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## Article 1 - Definitions

**Organiser:** The trader who combines and sells or offers for sale Packages, either directly or through a retailer. The trader who offers for sale a single Travel service is also deemed to be Organiser if these Terms & conditions are applied to the Contract.

**Traveller:** any person who is seeking to conclude a Contract with the Organiser or any person who is entitled to travel on the basis of the Contract.

**Travel service:** carriage of passengers, rental of motor vehicles or motor cycles, accommodation or any other tourist service, within the meaning of the definition in article 7:500 sub a of the Dutch Civil Code.

**Travel service provider:** The service provider that executes part of the Package such as subcontractors of the Organiser (facilitators of accommodation and transport, self-employed guides, etc.).

**Contract:** the agreement including these Terms & conditions through which the Organiser binds itself to the Traveller to provide the Package.

**Written:** in writing or by electronic means including e-mail.

**Terms & conditions:** these General Terms and conditions.

**Package:** a travel package ("pakketreis") in the sense of article 7:500 sub b of the Dutch Civil Code.

**Trip:** a package or if the Terms & conditions are applied a sole Travel service.

**Working days:** Monday to Friday, with the exemption of Dutch public holidays, within office hours (9h-17h Dutch time).

## Article 2 – Applicability of the Terms & conditions

### 2.1 *Package travel*

The Terms & conditions are applicable to all Packages offered by or concluded with the Organiser and are an inseparable part of the Contract.

### 2.2 *Derogation of the Terms & condition and additional terms and conditions*

Derogation of the Terms & condition and additional terms and conditions are only valid in Written form. Derogating conditions in the individual contract are superseding the conditions in these Terms & conditions.

## BOOKING

### Article 3 – Formation of the contract

#### 3.1 *Content of the offer*

The offer of the Trip contains the services and facilities that are explicitly mentioned in the offer and publications of the Organiser. The content of the offer is only determined based on the information provided by or on behalf of the Organiser. Information in publications of Travel service providers is not part of the offer, whether or not there is a link provided to these publications in the offer of the Organiser. The period of the Trip is stated in whole days. The day of departure and arrival are counted as whole days.

#### 3.2 *Non-binding offer*

All quotations and offers made by the Organiser are non-binding. After the offer has been accepted the offer can be revoked without reason by the Organiser in all circumstances until 17.00h of the next Working day. This is also the case if the Traveller has received an automatic notification of reception of the booking.

#### 3.3 *Formation of the contract*

De Contract is concluded by acceptance of the Traveller of the offer of the Organiser.

### **3.4** *Apparent errors*

Apparent errors in the offer do not bind the Organiser. This entails the offer of a price, content or other information of which the Traveller, based on all circumstances, reasonably could not have assumed that the Organiser intended to declare the offer. If there is any reason for doubt of the price, content or information the Traveller should enquire with the Organiser.

### **3.5** *Special preferences*

If a Traveller communicates preferences before the conclusion of the Contract, rights can only be derived as far as these preferences are accepted as a special preference by means of a Written declaration of the Organiser that the preference shall be honored. The sole reference as a preference on travel documents and the booking confirmation does not constitute this acceptance.

### **3.6** *Special requirements*

If the Traveller communicates special 'requirements' related to their medical condition or other compelling interests to the Organiser before concluding the Contract, this forms a suspensive condition for the formation of the Contract. The Organiser has to decline the requirement within a reasonable period or confirm the requirement and ensure performance. A period of 7 days is deemed to be reasonable. If the Organiser declines the 'requirement' then there is no formation of Contract. If the Organiser confirms the requirement then by sending the confirmation the Contract is formed. If there are additional costs involved and known, the Organiser makes a new offer.

### **3.7** *Confirmation of the receipt of the booking*

If the acceptance of the Traveller is communicated by electronic means, the Organiser confirms the receipt of the acceptance send by the Traveller.

### **3.8** *Confirmation of the booking*

The Organiser will send a confirmation of the booking, and when applicable a (down payment) invoice, without undue delay after the booking of the Trip.

### **3.9** *Revocation by the Traveller*

A booking made by the Traveller is irrevocable. The Traveller has no right of withdrawal of the Contract.

### **3.10** *Minors*

The Traveller who books a Trip has to be an adult (18 yrs or older). If the minor (<18 yrs) travels without the persons that have parental authority over the minor, these persons will have to send a signed declaration of permission within 7 days. By way of derogation of paragraph 3 of this article [formation of Contract], in this case the Contract is formed after the receipt of this declaration by the Organiser.

### **3.11** *Booking for other Travellers & communication*

The Traveller that enters into an agreement for or on behalf of one or more other Travellers, is fully liable for all obligations that arise from it. The other Travellers are liable for their own part. De booking confirmation, invoice, travel documents and other communication are only send to the Traveller that concluded the Contract. The Traveller who books the Trip for or on behalf of others, is obligated – with permission of those persons – to communicate all relevant personal information of those other Travellers that could be of influence on the performance of the Contract. The Traveller who books the Trip for or on behalf of others, is obligated to send these Terms & conditions and all other relevant communication to those Travellers.

## INFORMATION

### Article 4 - Information provided by the Organisator

#### 4.1 *Price*

Indicated prices are per person, unless specifically stated otherwise.

#### 4.2 *Travel documents*

During the Trip the Traveller shall possess the necessary Travel documents, such as a passport, visa, vaccination, etc.. Taking into account the great importance, the Traveller has to verify the general advice provided by the Organiser with the relevant authorities whether it applicable, complete and up to date. The Traveller has to verify before booking whether or not there is sufficient time to obtain the necessary travel documents and especially necessary visa. If the Traveller cannot execute the Trip or parts of it due to the absence of valid, complete and correct travel documents, the arising costs will be beared in full by the Traveller.

#### 4.3 *Travel vouchers*

The travel vouchers (transport tickets, vouchers, etc.) will be send to the Traveller in time and at least 7 days before departure unless the invoice is not yet fully paid. If a Traveller has not received their travel vouchers 5 days before departure the Traveller has to inform the Organiser without undue delay. The final departure and arrival times will be mentioned on de travel documents.

#### 4.4 *Information on insurance*

The Organiser will provide the Traveller with information about the possibility to take out a travel insurance and a trip cancellation insurance. The Organiser can oblige insurance coverage if the Organiser has informed the Traveller in Writing before the conclusion of the Contract.

### Article 5 – Information to be provided by the Traveller

#### 5.1 *Relevant information of the Traveller(s)*

Before the conclusion of the Contract the Traveller who books the Trip provides all information of him or herself and the Travellers registered that is relevant for the Trip. In particular this entails information on the Travellers or the composition of the group that can be of influence to the health and safety of the Traveller or others during the Trip. If the information provided is incorrect or incomplete the Traveller can be excluded from participation by the Organiser or Travel service providers. In that case the Traveller will be charged cancellation costs in accordance with article 9 paragraph 2 [cancellation costs]. Other costs arising from this will be born by the Traveller as well.

#### 5.2 *Reduced mobility, pregnant women, unaccompanied minors and illness*

Travellers with reduce mobility and the persons that accompany them, pregnant women, unaccompanied minors and Travellers with illness with a possible effect on the Trip have to indicate this to the Organiser before the conclusion of the Contract or at least as soon as the Traveller takes notice because of possible effects on the Trip and especially air travel. The Traveller has to verify themselves if they need a medical statement that allows them to travel.

## BEFORE THE TRIP:

### Article 6 - payment

#### 6.1 *Down payment*

After the conclusion of the Contract the invoice for the down payment of 50% of the price of the Trip with a minimum of EUR 50,- per person shall be paid within 14 days after the reception of the invoice. If flight tickets are included in the Contract, the Traveller will pay the full cost of the flight tickets plus 50% of the price of the remaining parts of the Trip as a down payment.

#### 6.2 *Payment of the remaining amount*

The remaining amount of the price of the Trip shall be paid at the latest 3 months before the Trip commences. If the Contract is concluded within 3 months of start of the Trip, the full price shall be paid immediately and in all circumstances before the start of the Trip.

#### 6.3 *Default and interest*

If the Traveller does not pay within the aforementioned date or the date stated on the invoice, the Traveller shall be in default without any prior notice of default. From that moment statutory interest is due over the outstanding amount.

#### 6.4 *Extrajudicial collection costs*

The Traveller has to pay extrajudicial collection costs if the Traveller has been summoned without effect to pay within 14 days, starting the day after the formal reminder has been received by the Traveller and the consequences of non-payment and the exact extrajudicial costs are stated in the formal reminder. The extrajudicial collection costs are 15% of the amount of the claim up to € 2500, 10% of the subsequent €2500, 5% of the subsequent €5000 and 1% of the excess amount of the claim, with a minimum of € 40.

#### 6.5 *Further consequences of non-payment*

If the Traveller is in default, the Organiser can suspend sending the travel vouchers without further notice until full payment is received. If payment is not made after having send a formal reminder or if full payment has not been received before the start of the Trip, the Organiser has the right to exclude the Traveller from participation. The obligation to pay remains in force. Instead of excluding the Traveller from participating, the Organiser can cancel the Contract and charge the cancellation costs to the Traveller. The provision in this paragraph is without prejudice to all other rights of the Organiser.

### Article 7 – Transfer of the Trip

#### 7.1 *Conditions and notification*

A Traveller can transfer a Trip to another person who meets all conditions applicable to the Trip. The Traveller shall ask the Organiser at the latest 7 days before the start of the Trip or at least a reasonable period that allows for all formalities of the transfer to be executed. Transfer of the Trip is only possible as far as the terms and conditions of the Travel service providers allow this. If flight tickets are part of the Trip, then transfer of the flight ticket is normally not possible. Transfer of the whole Trip is then only possible if a new flight ticket is booked at the expense of the Traveller.

#### 7.2 *Joint and several liability and extra costs*

The Traveller and the person who agrees to take over the Trip, have a joint and several liability for the payment of any outstanding costs, additional fees, supplements and other costs that arise as a result of the transfer, including costs for the alteration.

## Article 8 – Alteration by the Traveller

### 8.1 *Alteration*

The Traveller who has booked the Trip can request the Organiser in Writing to alter the Contract. The Organiser is not bound to alter the Contract. The Organiser will inform the Traveller of the new price for the Trip. If the Traveller agrees on the costs of the alteration than the new price and alteration costs are due. If the new price is lower than the initial price then the difference is offset with the alteration costs.

### 8.2 *Changing the date of departure or the number of Travellers*

A request to change the date of departure does not form an alteration, but a cancellation. Decreasing the amount of paying Travellers does not constitute an alteration but a partial cancellation. The cancellation policy as set out in article 9 paragraph 2 [cancellation costs] is applicable.

## Article 9 – Cancellation by the Traveller

### 9.1 *Cancellation*

The Traveller can terminate the Contract at any time before the start of the Trip. The termination shall be in Writing. The day of reception of the Written termination by the Organiser, shall constitute the termination date. When the reception occurs after 17.00 or outside of Working days, the next Working day shall be the day of reception of the termination.

### 9.2 *Cancellation costs*

If the Traveller terminates the contract, the following amounts are due:

- a. Until 3 months before the day the Trip starts: 50% of the price of the Trip or if a flight is included the cancellation costs of the flight + 50% of the price of the other Travel services.
- b. Within 3 months of the day the Trip starts: 100% of the price of the Trip.

When decreasing the number of persons in a booking where not all agreed services can be decreased proportionally, the cancellation costs will be composed of the price of the Trip minus the real cost savings. If applicable the turnover from real alternative use of the freed capacity shall be deducted from the cancellation costs.

## Article 10 – Alteration of the price

### 10.1 *Alteration of the price*

The Organiser reserves the right to increase the price of the Trip of concluded Contracts until 20 days before the day of commencement of the Trip due to a price revision of the cost of fuel or other power sources and/or taxes or fees imposed by third parties not directly involved in the performance of the Contract. The Organiser can reserve the right in the Contract to increase the price of the Trip of concluded Contracts until 20 days before the day of commencement of the Trip as a consequence of changes in the applicable exchange rate. The method for calculating the price revision shall be communicated before the booking is made and is part of the Contract.

### 10.2 *Termination by the Traveller*

If the price increase exceeds 8% of the Price of the Trip, the Traveller shall have the right to terminate the Contract. In that case the Traveller has the right to a refund of all payments. The Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the price increase shall be deemed accepted and the right to terminate the Contract expires.

### 10.3 *Price reduction*

If the right to a price increase is reserved, when applicable the Traveller has a right to request price reduction in accordance with the method for calculating the price revision. An

administrative expense of 30 euro shall be deducted from the refund that the Traveller is entitled to based on the price reduction.

## Article 11 – Alterations made by the Organiser

### 11.1 *Insignificant alteration*

The Organiser reserves the right to unilaterally make changes to the Contract before the start of the Trip as far as these alterations are insignificant. These alterations will be communicated clearly and in Writing to the Traveller.

### 11.2 *Significant alteration*

If necessary the Organiser can alter significantly the main characteristics of the Contract before the start of the Trip. This includes offering a substitute Trip if reasonably possible of at least equivalent quality. The Traveller can accept the alteration or terminate the Contract without payment of cancellation costs.

### 11.3 *Alteration in an agreed special preference*

If the Organiser cannot meet an agreed special preference of the Traveller or it cannot meet it within a reasonable effort, the Organiser can alter this element of the Trip. In that case the Traveller can accept the alteration or terminate the Contract without payment of cancellation costs.

### 11.4 *Period*

When the alteration is significant, the Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the alteration shall be deemed accepted and the right to terminate the Contract expires.

### 11.5 *Price reduction*

If the alteration result in a Trip of lower quality or cost, the Traveller shall be entitled to an appropriate price reduction.

### 11.6 *Notice*

In case of significant alterations, the Organiser shall without undue delay inform the Traveller of:

- the alterations,
- the reasonable period within which the Traveller has to inform the Organiser of his decision whether or not to terminate the Contract,
- the consequence that if the Traveller does not answer within the specified period, the alteration is deemed accepted and the right to termination expires
- if offered, the content of a substitute Trip or the price reduction.

### 11.7 *Refund of payments*

If the Traveller terminates a Contract on the basis of this article, and the Traveller does not accept a substitute Trip, the Organiser shall refund the Traveller all payments made by the Traveller without undue delay and at latest within 14 days.

## Article 12 – Cancellation by the Organiser

### 12.1 *Cancellation*

The Organiser can cancel the Contract before the start of the Trip and refund any of the payments for the Trip without being liable for additional compensation, if:

a) the number of persons enrolled for the Trip is smaller than the minimum number stated in the Contract and the Organiser notifies the Traveller of the cancellation of the Contract within the period fixed in the Contract, but not later than:

- 20 days before the start of the Trip in the case of Trips lasting more than 6 days
- 7 days before the start of the Trip in the case of Trips lasting between 2 and 6 days
- 48 hours before the start of the Trip in the case of Trips lasting less than 2 days

b) In the event of force majeure, which is defined as unavoidable and extraordinary circumstances.

#### **12.2 Refund of the price of the Trip**

In the aforementioned events, the Organiser will refund the payment of the Trip that has been received without undue delay and at latest within 14 days. No refund will be made for services not included in the Contract such as vaccinations, visa, materials bought, insurance and if not included in the Trip flights, tickets, accommodation, a.s.o..

#### **12.3 Cancellation that is attributable to the Traveller**

If the Traveller does not meet the predefined conditions of participation or the information of the Traveller regarding experience, skills, physical or mental condition or other relevant subjects that has been communicated by or on behalf of the Traveller is incomplete or erroneous, the Organiser has the right to cancel the Contract. Without prejudice to all other rights of the Organiser.

### **PERFORMANCE OF THE TRIP:**

#### **Article 13 - Responsibility**

##### **13.1 Proper performance of the Trip**

The Organiser is responsible for the performance of the Travel services included in the Contract, irrespective of whether those services are to be performed by the Organiser or by other Travel service providers.

##### **13.2 Alteration in travel scheme or time schedule**

The Organiser shall inform the Traveller about alterations in the travel scheme or the time schedule. If the Organiser is not aware of the place of stay, the Traveller shall only be informed through the e-mail address and mobile phone number that is known to the Organiser.

#### **Artikel 14 – Conformity & lack of conformity**

##### **14.1 Conformity**

The Organiser shall perform the Contract in accordance with the reasonable expectations of the Traveller based on the publications, the Contract and the circumstances at the destinations.

##### **14.2 Duty to report about complaints**

The Traveller shall report to the Travel service provider and the Organiser in accordance with article 18 [complaints] without undue delay about the lack of conformity that the Traveller has perceived during the performance of a Travel service specified in the Contract.

##### **14.3 Remedy by the Organiser**

The Organiser shall remedy the reported lack of conformity. There is no obligation to remedy the lack of conformity if this is impossible or this entails disproportionate costs taking into account the extent of the lack of conformity and the value of the Travel service affected.

##### **14.4 Remedy by the Traveller**

If the lack of conformity is not remedied within a reasonable period set by the Traveller, the Traveller may remedy the lack of conformity himself and request reimbursement of the necessary expenses.

##### **14.5 Alternative Trip**

Where a significant proportion of the Travel services cannot be performed as agreed in the Contract, the Organiser shall offer a suitable alternative, without additional costs for the Traveller. The Traveller has the right to receive a price reduction if the alternative is of lower

quality. The Traveller can only reject the alternative if the alternative is not comparable or the price reduction is inadequate.

**14.6 Termination by the Traveller because of a substantial effect on the Trip**

Where a lack of conformity substantially affects the performance of the Trip and the Organiser has failed to remedy it within a reasonable period set by the Traveller, the Traveller may terminate the Contract without paying cancellation costs. If the Trip includes the carriage of passengers, the Organiser shall also provide repatriation of the Traveller with equivalent transport without undue delay and at no extra cost to the Traveller.

**14.7 Price reduction and compensation for damages**

In case of termination based on the prior paragraph or in case the Contract is not terminated and no alternative arrangements are agreed upon, the Traveller is entitled to a price reduction and/or compensation for damages.

**14.8 Conditions for price reduction**

If the Traveller is entitled to price reduction, this only entails the period during which there was lack of conformity. Under no circumstance is the Traveller entitled to price reduction if the lack of conformity is attributable to the Traveller.

**Article 15 – Assistance**

**15.1 Obligation to provide assistance**

The Organiser provides assistance without undue delay to the Traveller in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance and by assisting the Traveller to make distance communications and helping to find alternative travel arrangements.

**15.2 Costs**

The Organiser shall charge a reasonable fee if the difficulty is caused by the Traveller with intent or through its negligence.

**LIABILITY**

**Article 16 Attribution, force majeure and limitations to liability**

**16.1 Attribution & force majeure**

The Traveller shall not be entitled to compensation for damages of the Traveller as a result of the lack of conformity, if the lack of conformity is attributable to:

- a. the Traveller;
- b. a third party unconnected with the provision of the Travel services included in the Contract and is unforeseeable or unavoidable;
- c. unavoidable and extraordinary circumstances.

**16.2 Limitation to liability**

Liability of the Organiser for damages is limited to three times the price of the Trip, unless the damage is a result of death or personal injury of the Traveller or caused intentionally or with negligence of the Organiser.

**16.3 Limitations to liability based on international conventions and EU regulations**

If the Organiser can be held liable for damages, including damages that are a result of death or personal injury, this liability will be excluded or limited up to the limitations that are allowed by the international conventions and/or EU regulations that are applicable to the concerned Travel service.

**16.4 Insured damage**

The Organiser is not liable for damages of the Traveller that is covered by an insurance, such as health care insurance, travel insurance or cancellation insurance.

**16.5 Limitation period**

The period for introducing claims of the Traveller to compensation for damages is two years after the end of the Trip or if the Trip has not taken place two years after the planned date of departure.

**16.6 No accumulation of compensation**

Compensation for damages or other compensation from Travel service providers shall be deducted from the compensation or price reduction payable by the Organiser based on the Contract.

## OBLIGATIONS OF THE TRAVELLER

### Article 17 – Obligations of the Traveller

**17.1 Behaviour and compliance with instructions**

The Traveller shall behave as a reasonably acting Traveller and is obligated to comply with all instructions to enhance a proper execution of the Trip by the Organiser or Travel service providers.

**17.2 Consequences of non-compliance – exclusion from participation**

In case of non-compliance of the instructions or in case the Traveller causes nuisance, the Organiser and Travel service provider have the right to exclude the Traveller from further participation on the Trip or a part thereof. The Traveller is not entitled to any refund. Other costs that arise are at the expense and risk of the Traveller.

**17.3 Warning**

Before excluding the Traveller from participation an oral or Written warning is given. A warning is not required if this cannot be expected from the Organiser or Travel service provider considering all relevant circumstances of the case, taking into account the behaviour of the Traveller, the expected chance of improvement, the effect on the Trip and other Travellers, the risk of damage and the safety of the Traveller and others.

**17.4 Liability of the Traveller**

The Traveller is liable for damages caused by his behaviour, non-compliance with the obligations of this article or damage that are otherwise attributable to him. The Traveller indemnifies the Organiser from claims from Travel service providers involved with the Trip or third parties for damages that are caused by the Traveller or are attributable to him.

**17.5 Check departure time of the return journey**

Ultimately 24 hours before the planned departure of the return journey the Traveller has to verify the exact departure time.

## MISCELLANEOUS PROVISIONS

### Article 18 - Complaints

**18.1 Information**

Before the start of the Trip the Organiser provides emergency contact details of the Organiser and when applicable the contact details of the local representative.

**18.2 Report on site**

If the Traveller perceives that the Trip is not performed properly, he has to report the lack of conformity without undue delay and under all circumstances during the Trip to the Travel service provider involved in order to enable them to resolve it. If a tour guide of the Organiser is on site, the complaint shall also be reported to the tour guide without undue delay. If there is no tour guide present on site, the complaint has to be reported clearly to the Organiser. The report can be made by Whatsapp, sms text message, by phone or during Working days within Dutch office hours (9-17h) also per e-mail. The Organiser will send a confirmation of the report to the Traveller by the same means and per e-mail.

**18.3 Costs of communication**

The costs of necessary communication with the Organiser are at the expense of the Organiser. The Traveller shall as much as possible limit these costs, amongst others by using internet calls via WIFI, Whatsapp and e-mail.

**18.4 Report of unresolved complaints after the Trip**

All complaints that in the perception of the Traveller are not fully resolved or compensated during the Trip, shall be reported to the Organiser within two months after their return, in Writing and mentioning the reasons. The Organiser is obliged to react within one month after the reception of the complaint.

**18.5 Consequences of not reporting (on time) of the lack of conformity or complaint**

Not reporting the complaint or not reporting the complaint on time in accordance with the second paragraph of this article can be of influence on the amount of a possible price reduction or compensation, unless the interests of the Organiser are not impaired by the late complaint. Late complaints after the return of the Trip will not be processed, unless this is unreasonable considering the circumstances.

**Article 19 – Miscellaneous provisions**

**19.1 Rights of third parties**

Subordinates, auxiliaries and other parties involved in the performance of the Contract can rely on the provisions of this Contract and these Terms & conditions in relation to the Traveller (including the limitation of liability).

**19.2 Substitute provisions**

If mandatory provisions of law render a provision of these Terms & conditions invalid, or a provision is annulled, the provision is deemed to have been converted to a valid provision that has a content and meaning that as close as possible reflects the original intentions.

**19.3 Governing law**

The offer, the Contract and the performance of the Contract are exclusively governed by the law of the Netherlands, unless this is in conflict with mandatory provisions of law.

**19.4 Jurisdiction**

Only a Dutch court of law shall have jurisdiction, unless this conflicts with mandatory provisions of law.