



Alkmaar Tours Terms and Conditions

Kamer van koophandel inschrijving 68498462

Booking

- These Terms and Conditions apply to all purchases made through AlkmaarTours.com, in person or by telephone/email as well as all services and assignments carried out by the Alkmaar Tours corporation. Alkmaar Tours is legally represented by Jennifer Rigby and is an independent supplier. All provisions in these Terms and Conditions have also been drawn up on behalf of everyone who works for, or is assigned by, Alkmaar Tours. Reservations, orders and bookings will only be accepted and carried into effect by the owner of Alkmaar Tours.
- In all booking arrangements, the person making the booking (hereafter named 'Customer') shall be deemed to have accepted these conditions on behalf of all persons named in the booking (hereafter named 'Participants'). If you do not agree to be legally bound by all the following Terms and Conditions, Alkmaar Tours will not accept reservation requests and no contract will be concluded.

Prices

- Price shown on the website are the current rates and are subject to change without notice. Once you have booked a tour with Alkmaar Tours, you will not be required to pay extra in the event of a price increase. Additionally, Alkmaar Tours will not refund the balance of any price reduction. All prices are per person unless otherwise stated.
- Payment in full is due at time of booking. Your booking is confirmed when payment is made in full and confirmed by Alkmaar Tours.

Cancellation

1. All cancellations must be received by email to info@alkmaartours.com. Cancellation costs do apply in accordance with the following regulations:
 - i. Cancellations received more than 48 hours in advance of the tour date will be fully refunded minus 15% administration costs or €5 per booking (whichever is greater).
 - ii. Cancellations up to 48 hours prior to the tour or no shows on the day of the booked tour will not receive a refund.
 - iii. Participants who choose to leave once the tour has started will not be eligible for a refund.
- In the event that a weather advisory is issued within 24 hours prior to your tour start time, the tour will be cancelled and you will receive a full refund. A cycling tour will be cancelled and fully refunded if the weather forecast predicts wind speeds over 6 on the scale of Beaufort, or 38 km/h.
- If Alkmaar Tours is unable to start the tour due to the unexpected absence of an Alkmaar Tours tour guide, notices will be provided as soon as possible. Your tour will be fully refunded and/or the option given to reschedule at no extra cost.

Changes

- Changes will be permitted up to 48 hours prior to tour commencement (subject to availability) and must be received and confirmed by email. A change fee of €5 or 15% (whichever is greater) will be applied per changed booking. If an alternative tour is not available the change will be treated as a cancellation.

Tours

- Your guide is knowledgeable and will do his/her best to answer any questions you may have. No refund will be issued should you feel the tour has provided inadequate information.
- Light refreshments or other items may be provided by Alkmaar Tours. These are offered free of charge and no refunds will be issued should you choose not to accept or consume them. Any items you do accept or consume are at your own risk.
- All tours have a limit to the number of participants. Unless you have booked a private tour, there may be other people on the tour with you.
- All tours will be conducted in English.
- Although there is a route planned for every tour, this might vary slightly depending on the day, weather conditions, and the interests of the group and the time spent at each location.

Arriving Late for a Tour

- Tours leave promptly at the time stated when you booked the tour. Should you, for any reason, be delayed, you must call the guide prior to the tour commencement as the guide will be unable to receive calls once the tour has commenced. The guide may be able to direct you to a place where you can join the group, but this is not always possible. Alkmaar Tours does not offer refunds to Participants who miss the tour because they failed to arrive on time.

Liability

- Participants are responsible for their own actions. You are responsible for maintaining your safety (and the safety of minors in your charge) at all times. By agreeing to take part on the tour, you agree to listen to the safety instructions given by the guide and to exercise due care and attention whilst walking or cycling and you will follow the rules of the road.
- Participants confirm that they are aware of the physically strenuous nature of Alkmaar Tours' tours, and accept the risks and hazards of our tours, including the dangers in cycling and walking along active roads and any risks that result from (amongst other things) adverse weather conditions and the variable condition of roads/paths. Participants confirm that they are sufficiently fit and healthy to complete the tour and are aware of no medical reason or condition which would prohibit the Participant from completing the tour. Participants accept the potential for delays, alterations, loss of or damage to property, inconvenience and discomfort and Participants participate in a tour at their own risk. No refunds will be provided if you or someone in your party is unable to complete the tour.
- A Participant may bring their own bike to ride during a cycling tour. The Participant should ensure that the bike is in good condition and is compliant with Dutch law (IE has sufficient bike lights, reflector and bell). Alkmaar Tours has the right to deny use of a personal bike should it fail to meet safety standards.
- It is strongly recommended that you have adequate insurance (not provided) and details of your insurance is carried with you during the tour.
- If you can provide proof of suffered damages as a result of a mistake made by Alkmaar Tours, which could have been prevented had Alkmaar Tours acted diligently, Alkmaar Tours is only liable for the amount payable by the insurance company. If an insurance payment does not take place, Alkmaar Tours' liability is limited to direct damage compensation to the maximum amount of € 200,-, unless Alkmaar Tours is liable for malicious intent equal to gross negligence.
- This limitation of liability is also applicable to third parties hired by Alkmaar Tours, who therefore can rely directly upon this limitation.
- Alkmaar Tours states to have procured appropriate accident and liability insurance that will cover damages, which may arise as a consequence to carrying out the reserved services/tours/booking, to a sufficient degree.
- You will be asked to complete a Liability Waiver prior to the tour commencement.
- All damage claims should be reported to Alkmaar Tours in writing by the Customer within eight (8) days after the Customer becomes aware of damages, at the risk of forfeiting any right to compensation.
- All complaints must be received via email (info@alkmaartours.com) and must be received within 8 days of the tour. The maximum eligible refund is the tour price paid by the Customer.

Third Party Providers

- If Alkmaar Tours hires or cooperates with third parties for the purpose of providing the agreed upon services, the third party will be liable for their provided services. Alkmaar Tours is not liable for any shortcomings of third parties involved.
- Alkmaar Tours cannot be held liable for injury resulting from faulty equipment (such as bikes), if a third party fails to provide a service or product or if this product is of poor quality. If this product/service is a major component of the tour a full refund will be issued or an alternative offered if possible. Third parties may include, but are not limited to, bike rental companies, restaurants, and vendors.

Weather

- Alkmaar Tours' tours depart no matter what the weather* (see cancellation section). It is important that you dress accordingly and Alkmaar Tours cannot be held liable for any damage done to clothing or property as well as any discomfort you may feel.

Extensions

- It may be possible to extend your tour on the day subject to guide availability. This can be negotiated with the guide on the day and payment must be made in euros cash directly to the guide.

Privacy Policy

- Alkmaar Tours may use the information that we collect from you when you make an inquiry or booking, respond to marketing communication or surf the website. In accordance with Dutch regulations, Alkmaar Tours may use this information for marketing purposes and internal record keeping. Your information will not be shared with third parties without your consent.

Customer Conduct & Safety

- Alkmaar Tours may, at our discretion, require any person to be excluded from a tour if the guide deems his or her conduct to be offensive or a nuisance to other participants. Alkmaar Tours also reserves the right to refuse participation on a tour should circumstances be deemed to compromise the safety of the tour, the Participants or the guide.
- The consumption of alcohol or drugs during the tour is not permitted. Alkmaar Tours reserves the right to deny participation in any tour if a participant is under the influence of alcohol or drugs.
- Alkmaar Tours reserves the right to ask anyone who is drunk, or who is acting in a manner that is spoiling the tour for others, to leave the tour.
- Spring Flower Fields Tour- Participants must act in a respectful manner when viewing the flower fields and it may not be possible to enter the fields.

Accident or Loss and Safety

- Please take care of all personal property, including items left in bike bags. Alkmaar Tours will not be liable for any theft, loss, damage, delay, inconvenience, direct or consequential loss, however caused, unless due to negligence by Alkmaar Tours, in which case our liability is limited for damages to a maximum of the refund of the ticket price.
- Participants must lock their bikes when not in use and Alkmaar Tours cannot be held responsible for theft, loss or damage.
- Tour participants are responsible for their own safety and you should be especially careful when crossing roads and cross them with your own personal safety in mind.
- Helmets are not included in a bicycle tour as Dutch law does not require it. As it is not possible to rent helmets, you must bring one with you should you wish to wear one on the tour.

Children

- Children under the age of 18 may not participate in a tour unless accompanied by an adult of 18 years or older.
- As there is a physical element to every tour, it is strongly advised that children are able to participate fully in the tour and be able to cope with the physical elements of the tour. It is strongly recommended that families with younger children book a private tour by contacting info@alkmaartours.com
- The minimum age for participation in a cycling tour is 16 years old unless specifically arranged with Alkmaar Tours.

Intellectual Property Rights

- Alkmaar Tours will own the exclusive (property) rights to the patents, designs, plans and/or any other intellectual property rights. Therefore, all information on AlkmaarTours.com may not be copied or used without permission of Alkmaar Tours.

Other Provisions

- Alkmaar Tours is entitled to make changes to these Terms and Conditions in the interim and will provide Customers with a copy of changed and/or new conditions.
- If any provision in the assignment confirmation or these Terms and Conditions is, or will be, null and void, it does not result in the nullity of the remaining provisions.
- This agreement is governed by Dutch law.
- In case of conflict between Alkmaar Tours and the Customer they must try to resolve these issues amongst themselves by means of mediation. If proven impossible remaining issues will need to be settled by the competent court in the judicial district where Alkmaar Tours has registered its place of business.