

BATTLEFIELD TOURS ARNHEM 1944 Terms & Conditions

Battlefield Tours Arnhem 1944 (BTA44) is located at the address Abe Lenstrahof 128, 6833LP in Arnhem. All battlefield tours are conducted according to the Code of Conduct of the International Guild of Battlefield Guides and BTA44 Terms and Conditions.

Definitions.

- Terms and conditions: the terms and conditions are set out below.
 - Service: all work, in any form, that BTA44 has carried out for or for the benefit of the client.
 - Fee: the financial compensation agreed with the client for the execution of the contract.
 - Assignment: the service agreed under contract
 - Client: the person who has accepted these terms and conditions and ordered the service to be provided.
 - Agreement: any agreement concluded between BTA44 and the client.
1. **Scope.**
 - a. These conditions shall apply to all tenders, offers and agreements of BTA44, unless changes are expressly requested in writing and agreed by all parties concerned.
 - b. These conditions also apply to BTA44 services requiring the assistance of third parties to achieve the task.
 - c. Should a third party or company wish to pressure BTA44 into acceptance of their schedule and/or their sales conditions this will not be acceptable; only BTA44 schedules, terms and conditions will be followed.
 - d. If, for whatever reason, due to legal regulations or restrictions, any part of BTA44 Terms and Conditions become invalid this does not invalidate all of them and those unaffected cannot be ignored and remain in force.
 2. **Tour bookings.** A tour can be booked by using the booking page on this website, by email or by telephone. After that, you will be contacted by e-mail to make further appointments. An appropriate programme can then be drawn up in consultation with the client.
 3. **Group size and prices.**
 - a. As of 1 Jan 2021, the same prices apply to a basic battlefield tour or a tailor-made tour.
 - b. Prices depend on the group size and duration of the tour (half or full day).
 - c. These prices can be found on the website (www.bta44.nl) and may be adjusted annually.
 - d. These prices **do not include** all extras such as museum tickets, coffee, tea or lunch.
 4. **Group size restriction.**
 - a. Tours are subject to a maximum of 20 people per guide.
 - b. A second guide can be arranged for more than 20 participants. This will double the price of the tour.
 - c. If there are more participants than planned and therefore the group size exceeds a limit, you will be charged additional fees.
 - d. If there are fewer participants at the moment of starting the tour the price cannot be reduced. However, up to 5 **working days** (i.e. not Saturdays and Sundays and public holidays) in advance a reduction in price is possible.
 5. **Invoices** are only sent by email.
 6. **Payment.**
 - a. For bookings from the Euro area, the price of the tour must be transferred no later than 10 business days before the start of the tour. The bank details are on the invoice that will be sent to you by e-mail in advance after the booking.
 - b. Cash payment in EUROS is possible, but only by prior appointment.
 - c. For Dutch people there are no additional bank charges for overwriting, such as for example in non-EU countries such as the UK.
 - d. Also PayPal payment is possible with e-mail info@bta44.nl.
 - e. No credit cards, (travel) checks, or other methods of payment can be accepted.
 - f. The invoice must be paid 10 **working days** before the day of the tour.

- g. If nothing has been received after the third payment reminder, the claim will be taken over by a collection agency. All additional costs will be the responsibility of the client and the tour will **not** be conducted.
7. **Tour rebooking.** This can always be done by mutual agreement, whether in terms of date and/or time, or in terms of subject matter. Send an email or call; everything can be open to discussion.
 8. **Cancellation of a tour.**
 - a. If restrictions are announced under Corona virus procedures before the tour date, a tour can and will be cancelled free of charge.
 - b. To cancel, send an email (info@bta44.nl) or call to notify your cancellation. Clearly state your name and the tour you booked and wish to cancel.
 - c. In principle, bad weather conditions are not a reason to cancel; you are advised to dress accordingly for the weather conditions encountered. Only, if there is a provincial or national "CODE RED" weather warning in force, either for the area of your tour and around Arnhem, or for your entry route, then a tour may be cancelled.
 9. **Refund of payments.**
 - a. Up to 10 **working days** before the start of the tour, 90% (NINETY percent) of the amount already paid will be refunded.
 - b. From the 10th **working day** before the day of the tour until 00.01 hours of the calendar day immediately before the day of the tour 50% (FIFTY percent) of the amount already paid will be refunded.
 - c. After 00.01 of the calendar day before the day of this tour, no refund can be made.
 - d. These provisions do not include costs already incurred to third parties for the client: these costs cannot be refunded.
 - e. In the event of Corona virus restrictions making the tour impossible, the full tour amount will be refunded.
 10. **No Show at start tour.** If the client does not appear at the agreed place and time with a maximum 60-minute waiting time for the guide, the guide goes home and the tour is cancelled for that day. In consultation a new tour can be booked at additional cost to the client.
 11. **Getting on tour.**
 - a. For up to three people, the guide's car is used. With larger groups it is possible for up to 5 cars to follow the guide in the leading car.
 - b. For hiring (special) transport you pay cost + 10% extra, in addition to the cost of the tour itself.
 - c. A tour on a bike or on foot can be arranged for you but must have a clearly identifiable starting point. You must use bicycles / e-bikes that you provide, or you can rent yourself, for example at Arnhem Central Station.
 12. **Privacy cfm AVG.** In accordance with advice stated in the GDPR, BTA44 has drawn up a privacy statement, which is available on the "HOME" page of the website (<https://www.bta44.nl>). If desired, the BTA44 privacy statement can be sent to you electronically as a PDF.
 13. **Liability.**
 - a. The execution of the contract is entirely at the risk and responsibility of the client. BTA44 is only liable for direct damage caused by gross negligence and/or the negligence of BTA44. BTA44 is never liable for indirect damages, including in any case consequential damages, lost profits, missed savings, business stagnation or intangible damages of the client.
 - b. BTA44 is not liable for damages of any kind based on incorrect and/or incomplete data provided by the client, unless this inaccuracy or incompleteness should have been known to BTA44.
 - c. If BTA44 were to be liable for any damages, total liability for attributable failure to comply with the contract is limited to compensation for the direct damage up to the maximum amount of the amount paid to BTA44 up to the time of the failure.
 - d. BTA44 is not liable for any damage, loss or theft to the client or his property directly or indirectly as a result of participation in a tour carried out by BTA44.

- e. BTA44 is not liable for any damage that the customer suffers directly or indirectly as a result of cancellation by BTA44 or by the client, or the (partial) failure to proceed on a tour for any reason.
 - f. In line with the above provisions, BTA44 recommends that travel and cancellation insurance should be arranged with an insurance company to cover any damages.
14. **Protection.**
 - a. The client exempts BTA44 from any claims made by third parties injured in connection with the performance of the contract and which are attributable to the client.
 - b. If BTA44 were to be addressed by third parties in this regard, the client is required to assist BTA44 both outside and within the law. All costs and damages on the part of BTA44 and third parties are further at the expense and risk of the client.
 15. **Limitation claims period.** All claims against BTA44 and any third parties, settled by BTA44 (where appropriate) shall, by way of derogation from the statutory limitation periods, be subject to a limitation period of one calendar year after the event in question..
 16. **Intellectual.**
 - a. BTA44 reserves all rights and powers that it has under the Copyright Act and other intellectual laws and regulations.
 - b. BTA44 has the right to use the knowledge gained during the preparation and execution of a tour, provided that it does not disclose to third parties any strictly confidential information of the client.
 17. **Applicable law and disputes.**
 - a. All legal relationships to which BTA44 is a party shall apply only to Dutch law, even if an undertaking is carried out, in whole or in part, abroad or if the party involved in the legal relationship is domiciled there.
 - b. The applicability of the Vienna Convention is excluded.
 - c. The parties will first appeal to the court after making every effort to settle a dispute by mutual agreement, for example through the Complaints Committee of the International Guild of Battlefield Guides.
 18. **Location and change conditions.**
 - a. These terms and conditions can be found on the BTA44 website under the "Terms and Conditions" link.
 - b. The last version or the version as applicable at the time of the establishment of the legal relationship with BTA44 applies.
 19. **Language.** The Dutch text of these Terms and Conditions always determines its interpretation and/or translation.

