# Terms and conditions Maastricht Beer Tours

The General Terms and Conditions of Maastricht Beer Tours apply to all agreements concluded between Maastricht Beer Tours and the client.

Maastricht Beer Tours is owned by J. Smeets and L. Van Werde and is located in Maastricht. Maastricht Beer Tours is registered with the Chamber of Commerce under the registration number: 86666304 with the following VAT number: NL864041639B01.

## 1. Booking a tour

You can book a tour through the form on the website or by mail. The request for a booking can also be made by telephone. By email you will receive the booking confirmation. On this confirmation the date, time and departure location is mentioned. The reservation is final after payment of the invoice.

## 2. Payment

After the reservation you will receive a digital invoice. Payment to Maastricht Beer Tours is due before the start of the tour.

#### 3. Participation in our tours

- You can only participate in Beer & Highlight Walking Tours if you are 18 years or older.
- You can participate in the Highlight Walking Tour from any age.
- You can only join our tours if you are completely sober, inebriated and fit.
- You can only participate in our tours if you are capable of driving safely. Please note that according to Dutch law you are not allowed to drive with more than 0.5 promille (about 2 glasses) of alcohol in your blood. You are responsible for how much alcohol you consume during this tour.
- Participating in our tour is at your own risk and you are responsible for any injuries.

#### 4. Start of the Tours

- Make sure you are present at the right time and the right location. Preferably even 5 minutes earlier.
- Call the phone number provided in the email if you are a little late.
- The guide will wait a maximum of 15 minutes at the agreed location. Unless you have agreed otherwise by telephone.

• In case of a 'no-show' there will be no refund of the payment already received or the invoice still to be paid.

### 5. Being able to keep up with the group and no alcohol beforehand

Because we want to follow strict rules regarding the amount of alcohol you can drink, it is not allowed to drink alcohol before the start of the tour. If we notice that this is the case, we reserve the right to refuse these persons without refunding the money paid. To participate in our bicycle tours you must be able to safely participate in traffic on foot.

#### 6. Maximum number of persons per guide

- For a walking tour there is a maximum of 25 persons per guide.
- If you have booked for a larger group, several guides will accompany you.

#### 7. Change of number of persons

A change in the number of persons does not affect the amount payable, subject to the cancellation conditions.

#### 8. Liability

Participation in our tours is at your own risk. Participants are responsible for their own participation in traffic. Maastricht Beer Tours is not liable for any material or immaterial damage incurred by the participant during a tour. Neither is Maastricht Beer Tours liable for any damage done by the participant to (the materials of) third parties during the tour.

Maastricht Beer Tours is not liable for personal accidents, injuries, hospitalisation, death, damage to personal property, material damage to third parties or by third parties or other acts or incidents, cancellations, delays or any other factor.

Maastricht Beer Tours is not liable for any damage or loss of property of the participant. The participant is responsible for staying with the group during the tours. If the group is lost, the participant will not receive a refund. If a participant drops out during a tour, the guide may continue the tour without this participant, refunds are not possible. Of course we will do everything we can to offer everyone an optimal experience.

The starting point is that all tenant(s) are personally insured for such things as liability and medical expenses. Costs resulting from the above-mentioned enumeration can never be recovered from Maastricht Beer Tours. The renter indemnifies the rental company from any damage of co-drivers or third parties for which the rental company might be liable by law and for which the rental company's third party insurance might not provide coverage.

Any insurance the renter may wish to take out must be taken out by the renter himself and at his own expense.

## 9. Material responsibility

Maastricht Beer Tours does not take any responsibility for loss of luggage, money, valuables or other items during the trip. Maastricht is very safe, but you should take all appropriate measures to ensure that your property remains safe.

## **10. Cancellation by customer**

- Reservations can be cancelled by the customer free of charge up to 2 weeks in advance.
- When cancelling a reservation up to one week in advance 50% of the agreed upon fee will be charged.
- When cancelling a reservation in the week prior to the tour, 75% of the agreed fee will be charged.
- When cancelling on the day itself, the full amount will be charged.

## 11. Cancellation by Maastricht Beer Tours

Maastricht Beer Tours reserves the right to cancel a tour (in case of force majeure, think of unpleasant weather conditions or catastrophes). In this case, the client will receive the full amount paid or a new date will be scheduled. Of course this will only happen in case of force majeure and we will do everything we can to make the tour go ahead.

#### 12. Portrait rights

By participating in one of our beer tours, you grant permission and give consent to Maastricht Beer Tours for making and using photograph(s) or electronic media images.