

TGH Wholesale / Redereij Lovers

Terms and conditions

General Terms and Conditions

1. Definitions

1.1 In these General Terms and Conditions, the following terms (both singular and plural) have the following meanings:

- 'General Terms and Conditions', the General Terms and Conditions of Lovers Canal Cruises;
- 'Event', the public or private event at which – by way of example, but not exclusively – an activity of a tourist nature takes place, including – but not limited to – an excursion, a museum visit, a concert or a sports event;
- 'Location', the place at which the event is held;
- 'Organiser', the party responsible for the production and/or organisation of the event;
- 'Agreement', the agreement between Lovers Canal Cruises and the consumer for the sale and delivery of tickets;
- 'Ticket', proof of access to an event;

2. Applicability

2.1 The General Terms and Conditions below and the booking and ordering conditions of Lovers Canal Cruises apply to all offers, orders and agreements of Lovers Canal Cruises.

2.2 In addition, the General Terms and Conditions of the organiser and the General Terms and Conditions of the party responsible for the locations will also apply to the agreement. In the event of any conflict between the provisions in the agreement or in these General Terms and Conditions and the aforementioned terms and conditions, the provisions in the agreement or in these General Terms and Conditions will prevail. Copies of the General Terms and Conditions of the parties responsible for the Locations or of the organiser are available on request from the parties responsible for the locations in question or from the organiser.

2.3 By accepting an offer or making an order, the consumer expressly accepts the applicability of these General Terms and Conditions.

2.4 Deviations from that stipulated in these Terms and Conditions are only possible in writing, in which case the other provisions will remain undiminished in force.

2.5. All rights and entitlements stipulated for Lovers Canal Cruises in these General Terms and Conditions and any further agreements will also apply for intermediaries and other third parties deployed by Lovers Canal Cruises.

3. Prices/offers

3.1 All offers made by Lovers Canal Cruises are without obligation and Lovers Canal Cruises expressly reserves the right to change the prices, in particular if this is necessary as a result of statutory or other regulations.

3.2 All prices are indicated in euros, including VAT.

3.3 In certain cases, promotional prices apply. These prices are valid during a specific period as long as stocks last. No entitlement to these prices may be invoked before or after the specific period.

3.4 Lovers Canal Cruises cannot be held to any price indications that are clearly incorrect, for example as a result of obvious typesetting or printing errors. No rights may be derived from incorrect price information.

3.5 For each ticket, a fixed amount will be charged for service costs, which may vary according to the event. The service costs include transaction costs, consultation costs and shipping costs.

4. Cancellations and returns

4.1 An organiser is entitled to cancel or change the date of an event. Should this happen, Lovers Canal Cruises will attempt to provide a suitable solution. If an event is cancelled or postponed, Lovers Canal Cruises will do its utmost to inform you as soon as possible. However, Lovers Canal Cruises cannot guarantee it is possible to inform you timely of any change or cancellation of an event or be held responsible for refunds, compensations or for any resulting costs you may incur, for example for travel, accommodation and/or any other related goods or service.

4.2 Before confirming your booking, always check carefully that you have booked the correct (number of) tickets. Tickets for a product with a specific date and time ('time slotted tickets') are not refundable. Wrongfully ordered (numbers of) open tickets (no specific date and time is ordered) are refundable within fourteen days of purchase. In order to ask a refund of an open ticket you have to send an email to info@lovers.nl.

4.3 Lovers Canal Cruises shall not be liable for damage, misuse or loss of tickets. No duplicate tickets will be issued to replace tickets that have been misused, mistreated, lost or stolen and nor will such tickets be refunded.

4.4 Lovers Canal Cruises shall not be liable for delays, non-delivery or incorrect delivery of tickets, if such delay, non-delivery or incorrect delivery cannot be attributed to Lovers Canal Cruises.

4.5 Not using one or more pre-purchased tickets is for your own account and risk; this is also the case if the admission ticket is only valid for a certain time and/or date.

5. Payments

Lovers Canal Cruises accepts a number of different payment methods. Payments in euros are processed via iDEAL or by credit card. You will not receive confirmation of your definitive booking until your payment has been approved.

6. Delivery

6.1 Depending on the method of sending, tickets will be delivered to the address included in Lovers Canal Cruises' address database.

6.2 The delivery times specified by Lovers Canal Cruises are for indication purposes only. Failure to meet any delivery deadline will not entitle you to damage compensation, nor will it entitle you to cancel the order or dissolve the agreement, unless such failure to meet the delivery deadline is so severe that it cannot reasonably be demanded of you to abide by the agreement. In that case, you will be entitled to cancel the order or dissolve the agreement insofar as this is necessary.

7. Retention of title

7.1 The ownership of the tickets delivered will only transfer to you if you have met all your obligations to Lovers Canal Cruises pursuant to any agreement whatsoever. The risk relating to the tickets will be transferred to you at the time of delivery.

8. Complaints and liability

8.1 You are obliged to check on delivery to ensure that the tickets are in line with the agreement. If this is not the case, you must inform Lovers Canal Cruises in writing and with reasons as soon as possible and at all events within three (3) days of delivery, providing that it was reasonably possible to ascertain this fact.

8.2 If it has been demonstrated that the tickets are not in line with the agreement, Lovers Canal Cruises may choose to replace the tickets in question with new tickets in exchange for their return

or to refund the amount paid.

8.3 Unresolved complaints by consumers about digitally purchased products on [Lovers.nl](https://www.lovers.nl) can be resolved through the [Online Dispute Resolution](#).

9. Electronic communication and evidence

9.1 Lovers Canal Cruises is not liable for any misunderstandings, distortions, delays or incorrect transmission of data and messages as a result of the use of the internet or any other communication resource in the traffic between the customer and Lovers Canal Cruises (or the parties deployed by the customer).

9.2 The records of Lovers Canal Cruises will serve as full evidence of the existence, the content and the implementation of the agreement with the customer in any legal procedure, subject to counter-evidence provided by the party that invokes the fact that the evidence is unreliable.

10. Force majeure

10.1 Without prejudice to the other rights to which it may be entitled, in the event of force majeure, and Lovers Canal Cruises is entitled, at its own choice, to suspend implementation of your order or to dissolve the agreement without legal intervention, by informing you of this in writing and without Lovers Canal Cruises being held liable to any damage compensation unless in the prevailing circumstances this would be unacceptable in accordance with all reasonableness and fairness.

10.2 Force majeure is deemed to mean any shortcoming which cannot be attributed to Lovers Canal Cruises because it cannot be blamed on it nor deemed to be its responsibility in accordance with the law, legal action or generally accepted views.

11. Special provisions, liability

11.1. The purchaser of a ticket supplied by Lovers Canal Cruises must behave as a good and orderly visitor of events and must abide by the instructions issued to him or her by or on behalf of the organiser of the event to be visited as well as by the competent authorities.

11.2 Lovers Canal Cruises will not be liable for any refusal by the organiser of an event or by the public authorities to admit the purchaser of a ticket supplied by Lovers Canal Cruises to an event as a result of actions and/or negligence on the part of the purchaser.

11.3 The purchaser of a ticket attends an event at his or her own risk. Lovers Canal Cruises will not be liable for any damage incurred by the purchaser during the journey to from the event or while attending the event.

11.4 The purchaser of a ticket supplied by Lovers Canal Cruises must inform him or herself of the instructions issued by or on behalf of the organiser of the event or the competent authorities relating to it, including any changes concerning the event, such as starting time, etc. Lovers Canal Cruises has no obligation to provide the purchaser of a ticket with further information in this regard.

12. Other provisions

12.1 If one or more of the provisions in these Terms and Conditions or any other agreement with Lovers Canal Cruises are in conflict with any applicable legal regulation, the provision in question will lapse and be replaced by a new comparable stipulation admissible by law to be determined by Lovers Canal Cruises.

12.2 The law of the Netherlands applies to all agreements entered into with or concluded by Lovers Canal Cruises. Any disputes arising directly or indirectly from these agreements will be exclusively settled by the Court of Amsterdam.

13. Lovers Canal Cruises and Tourism Group Holding B.V. Lijnden

Lovers Canal Cruises is part of Tourism Group Holding B.V. Lijnden.

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[Tours & Tickets](#)

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