

## **Article 1: General, applicability of terms and conditions**

1.1 These general conditions apply to all agreements that are/are entered into with CityTravel Group B.V. Visitfootball.com is a trade name of CityTravel Group B.V.

## **Article 2: Offers**

2.1 All offers and quotations from Visitfootball.com, in whatever form, are entirely without obligation unless they contain a deadline for acceptance.

2.2 The customer guarantees the accuracy and completeness of the requirements, specifications, and other data specified to Visitfootball.com by or on behalf of him on which Visitfootball.com bases its offer.

2.3 In the event of an obvious mistake or slip of the pen, Visitfootball.com is not bound by the offer. Likewise, Visitfootball.com is not bound to the offer if the product or service to which the offer or quotation relates is no longer available in the meantime.

2.4 A compound quotation does not oblige Visitfootball.com to carry out part of the order at a corresponding part of the specified price.

## **Article 3: Agreement**

3.1 The agreement is concluded by the traveller's acceptance of the offer made by Visitfootball.com. The acceptance by the traveller usually takes place electronically (via the booking module on the website or via email) but can also take place in writing or by telephone.

3.2 When accepting the offer, please ensure that you provide Visitfootball.com with your details completely and correctly. Visitfootball.com assumes that the information is correct! If a booking has to be changed afterwards due to incorrect or incomplete data, all costs involved will be for your account.

3.3 After the conclusion of the agreement, you will receive a confirmation of the agreement in writing or electronically (by email). You are obliged to carefully check this confirmation for any errors immediately upon receipt. These include travel dates, match time and date and personal data. If the details in the confirmation are not correct, you should contact Visitfootball.com via email by return but at the latest within 24 hours. Changes to the flight or the names often lead to additional costs even when changed within 24 hours. Visitfootball.com is not liable for damages or costs if it appears afterwards that the information is not correct. Costs associated with an adjustment of a booking due to incorrect or incomplete data are at your expense.

3.4 Visitfootball.com enters into the agreement under the reservation that it can actually reserve the booked parts without any price increase of one or more parts not yet implemented on the website. In this context Visitfootball.com reserves the right to cancel the agreement within 48 hours (or at least 1 working day) of receiving the agreed travel sum, in which case Visitfootball.com shall refund the travel sum paid within 5 working days of payment.

3.5 Changes in transport or other costs or charges which occur after booking (VAT, airport or tourist taxes and fuel surcharges) will never be charged to the client by Visitfootball.com. The travel sum for which you have booked your trip can therefore never fluctuate for these reasons after the booking has been made.

3.6 Obvious (or information of which it is clear to the average traveller that it is an error or a mistake) errors and mistakes in the information provided by or on behalf of Visitfootball.com and its suppliers (whether or not via the website) or in the agreement shall not bind Visitfootball.com. Visitfootball.com accepts no liability for this. Visitfootball.com also reserves the right to revoke itself on apparent errors in offers.

3.7 There can therefore be a travel agreement if the applicable conditions are met. There can therefore also be a general agreement for the purchase of single tickets. In case of individual tickets, no travel agreement is concluded.

3.8 VisitFootball.com offers and sells tickets under its own name. In the sale of (reservations for) individual tickets, the agreement is concluded directly between VisitFootball.com and the customer.

3.9 The natural person or legal entity, who enters into a travel agreement on behalf of or for the benefit of a third party, is severally liable for all obligations resulting from this travel agreement.

3.10 Visitfootball.com bears no responsibility for photographs, leaflets and other information material, which or that have been issued by third parties.

## **Article 4: Implementation of the trip**

4.1 Visitfootball.com is entitled to engage third parties for the execution of the travel agreements.

4.2 The Client(s) is (are) obliged to comply with all instructions of Visitfootball.com and/or its representative to promote a proper execution of the trip and is (are) liable for damage caused by his (their) unlawful behaviour, to be judged by the standard of behaviour of a proper Client.

4.3 The Client, who causes or may cause such nuisance or inconvenience, that a good execution of a trip is or may be (strongly) hampered, may be excluded by Visitfootball.com from (continuation of) the trip, if Visitfootball.com cannot reasonably be required to fulfil the travel agreement. All costs resulting from the hindrance and exclusion of the Client shall be borne by the Client, if and insofar as the consequences of hindrance or inconvenience can be attributed to him.

4.4 The client is obliged to communicate any negligence in the execution of the travel agreement, which is observed by him on site, as soon as possible in writing or in other appropriate form to the service provider concerned and/or to Visitfootball.com or its representative on site.

4.5 If the Client has not complied with one or more of the aforementioned obligations, or has not complied with it on time or in full, Visitfootball.com shall be entitled to charge the Client for any additional costs incurred in the execution of the trip as a result of the Client's failure to comply with his obligations.

## **Article 5: Amendments**

5.1 Visitfootball.com will always ensure an appropriate travel schedule within which a visit of the match is reasonably possible. Visitfootball.com will therefore ensure that travel arrangements are tailored to the match. However, it is your own responsibility to actually arrive at the match on time. To avoid additional costs in the event of a match being changed outside the flight schedule, Visitfootball.com recommends that you take out the premium service package during booking.

5.2a If you are unable to participate in the trip and/or attend the booked event/match due to a cause not attributable to yourself, for example due to a flight delay/cancellation, cancellation/relocation of the match, or due to a change in match times of which you could not have been aware in time, Visitfootball.com will help and assist you as much as possible in finding a solution. N.B. This refers to situations where the first day of travel has already started.

5.2b In the event that a match falls outside the flight schedule due to match rescheduling, the customer can contact Visitfootball.com. The conditions that apply depend on the service package chosen by the customer. Their conditions can be found on our website.

5.3 Visitfootball.com is authorised to change the agreement on a substantial point due to weighty circumstances communicated to you immediately. Visitfootball.com shall also be entitled to change the agreement due to important circumstances communicated to you immediately, even if you would suffer a minor disadvantage as a result. This includes, but is not limited to, minor adjustments to flight times.

5.4 If a match is postponed or cancelled, the conditions of your chosen service package will apply. If required, we may also issue refunds in the case of single tickets, however, the refund you receive in this case will be the original ticket price set by the event organiser and not the sum paid by you.

5.5 If a match is abandoned during play, no right to a refund exists. If the remainder of the match is played with spectators, you retain the right to attend it on the new date and time.

5.6 If a match is relocated to another stadium, cancellation is not possible if the new stadium is reasonably accessible from the original stadium. If the new stadium is not reasonably accessible, the conditions for match relocation of the selected service package apply. If, as a result of this relocation, tickets can no longer be guaranteed by Visitfootball.com, the customer will be refunded the amount paid for the match tickets.

## **Article 6: Substitution**

6.1 If you are unable to participate in the trip, another person may be substituted in your place under the conditions set out in paragraph 2.

6.2 The conditions for substitution are: a) the other person complies with all the conditions attached to the trip/competition, b) the request is submitted no later than 7 days before departure or so timely that the necessary actions and formalities for substitution can still be carried out, c) the conditions of Visitfootball.com's supplier(s) do not oppose the substitution and d) any costs associated with the substitution must be paid in time and in full by you/the other person.

## **Article 7: Cancellation by the client**

7.1 If you cancel the trip, you will continue to owe the trip price to Visitfootball.com. However, if it is possible for Visitfootball.com to cancel the booked components with its suppliers without Visitfootball.com remaining liable for the price or having to incur costs, Visitfootball.com will refund 75% of the total travel sum. It is also possible in this case to have 100% of the travel sum refunded in the form of a credit with Visitfootball.com. From one week before departure, the cancellation fee is always 100%. We ask you to communicate a cancellation in writing (by email). We will respond within one working day with a cancellation confirmation and the cancellation fee. Of course, it is also possible to receive a statement of the cancellation fee first.

7.2 The date of receipt by Visitfootball.com of the written cancellation is regarded as the cancellation date.

7.3 Visitfootball.com's working days and office hours are Monday to Friday from 09.00 to 17.00. Email or other messages received at Visitfootball.com during the time Visitfootball.com's office is closed shall be deemed to have been received on the next working day thereafter.

## **Article 8: Cancellation by Visitfootball.com**

8.1 If the travel agreement has been concluded within 6 weeks before the date of departure and the client has not paid the full travel sum on the day of departure, Visitfootball.com has the right to cancel the trip with immediate effect. This without prejudice to Visitfootball.com's right to the full payment of the travel sum by the client.

8.2 Visitfootball.com may further cancel the travel agreement for important reasons or circumstances and only with immediate effect.

8.3 Visitfootball.com has in particular the right to cancel the agreement with immediate effect up to 5 working days before the day of departure, if the number of principals who have registered for a particular trip is less than the required minimum number of principals for said trip. Visitfootball.com will then refund to the client the amount already paid as soon as possible. The Client shall not be entitled to any compensation.

8.4 Due to fluctuating availability of match tickets, Visitfootball.com has the right to cancel a booked package up to 3 weeks prior to departure. The other party can then choose between a full refund or a switch to another match with a possible additional payment or refund. Visitfootball.com is not responsible for external costs incurred in relation to the package.

## **Article 9: Exclusion of right of withdrawal**

9.1 The travel contract referred to in Article 7:500 of the Civil Code is excluded from the right of withdrawal. Consequently, the customer cannot use its right of withdrawal.

9.2 Likewise, the client's right of withdrawal is excluded on the leisure agreement. This therefore relates to individual tickets. The cooling-off period of 14 days during which the agreement can be dissolved without giving reasons therefore does not apply. Single tickets cannot be returned. The provisions of article 6:230p sub e of the Civil Code apply to loose tickets.

## **Article 10: Travel sum**

10.1 The published travel sum applies per client, unless expressly stated otherwise in the relevant publication.

10.2 Price quotations of the travel sum are always made on the basis of the prices valid on the date of the formation of the agreement. Price quotations of the travel sum are also based on the fact that Visitfootball.com can execute the travel agreement without any stagnation.

10.3 If one or more cost price factors, such as wages, social and governmental costs, tolls, exchange rates, fuel surcharges, insurance premiums and import and export duties, undergoes an increase after the conclusion of the agreement, even if this increase was foreseeable, Visitfootball.com shall be entitled to pass this increase on to the Client.

10.4 Price quotations of the travel sum are always stated inclusive of any B(elasting) T(ole) W(eath) payable, but exclusive of any other levy.

10.5 All our quoted prices include service, shipping and handling charges. Service, shipping and handling costs include all costs incurred to transform the customer's request into a unique football experience. The price stated on the ticket in some cases may therefore differ from the price you have paid to us.

## **Article 11: Payment**

11.1 After the formation of the travel agreement, the client shall pay to Visitfootball.com the amount charged by or on behalf of Visitfootball.com within the term of payment specified on the invoice/confirmation, whereby the value date of the credit to Visitfootball.com is or shall be a decisive factor.



11.2 The client who has not timely fulfilled a financial obligation towards Visitfootball.com shall owe interest on the principal sum of 1% for each month or part of a month of delay. Furthermore, the client shall be obliged to pay to Visitfootball.com the extrajudicial collection costs associated with the collection of the debts of Visitfootball.com, without prejudice to Visitfootball.com's right to be allowed to charge further reasonable costs pursuant to article 6:96 paragraph 2 sub c of the Civil Code. The Client shall be obliged to pay the extrajudicial collection costs related to the collection of the claims of Visitfootball.com. The extrajudicial costs to be paid by the Client shall then be determined on the basis of the graduated scale as included in the Besluit vergoeding voor buitengerechtelijke incassokosten.

11.3 Non-timely payment by the Client may result in Visitfootball.com being unable to guarantee an agreement with immediate effect.

11.4 In the event of non-timely payment, Visitfootball.com may terminate the agreement with immediate effect without Visitfootball.com being obliged to pay any financial compensation.

11.5 By payment of (a part of) the amount due, as stated on the invoice/confirmation, the client agrees - apart from other provisions - without any exception to the provisions stated in these general conditions.

## **Article 12: Travel documents and travel documents**

12.1 No later than 5 days before departure, Visitfootball.com will provide you with the necessary travel documents, including (if applicable) your hotel reservation and flight details/tickets. The football tickets are usually available at the hotel, will be sent by post or will be sent via e-mail together with the other travel documents to the e-mail address chosen by you. These are always tickets for the home box of the destination club unless otherwise stated. Please bear this in mind. It is not allowed to wear club clothes of the opposing team during the match. If the travel documents are not in your possession at least 3 days before departure, you should contact Visitfootball.com immediately.

12.2 You are obliged to carefully check the travel documents provided by Visitfootball.com immediately upon receipt for any errors. If the travel documents are incorrect, you should contact Visitfootball.com by return. Visitfootball.com is not liable for any damage or costs if it appears afterwards that the travel documents are not correct. Costs associated with an adjustment of the travel documents due to incorrect or incomplete information will be at your expense.

12.3 Match tickets are always for the home box, unless otherwise booked in advance. It is not permitted to wear club colours of the away side during the match.

12.4 Visitfootball.com uses digital season/membercards for many matches, but in some instances these will be delivered physically. These season/member cards should be returned by the customer to the hotel reception after the match or returned to Visitfootball.com. Upon delivery of the digital/physical match tickets, the customer always receives an instruction enclosed with what the customer should do with the match tickets before and after the match. The Client is liable for any costs and damage which Visitfootball.com has to incur or suffers if the Client does not comply with these instructions.

12.5 Visitfootball.com guarantees when booking an even number of people that no one will sit alone, unless otherwise stated. You may be placed in pairs of 2. When booking an odd number of people, we do not guarantee for every match that no one will sit alone. It is the customer's responsibility to check with Visitfootball.com before payment what the seating allocation is for the specific match.

12.6 Visitfootball.com reserves the right to 'upgrade' match tickets free of charge to a better category, with Category 1 being better than Category 2, which is better than Category 3. Ranking of categories is visible during the booking process. In case tickets in the chosen category or a better category cannot be delivered Visitfootball.com reserves the right to deliver match tickets in a lesser category and refund the price difference to the client.

12.7 You are responsible for holding the correct and valid border and travel documents such as a valid passport/identity card, visa and any health documents. You will need to obtain information about these from the designated authorities. Visitfootball.com is not liable for damages or costs if you do not have correct and valid border and travel documents.

12.8 Visitfootball.com strongly recommends that you take out travel and cancellation insurance. Please ask us about appropriate travel or cancellation insurance for your package.

## **Article 13: Playing dates and times**

13.1 A match round refers to a set of games played within a specific period. Two types of match rounds are distinguished: (a) Weekend match rounds: a match round that takes place on Saturday and Sunday, and (b) Midweek match rounds: a match round that takes place on Tuesday, Wednesday, and Thursday.

13.2 As a customer, you should check whether the match indeed starts within the match round on the date and time as indicated by Visitfootball.com. Inaccuracies in information provided or mentioned should be reported by the consumer to Visitfootball.com without delay.



13.3 Visitfootball.com cannot be held to the date given as an indication for the match round, it is only an indication of the date and can therefore be changed. A client who enters into a travel agreement or buys a single ticket via Visitfootball.com cannot cancel the agreement on the grounds of changing playing date and/or reception time. The conditions applicable in this case depend on your chosen service package.

## **Article 14: Force majeure**

14.1 Visitfootball.com shall not imputably fail in its obligations under the travel agreement, if the non, untimely or inadequate execution of the travel agreement is due to force majeure.

14.2 Force majeure shall mean any circumstance beyond the control of Visitfootball.com which is of such a nature that compliance with the agreement cannot reasonably be required of Visitfootball.com (so-called non-attributable failure to perform). Force majeure shall also include: illness of staff, strikes, defective machinery, lack of raw materials, epidemics, computer viruses, operational breakdowns, storms, fire, water damage, war (danger), riots, import and export impediments, road blocks, toll increases as well as all impediments caused by government measures and all impediments or negligence, (partly) caused by incomplete, untimely or inadequate compliance with the obligations towards Visitfootball.com by the third parties engaged by it, on whom Visitfootball.com depends in its business operations, including the delivery and/or delivery of admission tickets, travel documents and the like, regardless of the reason or cause thereof.

14.3 If Visitfootball.com has already partially met its obligations when the force majeure occurs, or can only partially meet its obligations, Visitfootball.com shall be entitled to invoice the part already delivered or the deliverable part separately and the Client shall be obliged to pay this invoice as if it were a separate agreement. However, this does not apply if the part has already been delivered or the deliverable part has no independent value.

## **Article 15: Liability**

15.1 Should Visitfootball.com be liable, then this liability shall be limited to what is regulated in this provision.

15.2 Visitfootball.com is not liable for damage as a result of the improper execution of the travel agreement if and insofar as the shortcomings in the execution can be attributed to one or more Client(s) or one or more co-Clients.

15.3 Visitfootball.com is not liable for damage resulting from the lack of full coverage on the travel and/or cancellation insurance of the Principal.

15.4 The liability of Visitfootball.com towards its client and third parties for damages resulting from or related to the execution of the agreement shall always be limited to the amount to which the liability insurance gives claim in the relevant case, increased by the amount of the excess of the relevant policy. In the event - for whatever reason - no payment should be made under the liability insurance referred to in article 15.4, Visitfootball.com's liability for direct damages shall be limited to an amount of EURO 450.00 per event or (a series of) events which are apparently or appear to be related to each other in such a way that they should be considered as one event.

15.5 Visitfootball.com shall never be obliged to pay any damages to the Client and to others, unless there is intent or gross negligence on the part of Visitfootball.com.

15.6 The exclusions and/or limitations of Visitfootball.com's liability included in this article also apply for the benefit of employees of Visitfootball.com, the booking office and service providers involved, as well as their staff, unless treaty or law excludes this.

15.7 If the Client is otherwise entitled to compensation in the event of damage, the Client shall in that case recover the damage suffered from that insurance company, institution or otherwise and Visitfootball.com shall be indemnified against claims in this respect. The Client shall also indemnify Visitfootball.com for all costs and damage that may arise for Visitfootball.com from possible legal claims of third parties, such to the extent that the law does not prevent the relevant damage and costs from being for the account of the Client.

15.8 If the Client has not paid the calculated travel sum or part thereof to Visitfootball.com in full and/or in a timely manner, the Client may - in case of damage or culpable inconvenience - not assert any right to (damage) compensation.

15.9 The failure or reduction of facilities, which Visitfootball.com cannot influence, may not and cannot be blamed on Visitfootball.com and no compensation can therefore be given.

15.10 If, for whatever reason and in whatever manner, the Client causes or takes risks, or at least causes situations, or at least cooperates in these, or at least does not prevent them, which cause or may cause damage, Visitfootball.com may with immediate effect exclude further participation in the trip or the event. In this case, no liability towards Visitfootball.com shall arise.

15.11 Visitfootball.com shall not be liable for possible damage due to misconduct such as, but not limited to, aggression and drunkenness, caused by the other party. If you are refused or removed from the plane, hotel or stadium as a result of misconduct or not following the instructions of the staff, stewards or crew, this shall be at the Other Party's own expense. Visitfootball.com shall not issue a refund to the other party in these cases.

15.12 If the Client has purchased a single ticket for a match via Visitfootball.com and circumstances occur which prevent the Client from getting into the stadium, Visitfootball.com shall not be liable for any damage resulting from this. These possible damages may include the flight to the stadium venue and hotel accommodation.

## **Article 16: Inadequacies or complaints**

16.1 Visitfootball.com makes every effort to ensure that your trip runs smoothly. Nevertheless, problems may arise. If at any time you unexpectedly have a complaint or a problem arises, you should report this immediately to Visitfootball.com's designated emergency number and confirm this report in writing (by email or post) to Visitfootball.com. This notification should enable Visitfootball.com to remedy the problem, if possible on the spot and immediately.

16.2 Complaints not reported during the trip or not immediately (demonstrably) in accordance with article 16.1 will not be dealt with upon return. If your, timely reported, complaint is not satisfactorily resolved during the trip, you must submit it to Visitfootball.com by e-mail (info@Visitfootball.com) or in writing within 60 days of your return, failing which the complaint will no longer be considered and your rights, if any, will lapse. If you have timely submitted your complaint, Visitfootball.com will respond to the complaint by email or letter within a maximum of 10 working days.

16.3 Since Visitfootball.com often depends or will depend on third parties, the Client will have to accommodate and adapt in certain situations.

16.4 The Client will have to take into account that in other countries standards and customs are used which are strange or (less) known to the Dutch.

## **Article 17: Gift cards**

17.1 These terms and conditions apply to all gift cards issued and sold by Visitfootball.com, regardless of their form (such as electronic, paper gift cards, or physical gift cards) (hereinafter collectively referred to as "Gift Cards").

17.2 Each Gift Card is provided with a unique code, which may consist of a numerical and/or textual code. Each Gift Card is issued only once. You are responsible for storing the Gift Card (including the code) safely. In the event of theft (including unauthorized use of the code by third parties), no compensation will be provided. Only original Gift Cards and codes may be used and must be provided to Visitfootball.com upon request. Visitfootball.com reserves the right to accept a Gift Card only after receiving the original version (in the case of an electronic Gift Card, the email sent to you by Visitfootball.com containing the code), and to demand payment in cash in the event of misuse.

17.3 To redeem a Gift Card, you must enter the unique code during the checkout process under the "Discount Code" section.

17.4 The nature, value, duration, expiration date, and/or any other applicable specific terms of use can be found on the Gift Card(s) and/or in the accompanying communication (email) in which the code is provided. Each Gift Card is valid for a limited period. After the expiration date, the Gift Card can no longer be used.

17.5 Gift Cards issued by Visitfootball.com can only be redeemed for purchases made via [www.visitfootball.com](http://www.visitfootball.com).

17.6 The right of withdrawal does not apply to Gift Cards. Gift Cards cannot be returned.

17.7 Gift Cards or any remaining balance on them cannot be exchanged for cash. Any remaining balance can be used for future purchases. This balance can be requested via Visitfootball.com's communication channels (email, phone, etc.). The remaining balance is non-transferable and may only be used by the same individual who first used the Gift Card, and only within the original validity period.

17.8 If the total amount of the order exceeds the value of the Gift Card(s) used, the difference must be paid using one of the payment methods accepted by Visitfootball.com.

17.9 If Visitfootball.com proceeds with a (partial) refund of the invoice amount, and payment was made using both Gift Card(s) and a digital payment method, the refund will first be made by increasing the Gift Card balance up to its original amount. If that is insufficient, the remaining amount will be refunded using the digital payment method originally used. If payment was made solely with one or more Gift Cards, the refund will be issued by increasing the Gift Card balance. The expiration date will also be reset.

17.10 It is not permitted to modify, counterfeit, undermine, or otherwise tamper with Gift Cards or their operation (including through hacking). Any (attempted) fraud or other unauthorized activity will result in the Gift Card being blocked.

17.11 If you have any questions or comments regarding the use of Gift Cards, or experience problems redeeming them, please contact our customer service as soon as possible. Visitfootball.com will handle your inquiry promptly.

## **Article 18: VZR Garant**

18.1 In order to meet its statutory obligation to provide a guarantee, Visitfootball.com makes use of the guarantee scheme provided by VZR Garant ([www.vzr-garant.nl/en](http://www.vzr-garant.nl/en)). You can check that this is the case by visiting VZR Garant's website and verifying that the organisation is listed as a participant. VZR Garant's guarantee applies within the limits of its Guarantee Scheme (which can be found on VZR Garant's website). The Guarantee Scheme specifies the exact (travel) offering to which VZR Garant's guarantee applies and what the guarantee entails. If services are not provided due to the financial insolvency of Visitfootball.com, you can contact VZR Garant, which has its offices at Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to [info@vzr-garant.nl](mailto:info@vzr-garant.nl) or calling +31 (0)85 13 07 630.

## **Article 19: Disputes**

19.1 All disputes between you and Visitfootball.com shall be governed by Dutch law. Disputes should only be brought before the Dutch courts.

19.2 Any right of action expires one year after the trip or, if it did not take place, one year after the original starting date.

## **Article 20: Modification of conditions**

20.1 Visitfootball.com is authorised to make amendments to these terms and conditions. These amendments shall take effect at the announced time of entry into force. Visitfootball.com shall send the modified conditions to the client in a timely manner. If no time of entry into force has been communicated, amendments shall take effect towards the client as soon as he has been informed of the amendment.

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