

Terms and Conditions E-road books



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Article 1 – Definitions

The following definitions apply to these terms and conditions:

1. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
2. **Day:** calendar day;
3. **Digital content:** data produced and delivered in digital form;
4. **Right of withdrawal:** the consumer's right to waive the agreement;
5. **Entrepreneur:** Josette Prinsen, dba Tourguide Canada, who offers (access to) digital content and / or distance services to consumers;
6. **Distance agreement:** an agreement concluded between entrepreneur and consumer within the context of an organized system for distance selling of (access to) digital content and / or services, whereby up to, and including the conclusion of the agreement, solely or partly one or more techniques for distance communication are used;
7. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to come together in the same room at the same time.

Article 2 - Entrepreneur's identity

Name: J.G.M. Prinsen dba Tourguide Canada
Address: Karpaten 43, 5706 PE, Helmond, The Netherlands
Telephone number: + 31611196207
Hours: Mon-Tue-Wed-Fri 18:00-22:00 CET; Thu and Sat 9:00-17:00 CET
Email address: send a message via the [contact form](#)
CoC / KvK number: 67595847
VAT number: NL141899219B01

Article 3 - Applicability

1. These terms and conditions apply to every offer made by the entrepreneur and to every distance agreement concluded between entrepreneur and consumer.
2. These terms and conditions are incorporated in full at www.tour-guide-canada.com.
3. These terms and conditions are made available to the consumer upon purchase and have to be accepted beforehand.
4. Upon request of the consumer these general terms and conditions are sent free of charge via email.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered digital content. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If entrepreneur uses images, these are a true reflection of the offered digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer or advertiser which rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is concluded at the moment of acceptance of the offer through payment by consumer, and the fulfillment of the conditions set thereby.
2. Immediately upon the consumer's electronically acceptance of the offer, the entrepreneur will instantly confirm the payment.
3. Electronic transfer of data takes place within a secure SSL web environment.
4. Upon confirmation of receipt of the payment of standard road books, the consumer is sent the following information in writing:
 - a) entrepreneur's establishment address;
 - b) information regarding warranty and existing service after purchase;
 - c) a clear remark regarding the exclusion of the right of withdrawal
 - d) price including all applicable taxes of the digital content; insofar as applicable, the method of payment, delivery or execution of the distance agreement;

Article 6 - Right of withdrawal

The download link of the digital road book is made available to the consumer immediately upon full payment of the road book. As consumer can not return this link, termination of the agreement is NOT possible. An appeal to the right of withdrawal is therefore explicitly excluded when purchasing a road book.

Article 7 - The price

1. During the period mentioned in the offer, prices of the offered digital content will not be increased.
2. The prices mentioned exclude VAT.

Article 8 - Compliance Agreement and guarantee

The entrepreneur is in favour of, and thus guarantees, that the digital content complies with the

- specifications stated in the offer,
- reasonable requirements of reliability and usability, and
- existing, legal provisions and/or Government regulations per date of purchase

Article 9 - Complaints procedure

1. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer or advertiser has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

3. The consumer must -in any event-give the entrepreneur at least 4 weeks time to resolve the complaint by mutual consultation. After this period, a dispute arises which is susceptible to the dispute resolution.

Article 10 - Disputes

Contracts between entrepreneur and consumer to which these general terms and conditions apply, or disputes ensuing from these agreements, are exclusively governed by Dutch law.

Article 11 - Additional or deviating provisions

Additional provisions, or provisions different from these terms and conditions, will not disadvantage the consumer and will be recorded in writing by email.