. Children must be accompanied by an adult at all times. We do not allow cycling in Amsterdam itself. You must have full health and liability insurance for: injuries, theft, damage to the bicycles or third party property. You must carry proof of insurance with you during the tour.

#### **Horse riding tours**

It is the discretion of the guides at the horse riding tour to place you in a group of a certain level and on a horse of their choice. They may refuse a booking if fitness levels are not met.

We ride year-round. Kids should be at least 12 years old, and all riders should be under 85 kg / 187 lbs. Make sure you wear suitable breeches/riding pants and closed shoes (preferably with a heel). Jeans will often give a nasty rub! We will provide a safety helmet and half chaps that are compulsory to be worn inside the stables as well as during the tour. No bulky jackets or loose clothes and hair must be able to fit under the helmet. Due to the nature of this activity, we do require that you sign a release prior to the ride.

In case of severe weather, the trip can be canceled. We will always inform you timely and offer you a full refund or a new tour on a date of your choice.

#### **General terms**

Dutch Tours will not refund if a member of the group decides not to participate in the daily tours or activities. Alternative transportation will be at your own cost.

While we can suggest and make arrangements for hotels, we cannot book them for you due to our insurance under VvKR membership.

#### **Duty to inform by the customer**

The customer shall make available to Dutch Tours all information, data and documents relevant to the correct execution of the booked activities, in time and in the desired format and manner

The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties

If and insofar as the customer requests this, Dutch Tours will return or destroy the relevant documents after the tour(s) is (are) over.

If the customer does not timely and properly provides the information, data and documents reasonably required by Dutch Tours and the execution of the planning of the tours is delayed by this, the resulting additional costs and extra hours will be charged to the customer.



### **Liability**

All activities are undertaken entirely at client's own risk. Clients must behave in a fit and proper manner at all times in accordance with Dutch Tours' guidelines and they must take proper responsibility for their own safety. All tours and outdoor activities carry inherent risks. Dutch Tours does not assume any responsibility for accidents that are caused by its customers or are caused by factors outside of human control (Force majeure). Dutch Tours, its managers and staff accept no responsibility or liability for any loss or damage of passenger's property. With the purchase of your trip you agree to these conditions, understand its implications and accept responsibility for your participation during your tour. For the horse riding tours a separate waiver must be signed.

### **Complaints**

If a delivered service does not comply with what you should reasonably expect from Dutch Tours and/or the service(s) provided, you must inform Dutch Tours of this as soon as possible, but no later than a week after the provided service(s) took place.

You should give as detailed a description in writing as possible of the shortcoming(s), so that Dutch Tours is able to respond adequately.

We aim to do our best to resolve your complaint within one week after we receive it (excluding weekends). We aim to resolve all complaints within 4 weeks after reception (excluding weekends). After investigating your complaint, we will send you a final written response and advise you whether we have upheld the complaint or not.

Where we have upheld your complaint, we shall highlight to you how we will resolve your dissatisfaction. If you agree to the resolution, then we will consider the complaint closed. If we did not uphold your complaint, then we shall advise you accordingly of the reason and how we reached this outcome. Where we cannot resolve your complaint within the prescribed eight weeks, we shall advise when we shall be able to resolve the complaint.

### **Warranties**

While Dutch Tours strives to provide accurate information, the website may contain inaccurate, incomplete, or out-of-date information. We take no responsibility for errors or omissions in the content of the website and make no commitment to update such information. Dutch Tours shall not be liable for any damages relating to the use of, or reliance upon, the website or such information, features, material or services. Dutch Tours is a member of the VvKR (the Dutch association for small scale travel organizations, [www.vvkr.nl](http://www.vvkr.nl)), registered as Dutch Tours. As Dutch Tours is not offering package travel agreements (including overnight stay), we are not required to have a membership to a guarantee scheme like SGR, GGTO or STO Garant.