

Terms and conditions In & Out Zandvoort Tours

Article 1 General

In&Out Zandvoort Tours is a partnership, registered at the Chamber of Commerce with number 68573197 and at the Dutch tax authorities with VAT number NL.8575.02.840.B01 (hereinafter called: In&Out Zandvoort).

Article 2 Applicability

These terms and conditions are applicable to all services In&Out Zandvoort facilitates (hereinafter called: Tours) to the other party (hereinafter called: Other Party) and all legal relationships existing thereof.

Article 3 Prices and payments

Prices of the facilitated Tours are listed at the website. Payments shall take place when booking the Tours through payment methods as listed at the website. If a payment is not done prior to the Tours taking place, In&Out Zandvoort has the right to exclude the Other Party from participating in the Tours.

In&Out Zandvoort has the right to change her prices. If the price change entails an increase of 8% or more or if an increase takes place within three months after booking the Tours, the Other Party has the right to terminate the agreement.

Article 4 Duty to inform

The Other Party shall inform In&Out Zandvoort of any medical and/or conditional limitations or other particular circumstances that could have an effect on participating in the Tours. In&Out Zandvoort shall make an estimation whether the Tours are suitable for the Other Party and shall make a genuine effort to accommodate particular circumstances, unless in all reasonableness and fairness this cannot be expected from In&Out Zandvoort.

Regardless of the effort In&Out Zandvoort has made to medical and/or conditional limitations or other particular circumstances, The Other Party is and remains responsible for participating in the Tours. In&Out Zandvoort accepts no liability thereof.

Article 5 Alteration

In&Out Zandvoort is entitled to alter the Tours. In&Out Zandvoort shall inform the Other Party about the alteration in writing. The Other Party is obliged to accept the alteration in reasonableness and fairness. In case of rejection of the alteration, the Other Party shall inform In&Out Zandvoort in writing why the Other Party believes that the extend of the alteration is cause for restitution.

Article 6 Cancellation

In&Out Zandvoort can only cancel due to grave circumstances which are immediately communicated to the Other Party. In&Out Zandvoort shall then offer another Tour of similar or better quality. In case the Other Party does not accept this offer, the Other Party has the right to restitution.

Grave circumstances are, amongst other things, when the number of registrations for Tours is smaller than required and the Other Party has known about the required amount of registrations prior to the Tours.

The Other Party can cancel the Tours at all time with immediate effect. In case the Other Party cancels for a reason imputable to him/her, the Other Party shall compensate In&Out Zandvoorts losses. This compensation shall not be more than the price of the Tours.

In addition both In&Out Zandvoort and the Other Party may cancel in case of force majeure. Force majeure is an abnormal and unforeseeable circumstance that is not depending on the will of the party invoking force majeure and which could not have been prevented by any precautions.

Article 7 Transferability ticket

The Other Party is allowed to transfer tickets to another person, provided that the Other Party shall inform In&Out Zandvoort about this in writing prior to the Tours. The Other Party can only transfer the ticket to a person with equal abilities to participate in the Tours, so it will not cause any inconvenience for In&Out Zandvoort.

Article 8 Refusal of participants and termination of Tours

If the Other Party causes nuisance or inconvenience, he/she may be excluded from participating in the Tours without the right to restitution. Excessive alcohol and/or drug abuse is reason to terminate the right to participate in the Tours. Costs and/or damages due to nuisance or inconvenience being borne by the Other Party. In&Out Zandvoort has the right to recover these costs.

The Other Party shall obey by regulations and/or conditions set at the Tours destination. In&Out Zandvoort shall clarify specific regulations and/or conditions on site in case this is necessary. The Other Party shall fill out any required forms and/or accept general terms and conditions on site. Rejecting to obey by regulations and/or conditions, filling out forms and/or accepting general terms and conditions may be reason to terminate the right to participate in the Tours. Costs and/or damages thereof being borne by the Other Party. In&Out Zandvoort has the right to recover these costs.

Furthermore In&Out Zandvoort has the right to refuse participants in case In&Out Zandvoort deems it necessary in reasonableness and fairness. In&Out Zandvoort shall clarify and inform the Other Party about this refusal in writing.

Article 9 Bus Tours

With regard to the bus Tours, In&Out Zandvoort uses busses of IJmond Tours. IJmond Tours is affiliated with the umbrella organization “Royal Dutch Transport (KNV)”. The Other Party hereby declares to agree with the general terms and conditions of KNV Bustransport. These terms and conditions will be simultaneously provided with these terms and conditions.

Article 10 Intellectual property

Photos, films or other materials or records made by In&Out Zandvoort during the Tours are property of In&Out Zandvoort. The Other Party permits the use of photos, films or other materials

or records on which he/she is depicted. In&Out Zandvoort has the right to use, make public and/or multiply these photos, films, materials or records in any way In&Out Zandvoort sees fit. In&Out Zandvoort take proper care when doing this. The Other Party has the right to communicate in writing to In&Out Zandvoort that he/she does not wish for In&Out Zandvoort to make his/her photos, films, materials or records public.

Article 11 Privacy

In&Out Zandvoort shall act with due care in executing her Tours and services. Tours and participants to the Tours shall not be discussed or shared on social media without permission or de-identifying extensively the source of such information.

In&Out Zandvoort shall record data with a maximum of one year after the Tours takes place for reasons of keeping a customer base and reasons of marketing and has the right to carefully destroy data afterwards.

Data is recorded in line with the General Data Protection Regulation. The Other Party consents to processing of personal data. The Other Party can withdraw this consent at any time, and/or has the right to invoke his rights to access, inspect, forget, limit, rectify, object and or data portability.

Article 12 Liability

In&Out Zandvoort limits liability to the owed and paid invoice amount concerning the Tours. Liability for indirect or consequential damages are excluded. In&Out Zandvoort is not responsible for theft or loss of property.

All liability claims that have not been sent to In&Out Zandvoort by registered letter within a year after discovery shall be void unless in cases of intent or willful recklessness of In&Out Zandvoort.

The Other Party indemnifies In&Out Zandvoort for all claims of third parties in connection to the Tours unless in cases of intent or willful recklessness of In&Out Zandvoort. Costs of defending such claims shall be borne by the Other Party.

Article 13 Complaint handling

Complaints about the Tours or services of In&Out Zandvoort must be communicated in writing to In&Out Zandvoort within five days of occurrence of the complaint. In&Out Zandvoort shall give a detailed response within fourteen days after receiving the complaint. In case a complaint requires a longer processing term, In&Out Zandvoort shall give an indication of the duration in which the Other Party may expect a detailed response.

Article 14 Applicable law and forum choice

All agreements and legal relationships between In&Out Zandvoort and the Other Party shall be governed by Dutch Law.

The terms and conditions are drafted in Dutch and English. In case of dispute, the Dutch version prevails and is binding.

Disputes that are not sufficiently settled through the complaint handling Clause in article 13, shall be submitted to the exclusive jurisdiction of the competent court of Amsterdam.