



RESERVATIONS :

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TOURIST GUIDE SERVICES TARIFFS 2020

| Details | Fee | Incl. 21% VAT |
|--|-------------------------------|--|
| Guide service for ½ day <ul style="list-style-type: none"> • max. 4 hours between 08:00 – 13:00 hrs. or 13:30 - 19:00 hrs • Walking tours up to max. 3 hours and 25 persons per guide, in Amsterdam max 15 (subject to new regulations) • No Red Light tours | € 175.00 | € 211.75 |
| Guide service for 1 day <ul style="list-style-type: none"> • max. 9 hours between 08:00 – 19:00 hrs (incl 1 hour lunch break) • Walking tours max. 25 persons per guide, in Amsterdam max 15 (subject to new regulations) • No Red Light tours | € 285.00 | € 344,85 |
| Additional time <ul style="list-style-type: none"> • Per hour 08:00 – 23:00 hrs • Per hour 23:00 – 08:00 hrs : (2 hours is ½ day and 4 hours is 1 full day) | € 40.00 | € 48.40 |
| Evening tour <ul style="list-style-type: none"> • For up to max. 2 hours between 19.00 - 23.00 hrs • For up to max. 4 hours between 19.00 - 23.00 hrs • No Red Light tours | € 175.00 € 285.00 | € 211.75 € 344,85 |
| Guide service for 1 day incl. overnight stay | € 355.00 | € 429,55 |
| Additional costs <ul style="list-style-type: none"> • For special interest tour ½ day • For special interest tour 1 day • For translation per hour | € 50.00 € 75.00 € 30.00 | € 60.50 € 90,75 € 36,30 |

SUMMARY OF TERMS AND CONDITIONS

Article 1. The services provided

- ½ day consists of 4 hours within the time period of 08:00-13:00 hrs. or 13:30-19:00 hrs. For shorter tours the same tariff will be charged as for ½ day.
- 1 day consists of 9 hours within the time period of 08:00-19:00 hrs. including 1 hour lunch break for the guide.
- Hours which do not fit in this time schedule will be charged as additional time.
- For guide services after 19:00 hrs. the same tariffs will be charged as for ½ day. These are tours for a maximum of 2 hours.
- For evening tours of more than 2 hours ending at the latest at 23:00 hrs., the same tariffs will be charged as for 1 day.
- For tours whereby special knowledge is required, an extra charge will be made.
- For a guided visit in a museum there is a limit of persons per guide. For the exact maximum number, please request information at the museum or at our offices.
- For a walking tour there is a limit of 25 persons per guide, in Amsterdam max 15 per guide (due to possible new regulations)
- No Red Light tours
- We prefer wire transfer payment. The booked guide will send an invoice 3 weeks prior to the tour date and has to be paid a week before the date of the tour.

Article 2. Travelling expenses

- In case of a tour beginning or ending outside of Amsterdam, the travelling expenses and travelling time involved will be charged to the client.

Article 3. Cancellation by the client

- It is possible to cancel the assignment up to and including 8 days before start of the tour without incurring any costs.
- In case of cancellation within a period of 7 days and up to 48 hours before start of the tour, 50% of the agreed guiding fee will be charged.
- In case of cancellation within a period of 48 hours prior to start of the tour and in case of a “no-show”, 100% of the agreed fee will be charged.

Article 4. Cancellation by the guide

- In case the guide cancels the tour without a valid reason and does not provide an acceptable substitute, he/she has to transfer the agreed guiding fee for the cancelled tour to the tour operator.

Article 5. Change of program

- Changes to the contents of the program can be made, provided that these are made known to the guide carrying out the assignment 48 hours before the start of the tour.

EXTENDED TERMS AND CONDITIONS

GUIDOR GENERAL TERMS AND CONDITIONS

Article 1 The titles of the articles as used in the Guidor General Terms and Conditions and specified in the same line as the article number are intended purely as a guide and no rights may be derived from these titles.

Article 2 Definitions

Paragraph 2.1 The terms listed and underlined in this paragraph are always understood to mean the following when used in the Guidor General Terms and Conditions (hereinafter referred to as the GGT&C), and in offers and agreements subject to the GGT&C.

2.1 a Guidor: The Dutch National Guides' Association 'Guidor', registered with the Chamber of Commerce in Amsterdam under number 40530951, or its legal successor.

2.1 b Guide: A natural person who is a member of Guidor and who acts as a guide in the sense of a 'tourist guide' as described in the NEN standard NEN-EN 13809:2003, insofar as the person in question is not performing this service in employment.

Where the GGT&C refers to 'guide' in the singular, this also includes multiple guides where relevant who have been booked for the same tour.

2.1 c Participant: A natural person for whom one or more tours have been stipulated and who has accepted that stipulation and to whom one or more guide services must be delivered as part of that tour, or those tours, pursuant to a guide agreement.

Where the GGT&C refers to 'participants', this also includes the only participant in a tour where relevant.

2.1 d Group leader: A natural person who is deemed to represent the participants and/or client with respect to the guide on a tour and who is present with the participants and the guide at any rate at the start or end of that tour.

The group leader may also be a participant.

If the tasks of group leader are assigned to more than one person on any one tour, each of those persons is considered to be the group leader for that task or those tasks for which he bears responsibility.

Equivalent terms for 'group leader' include 'tour manager', 'tour director' and 'tour leader'.

2.1 e Client: A company or natural person or legal entity that has concluded a guide agreement with a guide for participants, whether or not directly. The client may also be a participant.

2.1 f Guide agreement: An agreement between the client and the guide, hereinafter also referred to as the 'parties', concerning guide services to be rendered by the guide and any other associated services in return for a sum to be paid by the client that includes at the very least the guide fee or fees (possibly itemised), namely the fee or fees payable for one or more guide services.

Depending on the party, equivalent terms for 'concluding a guide agreement' can be 'accepting/taking on a tour/assignment' and 'booking a guide'.

Possible equivalent terms for 'terminating a guide agreement' are 'annulling' and 'cancelling'.

2.1 g Tour: A tour carried out in the context of a guide agreement. Tours include but are not limited to

excursions, walks, cycling trips, days out, river cruises, guided tours in museums, transfers, information provision at a hospitality desk, talks and combinations of the above.
2.1 h Programme: Description (preferably in writing) of the desired itinerary of a tour, or a series of tours that can be considered to belong together, with specification of essential specifics in this regard and where applicable to the services that the guide is obliged to perform pursuant to the guide agreement.

2.1 i Voucher: Document that the participants, the group leader or the client submit to the guide as proof for the delivery of services by that guide pursuant to a guide agreement.

Paragraph 2.2 Where the GGT&C uses the male form for a person, this can also be taken to refer to the female form.

Article 3 Applicability

Paragraph 3.1 Subject to the provisions in Article 3.7, the Guidor General Terms and Conditions apply to the formation and content of all guide agreements and all offers relating to the formation of the said guide agreements, with the exclusion of all other terms and conditions other than the guide's Additional Terms and Conditions.

Paragraph 3.2 If the guide applies Additional Terms and Conditions, they form a single entity with the GGT&C, provided that the guide presents his Additional Terms and Conditions as a single entity with the GGT&C.

Paragraph 3.3 The parties may agree in writing that the client's terms and conditions take precedence over the guide's Additional Terms and Conditions for a period to be determined by the parties or until notice of termination by one of the parties.

If the parties agree to this, the client's terms and conditions are deemed to take the place of the guide's Additional Terms and Conditions for this period and with respect to these parties, including with regard to paragraphs 3.1 and 3.5 of the present article and to Articles 10 and 11.

Paragraph 3.4 Whenever the guide accepts a tour through the intermediary services of the GidsenCentrale, by which is meant the GidsenCentrale that is mentioned in Guidor's articles of association insofar as a GidsenCentrale is mentioned there, then the Reservation Terms and Conditions of the GidsenCentrale, as published on the website of Guidor and/or in one or more alternative appropriate media, take precedence over the guide's Additional Terms and Conditions and over any terms and conditions whatsoever used by the client for that tour.

If the Reservation Terms and Conditions of the GidsenCentrale take precedence over the guide's Additional Terms and Conditions and the client's terms and conditions based on the aforementioned provisions in the present paragraph, the GidsenCentrale Reservation Terms and Conditions are deemed to take the place of the guide's Additional Terms and Conditions, including with regard to paragraphs 3.1 and 3.5 of the present article and to Articles 10 and 11.

Paragraph 3.5 If there is an inconsistency between the GGT&C and the guide's Additional Terms and Conditions, then the GGT&C take precedence, with due observance of the articles and related paragraphs in the GGT&C that expressly permit deviating provisions in the guide's Additional Terms and Conditions.

Paragraph 3.6 If other terms and conditions nevertheless apply in addition to the GGT&C other than by virtue of paragraphs 3.2, 3.3 and 3.4 of the present article, then the GGT&C takes precedence in the event of an inconsistency.

Paragraph 3.7 Deviation from the GGT&C is only possible in writing and on a case-by-case basis.

Paragraph 3.8 The GGT&C also apply to all natural persons and legal entities that the guide makes use of or has made use of when concluding and/or carrying out a guide agreement.

Paragraph 3.9 In concluding a guide agreement and in accepting an offer concerning the formation of a guide agreement, the client accepts the GGT&C as well as any Additional Terms and Conditions applied by the guide and the guide's fees.

Paragraph 3.10 Once the GGT&C have been declared legally applicable to a given guide agreement, the most recent version of the GGT&C is deemed to be applicable to all subsequent guide agreements between the same parties, unless agreed otherwise in writing.

Paragraph 3.11 If there is an inconsistency between the text of the GGT&C in Dutch and the translation of that text into another language, the Dutch text takes precedence.

Paragraph 3.12 Should one or more provisions in the GGT&C be or become contrary to any statutory provision in full or in part, or else be or become void, the remaining provisions will remain in full force, and the parties will arrive at a replacement scheme that is as close as possible in meaning and effect to the provision or provisions that were or have become void.

Article 4 Formation of a guide agreement

Paragraph 4.1 The guide may at any time and for whatever reason refuse to conclude a guide agreement, except if such a refusal is based purely on one or more grounds as specified in Section 429c of the Dutch Criminal Code.

Paragraph 4.2 All offers made by the guide relating to the formation of a guide agreement are without obligation and subject to availability.

Article 5 Guide's obligations

Paragraph 5.1 Subject to the provisions in the subsequent paragraphs of the present article, the guide undertakes to carry out the guide agreement in accordance with the expectations that the client may reasonably have based on the guide agreement.

Paragraph 5.2 The obligation specified in Article 5, paragraph 5.1 does not apply in the event of force majeure on the part of the guide as defined in Book 6, Section 75 of the Dutch Civil Code.

Paragraph 5.3 The obligation specified in Article 5, paragraph 5.1 does not apply if the participants do not turn up or are more than one hour late, with due observance of the provisions in Article 5, paragraph 5.7.

Paragraph 5.4 The obligation specified in Article 5, paragraph 5.1 does not apply if the client fails in any way to completely fulfil all its obligations that it has with respect to the guide on whatever grounds.

Paragraph 5.5 If the guide discovers in good time that the programme is defective in the sense referred to in Article 8, paragraph 8.2, the guide undertakes to inform the client of this without delay.

Paragraph 5.6 The guide aims to be at the agreed starting point 15 minutes before the agreed start time for the tour. At any rate, he undertakes to be at this starting point in sufficiently good time that he is indeed ready to start the tour at this start time.

Paragraph 5.7 If the participants on a tour are not yet at the agreed starting point by the agreed start time for the tour, the guide for this tour undertakes to stay and wait for the participants at or in the immediate vicinity of the starting point, in as much as the given circumstances reasonably allow this, until the participants arrive. The guide will wait up to one hour after the start time, unless the guide and the group leader or client have agreed otherwise, however the guide will wait for longer at the request of the group leader and/or client, and if this can reasonably be demanded of the guide, up to the maximum period during which the tour would have taken place based on the agreed fee for the guide.

Article 6 Programmes

Paragraph 6.1 The client is responsible for drawing up the programme that the guide must carry out pursuant to the guide agreement, even if the guide gives or has given advice on the programme, but with the exclusion of those cases where the guide has consented to jointly draw up a programme at the request of the client.

Paragraph 6.2 The client is responsible for providing the guide with the programme if it was compiled under the client's responsibility and not by the guide.

Paragraph 6.3 The client can make modifications and/or additions to the programme if it informs the guide carrying out the programme no later than 48 hours before the start of the tour.

Paragraph 6.4 Modifications in the programme and/or additions to the programme that the guide is informed of less than 48 hours before the start of the tour in question will only take effect if the guide expressly agrees to these modifications and/or additions.

Paragraph 6.5 If the modifications referred to in paragraphs 6.3 and 6.4 of the present article involve partial cancellation of the programme, then Article 11, paragraph 11.6 applies.

Article 7 Execution of the tour

Paragraph 7.1 Maximum numbers of 25 participants respectively apply for walking tours (Amsterdam 15 per January 2020, subject to possible new regulations), museum max 15 persons; for a bicycle tour max 12 persons unless stated otherwise in the guide's Additional Terms and Conditions or agreed otherwise.

Paragraph 7.2 If during a tour there is a deviation of no more than 15 minutes from a time specified in the programme, the guide can never be declared in default for this unless it involves a delay in the start time of the tour and also unless the delay with respect to a time specified in the programme results in the incomplete execution of that programme.

Paragraph 7.3 If a tour ends at a different time to the time specified in the programme and that difference is more than 15 minutes, the group leader must sign off for the actual time when the tour ended on the programme or on the voucher for the guide.

Paragraph 7.4 Unless agreed otherwise, the guide is not obliged to be freely contactable by phone while performing a guide assignment.

The guide is never obliged to be contactable by phone to a greater extent than can reasonably be expected of him.

Paragraph 7.5 The guide is not obliged to take in receipt and/or store any goods whatsoever handed to him by participants and/or the group leader, including cash, cash equivalents and valuable papers.

Paragraph 7.6 If requested to do so, the participants must assign a group leader.

Paragraph 7.7 The guide, the group leader and the participants must abide by the general rules of behaviour and respect that apply in social intercourse.

Paragraph 7.8 If the circumstances permit, the group leader must inform the guide, or arrange for the guide to be informed, of any delay in the arrival of the participants at the agreed tour starting point. The group leader must do this immediately by phone or by another suitable means in the given circumstances as soon as it has become clear to him that the participants will be late in arriving at the starting point.

Paragraph 7.9 Notwithstanding the provisions in Article 5, paragraph 5.1, the guide maintains the freedom to modify the programme at his own discretion and in view of the circumstances in such a way that the spirit of the programme is preserved.

Article 8 Guide's liability

Paragraph 8.1 The guide is never liable for the performances of third parties, even when the guide uses services of third parties pursuant to a guide agreement.

Paragraph 8.2 The guide is never liable for pure pecuniary loss, caused for example but not exclusively by delay.

Paragraph 8.3 The guide is not liable for any consequences whatsoever entailed by defective programmes, including as a minimum incomplete programmes and programmes with a time schedule that is too tight.

Paragraph 8.4 The guide is not liable for any consequences whatsoever entailed by any inconsistency between the programme and the tour details that were provided or communicated by the client to the participants.

Paragraph 8.5 The guide is not liable for any consequences whatsoever entailed by any instructions given by the group leader during or immediately prior to a tour for a change or changes in the programme.

Paragraph 8.6 Although the guide seeks to take account of the physical and mental state of the

participants during a tour, the guide is not liable for any consequences whatsoever caused by the state of one or more participants such that participation in that tour is not suitable for them.

Paragraph 8.7 Although the guide seeks to take the utmost care in the verbal information and recommendations that he gives to the participants, the guide is not liable for any consequences whatsoever entailed by the verbal information and recommendations provided by him.

Paragraph 8.8 Although the guide aims to speak audibly and comprehensively, the guide is not liable for any consequences whatsoever entailed by participants not hearing or understanding, or mishearing or misunderstanding, the verbal information and recommendations provided by the guide.

Paragraph 8.9 The guide is not liable for any consequences whatsoever entailed by force majeure as referred to in Book 6, Article 75 of the Dutch Civil Code or any circumstance or series of circumstances that the guide could not in all reasonableness influence or have influenced or that the guide was not aware of or could not be aware of when concluding the guide agreement, including at any rate acts of terror.

Paragraph 8.10 The guide is not liable for any consequences whatsoever entailed by theft, damage to possessions, wilful damage and/or physical injury by third parties and due to external contingencies, unless the fault for this can be said to lie with the guide.

Paragraph 8.11 The client (where the said client is not a natural person who is not acting in the capacity of their profession or their business) indemnifies the guide completely against any claim, however termed, that any participant and/or any third party may make against the guide, if and insofar as this claim may be related in the broadest sense to any guide service to be rendered or already rendered by the guide pursuant to any guide agreement with the client.

Paragraph 8.12 The indemnity referred to in the previous paragraph, 8.11, also applies if the guide agreement with the client has been terminated in full or in part for whatever reason.

Article 9 Risk and responsibility of the participants

Paragraph 9.1 The participants take part in the tour at their own risk.

Paragraph 9.2 The participants are deemed to be aware of the laws, rules and regulations of the countries and places to which the tour takes them.

Paragraph 9.3 The participants are deemed to be aware of any dangers and risks that are inherent to the places and means of transport specified in the programme.

Paragraph 9.4 The participants in a tour are deemed to be in a suitable physical and mental state for that tour.

Article 10 Guide fees and method of calculation

Paragraph 10.1 The guide's Additional Terms and Conditions may deviate from the following paragraphs of the present article.

Paragraph 10.2 A guide service of half a day is taken to mean a guide service for a maximum of four hours taking place either between 08:00 and 13:00 or between 13:30 and 19:00.

Paragraph 10.3 A guide service of one day is taken to mean a guide service for a maximum of nine hours, including one hour for a lunch break, taking place between 08:00 and 19:00.

Paragraph 10.4 Hours that fall outside the range for half a day or a full day count as additional hours, also termed 'overtime hours'.

Paragraph 10.5 The same rate applies to a guide service of up to two hours taking place between 19:00 and 23:00 as for a guide service of half a day.

Paragraph 10.6 The same rate applies to a guide service of more than two hours taking place between 19:00 and 23:00 as for a guide service of a full day.

Paragraph 10.7 If knowledge of a specialist field is required for guide services beyond the specialist knowledge normally expected of a guide, the client will be charged a surcharge.

Paragraph 10.8 If the guide conducts a tour that starts and/or ends outside the municipality of Amsterdam, the journey time will be added to the time that the tour itself takes and the guide will calculate his guide rate for this tour based on this overall time. The applicable journey time here is the time that is needed to travel from Amsterdam to the tour starting point, if this is outside Amsterdam, and from the tour end point, if this is outside Amsterdam, to Amsterdam.

Paragraph 10.9 If the guide conducts a tour that starts and/or ends outside the municipality of Amsterdam, the client must reimburse the guide for the applicable travel expenses. The applicable travel expenses here are the travel expenses from Amsterdam to the tour starting point, if this is outside Amsterdam, and from the tour end point, if this is outside Amsterdam, to Amsterdam.

Paragraph 10.10 Guides who live outside the municipality of Amsterdam may agree different compensation for journey times and travel expenses with the client.

Paragraph 10.11 The guide may charge the client for the costs of lunch and dinner.

Paragraph 10.12 The prices that the guide quotes to the client, including at any rate the fees that the guide charges for his guide services, are the prices exclusive of VAT (value added tax) unless expressly stated otherwise by the guide.

Paragraph 10.13 Changes to the VAT rate will always be passed on to the client.

Article 11 Cancellation and no-shows

Paragraph 11.1 The guide's Additional Terms and Conditions may deviate from the following paragraphs of the present article.

Paragraph 11.2 The client is entitled to cancel the guide agreement free of charge up to 7 days before the start of the tour.

Paragraph 11.3 If the client cancels a tour less than 8 days but more than 48 hours before the start of that tour, it must pay the guide 50% of the agreed guide fee for that tour.

Paragraph 11.4 If the client cancels a tour less than 48 hours before the start of that tour, it must pay the guide 100% of the agreed guide fee for that tour, plus compensation where applicable for travel expenses as referred to in Article 10, paragraphs 10.9 and 10.10.

Paragraph 11.5 If the participants in a tour are not at the agreed starting point at the agreed start time and do not arrive at that starting point either while the guide waits for them in accordance with the provisions in Article 5, paragraph 5.7, the client must pay the guide 100% of the agreed guide fee for that tour, plus compensation where applicable for travel expenses as referred to in Article 10, paragraphs 10.9 and 10.10.

Paragraph 11.6 If the client cancels a guide agreement in whole or in part, the guide must at all times be reimbursed by the client for amounts already owed by the guide to third parties at the time of the cancellation with regard to the said guide agreement, provided that the guide did not act unreasonably in entering into the obligations in question.

Paragraph 11.7 If the guide cancels a tour less than 8 days but more than 48 hours before the start of that tour without a valid reason and fails to arrange an appropriate replacement, he must pay the client 50% of the agreed guide fee for that tour.

Paragraph 11.8 If the guide cancels a tour less than 48 hours before the start of that tour without a valid reason and fails to arrange an appropriate replacement, he must pay the client the agreed guide fee for that tour.

Article 12 Applicable law and choice of designated court

Paragraph 12.1 Guide agreements are exclusively subject to Dutch law.

Paragraph 12.2 With due observance of the provisions in paragraph 12.3 of the present article, in the event of any disputes between the guide and the client, the competent court in the place of residence of the guide has exclusive jurisdiction unless another court has jurisdiction by virtue of mandatory statutory stipulations and notwithstanding the guide's authority to have the dispute settled by the court that would have jurisdiction in the absence of this condition.

Paragraph 12.3 Disputes, including complaints, for the settlement of which Guidor's Complaints Committee was established, will be settled in accordance with the relevant complaints procedure drawn up by the Complaints Committee, with the proviso that the client may, within one month of the guide evoking this condition in writing with respect to the client, opt for settlement of the dispute by the competent court with due observance of the provisions in paragraph 12.2 of the present article.

The complaints procedure is available on demand from the Guidor secretarial office.

Paragraph 12.4 All claims by the client become barred after one year has passed from the date on which they arose.

Paragraph 12.5 The invalidity of one or more conditions in the GGT&C does not alter the validity of all other conditions. Should any condition in the GGT&C turn out to be invalid for whatever reason, the parties will be deemed to have agreed a valid replacement condition that comes as close as possible to the invalid condition in meaning and scope.