

General terms and conditions

These general terms and conditions apply to all activities performed at Pretpark Tours from November 1, 2021. These general terms and conditions can be found on the website www.pretparktours.nl and are in force at all times.

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§ 1 General terms and conditions website

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Welcome to Pretpark Tours!

These general terms and conditions describe the rules and regulations for the use of the Pretpark Tours website, located at www.pretparktours.nl.

By visiting this website, we assume that you accept these terms and conditions. Do not continue to use Pretpark Tours if you do not agree to all the terms and conditions stated on this page.

Article 1. License

Unless otherwise stated, Pretpark Tours and/or its licensors own the intellectual property rights for all data on Pretpark Tours. All intellectual property rights are reserved. You can access this from Pretpark Tours for your own personal use, subject to the restrictions set forth in these terms and conditions.

You may not:

- Copy or republish any Pretpark Tours material;
- Sell, rent or sublicense Pretpark Tours equipment;
- Reproduce, duplicate or copy any Pretpark Tours material;
- Redistribute content from Pretpark Tours.

This agreement begins on this date.

Areas of this website allow users to post and exchange opinions and information on certain areas of the website. Pretpark Tours does not filter, edit, publish or review comments prior to their presence on the website. Comments do not reflect the views and opinions of Pretpark Tours, its agents and/or affiliate companies. Comments reflect the views and opinions of the person posting their views and opinions. To the extent permitted by applicable law, Pretpark Tours is not liable for the comments or any liability, damage or costs caused and/or suffered as a result of the use of, and/or posting of, and/or the appearance of the comments. on this website.

Pretpark Tours reserves the right to review all comments and remove any comments that may be considered inappropriate or offensive or that violate these terms and conditions.

You warrant and represent that:

- You have the right to post the Comments on our website and have all necessary licenses and permissions to do so;
- The Comments do not infringe any intellectual property right, including but not limited to any copyright, patent or trademark of any third party;
- The comments do not contain any defamatory, abusive, indecent or otherwise unlawful material, which is an invasion of privacy.
- The comments will not be used to solicit or promote any business or custom or current commercial activity or illegal activity.

You hereby grant Pretpark Tours a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce, and edit your Comments in any form, format, or media.

Article 2. Hyperlinks to content

The following organizations may link to our website without prior written permission:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our website in the same way as hyperlinks to the websites of other publicly traded companies; and
- System-wide accredited businesses, with the exception of non-profit recruiting organizations, charity shopping malls, and charitable fundraising groups that are prohibited from hyperlinking to our website.

These organizations may link to our home page, publications or other website information, so long as the link: (a) is not misleading in any way; (b) falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- well-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accountancy, law and consultancy firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not make us look good to ourselves or to our accredited companies; (b) the organization has no negative data with us; (c) the advantage to us of the visibility of the hyperlink compensates for the absence of Pretpark Tours; and (d) the link is in the context of general source information. These organizations may link to our home page as long as the link: (a) is not misleading in any way; (b) not falsely imply sponsorship, endorsement of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations mentioned in paragraph 2 above and are interested in a link to our website, you must notify us by sending an email to Pretpark Tours. Include your name, the name of your organization, contact information as well as the URL of your site, a list of all URLs from which you wish to link to our website, and a list of the URLs on our site that you wish to link to. clutch. Please wait 2-3 Weeks for a response.

Approved organizations can hyperlink to our website as follows:

- Using our company name; or
- By using the unified resource locator being linked to; or
- Using any other description of our linked website must make sense within the context and format of the content on the linking party's site.

Het gebruik van het logo van Pretpark Tours of ander artwork is niet toegestaan voor het linken zonder een handelsmerk licentieovereenkomst.

Article 3. Liability for content:

Pretpark Tours cannot be held responsible for any content that appears on your website. You agree to protect and defend us against all claims made on your website. No link(s) may appear on any website that could be interpreted as defamatory, obscene or criminal, or that infringes, otherwise violates, or advocates the infringement or other violation of the rights of any third party.

Article 4. Reservation of rights:

We reserve the right to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon request. We also reserve the right to change these terms and conditions and the linking policy at any time. By continuously linking to our website, you agree to be bound by and abide by these linking terms.

Article 5. Removal of links from our website:

If you find a link on our website that is objectionable for any reason, you can contact us at any time and let us know. We will consider requests to remove links, but we are under no obligation to respond to you directly.

We make no representation that the information on this website is correct. We do not guarantee completeness or accuracy, nor do we promise to ensure that the website will remain available or that the material on the website will be kept up to date.

Article 6. Disclaimer:

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions with respect to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limitation or exclusion of our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set forth in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) settle all liabilities arising under the disclaimer, including liabilities arising in contract, tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any kind.

§ 2 General terms and conditions tours

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Welcome to Pretpark Tours!

These general terms and conditions describe the rules and regulations when booking a package holiday via the Pretpark Tours website, located at www.pretparktours.nl.

Article 1. Information to be provided by you:

- 1.1.** When concluding the agreement, you provide all relevant, requested information about yourself and any traveling companions that are necessary to conclude the agreement.
- 1.2.** You state any details about yourself or any traveling companions regarding mental and physical condition that are important for the execution of the trip to be booked.
- 1.3.** If you fail to provide information, this can in the worst case lead to exclusion from participation in the trip. In this case, all costs will be recovered from you. A reminder will first be sent prior to this.
- 1.4.** You can request to change the travel offer for medical or other reasons. If there are costs associated with this, this will be reported by Pretpark Tours. Pretpark Tours is not obliged to comply with such a request.

Article 2. Confirmation/Revocation by Pretpark Tours

- 2.1.** When the offer is accepted, including the stated conditions and receipt of the legally prescribed information, the agreement is concluded. After this you will receive a confirmation.
- 2.2.** With an agreement concluded by telephone, this agreement is only confirmed at the moment that the full amount has been transferred by the buyer to Pretpark Tours.
- 2.3.** Pretpark Tours can cancel the booked trip up to a maximum of 40 days before the start of the trip if the predetermined minimum number of travelers is not achieved. The full amount paid will then be refunded within the period stated in art. 2.4.
- 2.4.** In all cases where the customer is entitled to a refund, this payment will be made within 14 days after the right to a refund has arisen.

Article 3. Changes by Pretpark Tours

- 3.1** Pretpark Tours has the right to change the travel agreement if it concerns minor changes and if the customer has been informed of this in a timely manner in a clear manner. You do not have the right to reject this change.
- 3.2** If Pretpark Tours changes the trip in a major way before the start of the trip, the customer will be informed about this in a clear and comprehensible manner. The customer then has the right to accept the changes or to cancel the trip free of charge. Major changes are understood to mean changes within the main travel services as stated on www.pretparktours.nl.

3.3 If the change takes place within 14 days of departure, the customer must notify his/her decision regarding the change within 24 hours. If this does not happen, the customer agrees to the change.

3.4 Pretpark Tours has the right up to 20 days before departure to increase the price of the trip by a maximum of 8%, but only if this is due to:

- increase in the cost of fuel or;
- increasing the cost price of other energy sources or;
- increase in taxes or;
- increase in fees for the travel services included in the agreement, levied by third parties not directly involved in the implementation, including tourist taxes, landing fees and departure or arrival taxes in ports and/or airports.

3.5 If Pretpark Tours within the limits of Article 3.4 decides to increase the travel sum by more than 8%, the customer has the right to reject the increase and to cancel the travel agreement free of charge.

Article 4. Help and assistance

4.1 Pretpark Tours offers help and assistance when the customer is in difficulty. This means that Pretpark Tours will act according to its possibilities to assist the customer as best as possible in the event of difficulties. This also applies if the trip unavoidably and under extraordinary circumstances does not proceed according to the expectations that the customer may reasonably have on the basis of the agreement.

4.2 If these difficulties are caused by intent or negligence on the part of the customer, the costs of the organizer will also be borne by the customer.

4.3 If the trip does not go according to the expectations that the customer may reasonably have on the basis of the agreement and this is not the fault of the customer or the organizer, everyone will bear their own damage.

4.4 If it cannot be ensured that the customer returns to the place of departure on the agreed date, the customer is entitled to a maximum of 3 free nights in an equivalent accommodation, as far as possible. The limitation to 3 nights does not apply to disabled persons and their companions, pregnant women, unaccompanied minors and persons requiring specific medical assistance. In that case, however, these special circumstances must be known to the organizer at least 48 hours before the start of the trip.

Article 5. Execution of the agreement and liability of the organizer

5.1 Pretpark Tours ensures the execution of the travel agreement in accordance with the expectations that the customer may reasonably have on the basis of the agreement. If a certain part of the trip cannot be carried out in accordance with the agreements and the customer has informed the organizer of this, the organizer will still ensure that the agreements are carried out. This does not apply if this is impossible or involves such high costs that the customer cannot reasonably require this from the organizer.

5.2 If a significant part of the agreed services cannot be fulfilled, the organizer will provide suitable alternatives of at least equivalent quality without charging any costs. If a certain activity is not carried out, the organizer will offer an appropriate price reduction for this.

5.3 The customer has the right to reject the proposed changes if they are not comparable to what has been agreed in the travel agreement. If the offered rate is of lower quality, the customer has the right to reject the alternative if the offered price reduction is not sufficient.

5.4 In assessing the alternative offered and/or the price reduction offered, objective criteria that emerge from the alternative offer are taken into account. This includes the following circumstances:

- The location of the accommodation in the place of destination;
- The nature and class of the accommodation;
- The facilities that the accommodation further offers.

This assessment will also take into account:

- The composition of the travel group;
- The characteristics of the traveler(s), known to the organizer and confirmed by him, including the personal circumstances reported by him and accepted and recorded by the organizer.

5.5 The customer may remedy a shortcoming itself and is entitled to a refund of the necessary expenses incurred in this regard, if:

a. The customer has informed the organizer in a timely manner that the trip is not carried out in accordance with the expectations that you may reasonably have and the organizer does not remedy this shortcoming within a reasonable period set by you, or if the organizer indicates that he cannot remedy the shortcoming;

b. The deficiency must be rectified immediately

5.6 If the shortcoming has significant consequences for the execution of the trip and the organizer has not remedied it within a reasonable period of time, the customer can terminate the agreement free of charge. In that case, you are entitled to compensation and/or price reduction. This is without prejudice to the right to free repatriation with equivalent transport.

5.7 The organizer's liability for damage suffered by the customer is limited to three times the travel sum, unless the organizer has acted intentionally or negligently. The organizer cannot exclude or limit its liability for damage consisting of personal injury to the traveler.

5.8 The organizer is not liable for the shortcoming of an obligation if it is attributable to the customer, is the result of unavoidable and extraordinary circumstances or is attributable to a third party not engaged by the organizer in the performance of the travel services.

5.9 If a treaty or a Regulation of the EU applies to a service included in the travel agreement, the organizer can invoke an exclusion or limitation of liability that that treaty or regulation grants or permits to a service provider as such. In the event of an accumulation of compensation or a price reduction as referred to in this article, the organizer may set off the compensation against each other.

Article 6. Rights of the customer

6.1 The customer can request the organizer to have himself replaced by someone else. The following conditions apply to this:

- The other party meets all conditions applicable to the agreement; and
- The customer submits the request for replacement to the organizer no later than 7 calendar days before departure.
- The terms and conditions of the service providers involved in the package holiday do not preclude this substitution.

6.2 The applicant, the customer and the person who replaces you are jointly and severally liable towards the organizer for the payment of the part of the travel sum still owed, the amendment costs and other costs as a result of the replacement.

6.3 At the request of the customer, the organizer provides insight into all associated costs and, on request, explains what these costs consist of.

Article 7. Cancellation by the customer

7.1 The customer is entitled to cancel the travel agreement before the start of the package. When the customer does this, he is obliged to compensate the organizer for the damage suffered as a result of the cancellation. This damage amounts to a maximum of once the travel sum. If the customer has a legitimate reason for cancellation, this can be discussed with the

organizer. Legitimate reasons are for example, sickness, new travel restrictions or death in personal circle.

7.2 If one of the areas to be visited has an adjusted security situation at the time of travel, a new date will be sought and the bookings will remain valid. If the customer is unable to attend on this new date, or if he no longer wishes to attend at that time, the customer will be refunded the full purchase amount.

7.3 Unless otherwise agreed, the following percentages to be paid are based on the time of cancellation and any reservation costs owed:

- Up to 35 days before departure: Completely free of charge;
- Up to 20 days before departure: a maximum of 75% of the travel sum;
- Up to 10 days before departure: a maximum of 85% of the travel sum;
- From 10 days before departure: maximum 100% of the travel sum.

7.4 The above prices are always maximum. These prices can change favorably in consultation. In case of cancellation, always contact Pretpark Tours.

7.5 The closure of amusement park rides for maintenance or other reasons is not a valid reason to cancel.

Article 8. Obligations of the customer

8.1 The customer is obliged to comply with all instructions given by or on behalf of the organizer and is liable for damage caused by his own behavior, to be judged by the standard of the behavior of a correct traveler.

8.2 If the customer causes such nuisance or nuisance that a proper execution of the travel agreement is made more difficult, the organizer can exclude the customer for the rest of the trip. The resulting costs are for the account of the customer.

8.3 The customer is obliged to avoid any damage on his/her side and to limit it as much as possible.

Article 9. Complaints

9.1 The customer submits any complaints about the implementation of the agreement on site so that a solution can be sought. For this, the customer must report – in this order – to:

1. The service provider concerned;
2. The tour guide;
3. The organizer.

9.2 The customer reports any shortcomings that cannot be resolved during the trip to the organizer in the Netherlands.

9.3 If a shortcoming cannot be satisfactorily resolved on site, the organizer will provide the option to register it in the form of a complaint.

9.4 The organizer provides information about the procedure to be followed on site, the contact details and accessibility of those involved.

9.5 If the customer does not comply with the notification obligation and/or does not register the complaint in the manner indicated by the organizer and the service provider or the organizer is therefore not given the opportunity to remedy the shortcoming, your possible right to a compensation (in whole or in part) will lapse.