
GENERAL TERMS AND CONDITIONS SEEMORE DUTCH

ARTICLE 1. DEFINITIONS

In these general terms and conditions, the following terms, always capitalised, are used in the following meaning.

1. Seemore Dutch: the user of these general terms and conditions, established at Kerkewijk 48-A, 3901EJ in Veenendaal, registered in the Trade Register of the Chamber of Commerce under number 72599332.
2. Consumer: any individual, not acting in the exercise of a profession or business, who has concluded or intends to conclude an Agreement with Seemore Dutch.
3. Parties: the Consumer and Seemore Dutch jointly.
4. Agreement: any agreement concluded between Parties whereby Seemore Dutch is committed towards the Consumer to the delivery of one or more Tickets, which on presentation entitle the Consumer access to an Event organised by an Organiser.
5. Ticket: any e-ticket delivered to the Consumer within the framework of the Agreement that gives access to the Event on presentation.
6. Event: the occasion to which the Ticket relates, such as a museum visit, tour, excursion, attraction, sports competition or other type of event.
7. Location: the location where the Event takes place.
8. Organiser: the party responsible and liable for organising and granting access to the Event.
9. Written: written communication, communication by e-mail or any other form of communication that can be equated with this in view of the state of the art and the prevailing opinions in society.

ARTICLE 2. GENERAL PROVISIONS

1. These general terms and conditions apply to all Tickets offered to the Consumer and all Agreements concluded. Before the Agreement is concluded, these General Terms and Conditions shall be made available to the Consumer in such a way that they can easily be stored on the Consumer's device.
2. Any (general) terms and conditions and house rules of the Organiser or proprietor of a location will also apply to the Agreement. These can be requested from the Organiser or location proprietor or will be made known at the Location. In the event of any conflict between the provisions of these general terms and conditions and the (general) terms and conditions or house rules of the Organiser or owner of the Location, the provisions of these general terms and conditions will prevail.
3. The provisions of these general terms and conditions may only be deviated from explicitly and in writing.
4. Invalidation or nullification of one or more of the provisions of these general terms and conditions or the Agreement as such, shall not affect the validity of the other provisions. In such a case, the Parties shall be obliged to enter into mutual consultations with a view to concluding a substitute arrangement with regard to the affected stipulation. In doing so, the purpose and purport of the original provision shall be taken into account as much as possible.
5. The provisions of these general terms and conditions may also be invoked by any intermediaries or other third parties involved by Seemore Dutch in the implementation of the Agreement.

ARTICLE 3. OFFER AND CONCLUSION OF THE AGREEMENT

1. Every offer of Tickets is without obligation and is made subject to sufficient availability of the Tickets. Seemore Dutch can revoke the offer immediately, or at least as soon as possible after acceptance thereof by the Consumer. In such a case of withdrawal, Seemore Dutch will refund the payment made by the Consumer as soon as possible.
2. Seemore Dutch is at all times entitled to change the prices of the Tickets offered. However, a price change does not affect Agreements already concluded.
3. The Consumer cannot derive any rights from an offer of Seemore Dutch that contains an obvious error or mistake, including, but not limited to, Ticket prices.
4. All Ticket prices are in euros, including VAT. Before the Agreement is concluded, the total price is stated, including VAT and service costs. The service costs apply per Ticket and include all costs to be able to create the Ticket and deliver it to the Consumer.
5. Without prejudice to the provisions of the previous paragraphs of this article, every Agreement is concluded at the moment that the Consumer has accepted the offer of Seemore Dutch and has fulfilled all the conditions explicitly stated in the offer, including payment of the price owed by the Consumer. Without prejudice to the provisions of the previous paragraphs, Seemore Dutch will subsequently confirm the Consumer's order by e-mail.

ARTICLE 4. | RIGHT OF DISSOLUTION FOR CONSUMERS

1. The law offers the Consumer the right to dissolve the Agreement without giving any reason until 14 days after the Agreement has been concluded. However, the Consumer does not have the right to dissolve the Agreement in case:
 - a) a date and time or period has been agreed on which or within which the Ticket is valid and there is no question of an open Ticket that is valid for an indefinite period of time;

- b) the ticket is an open Ticket that is redeemed within the cooling off period of 14 days, provided that the following is the case:
 - compliance commenced with the explicit prior consent of the Consumer; and
 - the Consumer has declared to waive their right of dissolution as soon as the Ticket has been redeemed.
2. The Consumer can dissolve the Agreement by sending an e-mail (info@seemoredutch.com) or by using the model cancellation form provided by Seemore Dutch, to submit a request to Seemore Dutch. As soon as possible after Seemore Dutch has been informed of the Consumer's intention to dissolve the Agreement and if the conditions of this article are met, Seemore Dutch will confirm the dissolution by e-mail.
3. Seemore Dutch will refund the payment already received from the Consumer as soon as possible, but at the latest within fourteen days after the dissolution of the Agreement.

ARTICLE 5. | PAYMENTS AND DELIVERY OF TICKETS

1. Payment of Tickets must be made by one of the payment methods indicated by Seemore Dutch. When concluding the Agreement, the Consumer is obliged to make full payment in advance. Seemore Dutch shall not be obliged to deliver Tickets ordered until after the Consumer has paid Seemore Dutch in full the amount due by virtue of the Agreement.
2. It is the responsibility of the Consumer to check that the correct Tickets and the correct number of Tickets have been ordered before placing the order. Seemore Dutch is never liable for any inaccuracies in this respect.
3. Ordered and paid Tickets will be delivered to the e-mail address provided by the Consumer. Seemore Dutch shall never be liable for damage caused by the Consumer providing an incorrect e-mail address.
4. Delivery of Tickets will take place in good time before the start of the Event. Without prejudice to the provisions of the previous sentence, any delivery times stated by Seemore Dutch are indicative at all times; exceeding these delivery times does not entitle the Consumer to compensation or the right to cancel the order on any legal grounds whatsoever.
5. The risk of loss of and damage to Tickets shall pass to the Consumer at the time they are delivered to the Consumer. SEEMORE Dutch is not liable for damage, loss or misuse of Tickets delivered. The delivery of duplicate Tickets is excluded, as well as reimbursement for such reasons.
6. The rights associated with the Tickets will only be transferred to the Consumer once full payment has been made.
7. Upon delivery of the Tickets, the Consumer must immediately check whether they comply with the Agreement. If the Consumer claims that a Ticket does not comply with the Agreement, they must inform Seemore Dutch immediately, or at least within three days after delivery, in writing, stating the reasons. In the event that the Tickets delivered do not comply with the Agreement, the Consumer shall demand the replacement of the Tickets in question. If replacement is not possible, the Consumer has the right to a refund of the price of the relevant Tickets, including the service costs.

CANCELLATION AND RELOCATION BY THE ORGANISER AND REBOOKING BY THE CONSUMER

1. The Organiser is entitled to cancel the Event or move it to another date. In that case, Seemore Dutch will make every effort to inform the Consumer as soon as possible but cannot always guarantee that the Consumer will be aware of this in good time. In the event of cancellation or relocation of the Event by the Promoter, the Consumer is entitled to a refund of the price of the relevant Tickets, including the service costs.. If in the event of a relocation, the Consumer wishes to make use of the Ticket at the time to which the Event has been moved, the Consumer's claim for reimbursement will lapse.
2. In the event of cancellation or relocation as referred to in the previous paragraph, Seemore Dutch shall never be liable for compensation for any damage or costs other than the price of the relevant Tickets and the service costs, such as travel costs and accommodation costs incurred by the Consumer or the Ticket holder.
3. If the Consumer wishes to rebook a Ticket, Seemore Dutch is never obliged to cooperate with such a request. If Seemore Dutch nevertheless cooperates in this, they are entitled to charge the Consumer reasonable administration costs, to be determined by Seemore Dutch.

ARTICLE 7. | FORCE MAJEURE

1. Seemore Dutch or the Organiser is not obliged to fulfil any obligation from the Agreement if and for as long as Seemore Dutch or the Organiser is hindered by a circumstance that is not prevented by law, a legal act or the views prevailing in society can be attributed.
2. If the force majeure situation makes compliance with the Agreement permanently impossible, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If Seemore Dutch or the Organiser has already partially fulfilled its obligations when the force majeure situation occurs, or can only partially fulfil its obligations, it is entitled, except insofar as it has no independent value, to charge the Consumer separately for the part or part of the Agreement that has already been carried out or that can be carried out.
4. Damage as a result of force majeure will never be eligible for compensation, without prejudice to the application of the previous paragraph.

ARTICLE 8. | LIABILITY AND INDEMNITY

1. With regard to the Tickets offered by the Organisers, Seemore Dutch will only act as an intermediary. Seemore Dutch is not responsible for the Event of Organisers, nor for the organisation and access to the Event in question and the way in which Organisers implement their Event.
2. If Tickets are not redeemed or are not redeemed on time, this is at the expense and risk of the Ticket holder.
3. Unless evidence to the contrary is provided, Seemore Dutch's administration serves as proof of the existence, content and implementation of the Agreement.
4. Seemore Dutch is not liable for any disadvantage suffered by the Ticket holder as a result of being denied access to the Event due to negligence. This also applies to the removal of the Ticket holder from the Location.
5. The Ticket holder visits the Event at their own risk. Seemore Dutch is never liable for any damage caused during, before or after the visit to the Event.
6. During the Event, the visitor to the Event must behave as may be expected of a decent visitor and must comply with any instructions given to him by or on behalf of the Organiser or holder of the Location, or the competent authorities. During the Event, the Ticket holder must also conform to any changes in relation to the Event that may occur at that time. Seemore Dutch is not responsible for providing such further information.
7. Any liability on the part of Seemore Dutch shall at all times be limited to a maximum of the invoice value of the Agreement, or at least to that part of the Agreement to which the liability of Seemore Dutch relates.
8. The Consumer indemnifies Seemore Dutch against any claims by third parties who suffer damage in connection with the implementation of the Agreement and the cause of which can be attributed to parties other than Seemore Dutch.

ARTICLE 9. COMPLAINTS

1. Complaints about Seemore Dutch should be submitted to Seemore Dutch in writing and substantiated.
2. Complaints about Seemore Dutch will be processed as soon as possible after receipt. If the content of the complaint cannot be answered within seven days after receipt of the complaint, the Consumer will receive a confirmation of receipt of the complaint within that period, accompanied by a statement within which period the Consumer will receive a substantive response.
3. If a complaint about Seemore Dutch cannot be resolved by mutual agreement, the Consumer can submit the dispute to the Disputes Committee via the ODR platform. (ec.europa.eu/consumers/odr/).

ARTICLE 10. FINAL PROVISIONS

1. Dutch law is exclusively applicable to each Agreement and all legal relationships arising between the Parties.
2. Unless the law, under the given circumstances, compulsorily deviates from the case, only the competent court in the district where Seemore Dutch has its registered office will be appointed to take cognisance of any legal disputes between the Parties.
3. The Dutch version of these general terms and conditions is always decisive for the interpretation of the clauses contained therein.