

Visitors conditions

Introduction

Within reasonable limits, The Tulip Excursion will do everything possible to let the visit to the greenery events organized by The Tulip Excursion progress according to the wishes of the visitor. The Tulip Excursion will do its utmost to restrict possible inconvenience or discomfort to the visitor to a minimum as well as to guarantee the visitor's safety as much as possible.

General regulations: definitions

Section 1.1

By 'The Tulip Excursion' is understood this part of the 'greenery Siem Munster' which manages and operates the guided tours and excursions, which includes, but is not restricted to, the executive staff authorized to act on behalf of this organisation.

Section 1.2

By 'greenery' is understood the entirety of areas (built up as well as open areas) falling under the legal or management authority of the executive staff of Kwekerij Siem Munster / The Tulip Excursion, which includes, but is not restricted to, the greenhouses, cold stores, bunching room, coffee room, barns and tulip fields.

Section 1.3

By 'visitor' is understood anyone who has in any way, directly or indirectly, made an agreement with The Tulip Excursion aimed at entering the greenery and/or visiting an event organized by The Tulip Excursion.

Section 1.4

By 'enclosed area' is understood a closed or partly open area.

Section 1.5

These general Conditions for Visitors are applicable to every agreement between The Tulip Excursion and a visitor. The conditions are also applicable to special events outside regular opening hours and/or which are aimed at other than the regular visitor, for instance in the case of renting rooms and catering.

Sale of tickets, special offers and prices

Section 2.1

All quotations, communications or other information provided by The Tulip Excursion are binding. The Tulip Excursion accepts liability for mistakes made by The Tulip Excursion itself, if any, concerning quotations, communications or other information provided to the visitor. This liability applies only to the Tulip Excursion's own information material that is present in the greenery at the moment when liability is claimed, or has been recently disseminated by or on behalf of The Tulip Excursion. The Tulip Excursion is not responsible for mistakes due to wilful intent, culpability or negligence of third parties.

Section 2.2

The potential visitor may be denied access to The Tulip Excursion if it appears that the admission ticket, the discount ticket or the voucher has not been obtained from The Tulip Excursion or another body authorized by The Tulip Excursion.

Section 2.3

The Tulip Excursion will exclusively retribute the actual admission charge and the travelling expenses incurred, if the visitor has to leave the greenery prematurely due to an unannounced exercise within the framework of the health and safety rules, as well as in the case of a real calamity which necessitates the complete or partial evacuation of The Tulip Excursion.

Actual stay in the greenery

Section 3.1

During their stay in the greenery visitors should behave properly in accordance with public order, good manners, and the rules of the event being visited. Visitors are also obliged immediately to follow the directions and instructions of officers of The Tulip Excursion, including the attendants.

If, according to the reasonable judgement of a qualified officer of The Tulip Excursion visitors act in any way in contravention of these standards, directions or instructions, they can be denied further entrance to the greenery without being entitled to any compensation of the cost of the admission charge or other costs incurred.

Section 3.2

Parents or supervisors of children are at all times responsible and accountable for the behaviour of the children they accompany. Teachers and supervisors of groups are responsible and accountable for the behaviour of all members of the group they accompany.

Section 3.3

The following are, inter alia, forbidden for visitors in the greenery:

- a. to offer for sale or without charge any kind of goods to third parties;
- b. to hinder other visitors, which includes but is not restricted to, the use of mobile telephones, walkmen, or other sources of noise nuisance; the use of such equipment may, however, be explicitly allowed in certain areas by The Tulip Excursion;
- c. to bring pets or other animals, unless they are explicitly allowed entrance to certain areas or if it concerns guide dogs which accompany a visitor with an identification pass;
- d. to smoke in all enclosed areas;
- e. to bring food and consumptions into the enclosed areas of the greenery;
- f. to touch machines, installations, lighting, etc., unless this is emphatically and explicitly allowed. Parents or supervisors of children should rigorously see to it that machines and installations are not touched by the children they accompany. Small children should be taken by the hand or be moved in buggies; teachers and supervisors are equally held to see to it that group members under their supervision do not touch machines and installations.

Complaints and claims

Section 4.1

The Tulip Excursion will do everything possible to let the visit to the greenery or events organized by The Tulip Excursion take place according to the published offer; this includes the obligation to inform the public as clearly as possible about total, partial or advanced closure of the greenery. The Tulip Excursion works with natural products which are constantly in different growing stages, the potential visitor needs to realize this. The weather influences the things the visitors are going to see. The visitor can never derive the right to compensation for these matters.

Section 4.2

Claims can not be made with reference to the following, for The Tulip Excursion unavoidable, complaints and circumstances, and will therefore never lead to any obligation to compensation from the Tulip Excursion to the visitor:

- a. complaints referring to the growing stages of the tulips shown;
- b. complaints and circumstances referring to inconvenience or discomfort caused by other visitors, which include, but are not restricted to, noise nuisance, improper behaviour, theft or molestation;
- c. complaints and circumstances referring to nuisance or inconvenience caused by maintenance activities;
- d. complaints and circumstances referring to nuisance or discomfort caused by improper functioning of facilities within the Tulip Excursion.

Section 4.3

Complaints and requests for claims about the agreement between The Tulip Excursion and the visitor should reach The Tulip Excursion in writing within six weeks after the visit took place. Complaints and requests for compensation submitted after this period will not be dealt with.

Section 4.4

The Tulip Excursion will examine the complaint and reply in writing within 30 days of receipt. If the examination has not yet been completed by that time, this will be communicated to the complainer, together with the expected moment when this will be completed.

Section 4.5

The visitor may submit complaints, claims, and suggestions for improvement in writing.

Liability of the Tulip Excursion

Section 5.1

The Tulip Excursion can never be held responsible for damage due to quotations, information or other information given by The Tulip Excursion and/or third parties to the visitor unless, and in so far as, this damage is the direct result of the willful intent or gross negligence of The Tulip Excursion and/or its officers.

Section 5.2

The visitors' stay in the greenery is for their own account and risk. The Tulip Excursion is only liable for material or consequential damage suffered by the visitor or injury sustained by the visitor if it is the direct and exclusive result of willful intent or gross negligence of The Tulip Excursion, on the understanding that only the claim can be compensated for which the Tulip Excursion is insured, or should have been insured in fairness and justice.

Section 5.3

In no case is The Tulip Excursion obliged to pay a higher amount in damages than:

- a. the actually paid admission charge and the actually incurred travelling expenses or, if this is more,
- b. the amount paid by the insurer of The Tulip Excursion to The Tulip Excursion for the amount paid for the damage, or,
- c. the compensation obtained from a third party for the damage.

Section 5.4

The Tulip Excursion is never liable for damage caused to vehicles of the visitor unless, and in so far as, damage came into being on or within the greenery and if, and in so far as, this damage is the direct result of the willful intent or gross negligence of The Tulip Excursion and/or its officers.

Section 5.5

The Tulip Excursion is never liable for any direct/indirect damage whatsoever, occasioned as the direct/indirect result of any defect, any quality or circumstance of, in or on any immovable property of which The Tulip Excursion is holder, tenant/hereditary tenant, lessee or owner, or which is otherwise at the disposal of The Tulip Excursion, except if, and in so far as, the damage is the direct result of the willful intent or gross negligence of The Tulip Excursion and/or its officers.

Section 5.6

If The Tulip Excursion accepts goods or if goods are, in whatever way, wherever, by whomever, handed in, kept, and/or left behind without asking The Tulip Excursion for any compensation for them, then The Tulip Excursion is never liable for damage to, or in connection with, goods in whatever way it may have occurred unless The Tulip Excursion has caused deliberate damage or if the damage is the result of gross negligence of The Tulip Excursion.

Section 5.7

The total liability of The Tulip Excursion due to imputable shortcomings in observing the visiting agreement is restricted to compensation of direct damage and shall in no case be more than the compensation agreement described under 5.3.

Section 5.8

In the case of damage arising from death or bodily injury, the total liability of The Tulip Excursion will never be more than the compensation agreement described under 5.3.

Section 5.9

The liability of The Tulip Excursion through indirect damage, including consequential damages, deprivation of profit or wages, missed savings, etc., is excluded.

Section 5.10

The maximum amounts mentioned in section 5.3 will, however, be disregarded if, and in so far as, the damage is the result of the wilful intent or gross negligence of The Tulip Excursion and/or its officers.

Force majeure

Section 6.1

Force majeure which prevents possible shortcomings caused by it from being claimed from The Tulip Excursion, will apply to any unforeseen circumstance that will make implementation of the agreement by The Tulip Excursion so difficult that temporary or permanent implementation of the agreement will be impossible or difficult.

Section 6.2

By such circumstances are also understood circumstances with regard to persons and/or services, and/or institutions which The Tulip Excursion wished to use for the implementation of the visiting conditions, as well as anything that applies to the above mentioned as force majeure or suspending or dissolving conditions, as well as imputable shortcomings from the above-mentioned.

Lost property

Section 7.1

Lost property found by the visitor in the greenery can be handed in at the guide.

Section 7.2

The Tulip Excursion will do its utmost to trace the owner of the lost property.

Section 7.3

If the owner of the lost property contacts the Tulip Excursion, he/she has the choice of coming to retrieve the property himself/herself or have it sent to him/her cash on delivery. In both cases he/she must produce proper evidence of identity.

Other conditions

Section 8.1

The applicability of these Conditions for Visitors does not detract from the applicability of other (contractual) conditions and/or regulations of The Tulip Excursion, if any.

Applicable law

Section 9.1

These Conditions for Visitors and the agreement between the visitor and Tulip Excursion are governed by Dutch law.

Section 9.2

All disputes resulting from the agreement between the visitor and the Tulip Excursion will be exclusively submitted to the competent court in Hollands Kroon.

These Conditions for Visitors have been established by the administration of The Tulip Excursion on the 1st of August 2012.

In the event of dispute and/or argument about claims between the visitor and The Tulip Excursion, the Dutch version of the Conditions for Visitors will exclusively apply.

The director of The Tulip Excursion,
Siem Munster