



The following Terms & Conditions apply when buying tickets via GuideandGo.com

## 1. Definitions

1.1 In these general conditions the following terms have the following meanings:

Offerors: natural or legal persons who offer Vouchers to Customers via the Website;

Conditions: these general conditions;

Services: all products and services offered by Offeror, including but not limited to daytrips and excursions, transfers, discount passes and tickets of admission;

GuideandGo: Guide and Go B.V., with its registered office in the Joop Geesinkweg 901,999, 1114 AB Amsterdam-Duivendrecht, registered with the Chamber of Commerce under number 61134805;

Customer: the purchaser of Vouchers;

Agreement: all agreements between the Customer and Offerors, including all modifications and additions to the same with respect to Services;

Parties: Customer and Offerors;

Vouchers: the (electronic) tickets that serve as proof of purchase and/or admission for Services supplied by Offerors;

Website: the website [www.guideandgo.com](http://www.guideandgo.com) operated by GuideandGo including mobile applications (apps), on which Offerors' Vouchers are offered;

All definitions have the same meaning in the singular and plural unless explicitly provided otherwise.

## 2. Applicability

2.1 These general conditions are applicable to all orders for Vouchers placed by Customers via the Website and to all agreements and legal consequences ensuing from the same.

2.2 The applicability of the Customers' conditions (for purchase) is explicitly excluded.

2.3 If any provisions of these Conditions is null and void or is voided, the other provisions of these general conditions will remain fully in effect and GuideandGo and the Customer will consult with each other to agree to new provisions to replace the void or voided ones, whereby the purpose and meaning of the void or voided provision will be taken into account as far as possible.

2.4 Offerors' general conditions of sale can also be applicable alongside these Conditions.

## 3. (Purchase)agreement with Offers

3.1 All offers on the Website are free of obligation and subject to availability. GuideandGo can reasonably not be bound by manifest mistakes and/or clerical errors in offers, tenders and Agreements.

3.2 The Customer acknowledges that GuideandGo is acting solely as intermediary in the formation of agreements pursuant to the acquisition of the Offerors' Vouchers. The Customer's order of Vouchers and its acceptance by the Offeror concerned forms a direct purchase agreement between the Customer and the Offeror concerned. GuideandGo shall never be party to any (purchase) agreements between Customer and Offerors. GuideandGo distributes the Vouchers on behalf of Offerors and collects all payments pertaining to the purchase of Vouchers on behalf of Offerors.

3.3 The Customer warrants the accuracy of personal details he provides to GuideandGo in the context of a purchase of Vouchers. Customer bears the risk of loss, theft, or misuse of Vouchers should any personal details provided be inaccurate.

3.4 Unless otherwise agreed or stated by GuideandGo, the Customer is bound to direct all correspondence concerning the Services and payments and the Vouchers, including for example but not limited to withdrawal, cancellation, complaints and service, directly to Offerors. GuideandGo shall ensure to the extent necessary that the Customer receives all contact details for Offerors as may be required.

3.5 GuideandGo does not warrant the accuracy of any product descriptions, photos, and product characteristics and prices provided by Offerors and placed on the Website.

3.6 GuideandGo and Offerors are entitled at all times to refuse all or part of an order without further information and without bearing any liability in any way for any damage, such as if GuideandGo and/or Offerors have an indication or suspicion that the Customer will not meet its payment obligations, the Vouchers are not available and/or there is some abuse on the part of the Customer.

3.7 All reservations concerning Services made via the Website are subject to the approval of the Offeror and are subject to change. GuideandGo is not a contracting party to and plays only a facilitating role in any reservations.

## 4. Prices and Payments

4.1 The Customer is bound to pay the price for ordered Vouchers only and exclusively to GuideandGo and is not relieved of its payment obligation towards GuideandGo should the Customer make payment directly to Offerors.

4.2 All prices for the Vouchers are stated in Euros unless indicated otherwise. Unless agreed otherwise, all prices include VAT and other taxes and/or fees but exclude costs of transport, packaging, insurance, and export and import duties. The Customer bears these costs.

4.3 Upon failure to pay on time and in full, the Customer shall owe GuideandGo all statutory interest and extrajudicial costs of collection as follows:

a) if the Customer is a consumer, extrajudicial costs of collection shall be calculated in accordance with the Extrajudicial Collection Costs Fees Decree to the extent that the unpaid amount - once default has occurred - is not paid in full after demand for payment within 14 days as from the day following the date of the demand for payment by Customer.

b) if the Customer acted in the exercise of a profession or business the extrajudicial collection costs shall be set, without need to make any demand or give default notice and contrary to Article 6:96 paragraph 4 Dutch Civil Code and in departure from the Extrajudicial Collection Costs Fees Decree, at a sum equal to 15% of the total unpaid principle but no less than EUR 75.00.

## 5. Delivery, cancellation of retention of title, risk, transfer

5.1 GuideandGo shall send the Vouchers one time only to the email or other address provided by Customer and make these available on a secured portion of the Website. GuideandGo shall send the Vouchers as soon as possible after an order is placed. Delivery dates given by GuideandGo are only indicative. Failure to meet a date cannot result in liability for compensation on the part of GuideandGo. Other than as so provided by mandatory statute, the Customer cannot annul or terminate an agreement when a delivery date is not met.

5.2 The Customer is bound to review the Vouchers for accuracy upon receipt and to comply with any additional instructions given on the Voucher or its transmitting email.

5.3 Unless agreed otherwise, the Customer not entitled to cancel or exchange Vouchers once ordered.

5.4 The Vouchers remain the property of the Offerors until the Customer has paid the purchase price in full.

5.5 All risk of loss, theft or misuse of the Vouchers transfers to the Customer as from the moment that the Vouchers reached him. GuideandGo is not liable for delay in delivery or loss due to use of email, Internet, or other means of communication.

5.6 The Customer is not entitled without GuideandGo's prior written consent to transfer any right following from the Agreement to a third party.

## 6. Customer details, privacy and intellectual property rights

6.1 GuideandGo shall collect details from the Customer insofar as necessary to implement the Agreement. The details will be used to the extent permitted by law for the business operations of Offerors, its affiliates, or third parties and shall not be stored any longer than needed for its business operations. The Customer grants GuideandGo irrevocable consent for the use and storage of his (personal) details.

6.2 The Customer warrants the accuracy of the (personal) details he provides and will notify GuideandGo immediately when these change.

6.3 GuideandGo is entitled to provide the Customer's (personal) details to third parties if:

- a) necessary for fulfilment of obligations under the Agreement;
- b) GuideandGo has third parties take measures (for collections) against the Customer;
- c) GuideandGo wishes to have a credit report drawn up;
- d) GuideandGo is bound by law or regulation to do so.

6.4 All subject headings, photos, texts, and other materials used for the Vouchers or the Website remain at all times the property of GuideandGo and/or Offerors and may not be duplicated or transferred or given in use to third parties without the prior written consent of GuideandGo and/or Offerors.

## 7. Conditions and changes of services

7.1 GuideandGo is not responsible for the quality, content, and fulfilment of the Services.

7.2 Offerors are entitled to change, relocate, or cancel a Service in accordance with the Offerors' Conditions. Should GuideandGo become aware of a change, cancellation or relocation of a Service it will

attempt to so inform the Customer. The Customer should approach the Offeror concerned in case of the cancellation or relocation of an event. Only if and to the extent that an Offeror gives GuideandGo instructions to make restitution of the purchase price for Vouchers will GuideandGo proceed to do so. GuideandGo is never liable for compensation towards the Customer in case of relocated, changed, or cancelled Services.

7.3 Offerors can set additional Conditions with which the Customer must comply.

7.4 Vouchers may not be resold to third parties and/or used for commercial purposes without the prior written consent of Offerors and/or GuideandGo.

## 8. Force majeure

8.1 GuideandGo is not bound to meet its obligations pursuant to the facilitation of the Agreement if it cannot do so in consequence of circumstances outside its control (force majeure).

8.2 Force majeure is understood to mean but not exclusively, strikes, non-delivery, partial delivery and/or late delivery by suppliers, war and danger of war, terrorism, bans on import and export, epidemics, traffic disruption, loss or damage in transport, fire, theft, disruption in the supply of energy, Internet, and means of communication.

## 9. Liability

9.1 GuideandGo is not liable for damage and costs on the part of the Customer consequent to acts and omissions of Offerors and/or the participation in and/or use of the Services by the Customer.

9.2 If and insofar as GuideandGo should be liable despite the above, the amount of damages shall be the largest sum paid by the Customer for the Vouchers concerned or as the case may be the amount paid out by GuideandGo's insurers, unless the harm is due to intent or wilful recklessness on the part of GuideandGo.

## 10. Applicable law and Disputes

10.1 The Law of The Netherlands governs these Conditions and the Agreement.

10.2 All disputes between GuideandGo and the Customer arising from the order of Vouchers via the Website shall be submitted to the competent court in 's-Hertogenbosch, unless GuideandGo chooses to bring the action before the court of the Customer's place of residence or some other court with jurisdiction under the law.

10.3 The Vienna Sales Convention (CISG) explicitly does not apply.