

Black Heritage Tours Terms & Conditions

General Terms & Conditions:

Black Heritage Tours has a 'no cancellation policy' once the client's tour is paid (travel delays, bad weather, or pandemics are not refundable; unless an official travel advisory from the Netherlands is issued). Clients may reschedule the tour within 2 years of the booking based upon availability. In the event of a personal medical emergency cancellation (medical letter with proof of inability to travel is required). In any event the client will receive a refund, minus a handling fee. The amount refunded shall depend on the number of days, weeks remaining before the scheduled tour:

- More than three weeks before the scheduled tour refund issued, minus 10%
- One to three weeks before the scheduled tour, minus 50%
- Within 6 days before the tour, minus 75%
- There will be *no* refunds for cancellations made less than 6 days, including *no* refunds for same day cancellations.

When booking the tour the client accepts and agrees to these T&C's

Additional clauses apply:

Clause 1. The term 'client' shall be understood to mean the organizer or main contact booking the tour, the legally authorized representative of the company and/or all participants in the activities offered by "Black Heritage Tour", hereinafter referred to as BHT.

Clause 2. These terms and conditions shall apply for all agreements between BHT and the client to which BHT has declared these terms and conditions applicable, insofar as the parties have not deviated from these terms and conditions explicitly and in writing.

Clause 3. The present terms and conditions shall also apply to agreements with BHT for performances in which third parties are to be involved.

Clause 4. All offers shall be submitted entirely without obligation, subject to price changes, and shall be valid for 14 days. Costs shall be based on the program proposed and any extension of the boat, walking or horse-carriage tour shall be passed on in the final invoice. All catering cost incurred or consumed during the tour shall be passed on to you on the basis of actual costs.

Clause 5. Liability: the client shall be liable for any damage or loss that the client causes to property belonging to BHT or third parties.

Clause 6. BHT shall not be responsible for services performed by third parties (such as catering and music).

Clause 8. If the client is of the opinion that part of or the entire activity organized by BHT gives rise to a complaint, the client shall notify authorized BHT staff of this immediately and shall do so both verbally and in writing.

Clause 9. In these general terms and conditions the term 'force majeure' shall be understood to mean: all external causes, foreseen or not foreseen, on which BHT is not able to exercise any influence, yet which render it impossible for BHT to fulfill its obligations, including strikes at BHT. This definition shall apply in addition to what is understood by the said term in legislation and case law.

Clause 10. BHT shall have the right to invoke *force majeure* where the situation that impedes (further) performance arises at a time after which BHT should have fulfilled the obligations applicable for it.

Clause 11. During a force majeure situation, the obligations applicable for BHT shall be dissolved and shall be dissolved without this resulting in the obligation to pay compensation.

Clause 12. BHT retains the right to change the route agreed on where weather conditions and/or the obstruction of waterways, bridges or locks render this necessary.

Clause 13. BHT shall be entitled to offer the client a different boat where the boat agreed on cannot be used as a result of a force majeure situation. In situations of this nature, BHT shall bear any additional costs.

Clause 14. When deviating from the time agreed on at the request of the client, or as a result of a force majeure situation, the additional costs applicable shall be charged to the client.

Clause 15. Except where agreed otherwise, net payment shall be made in full and effected in advance either by debit/credit card via Rezdy payment or PayPal account.

Clause 16. Payment shall be made in full with 21 business days prior to the tour, unless otherwise agreed upon in writing and in the currency shown on the invoice.

Clause 17. It shall only be possible to adjust the amount due within seven days of the invoice date. The client shall be in default by operation of law where payment has not been effected within 21 days of the invoice date; as of the date on which the client is in default, it shall be required to pay interest of 1% per month on the amount due and payable, except where the statutory interest rate is higher, in which case the statutory interest rate shall apply.

Clause 18. In the event of the bankruptcy or liquidation of the client, or where the client has been granted a moratorium on payments, all claims that BHT has against the client and the obligations that the consumer has towards BHT shall be due and payable immediately.

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Black Heritage Tours Privacy Policy

The information we collect:

Black Heritage Tours (BHT) collects information for the purpose of making guests reservations that includes: name, contact information, and credit/debit card information for billing purposes only.

How we use this information

The personal and credit card information that BHT collects is used for billing purposes only. None of clients' payment information is stored or saved.

Who we share this information with

BHT does not share clients' personal information with any third parties.