

Conditions Activities

version 1.1.2017, 1

Article 1 Introductory provisions

In these conditions, the following definitions apply:

- a) Activity: a single active activity that is offered by the organizer. In these conditions under activity also means services or the provision of facilities or equipment and other operations performed by the operator on behalf of the customer. This may for example be the rental of equipment or the mediation of weddings, meals and accommodation.
- b) Package: a service or activity, or a combination of services and / or activities offered by the organizer.
- c) Organizer: those who, in pursuit of its business arrangements and / or activities and / or services to individuals or a group of people.
- d) Executive companies: a company that has been approached by the organizers to perform an activity and / or guidance and / or providing a facility.
- e) Agreement: the Agreement establishing an organizer undertakes towards a customer to deliver an activity.
- f) Client means any natural or legal person for itself or enters into an agreement on behalf of third parties with the organizer or using packages, activities, services or equipment of the organizer.
- g) Participant: any natural person who actually participates in or makes use of an arrangement and / or activity.
- h) Mijnnactiviteitenplanner.nl: the company that mediates between the customer and the organizer at the conclusion of the agreement.
- i) Amount of the contract: the sum of the price of the package, the activities and / or services provided by the organizer.
- j) Web site: Site of Mijnnactiviteitenplanner.nl
- k) Cash Amounts All amounts stated in these terms are in euros and include 21% VAT unless otherwise stated.
- l) Excursion: Same as activity (see 1.a)
- m) Reseller: the company with whom you can obtain entry tickets to an event, which is presented to the customer by the Promoter via the Mijnnactiviteitenplanner.nl system. This will usually be an accommodation provider or a shop.

Article 2 Formation and content agreement

Article 2.1

The contract is created by the customer accepts the offer of the product or service of the organizer, which mediates Mijnnactiviteitenplanner.nl. Acceptance can be done in multiple ways through physical sales of operator or reseller, website (s), social media. The agreement is at all times an agreement between the organizer and the customer.

Article 2.2

The customer will provide for the conclusion of the agreement and its implementation required information regarding himself and any other customers. Here, the customer will not withhold relevant (medical) data that could potentially be an obstacle to the exercise of the activity, allowing the customer safety, bystanders or the operator could be at stake. When in doubt, the customer must also always mention.

Article 2.3

The person who enters into a contract on behalf of or for the benefit of another person with the organizer, is liable for all obligations arising from the agreement. The (other) client (s) is (are) for its (their) own part.

Article 2.4

If the organizer is willing to change pending requests, he is entitled to charge the following fees:

- a. communication,
- b. if any, by the service charged extra costs involved in the implementation of the trip.

These applications require the express written consent of the organizer.

Article 2.5

Although the greatest of care Mijncactiviteitenplanner.nl not responsible for pictures, information, prices and other information, which are input via the mijncactiviteitenplanner.nl application by the organizer. It also bears no responsibility for information, pictures to print, published under the responsibility of third parties.

Article 2.6

The customer can optionally specify preferences. To the extent possible, the organizer will try to take this into account.

Article 2.7

The customer and the competitor are required to present valid identification at the first request of the organizer.

Article 3 Applicability

Article 3.1

These conditions apply to all activities, proposals, offers and agreements made by or on behalf of the organizer, unless listed otherwise in the contract.

Article 3.2

The customer accepts the applicability of these conditions by entering into an agreement with the organizer or by actually participating in an arrangement or activity of the organizer or by paying the fee charged.

Article 3.3

In contradiction of these conditions with general conditions of the customer shall prevail conditions of the organizer, unless the organizer and the customer expressly agree otherwise in writing.

Article 3.4

The organizer is only bound by the agreement and / or amendments and / or additions, as the organizer has received in writing from Mijncactiviteitenplanner.nl.

Article 4 Payment

Article 4.1

At the conclusion of the agreement has to be paid, the entire amount (100%). Without payment (via online or cash) is no agreement and there is no reservation made or confirmed, set apart from the provision of Article 4.2.

Article 4.2

It is possible that in some cases organizers accept a payment on account.

Article 4.3

The customer is not within the time limits on the confirmation of the invoice marked paid, is legally in default without further notice being required. The organizer in this case is entitled to terminate the agreement or to claim full compliance. The organizer is entitled to demand additional compensation for all in respect of the contract costs incurred.

Article 4.4

The customer is in the case of Article 4.3 obliged to pay all reasonable costs of collecting the claim, both judicial and extrajudicial, with a minimum of 15% of the amount claimed.

Article 5 Changes by the customer

Article 5.1

If a retailer or Mijnnactiviteitenplanner.nl handles finances for the organizer with the customer, as indicated listed on the booking form in Article 6, the customer must request an amendment to the reservation at the reseller or Mijnnactiviteitenplanner.nl. Requests totwijziging submitted to the reseller or Mijnnactiviteitenplanner.nl, as described in paragraph 2, will be implemented, if possible, and in this case, writing to be confirmed by the dealer or mijnnactiviteitenplanner.nl. Subject to the condition that the customer pays the changed price according to the provisions of Article 2.3 and 4 and less any payments already made.

Article 5.2

If the customer to the reseller or Mijnnactiviteitenplanner.nl A request to amend the agreement, it is possible only if the amendment concerns the booked activity (ies). If the traveler wishes to change to another activity counts as a cancellation and Article 6 shall apply.

Article 5.3

The customer organizer 14 days prior may request to amend the agreement.

Article 5.4

The customer can choose the organizer to 7 days prior requests to reduce the specified number of participants up to 15% of the agreed number of participants.

Article 5.5

On the request submitted to the reseller or Mijnnactiviteitenplanner.nl, as described in paragraph 1, will be decided as soon as possible. Rejection will be reasoned and customers

be notified immediately. The customer can maintain the original agreement or cancel. In the latter case, Article 6 applies. Failure by customer response to the rejection of its request, the original agreement is executed.

[Article 6 Cancellation by the customer](#)

[Article 6.1](#)

The customer is advised cancellation insurance, accident insurance and / or travel insurance.

[Article 6.2](#)

The customer can cancel the arrangement and / or activity only through written contact.

[Article 6.3](#)

The cancellation is only valid if the customer and the organizer or Mijncactiviteitenplanner.nl cancellation confirmed in writing. If necessary, should be able to be displayed, the confirmation thereof.

[Article 6.4](#)

If canceled, the customer owes the organizer to the following costs:

- * A. 28 days before commencement: 25% of the price
- * b. from 28 to 7 days before: 50% of the price
- * c. from 7 days to 24 hours before: 75% of the price
- * d within 24 hours before 100% of price

This also applies to the cancellation of the number of participants, taking into account Article 5.4

[Article 6.5](#)

A cancellation by the customer will only be processed on weekdays during business hours. Cancellations outside office hours are deemed to have been made on the next business day.

[Article 7 Amendments by the organizer](#)

[Article 7.1](#)

The price which is confirmed to you after the booking transaction is completed, the right price. Mijncactiviteitenplanner.nl has the right to come back to the negotiated agreement and therefore it is completely or partially change or cancel without any mutual charges are applicable, provided you this will be informed within three working days after the date which we have sent the confirmation to you.

[Article 7.2](#)

Even if, by any circumstances whatsoever, no contact can be made, despite attempts by phone and email by organizer or Mijncactiviteitenplanner.nl, the agreement may, under Article 7 above conditions be changed or canceled.

[Article 7.3](#)

In case of cancellation from the initiative of the promoters, Mijncactiviteitenplanner.nl commissioned by the organizer, as mentioned in art. 8, you will be any charges already paid

get returned.

Article 7.4

For serious, immediately to the customer the organizer's circumstances to communicate the right to change the offered arrangement and / or activity. If possible, the organizer will offer the customer an alternative to the specific nature and the nature of the arrangement or the activity as much as possible intact and fit state within the agreed budget of the customer without delay.

Article 7.5

The client can reject the amendment referred to in Article 7.1, if the alternative is a substantially different nature than that originally agreed or change the customer gives otherwise disadvantage of more than negligible. The customer who rejects the change, it must as soon as possible notify the organizer. The client in this case entitled to a full refund of monies already paid or part of the amount that relates to the non-loved elements of the package.

Article 7.6

The arrangement of the activity is in principle even in bad weather passage unless specialist previously made other written agreements. The company executive will endeavor in bad weather the program to adjust the inconvenience is limited to participants. Within find activity in any case, passageway. Outdoor activities can by the customer up to 24 hours before the holiday be canceled without charge if the continuation thereof of the operating company is not meaningful or not to perform in connection with such security.

Article 7.7

The implementation of what was agreed depends on local (weather) conditions. Participants in packages or activities that are not guided by the organizer are responsible for a program change if the situation so requires. In packages or activities led by an executive business of the organizer shall have the right to change the program in consultation with the participants if the situation requires.

Article 7.8

The customer exercises his right to reject the change or alternative offer under the previous paragraphs must make this known within three working days of receipt of the notice on the change. In that case, the customer is entitled to terminate the agreement with immediate effect. He must -on pain of expiry of this right within 7 days of receipt of the notification of the amendment by the organizer. The client in this case entitled to remission or refund of the monies paid (or, if the activity is already partly used, to restitution of a proportionate part thereof) within two weeks, without prejudice to any rights to compensation as provided in paragraph 7 of this article.

Article 7.9

A. If, immediately after the arrival of the customer (s) or immediately after detection, a significant part of the services to which the contract relates is not provided or the organizer perceives that he will not be a significant part of the services provided the operator ensures that appropriate alternative arrangements to ensure the continuation of the agreed activities.

B. If such arrangements are not possible or not reasonable grounds by the

customer (s) will be accepted, provided the organizers staged a similar vehicle that him / them back to the place of departure or any other place agreed with the client return.

C. The result of this change damages for the customer is borne by the organizer if the failure to implement the agreement it is in accordance with article 12 is responsible.

Article 7.10

The organizer is obliged to inform the client about a change in the departure implemented by him.

Article 8 Cancellation by the organizer

Article 8.1

The organizer has the right to terminate the agreement with immediate effect, if the number is less than or greater than the required minimum, respectively. maximum number listed on the website or at the counter, or where the nature of the tour group violates the conditions the operator then has stated in their publication (s). The cancellation must immediately after discovery (if within a reasonable time of the possibility of finding), take place. The customer receives a refund as per provisions of Article 7. Articles 8.2 t / m 8.4 do not apply and Articles 9,10 and 11.

Article 8.2

The operator always has the right to terminate the contract in case of important circumstances that are unforeseeable and can not be remedied or avoided as serious weather conditions, (civil) war, terrorism, political unrest, natural disasters, food shortages, general strikes etc. . The organizer is obliged to inform the customer without delay, stating the grounds for the termination informed.

Article 8.3

Upon termination by the organizer for the conditions mentioned in 8.1 before the arrangement or activity the customer is entitled to a full refund of the monies paid. The organizer will endeavor to offer customers a package or activity of similar quality, if possible in the same period.

Article 8.4

Serious deficiencies in the implementation of the agreement by the customer or participant (s), such as improper use of materials made available, giving the organizer and / or exporting companies the right to immediately suspend its obligations, in particular reversal of materials and / or cessation of operations set by its disposal. The organizer in this case terminate the agreement through an oral statement to the customer or participant, provided it is followed by a written notice to the customer or participant. The organizer is entitled to full compensation for all costs and damages by the client and / or participant.

Article 9 Obligations of the organizer

Article 9.1

The organizer is obliged to implement the agreement in accordance with the expectations that the customer under the agreement or publications of the organizer could reasonably have. The organizer is according to circumstances

required to provide the participant help and assistance if the arrangement or activity does not meet the expectations that might reasonably have. If the cause must be attributed to the customer, the organizer to provide help and assistance is required as far as can be reasonably required of him. The cost for the help and assistance come in this case on behalf of the customer.

Article 9.2

The correctness of the implementation of the agreement must be judged also on the basis of the use and limitations of the location where the activities take place on the basis of athletic or adventurous nature of the activity and on the basis of the amount of agreement.

Article 10 Obligations of the customer (s) and participants

Article 10.1

The customer is required at the conclusion of the contract all the personal circumstances of themselves and / or those on whose behalf he enters into the agreement to notify the organizer or the executive business of the organizer insofar as they may affect the smooth running of the arrangement or the activity. This requirement applies in particular to all relevant medical details and conditional. Every participant in activities in or on the water, must be in possession of a recognized swimming certificate or lack thereof have previously announced to the organizer or the employees of the contracting companies.

Article 10.2

The participant is obliged to comply with all instructions from the organizer or the employees of the operating companies to promote the smooth implementation of the agreement.

Article 10.3

The participant is obliged to use the material made available in a manner which is designated by its nature and convention. The participant must report and to fix any defects upon receipt of the material. The participant may not make changes to the material or give them to third parties without permission of the organizer. The participant informs the organizer as soon as possible but no later than the end of the contract, the amount of damage or loss of materials. permission from the organizer in advance requires a repair order. The participant will transfer the material made available by the end of the agreement at the agreed location to an employee of the operating company, in the same state in which the participant has received and as clean as possible. The organizer is entitled, if necessary, bring additional costs for cleaning, searching actions, transportation and storage of materials, statements of loss etcetera to client and / or participant account.

Article 10.4

The participant who caused such nuisance or inconvenience that the realization of the arrangement or activity is impeded or can be complicated greatly, which endangers the safety of themselves or others at risk or dealing irresponsibly with nature and the environment, can by the organizer or the executive business of (further) participation are excluded from the arrangement or activity. All resulting additional costs are borne by the excluded participant or client under whose responsibility this participant participates.

Article 10.5

If the participant deviates from the recommended route or the recommended time- or travel schedule and this should create additional costs, these costs are borne by the participant.

Article 10.6

The organizer reserves the right to use photographic or other recordings made during the arrangement or activities for promotional purposes. Objections against this must be submitted after admission within 14 days.

Article 10.7

If the participant has not yet reached the age of 17 years and is not accompanied by at least one adult participant must inform the organizer in possession of a certificate of no objection signed by his / her legal representative or should this legal representative co-sign the registration form or agreement.

Article 10.8

The participant is and remains responsible for assessing if he / she is fit enough to practice such activities.

Article 10.9

The customer or operator should any inaccuracies of the data on the confirmation or ticket to report to the Mijnactiviteitenplanner.nl directly.

Article 11 Liability of the organizer / Mijnactiviteitenplanner.nl

Article 11.1

Mijnactiviteitenplanner.nl is not liable for any form of injury or damage due to incorrect entry of data on the ticket or confirmation or injury to participant (s) or others, or damage to the property of the participant (s) or third parties to cases during or after an activity, excursion or event for which the ticket at retailers, obtained through the websites of the organizer and third parties or through the Mijnactiviteitenplanner.nl website.

Article 11.2

Participation in arrangements and / or activities at the risk of customer and / or competitor. Except in the case of intent or gross negligence of the organizer, the organizer is not liable for any damages, including consequential damages, which client and / or participant suffer as a result of accidents occurring during the packages and / or activities, except to the extent exclusion of liability law should not be permitted.

Article 11.3

The organizer, the exporting companies liable for damages resulting from a material defect in the facilities and activities offered by them if this material can be imputed to the company executive, unless the defect is not due to his fault nor under the law, a legal act or generally accepted practice in traffic on his behalf.

Article 11.4

The organizer is certainly not liable for damage caused by:

* a. circumstances that are attributable to the participant, such as not having

a necessary travel documents, inadequate health or condition, insufficient personal equipment, improper action or inaction, overestimation of their own abilities or disregarding instructions;

* b. it, consciously or unconsciously, (to) organize a participant in the wrong category referred to in Article 3 and / or if the participant does not comply with one or more security and / or his or her condition, in accordance with Article 3 was not enough to practice the activity.

* c. actions and influences of third parties not directly involved in the execution of the agreement; circumstances not attributable to the organizer's fault and that can not be reasonably attributed to the operator under Dutch law or the norms prevailing in society.

Article 11.5

The client and / or participant are expected to take out adequate accident, travel and cancellation insurance. Organizer accepts shall never be liable for damage who are entitled to compensation, or pursuant to the foregoing sentence shall be deemed to exist under a travel, accident and / or cancellation.

Article 11.6

The exclusions contained in this article and / or limitations of liability also apply to employees and other representatives of the organizer and / or exporting companies, unless the law stipulates otherwise.

Article 11.7

If the traveler does not first mention of issues mentioned in Article 10.3 and 10.9, which anticipate the organizer to make it impossible defects reported by the passenger, it can after leaving the property was no longer presented any compensation. Any claim or complaint letters that without such persons fulfill the conditions in this Article shall not be admissible.

Article 11.8

Mijnactiviteitenplanner.nl is not liable for any form of damages resulting from the conclusion of an agreement through mediation, as in art. 2, or arising from a breach of the organizer or a failure of the customer, according to these terms and conditions. In the event of a dispute between the customer and the organizer, which comply with the provisions as provided in these conditions and from which a claim can thus be taken into consideration by the organizer, may Mijnactiviteitenplanner.nl by both the customer and the organizer be asked to deliver an opinion.

Article 11.9

If the operator is liable to the customer for loss of 'pleasure trip', the compensation will not exceed the agreed sum.

Article 11.10

The exclusions contained in this article and / or limitations of liability of the organizer or Mijnactiviteitenplanner.nl also apply to employees of the Promoter, Mijnactiviteitenplanner.nl, agency and relevant service providers and their staff, unless the law is the rule .

Article 12 Liability of the customer / subscriber

Article 12.1

The participant and / or the customer is liable to the organizer liable for damages or any other damage caused by the act or omission of himself, or he "authorized" parties.

Article 13 Complaints

Article 13.1

If the participant discovers a defect in the execution of the agreement, he must report this as soon as possible by the provider, so that it can find a suitable solution. If the shortcoming is not resolved within a reasonable time and affects the quality of the arrangement or activity, this must be reported as soon as possible to the organizer or a representative of the company executive spot. The communication costs will be reimbursed by the organizer, unless it appears that it was no good reason to be.

Article 13.2

If the complaint is not resolved satisfactorily, this appearance may, within 14 days after the arrangement or activity be submitted in writing and motivated by the organizer, with copies to the Mijnnactiviteitenplanner.nl. Does the arrangement or activity canceled found then applicable term of one month after the original start date.

Article 13.3

Any claim of whatever nature, as well as any right to terminate the contract expires at late notice but at least one year after the arrangement or activity, or if the arrangement or activity did not take place, 1 year after the original start date.

Article 13.4

If the complaint is not satisfactorily resolved, this latest one month after return can be filed in writing with reasons to Mijnnactiviteitenplanner.nl. If the complaint is not the execution but to the conclusion of an agreement, it must, after taking cognizance of the facts on which the complaint within one month by the traveler to be submitted to Mijnnactiviteitenplanner.nl.

Article 13.5

In case of a complaint filed with Mijnnactiviteitenplanner.nl and if satisfied assess the conditions mentioned in this article, will Mijnnactiviteitenplanner.nl complaint with the views of both parties and issue an opinion and report what actions, if any will be the Mijnnactiviteitenplanner.nl following the complaint to take possible decision to avoid complaints of a similar nature in the future.

Article 14 Applicable law and disputes

Article 14.1

All concluded by the organizer agreements Dutch law.