

-Terms and conditions of Best Tours Europe-

Article 1. Definitions

1. Under general terms and conditions we refer to these terms and conditions.
2. Under Best Tours Europe we mean the user of these terms and conditions. Also, Best Tours Europe acts under various other trade names, these trade names are listed in annex 1.
3. Customer or participant: any (legal) person who enters into an agreement with Best Tours Europe and/or actually participating in, or are using, a program and/or activity, service, décor and/or material of the organization.
4. "consumer" means a person not acting in the exercise of a profession or business.
5. professional customer: any (legal) person not coming under the definition of "consumer". On the professional customer title 5 section 2b book 6 of the Dutch Civil Code shall not apply.
6. activity or event: any activity organized for a counterparty by Best Tours Europe or one partner of Best Tours Europe as a stand-alone activity or intended as part of a day program or another program, which both inside and outside can be performed.
7. Program: collection of activities by Best Tours Europe organised or offered, as well as offering related facilities. The activities of a program can also exist with assisting in and/or support of (parts of) a program and/or activities of the participants of Best Tours Europe.
8. Partner: a (legal) person who run commercial activities or otherwise, and/or accompanies. Each activity is for the purpose of, or in collaboration with, Best Tours Europe.
9. group: several participants or customers jointly enter into an agreement with Best Tours Europe. They possibly using an agent/tour operator.
10. Agent/tour operator: a (legal) person who, commercial or otherwise, enters into an agreement with Best Tours Europe for or on behalf of one or more (potential) participants or a group.
11. representative/Representative: a person who, in the service of Best Tours Europe or one of its partners or otherwise on behalf of Best Tours Europe or one of its partners a supporting role in a corresponding/activity for Best Tours Europe or one of its partners.
12. quotation: a non-binding offer by Best Tours Europe. If a term in a quotation or offer is indicated, this is no longer a voluntary basis. A quote or offer expires automatically when the object to which the offer relates no longer is available. A quotation can be prepared at the request of any other party. There are firm offers on the website of Best Tours Europe. A quote can also be prepared fully to the wishes of the other party, then the program is drawn up by Best Tours Europe on the basis of these desires.
13. agreement/Order: at the time that the other party in writing, i.e. by letter or email, agree to a quote, an order/agreement.
14. confidential information: all information between parties will need to be treated as confidential.
15. Reservation/booking value calculation: the total amount provided for in the agreement of Best Tours Europe is mentioned for the program and/or activities, services and/or materials. This amount includes the cost of Best Tours Europe and the VAT payable amount.
16. other party: all parties where Best Tours Europe sends a quote and/or an agreement with it is going to.
17. in writing: by letter or email.

Article 2. Scope of the general terms and conditions

1. these general terms and conditions apply to all activities, quotes, orders, offers and agreements which are entered into by or on behalf of Best Tours Europe for individuals and/or groups and/or customers and/or agents.
2. If in the agreement other conditions are written, and these conditions are conflicting with these terms and conditions, the conditions in the agreement will prevail.
3. the other party accepts the applicability of these terms and conditions by entering into an agreement with Best Tours Europe or by participating in a program or activity of Best Tours Europe or one of its partners and by settlement of the fees.
4. If other terms apply to an agreement, which in addition to these terms and conditions are made, then in case of conflict these terms and conditions will apply.
5. For information to a foreign counterparty, an English translation/version of these terms and conditions is made. The Dutch version remains at all time in force. This means that, for example, as a result of an incomplete or incorrect translation, the General conditions which prevail are the terms and conditions that have been drawn up in Dutch.

Article 3. Terms and conditions applicable to tenders

1. any quotation is only a non-binding offer to enter into an agreement with a counterparty by Best Tours Europe. The actual order/agreement applies only if Best Tours Europe has confirmed in writing to the other party. Best Tours Europe has so the right to withdraw a proposal, offered by Best Tours Europe, until written acceptance from the counterparty has been received.
2. the availability of the product which is mentioned in the quotation is not guaranteed until the quotation has been converted to an order/agreement. It may be that the performer of the activity an other party is then indicated on the quotation, this does not affect the activity or the booking value.
3. errors/typos/slips etc, in a quotation or other manifestations of Best Tours Europe, are not binding if the other party reasonably could have been expected to know that this statement at a normal presentation never would be done by Best Tours Europe.

Article 4-payment conditions

1. the fee for an order/agreement should be paid before the start of the activity or the program, in accordance as stated in article 4.2 of these terms and conditions, unless otherwise agreed.
2. The rates listed below are applied to the total order amount, based on the confirmation of the most recent quote:
 - orders/agreements falling through the website of Best Tours Europe are agreed directly via the indicated payment methods to be complied with;
 - on other orders/agreements subject Best Tours Europe 50% of the total booking value 4 weeks before the execution date to have received;
 - on other orders/agreements subject Best Tours Europe 100% of the total booking value 1 week before the date of implementation.
3. payment can be made by bank transfer/credit card/Ideal.

4. late and/or incomplete payment by the other party gives Best Tours Europe the right to dissolve the order/ agreement in whole or in part and claim full payment of the booking value.
5. for late or incomplete payment by the other party Best Tours Europe will send a reminder. After the expiry of the term in the reminder, the other party is legally in default and a third will be enabled to collect the amount due. In this case the additional collection costs shall be borne by the other party. The collection costs amount to 15% of the invoice.
6. Best Tours Europe is also entitled to additional damages for costs already incurred in the framework of the order/agreement.

Article 5. Content of the order/agreement

1. Best Tours Europe offers activities but will never be performer of these activities, the implementation is done by a third party. The performer shall at all times be liable for any damage in the implementation of the activity.
2. the participant of the order/agreement with Best Tours Europe or one of its partners is concerned, will be jointly and severally liable for all obligations arising from this order/agreement. Each customer will be held accountable for his or her own role.
3. Each participant must, prior to the emergence of the order/agreement, inform Best Tours Europe to the best extent necessary on personal circumstances of the participants which withhold a person participating in an activity or a part of an activity. This obligation applies in particular to relevant medical restrictions.

Article 6. Confidential information/confidentiality

1. without prejudice to the powers and authority granted to Best Tours Europe and general conditions in the agreement, the Parties shall observe strict secrecy with regard to confidential information, despite all the legal obligations.
2. without the prior written consent of the other party, none of the parties available information will be made available to third parties.
3. parties will oblige their employees, and any other third parties, to these provisions relating to secrecy.
4. the other party is expressly forbidden to refer to the details of Best Tours Europe, the agreement and/or the terms and conditions in publications and/or media and/or social media and/or advertising without the written permission of Best Tours Europe.
5. if the other party does not comply with the provisions as stated in this article, the other party to Best Tours Europe a direct fine of € 5000.0-per incident.

Article 7. Changes by Best Tours Europe

1. any changes to the order/agreement be reported immediately to the other party.
2. Best Tours Europe has the right to unilaterally make changes on one or more points and/or parts of the offered program or activity. In this case, this will not affect the booking value. If possible, Best Tours Europe will offer the other party an alternative that causes the specificity, quality and nature of the program or activity remain intact in accordance with the agreed booking value.

Article 8. Implementation of the agreement

1. Best Tours Europe is obliged, in accordance with the expectations that the participant can reasonably have, on the basis of the order/agreement the order/agreement. If unforeseen circumstances take place, Best Tours Europe, as far as reasonably possible, is required to help or assistance the customer, group or tour operator if the order/agreement, program or activity fails.
2. if a complaint is not satisfactorily handled at the time that the activity/program takes place, there can be submitted a complaint after the end of the activity/program, including clear written reasons of the complaint. A complaint must be made within 7 days after the activity/the program. Best Tours Europe will come with a written response within 14 days after receiving the complaint.
3. the other party is obliged to listen to all indications by Best Tours Europe or one of its partners, with a view to the effective implementation of the order/agreement.
4. another party that such nuisance or disturbance, including late arrive on the activity so that the implementation of the program/activity is seriously hindered or can be bothered or that danger is caused to that person or others may by Best Tours Europe or one of its partners are excluded from participating in the activity/program. All additional costs arising from this decision will come at the expense of the excluded participant, customer, group or tour operator.
5. it is not possible to derogate from the start time of an activity/program.
6. at the express request of a customer, group, tour operator a program can be delayed, provided that this has been confirmed in writing. Deviations from the agreed departure times will always be entirely at the expense of the other party. If there are abnormalities of the duration of the activity/program so that it is cut short parts of the program can be changed and/or shortened and/or completely lifted.
7. Best Tours Europe reserves the right to photographic or other recordings made during the execution of the order/agreement, the program or activities for promotional purposes. Objections to this provision must be submitted in writing within 14 days after the recording at Best Tours Europe.
8. each participant is required to present a valid ID to show at the request of Best Tours Europe or one of its partners.

Article 9. Cancellation policy

1. Only orders/contracts for 1 to 9 people are up for cancelation to 15 days before the start of the activity, free of charge. For all other cancellations there will be charged a fee.
2. A cancellation must be made in writing to Best Tours Europe. The written confirmation of Best Tours Europe counts as final cancellation.
3. No rights can be derived from a verbal cancellation.
4. Cancellation fees will be calculated on the basis of the booking value. Specifically, the cancellation costs as follows:

For orders/agreements with 10 or more persons are subject to the following cancellation fees:

- Up to 32 days before the agreed date to the execution of the order/agreement: 10% of the booking value.
- Between 31 and 21 days prior to the agreed date to the execution of the order/agreement: 25% of the booking value.

- Between 20 and 14 days before the agreed date to the execution of the order/agreement: 50% of the booking value.
- Between 14 and 7 days before the agreed date to the execution of the order/agreement: 75% of the booking value.
- Less than 7 days before the agreed date to the execution of the order/agreement: 100% of the booking value.

For orders/agreements with 1 to 9 persons are subject to the following cancellation policy:

- Between 15 and 8 days before the agreed date to the execution of the order/agreement: 50% of the total booking value.
- Between 7 and 3 days before the agreed date to the execution of the order/agreement: 75% of the booking value.
- Less than 48 hours before the start of the activity, the event or program:
100% of the total booking value.

5. If the other party does not show up for the activity/program, no refunds will be given on the order/agreement on behalf of Best Tours Europe or one of its partners.

6. Best Tours Europe has the right to change the order/agreement, in case of extreme conditions to cancel. Include the circumstances that cannot be recovered or prevented, including, but not limited to: (civil) war, terrorism or terrorist threat, political unrest, natural disasters, extreme weather conditions, food shortages, strikes. Best Tours Europe is required to the participant immediately of the cancellation.

Article 10. Liability

1. Best Tours Europe mediates on one side for clients, groups and agents in activities, events or programs it organizes with on the other hand, among others, transport companies, hotel operators, tour operators, and other natural and legal persons. In short, Best Tours Europe sets the program but is not responsible for its implementation. Best Tours Europe shut down any liability for accidents, personal injury, delays, irregularities, damage, or loss or theft of belongings or carry-on baggage from at the time of the execution of the activity/the program.
2. Participation in activities, events or programs used by Best Tours Europe or one of its partners are organized are entirely at your own risk of the participant. In addition, the participant responsible for the assessment of whether he/she sufficiently fit and healthy can take part to the activity, the event or program. Except in the case of intent or gross negligence on the part of Best Tours Europe itself is Best Tours Europe not be liable for any (consequence) damage suffered by the applicant as a result of an accident that occurs during activity, the event or program, unless and to the extent that exclusion of liability is not allowed by the law.
3. The customer, a group or tour operator is recommended to have cancellation insurance, accident insurance and/or travel insurance. The customer, group or tour operator is responsible for taking out this insurance on his own. Such insurance can not be closed at Best Tour Europe!

4. In addition to the foregoing points Best Tours Europe is expressly not responsible for the consequences of:
- The inability to (parts of) the program due to the lack of a substantial document (such as ID and/or voucher). The implications of this are for the account of the participant, group or tour operator.
 - The inability to participate in (parts of) the program due to late arrival of a group or one of the participants of the group or one participant.
 - Following the instructions of the representatives of Best Tours Europe or one of its partners to follow.
 - Irresponsible or intentionally damage or act or omission on the part of a group or one or more participants.
 - The acts or omissions of third parties who are not directly involved in the implementation of the agreement.
 - Damage for which a customer, group or tour operator is insured.
 - Conditions that Best Tours Europe cannot be blamed and reasonably cannot be attributed to Best Tours Europe in accordance with the operation or general standards of reasonableness and fairness in society.
5. As far as Best Tours Europe is guilty of a breach, and the client group or tour operator suffers damage as a result, the liability Best Tours Europe are limited to a maximum of 100% of the order/agreement value or over that part of the order/agreement to which the liability relates.
6. The customer, group or tour operator shall be liable vis-à-vis Best Tours Europe for damage or any other disadvantage of Best Tours Europe and/or third parties caused by the acts or omission of the customer, group or tour operator, this includes damage, loss of the possessions of Best Tours Europe or one of its partners caused for the customer, group or tour operator regardless of the cause.
7. The participant should be familiar with the law applicable to the location of the activity, the event or program.

Article 11. Applicable law and final provisions

1. On orders/agreements and all offers relating to the formation of an order/agreement, only Dutch law applies, including mandatory European legislation.
2. If a clause of these general terms and conditions is void or voidable, this shall not affect the validity of the remainder of the terms and conditions. Instead of void or invalid clause(s), what counts as being agreed will be what is closest, within the limits of which are legally allowed, what the parties would have agreed if they are aware of the nullity or voidability had been.
3. Disputes shall be submitted to a competent court in Amsterdam, unless on the basis of a mandatory statutory provision, another judge is designated and without prejudice to the right of Best Tours Europe to an alternative competent court of its own choice.

By signing the undersigned declare that they recognize and accept these terms and conditions.

Annex 1

Including the following brands/ brand names/ websites:

www.viptoursholland.com / www.bestofhollandtours.com / www.bestofhollandtickets.com /
www.excursionsholland.com / www.besttourseurope.nl / www.besttourseurope.com /
www.bestofhollandexcursions.com / www.bestchristmastours.com / www.bestofberlintours.com /
www.excursionsberlin.com / www.excursionsgermany.com / www.excursionsfrance.com /
www.bestofparistours.com / www.bestoffrancetours.com / www.excursionsvienna.com /
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www.excursionsbelgium.com / www.bestofbelgiumtours.com / www.bestofamsterdamcitytours.com
/ bestofamsterdamcitytours.nl