Recreatiepark Pukkemuk Ticket Terms

Article 1 Definitions

Subscription or multiple access means a document that provides multiple access to Recreatiepark Pukkemuk, as well as the "multi-entry tickets". The applicable subscription conditions and rules are made available by Recreatiepark Pukkemuk (during the ordering procedure). For all other things, the conditions for Tickets apply as described and are set out in these Ticket Terms and Conditions;
Electronic method means the delivery of Tickets by means of digital communication methods such as email, internet or other digital methods;
Customer means the natural person or legal entity ordering Tickets or Subscriptions;
Agreement means the agreement, including terms and conditions, governing the purchase of Tickets by the Customer and their delivery by Recreatiepark Pukkemuk;
Park or Parks means the party that enters into an agreement with Customer for the electronic sale of Tickets for the purpose of access provision;
Park Rules means the applicable conditions and rules when visiting the Park as formulated by the owner/operator of Recreatiepark Pukkemuk, that has entered into an agreement with Recreatiepark Pukkemuk for the resale of Tickets; (and which are made available separately and declared applicable to the Agreement during the ordering process;)
Ticket (or e-Ticket) means the (electronically) purchased document (electronic and/or printed on paper) and the applicable terms and conditions, with which the Customer can gain access to the Park one time only, unless stated otherwise on the website and/or the Ticket;
Ticketcounter means Ticketcounter BV, which on behalf of Recreatiepark Pukkemuk, issues Tickets from its systems, organizes and verifies payment and sends Tickets to the Customer but is in no case a party to the agreement;
Ticket Terms means the present terms and conditions that apply to the purchase of Tickets by Customers.

Article 2 Applicability

1. These Ticket Terms apply to all purchases (orders) of Tickets. In cases not provided for in the Ticket Terms, Ticketcounter shall decide.
2. In addition to these Ticket Terms, the Park Rules always apply when using the Ticket. The Park Rules can be obtained from Recreatiepark Pukkemuk upon request (or will be made available during the ordering process).

Article 3 Tickets

1. Ticketcounter only has a facilitating role in the context of the Agreement and is not a party to the Agreement.
2. Each Ticket has a unique (bar) code in combination with a unique serial number. Readable text on the Ticket is also included in the (bar) code. The (bar) code must be able to be scanned in order to gain access to Recreatiepark Pukkemuk.
3. A Ticket is valid only once, unless (as with Subscriptions) stated otherwise on the website and/or the Ticket. With a Ticket, only one person (who meets the criteria stated on the Ticket) may be admitted to Recreatiepark Pukkemuk, unless the Ticket explicitly states that it is a group ticket, in which case separate term and conditions may apply.
4. Tickets have a limited validity and have a validity date or period. After this date or period, the right of admission expires. Tickets will not be paid out or refunded and the validity of the Tickets cannot be extended or adjusted unless otherwise decided by Recreatiepark Pukkemuk.
5. The Customer must ascertain for him/herself whether Recreatiepark Pukkemuk is able to check the validity of the Ticket in the event of an electronic offer (scanning from a smartphone) at the time of granting access to Recreatiepark Pukkemuk. If a paper printout of the Ticket is required for access, the Customer must provide a paper printout his/herself. The Customer must ensure that the printout is of sufficient quality. Non-scannable Tickets may be refused, in which case Recreatiepark Pukkemuk may decide not to grant access.
6. The Tickets are for the Customer's own use and may not be resold. In the event of suspicion of resale, Ticketcounter and/or Recreatiepark Pukkemuk may decide to invalidate the Tickets.
7. The Customer is not entitled to make changes to the Tickets or to use the text and logos used for other purposes.

Article 4 Formation? (conclusion) of the agreement

1. The purchase of Tickets by the Customer takes place at Recreatiepark Pukkemuk under this agreement. Ticketcounter is an intermediary in the purchase through its ticketing platform. The purchase, which is the conclusion of the Agreement, becomes final upon acceptance of payment through the payment method chosen by the Customer. Ticketcounter will then deliver the Tickets on behalf of Recreatiepark Pukkemuk.
2. The Recreatiepark Pukkemuk rules are always applicable. By ignoring or violating these Rules, (further) access to Recreatiepark Pukkemuk may/can be denied. The Park Rules and the opening hours of Recreatiepark Pukkemuk can be requested from the Park.
3. Recreatiepark Pukkemuk may set a maximum number of Tickets that can be purchased per Agreement. Recreatiepark Pukkemuk can set this maximum per payment method and/or per Customer address (including e-mail address). If more Tickets are required than the maximum allowed, Recreatiepark Pukkemuk must be contacted.
4. Recreatiepark Pukkemuk reserves the right to refuse a purchase or order without further reason. Recreatiepark Pukkemuk may, among other things, annul/terminate the Agreement on the basis of the presumption, based on its judgment, of the use of automated (order)systems. In these cases, the payment will be reversed with, if necessary, deduction of costs incurred. The Customer will be informed of the reverse payment, by Ticketcounter or Recreatiepark Pukkemuk at the address used for the order.
5. The Customer is responsible for making the right choice regarding the type and number of Tickets and must do so before purchasing them. The Customer is responsible for providing the correct details necessary to process payments using the options offered on the website. Providing incorrect or incomplete data may result in Tickets not being delivered.
6. The right of withdrawal is applicable within 14 days of purchase of Tickets that are still valid at the time of cancellation. The right of withdrawal is not applicable to i) Tickets purchased for use on one or more fixed dates and/or ii) Tickets valid for a fixed period of up to 14 days.

Article 5 Prices and Payment

1. All ticket prices mentioned on the website are inclusive of VAT and without other costs. Other promotions and/or discounts are not applicable to the Tickets.
2. Tickets can only be purchased using the payment methods displayed on the website.
3. If an initially accepted payment turns out to be reversed (cancelled by the organization of the chosen payment method), Recreatiepark Pukkemuk may decide to invalidate and cancel Ticket(s).

Article 6 Delivery

1. Tickets will be issued to the Customer exclusively as e-Tickets. The Customer is responsible for providing correct electronic (delivery) addresses.
2. The delivery term for tickets paid electronically is within 30 minutes of receipt of payment, with a maximum of two working days.
3. The delivery term in case of a one-time authorization shall be within two to three working days, with a maximum of five working days, after receipt on the indicated (bank) account.
4. After expiration of the delivery term and if the Tickets have not been delivered yet, the Customer has the right to cancel the purchase and get the amounts paid refunded. Therefore, the Customer must give Recreatiepark Pukkemuk written notice of default with a request for a refund.

Article 7 Liability

1. Recreatiepark Pukkemuk is not liable for technical faults of any nature whatsoever as a result of which payments cannot be processed and/or authorized or cannot be processed on time or correctly.
2. Recreatiepark Pukkemuk is not liable for cancellations, terminations, blockades, changes to opening hours or closures, relocations or complications in providing access to Recreatiepark Pukkemuk. It is the Customer's responsibility to obtain timely and adequate information in this respect.
3. Ticketcounter is not liable for damage, whether immaterial, material or physical, or in any way whatsoever, as a result of a visit to Recreatiepark Pukkemuk.
4. Ticketcounter is not liable for incomplete or incorrect information on the Recreatiepark Pukkemuk website.
5. These limitations of liability do not apply if and insofar as the damage in question is the result of intent or deliberate recklessness on the part of Recreatiepark Pukkemuk and other situations in which limitation of liability is not permitted by law.

Article 8 Privacy

1. Recreatiepark Pukkemuk applies a privacy policy in accordance with the General Data Protection Regulation (GDPR).

Article 9 Force Majeure

1. Recreatiepark Pukkemuk shall not be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not its fault or is not accountable to Ticketcounter by virtue of the law, a legal act or generally accepted views.
2. In these Ticket Terms, force majeure is understood to mean, in addition to what is understood in this respect by law and jurisprudence, all external causes, foreseen or not foreseen, on which Recreatiepark Pukkemuk cannot exercise any influence but as a result of which Recreatiepark Pukkemuk is unable to fulfil its obligations. Such as, but not limited to, fire, strikes, war, riots, sabotage, malfunctions in infrastructure such as transport strikes, floods, stoppages, malfunctions in networks or in equipment connected to them, including the Internet, telecommunications and company networks.

Article 10 Miscellaneous

1. If a situation arises in which no access has been granted to the Customer or in which access restrictions have been imposed, as a result of which the Recreatiepark Pukkemuk decides that the Customer is entitled to a refund, this will be done under the Recreatiepark Pukkemuk's terms and conditions and Ticketcounter is not a party to this.
2. If the Ticket Terms are applicable in case of Ticket purchases, then Dutch law shall be applicable.
3. Recreatiepark Pukkemuk can be reached during 09.00h to 18.00h via contact@pukkemuk.nl.
4. If any provision of these Ticket Conditions is found to be contrary to applicable law, or is otherwise unenforceable, such provision will be amended so that it is consistent with applicable law, taking into account the intended meaning of the provision in question, which so will be pursued as much as possible.