

Terms and Conditions Tailored Itineraries



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Article 1 – Definitions

The following definitions apply to these terms and conditions:

1. **Additional agreement:** an agreement whereby the consumer acquires digital content and / or services relating to a distance agreement and these digital content and / or services are supplied by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;
2. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
3. **Day:** calendar day;
4. **Digital content:** data produced and delivered in digital form;
5. **Right of withdrawal:** the consumer's right to waive the agreement;
6. **Entrepreneur:** Josette Prinsen, dba Tourguide Canada, who offers (access to) digital content and / or distance services to consumers;
7. **Distance agreement:** an agreement concluded between entrepreneur and consumer within the context of an organized system for distance selling of (access to) digital content and / or services, whereby up to, and including the conclusion of the agreement, solely or partly one or more techniques for distance communication are used;
8. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to come together in the same room at the same time.

Article 2 - Entrepreneur's identity

Name: J.G.M. Prinsen dba Tourguide Canada
Address: Karpaten 43, 5706 PE, Helmond, The Netherlands
Telephone number: + 31611196207
Hours: Mon-Tue-Wed-Fri 18:00-22:00 CET; Thu and Sat 9:00-17:00 CET
Email address: send a message via the [contact form](#)
CoC / KvK number: 67595847
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Article 3 - Applicability

1. These terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between entrepreneur and consumer.
2. These terms and conditions are incorporated in full at www.tour-guide-canada.com.
3. These terms and conditions are made available to the consumer upon purchase and have to be accepted beforehand.
4. Upon request of the consumer these general terms and conditions are sent free of charge via email.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered digital content. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If entrepreneur uses images, these are a true reflection of the offered digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer which rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is concluded at the moment of acceptance of the offer through payment by consumer, and the fulfillment of the conditions set thereby.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can terminate the agreement.
3. Electronic transfer of data takes place within a secure SSL web environment.
4. When the quotation for a tailor-made program is offered, the consumer is sent the following information in writing
 - a. entrepreneur's establishment address;
 - b. the conditions under which, and the way in which, the right of withdrawal can be used
 - c. information regarding warranty and existing service after purchase;
 - d. price including all applicable taxes of the services or digital content; insofar as applicable, the method of payment, delivery or execution of the distance agreement;

Article 6 - Right of withdrawal

Once consumer accepts the offer, entrepreneur provides the consumer with an invoice. After receiving full payment the entrepreneur starts working at the assignment.

The consumer is entitled to cancel the agreement without giving reasons. Cancellation within 24 hours after receipt of the full payment can be made free of charge. The full payment will be refunded to consumer within 3 business days.

In the event of cancellation after 24 hours after receipt of the full payment, the consumer will owe a fee for the activities already performed by the entrepreneur; no compensation is due for work that has not yet been performed. In fact: the compensation payable by the consumer is that part of purchase price that corresponds pro rata to the number of travel days for which the entrepreneur has already performed the agreed work, compared with the total number of travel days for which the agreed work would be performed. This fee is settled with the paid purchase price. Within 3 business days after termination, the entrepreneur will refund the part of the purchase price for which work has not yet been performed to the consumer. At the same time, the entrepreneur will send the result of the work carried out to the consumer.

Article 7 - Exercise of the right of withdrawal by the consumer

1. If the consumer uses his right of withdrawal, this must be done in unambiguous terms by means of an email to the entrepreneur via the contact form
2. If the advertiser exercises his right of withdrawal, all supplementary agreements will be automatically dissolved



Article 8 - Obligations of the entrepreneur in case of withdrawal

1. Entrepreneur makes the notification of withdrawal by the consumer electronically possible. Entrepreneur will send an acknowledgment of receipt immediately after notification.
2. For reimbursement, entrepreneur will use the same payment method that consumer has used, unless consumer agrees to another method. Reimbursement is free of charge for the consumer.

Article 9 - The price

During the period mentioned in the offer, prices of the offered digital content and / or services will not be increased.

The prices mentioned exclude VAT.

Article 10- Performance compliance and warranty

The entrepreneur guarantees that the services and digital content comply with the

- agreement,
- specifications stated in the offer,
- reasonable requirements of reliability and/or usability and ,
- existing, legal provisions and/or Government regulations per date of conclusion of the agreement.

Article 11 - Delivery, execution and reimbursement to the consumer

1. The entrepreneur will take utmost care when assessing applications for the provision of services and the supply of digital content.
2. In accordance with article 4 of these general terms and conditions, the entrepreneur will execute accepted orders for a tailor-itinerary at the latest within 45 days after receipt of full payment, unless another delivery period has been agreed.
3. If execution of the assignment is delayed, or if assignment can not be carried out or only partially, the consumer shall receive notice no later than 30 days after he has paid the order. In that case, the consumer has the right to dissolve the contract at no cost.
4. After cancellation in accordance with the previous paragraph, entrepreneur will immediately refund the sum that the consumer has paid.

Article 12 - Payment for customized programs

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the invoice date.
2. If consumer does not meet his payment obligation(s) on time, -after he has been informed by the entrepreneur of the late payment and entrepreneur has granted the consumer an extra period of 14 days to fulfill his payment obligations to pay-, and after the failure to pay within this extra14-day-term, the consumer owes the legal interest on the amount owed and the entrepreneur is entitled to charge the extrajudicial collection costs that have incurred. This collection costs shall not exceed the following levels: 15% on outstanding amounts to €2,500, =; 10% over the subsequent €2,500, = and 5% on the following €5,000, =, with a minimum of euro 40 =. The entrepreneur can -for the benefit of the consumer-, use different amounts and percentages.

Article 13 - Complaints procedure

1. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
3. The consumer must -in any event-give the entrepreneur at least 4 weeks time to resolve the complaint by mutual consultation. After this period, a dispute arises which is susceptible to the dispute resolution.

Article 14 - Disputes

Contracts between the entrepreneur and the consumer to which these general terms and conditions apply, or disputes ensuing from these agreements, are exclusively governed by Dutch law.



Article 15 - Additional or deviating provisions

Additional conditions or conditions, different from these terms and conditions, will not disadvantage the consumer and will be recorded in writing by email.

