

# Terms and Conditions Pippin Hikes

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## **Article 1 - Definitions**

**Organizer:** Pippin Hikes, registered under Chamber of Commerce number 70419841

**Traveller:** any person who wants to conclude an agreement with the Organizer regarding a Trip and any person who is entitled to travel on the basis of the Agreement;

**Travel service:** passenger transport, rental of a motor vehicle or motorcycle, accommodation or another tourist service, insofar as these services fall within the definition of Article 7:500 sub a of the Dutch Civil Code.

**Travel service provider:** the service provider who carries out part of the Trip, such as auxiliary persons (accommodation providers/transporters/external guides/etc.) of the Organiser.

**Agreement:** the agreement relating to the booked Trip, including these Conditions.

**Conditions:** these general conditions.

**Package travel:** a package travel within the meaning of the law.

**Trip:** a Package Trip or, if the Conditions have been declared applicable, a single Travel Service.

**Working days:** Monday to Friday, with the exception of public holidays recognized in the Netherlands, within working hours (9 a.m. - 5 p.m. Dutch time).

## **Article 2 - Applicability of conditions**

## 2.1 Package Travel

These Terms and Conditions apply to all Package Holidays offered by the Organizer or agreed with the Organizer.

## 2.2 Travel Services

These conditions can also be declared applicable to Travel Services that do not constitute a package tour. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel agreements, does not apply in that case. These Travel Services are not protected in the event of the Organiser's insolvency, unless expressly stated in the offer state which party provides cover and this follows from the warranty or insurance conditions.

## 2.3 Deviating and additional conditions

Deviating and additional conditions must be agreed in Writing and take precedence over these Conditions.

## **THE BOOKING**

### **Article 3 - Realization Agreement**

#### 3.1 Content offer

The Trip offered includes the services and facilities that are expressly described in the offers and publications of the Organiser. The content of the offer is determined solely on the basis of the information provided by or on behalf of the Organiser. Information in publications of Travel Service Providers is not part of the offer, regardless of whether a link to it is included in the Promoter's offer. The stated travel time is indicated in whole days, where the day of departure and arrival are counted as whole days.

#### 3.2 Non-binding offer

The Organizer's offer is without obligation and can be revoked by the Organizer after acceptance until 5 p.m. of the next Working Day.

#### 3.3 Establishment of agreement

The Agreement is concluded by the Traveler's acceptance of the Organiser's offer.

#### 3.4 Obvious Errors

Obvious errors in the offer do not bind the Organiser. This concerns the offer of a price, the content of the service offered or other information of which the Traveler, in view of all circumstances, could not reasonably assume that the Organizer intended to declare this. If there is reason to doubt the correctness of the price or information, the Traveler must make inquiries.

#### 3.5 Special wishes

If the Traveler makes certain preferences known before or when entering into the Agreement, rights can only be derived from them insofar as these preferences have been accepted as a special wish via a written commitment from the Organizer to the Traveler that the preference will be granted. The mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose.

### 3.6 Special Requirements

If the Traveler makes requirements in connection with the medical condition or due to other compelling interests known to the Organizer as a 'requirement' at the latest when entering into the Agreement, this will serve as a condition precedent for the conclusion of the Agreement. The Organizer must reject or confirm the 'requirement' within a reasonable period of time and ensure that it is met. A term of 7 days is in any case considered reasonable. If the Organizer rejects the requirement, no Agreement will be concluded. If the Organizer confirms the 'requirement', the Agreement is concluded by sending the confirmation. If additional costs are associated with the requirements and these are known, the Organizer will make a new offer to the Traveller.

### 3.7 Confirmation of receipt of the booking

If acceptance by the Traveler takes place electronically, the Organizer will confirm receipt of the acceptance sent by the Traveler.

### 3.8 Booking Confirmation

Immediately after booking the trip, the Organizer will send a booking confirmation, whether or not together with a (down payment) invoice.

### 3.9 Cancellation by traveler

A booking of the Trip is final. The Traveler has no right to revoke the Agreement.

### 3.10 Minors

The Traveler who books the trip must be of age. If a minor (<18 years old) travels without the persons who have custody of the minor, these persons must send a signed declaration of consent within 7 days after the booking. In this case, contrary to paragraph 3 [Conclusion of agreement] of this article, the Agreement will only be finalized after receipt of this statement by the Organiser.

### 3.11 Booking for Other Travelers & Communication

The Traveler who enters into an Agreement on behalf of or for the benefit of one or more other Travelers is jointly and severally liable for all obligations arising therefrom. The other Travelers are each liable for their own part. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Traveler who makes the booking. The Traveler who books the Trip on behalf of or for the benefit of others is obliged - with the permission of that person - to disclose relevant personal circumstances of those other Travelers that may affect the performance of the Agreement when

registering. The Traveler who books the Trip on behalf of or for the benefit of others is obliged to provide these Terms and other relevant communications to those other Travelers. The

Traveler who books the trip indemnifies the Organizer against damage resulting from non-compliance with the above obligations.

## INFORMATION

### Article 4 - Information by the Organiser

#### 4.1 Travel sum

Stated prices are per person, unless expressly stated otherwise.

#### 4.2 Pre-Booking Information

Upon booking or immediately afterwards, the Organizer will provide the Traveler with the Agreement, including the accepted preferences of the Traveler and information tailored to the Dutch nationality about the required travel documents (passports, visas, etc.) and any health formalities.

#### 4.3 Information by the Organiser

When concluding the Agreement or immediately afterwards, the Organizer will provide the Traveler with the Agreement, including the accepted special wishes of the Traveler and information tailored to the Dutch nationality about the necessary travel documents (passports, visas, etc.) and any formalities at health area and other legally required information.

#### 4.4 Information by the Organizer for the Trip

In good time before the start of the Trip and at the latest when the travel documents are provided, the Traveler will receive extensive information about the booked Trip, including information about the planned departure times, the latest time to check in, the planned stopovers and arrival and, where applicable, the name of the the airline operating the air transport.

#### 4.5 Travel Documents

During the entire Trip, the Traveler must have the travel documents necessary for the Trip, such as a passport, visa, vaccination certificates, etc. Given the great importance of this, the Traveler must submit the general information provided by the Organizer to the relevant authorities and institutions for applicability, completeness and up-to-dateness. Before booking the trip, the Traveler must verify whether there is sufficient time to obtain the necessary travel documents in connection with the possibly long processing time of an application for travel documents and in particular any necessary visa. If the Traveler cannot or cannot fully make the Trip due to the lack of valid, complete and correct travel documents, the resulting costs will be fully borne by the Traveler.

#### 4.6 Travel Documents

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveler on time and no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveler has not received the travel documents 5 days before departure, he must immediately inform the Organizer. Definitive departure times and arrival times are stated in the travel documents.

#### 4.7 Insurance information

Before the Agreement is concluded, the Organizer will provide the Traveler with information about the possibility of taking out cancellation insurance and travel insurance. The Organizer may require such insurance, provided that the Traveler has been informed of this In Writing before the Agreement is concluded.

### **Article 5 - Information by the Traveller**

#### 5.1 Relevant information from the Traveller(s)

Before or at the conclusion of the Agreement, the Traveler who makes the booking provides all information relevant to the Trip about himself and the other Travelers registered by him or her. In particular, this concerns information about the Travelers or the composition of the group if this may affect the health or safety of the Traveler or others during the Trip. If the information provided is incorrect or incomplete, this may result in the Traveler being excluded from participation by the Organizer or the Travel Service Providers. In that case, the Traveler owes the cancellation costs in accordance with Article 9 paragraph 2 [cancellation costs]. Other costs resulting from this will also be borne by the Traveller.

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

Travelers with reduced mobility and their companions, pregnant women, unaccompanied minors and Travelers with an illness that may affect the Trip must report this to the Travel Agent when entering into the Agreement or in any case as soon as possible after the Traveler becomes aware of this. Organizer in connection with any consequences for the Trip and in particular air transport. These Travelers must verify with the carrier themselves whether a medical certificate is required to be allowed to travel.

### **BEFORE THE JOURNEY**

### **Article 6 - Payment**

#### 6.1 Deposit

After the Agreement has been concluded, 20% of the travel sum must be paid within 14 days of receipt of the down payment invoice, with a minimum of € 50 per Traveler. If flight tickets are included, the full amount of the flight tickets plus 20% of the travel sum of the remaining part of the Trip must be paid as a down payment.

#### 6.2 Remaining Payment

The remainder of the travel sum must be paid no later than 6 weeks before the start date of the Trip. When the Agreement is concluded within 6 weeks before the start date of the Trip, the full travel sum must be paid immediately and in any case before the start of the Trip.

### 6.3 Default and interest

If the Traveler does not pay within the term referred to above or stated on the invoice, the Traveler will be in default without further notice of default being required and the statutory interest will then be due on the outstanding amount.

### 6.4 Collection costs

The Traveler must pay extrajudicial collection costs if he has not paid within the final payment term that has been set via a Written reminder. The extrajudicial collection costs are: 15% of the amount claimed up to €2500, 10% on the subsequent €2500, 5% on the subsequent €5000 and 1% on the excess.

### 6.5 Further consequences of non-payment

As long as the Traveler has not paid, the Organizer can keep the travel documents. If payment is not made even after a reminder or if payment is not made before the start of the trip, the Organizer may exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Traveler from participation, the Organizer can cancel the Agreement and pay the cancellation costs due as stipulated in [article 9 paragraph 2] to the Traveler.

### 6.6 Guarantee scheme STO Garant

Pippin Hikes uses STO Garant to comply with the legally required guarantee. You can check this via the STO Garant participants page ([www.sto-garant.nl/deelnemers](http://www.sto-garant.nl/deelnemers)). All information about STO Garant can be found at [www.sto-garant.nl](http://www.sto-garant.nl).

With every (travel) offer from Pippin Hikes it is clearly stated whether the guarantee of STO Garant applies. In the guarantee scheme you can read what the guarantee entails and which conditions apply. You can find this guarantee scheme on the website of STO Garant ([www.sto-garant.nl/downloads](http://www.sto-garant.nl/downloads)). If the guarantee from STO Garant applies to your booking, you do not pay the travel sum to Pippin Hikes, but to the escrow account of Stichting Derdengelden Certo Escrow, a bank with De Nederlandsche Bank (DNB) and the Netherlands Authority for the Financial Markets (AFM). registered payment service provider. This third-party funds foundation guarantees your travel sum until after your booking has ended. If services are not provided (in full and/or on time) due to financial insolvency of Pippin Hikes, STO Garant will implement the guarantee. In the guarantee scheme you can read how you can claim this in that case.

## **Article 7 - Substitution**

### 7.1 Terms and Notice

A Traveler can transfer the Trip to another person. The other person must comply with all conditions attached to the Trip. Transfer is only possible insofar as the terms and conditions of the relevant Travel Service Provider allow this. If airline tickets are part of the Trip, transfer of the airline tickets is often not possible. Transfer of the Trip is then possible if - at the expense of the Traveler - new airline tickets are purchased booked. The Traveler requests the Organizer to replace the person no later than 7 days before the Trip.

### 7.2 Joint and several liability and additional costs

The Traveler and the person who takes over the Trip are jointly and severally liable for the payment of the travel sum and additional costs arising from the substitution, including change costs.

## **Article 8 - Change by the Traveller**

### 8.1 Change

The Traveler who has booked the Trip can request the Organizer to change the Agreement. The Organizer is not obliged to do so. The Organizer will inform the Traveler of the new travel sum. If the Traveler agrees to the costs of the change, the new travel sum and change costs are due. If the new travel sum is lower than the original travel sum, the difference will be settled with the change costs due.

### 8.2 Adjustment of departure date or number of travelers

Unless the Organizer indicates that there is a rebooking, the change of the departure date constitutes the cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of Article 9 [cancellation costs] applies to the canceled agreement.

## **Article 9 - Cancellation by the Traveller**

### 9.1 Cancellation



The Traveler can cancel the Agreement at any time before the start of the Trip. Cancellation must be made In Writing. The date on which the Written cancellation is received by the Organizer is considered the moment of cancellation. If received after 5.00 pm or outside Business Days, the next Business Day will be regarded as the date of receipt.

### 9.2 Cancellation Charges

**If a flight is included in the Trip, the following amounts are due upon cancellation by the Traveler:**

- a. up to and including 56 days before the day of departure: the cancellation costs of the flight + 20% of the remaining part of the travel sum;
- b. from 55 days up to and including 22 days before the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: the cancellation costs of the flight + 75% of the remaining part of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.

**If no flight is included, the Traveler owes the following amounts:**

- a. up to and including 56 days before the day of departure: 20% of the travel sum;
- b. from 55 days up to and including 22 days before the day of departure: 50% of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: 75% of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.
- e. In the event of a reduction in the number of persons within a booking whereby not all agreed services can be reduced proportionally, the cancellation costs due will be the travel sum minus the actual cost savings. If applicable, income from actual alternative use of the released capacity will be deducted from the cancellation costs.
- f. In the event of cancellation, the costs of STO Garant will in any case be paid by the traveler at €15 per booking.

### 9.3 Reduction in number of travelers

If the number of Travelers is reduced within one booking, the Organizer may charge as cancellation costs:

- 1) the standard cancellation costs referred to in paragraph 2 of this article, or;
- 2) the entire travel sum of the canceled person minus the cost savings as a result of the cancellation.

### 9.4 Cancellation costs in case of cancellation after a rebooked trip

It is possible that the Traveler and Organizer rebook the trip to a later time. If the Traveler cancels the rebooked trip, the cancellation costs amount to at

least the amount that would have been due if the cancellation had been made on the date of the rebooking. (example: 14 days before the start of the original trip, the trip will be rebooked to 1 year later. The traveler cancels 6 months before the start of the rebooked trip because he no longer wishes to travel. The cancellation costs would amount to 20% of the travel sum according to Article 9.2. The cancellation costs would amount to 75% of the travel sum if canceled on the date of rebooking. In this case, 75% of the travel sum applies as cancellation costs.)

#### 9.5 Travel credits issued out of courtesy

If a Trip has been canceled by the Traveler and a travel credit is made out of leniency awarded, the following applies (unless other conditions are communicated by the Organiser):

- the travel credit must be spent within one year after the travel credit has been awarded.
- the new trip must have started within two years after the travel credit has been awarded.
- the travel credit is tied to the Traveler and not transferable.
- the travel credit can only be used for the same Trip at a later time.
- if the trip is more expensive at a later time, the price difference will be passed on to the Traveller.
- if the Traveler cancels the Trip that has been booked with a travel credit granted out of courtesy, the travel credit will lapse.

### **Article 10 - Price change**

#### 10.1 Price Change

The Organizer reserves the right, with regard to Agreements already entered into, to increase the travel sum up to 20 days before the day of departure as a result of price changes in the costs of fuel or other energy sources and/or taxes or fees not directly involved in the implementation of third parties involved in the Trip. The Organizer may reserve the right in the Agreement to increase the travel sum with regard to Agreements already entered into up to 20 days before the day of departure on the basis of changes in applicable exchange rates. The price revision method must be known before booking and is part of the Agreement.

#### 10.2 Termination by Traveller

If the increase is more than 8% of the travel sum, the Traveler has the right to terminate the Agreement. In that case, the Traveler is entitled to an immediate refund of the amounts paid. The Organizer will set the Traveler a reasonable term within which the Traveler must have made it known In Writing whether he is terminating the Agreement. If the Agreement is not terminated within the stipulated period, the price increase will be deemed accepted and the right to terminate will lapse.

#### 10.3 Price Reduction

If the right to a price increase has been stipulated, the Traveler has the right, where appropriate, to request a price reduction in accordance with the price

revision method. An amount of 30 euros for administration costs will be deducted from the amount that the Traveler is entitled to on the basis of any price reduction.

## **Article 11 - Change by Organiser**

### 11.1 Changes

The Organizer has the right to unilaterally change the Agreement before the start of the Trip insofar as it concerns non-drastic changes. The Traveler will be informed of this In Writing and in a clear manner.

### 11.2 Significant Changes

If necessary, the Organizer can substantially change the main features of the Agreement before the start of the Trip. This also includes offering an alternative Trip that, if reasonably possible, is of at least equal quality. In that case, the Traveler can accept the change or terminate the Agreement without paying cancellation costs.

### 11.3 Change in an agreed special wish

If the Organizer cannot, or cannot with reasonable effort, meet an agreed special wish of the Traveler, the Organizer can change the Trip on this part. In that case, the Traveler can accept the change or terminate the Agreement without paying cancellation costs.

### 11.4 Term

In the event of major changes, the Organizer will set the Traveler a reasonable term within which the Traveler must have notified the Organizer In Writing whether it is terminating the Agreement. If the Agreement is not terminated within the set period, the amendment will be deemed accepted and the right to terminate will lapse.

### 11.5 Price Reduction

If the change results in a reduction in the quality or costs of the Trip, the Traveler is entitled to an appropriate price reduction.

### 11.6 Notice

In the event of major changes, the Organizer will immediately inform the Traveler of:

- the changes,
- the reasonable term within which the Traveler must inform the Organizer In Writing of its decision whether the Traveler terminates the Agreement,
- the consequence that if the Traveler does not respond in time, the change will be deemed accepted and the right to termination will lapse.
- if offered, the content of a replacement Trip or the amount of the appropriate price reduction.

### 11.7 Repayment of amounts paid

If the Traveler terminates the Agreement on the basis of this article and the traveler does not accept a replacement package tour, the Organizer will instruct the STO guarantee fund to refund all amounts paid by or on behalf of the traveler to the Traveler without delay and at the latest within 14 days. . An exception to this are the costs for the STO Guarantee Fund at € 15 per booking. These are paid by the Traveler at all times.

## **Article 12 - Cancellation by the Organiser**

### 12.1 Termination

The Organizer can cancel the Agreement before the start of the trip and reimburse the Traveler for all amounts paid for the Trip without owing compensation:

- a. if the number of registrations is less than the minimum number stated in the Agreement and the Traveler is notified of the cancellation within the period specified in the agreement, but no later than:
  - i. 20 days before the start of the Trip for a Trip of 6 days or more.
  - ii. 7 days before the start of the Trip for a Trip of 2 to 6 days.
  - iii. 48 hours before the start of the Trip for a Trip of less than 2 days.
- b. in case of force majeure, which means unavoidable and extraordinary circumstances.

### 12.2 Refund paid travel sum

In the above cases, the Organizer will refund amounts already received without delay and at the latest within 14 days. Costs incurred by the Traveler for services that fall outside the Agreement are not reimbursed, such as vaccinations, visas, purchase of material, STO guarantee fund, insurance and, if not included in the Trip, air travel, tickets, accommodation, etc.

### 12.3 Cancellation due to force majeure

The Organizer can cancel the Agreement before the start of the Trip if the Organizer cannot perform the agreement due to unavoidable and extraordinary circumstances.

### 12.4 Refund paid travel sum – no compensation

In the above cases, the Organizer will refund amounts already received within 14 days and no compensation will be due. Not reimbursed are costs incurred by the Traveler for services that fall outside the Agreement, such as vaccinations, visas, purchase of material, insurance and, if not included in the Trip, air travel, tickets, accommodation, etc.

### 12.5 Cancellation by the Traveller

If the Traveler does not meet predetermined participation requirements or if incorrect or incomplete information about the Traveler is provided, the Organizer may cancel the Agreement. The Traveler then owes cancellation costs as stipulated in [article 9 paragraph 2].

## **PERFORMANCE OF THE TRIP**

### **Article 13 - Responsibility**

#### 13.1 Proper execution of the Trip

The Organizer is responsible for the performance of the agreed Travel Services, regardless of whether these are performed by the Organizer itself or by another Travel Service Provider. The Organizer must perform the Agreement in accordance with the expectations that the Traveler could reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

#### 13.2 Changes to Itinerary and Travel Times

The Organizer will inform the Traveler about changes in the travel schedule. If the Organizer is not aware of the place of stay, the Traveler will only be informed at the e-mail address or mobile phone number known to the Organizer.

#### 13.3 Passenger's duty to complain

The Traveler immediately informs the Travel Service Provider and the Organizer in line with Article 17 [complaints] of defects or problems in the performance of the Travel Services.

#### 13.4 Remedy by the Organiser

The Organizer ensures that shortcomings are rectified. A deficiency does not have to be remedied if this is impossible or if this entails disproportionately high costs.

#### 13.5 Compensation

If the shortcoming cannot be resolved, the Organizer (or Travel Service Provider) will enter into consultation with the Traveler and can arrange compensation or alternative where appropriate. The Traveler is not entitled to compensation or alternative if the shortcoming can be attributed to the Traveler

### **Article 14 - Aid and assistance**

#### 14.1 Mandatory Assistance

The Organizer will provide help and assistance to the Traveler if the Traveler is in difficulties, in particular by providing proper information about medical services, local authorities and consular assistance and by helping the Traveler to use remote communication and to find alternative travel arrangements.

#### 14.2 Charges

The Organizer will charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence on the part of the Traveller.

## LIABILITY

### Article 15 Attribution, force majeure and liability exclusions

#### 15.1 Attribution & force majeure

The Traveler is not entitled to compensation for damage incurred by the Traveler as a result of a shortcoming that is due to:

- a. the Traveller;
- b. third parties who are not directly involved in the performance of the Agreement and the shortcoming could not be foreseen or prevented, or;
- c. unavoidable and extraordinary circumstances.

#### 15.2 Liability Exclusion

Any liability of the Organizer for damage is limited to three times the travel sum, unless the damage results from the death or personal injury of the Traveler or the damage is caused by intentional or negligent acts on the part of the Organiser.

#### 15.3 Exclusion of liability under treaty or EU regulation

If the Organizer is liable for any damage, including damage resulting from the death or personal injury of the Traveller, this liability will be limited or excluded to the limits permitted by applicable international treaties and/or EU regulations. relating to the individual Travel Services.

#### 15.4 Insured Damage

The Organizer is not liable for damage covered by insurance policies, such as health, travel, event or cancellation insurance.

#### 15.5 Limitation

Any claim of the Traveler for compensation of damage and other claims of the traveler lapse two years after the Trip has taken place. If the Trip did not take place, it expires two years after the planned date of commencement.

#### 15.6 Loss of Right

Without prejudice to the limitation period and the obligation to complain in a timely manner, any claim of the Traveler for compensation for damage expires three years after the start date of the Trip.

#### 15.7 No Double Compensation

The Traveler is not entitled to double compensation. If the Traveler is entitled to compensation under international treaties or EU regulations, the Traveler will not also receive compensation under this Agreement.

## TRAVELER OBLIGATIONS

## **Article 16 - Obligations Traveler**

### 16.1 Conduct and Following Directions

The Traveler must behave as a reasonable Traveler and is obliged to follow all instructions of the Organizer and the Travel Service Providers.

### 16.2 Consequences of non-compliance – exclusion from participation

In the event of non-compliance with instructions or in the event that a Traveler causes a nuisance, the Organizer/Travel Service Provider may partially or completely deny the Traveler further participation in the Trip. The Traveler is then not entitled to a refund of monies. Further costs incurred as a result of this will be borne by the Traveller.

### 16.3 Warning

Before the Traveler is excluded from participation, the Traveler will first receive a verbal or written warning. A warning is not required if the circumstances make it inappropriate.

### 16.4 Traveler liability and indemnification

The Traveler is liable for damage caused by his behavior, failure to comply with the obligations in this article or damage that can otherwise be attributed to him. The Traveler indemnifies the Organizer against claims from Travel Service Providers involved in the Trip, other Travelers or third parties for damage caused by the Traveler or that can be attributed to him.

### 16.5 Check time of return journey

The Traveler must verify the exact time of departure no later than 24 hours before the planned start of the return journey.

### 16.6 Formal Health Requirements

The Traveler must meet all health requirements applicable at the destination (and transit countries). Governments may change these requirements with notice. The consequences of these changes fall within the Traveler's sphere of risk.

### 16.7 Measures by Travel Service Providers

Travel service providers can take all reasonable measures and require Travelers to cooperate, including to prevent and combat calamities, to limit health risks, to prevent damage or to comply with government regulations. In the event of non-compliance with the measures or instructions, the Traveler may be denied the Travel Service and access.

### 16.8 Material Use

The Traveler must handle the materials provided properly. Upon receipt, the Traveler must check these matters and report defects immediately. The Traveler is liable for damage, loss or theft of the material made available.

## **OTHER PROVISIONS**

## **Article 17 – Complaints**

### 17.1 Information

The Organizer will provide contact details for emergencies before the start of the Trip.

### 17.2 Reporting on the spot

If the Traveler believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that it can offer a solution. If the Organizer's tour guide is on site, the complaint must also be reported to the tour guide immediately. If there is no tour guide on site, the complaint must also be submitted to be reported to the Organizer. This notification can be made by [Whatsapp, SMS text message, by telephone or on Working Days during Dutch office hours (9 am - 5 pm) also by email].

### 17.3 Communication Costs

The Traveler must limit any communication costs, for example by using telephone calls via the internet, WhatsApp and e-mail.

### 17.4 Report unresolved complaint after return

All complaints that, according to the Traveler, have not been fully resolved or compensated during the Trip, must be submitted to the Organizer in Writing and with reasons within two months after the Trip.

### 17.5 Not reporting or not reporting the consequences in time of the shortcoming

Complaint Failure to complain or to complain in time in accordance with paragraph 2 [Report on the spot] of this article may affect the amount of any compensation, unless the interests of the Organizer have not been harmed by the failure to complain in time. Complaints that have not been received in time after return will not be processed, unless this is in the circumstances of the case is not reasonable.

## **Article 18 - Other provisions**

### 18.1 Third Party Rights

Subordinates, auxiliary persons and other third parties involved in the implementation of the Agreement can invoke the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) towards the Traveler.

### 18.2 Replacement Provisions

If mandatory law precludes the validity of a provision in these terms and conditions or if a provision is nullified, that provision will be deemed to have been converted into a valid provision that approaches the original intention as closely as possible in terms of content and purport.



### 18.3 Applicable Law

Only Dutch law applies to the offer, the Agreement and the performance of the Agreement, unless this is contrary to mandatory law. If the consumer lives outside the Netherlands at the time of the booking, the following applies:

Despite the choice of law, the consumer is entitled to the protection provided by the mandatory law of the country of origin.

his domicile offers him if (cumulative):

- the Organizer focused the commercial activities for the agreed Trip on the country where the consumer resides, and;
- - the agreed travel services are partly or wholly performed in that country.

### 18.4 Competent court

The court within whose working area the Organizer's place of business is located has exclusive jurisdiction to hear disputes regarding the Agreement and anything related thereto, unless this is contrary to mandatory law. The Organizer is also permitted to take the Traveler to court at her place of residence