

## Article 1 - Definitions

**Organiser:** Travelydays B.V. registered under Chamber of Commerce number KvK Oost-Nederland: Nr. 08207171

**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: the services that are part of the Trip, such as** carriage of passengers, rental of motor vehicles, accommodation and excursions.

**Travel service provider:** The service provider that executes part of the Trip such as facilitators of accommodation, transport service providers, external guides, etc.).

**Contract:** the agreement regarding the booked Trip, including these Terms & conditions.

**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.

### 2.2 Travel service

The Terms & conditions can be applied to Travel services that are not part of a Package. Title 7a of part 7 of the Dutch Civil Code which determines rules on package travel is not applicable. These Travel services are not protected by guarantees for insolvency of the Organiser, unless in the offer it is mentioned which party provides insolvency protection for the offered Travel service and coverage is stipulated in the guarantee- or insurance conditions.

### 2.3 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 and 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 only contains the services and facilities that are explicitly mentioned in the offer and publications of the Organiser. Information in publications of Travel service providers are 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

The offer made by the Organiser is non-binding. After the offer has been accepted, the offer can be revoked by the Organiser until 17.00h of the next Working day.

### 3.3 Booking

De Contract is concluded after the Traveller has accepted the offer of the Organiser and subject to availability of the Trip.

### 3.4 Apparent errors

Apparent errors in the offer do not bind the Organiser. If there is any reason for doubt, the Traveller should enquire with the Organiser.

### 3.5 Preferences

Preferences communicated by the Traveller are non-binding and do not create rights, unless the Organiser confirms in Writing that the preference shall be honoured. 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 medical requirements or other compelling interests as a 'requirement' to the Organiser before booking, the Organiser shall assess whether or not it can comply. If the Organiser cannot or does not want to comply, the contract shall not be concluded. The Organiser can alter the price of the trip due to the communicated requirements.

### 3.7 Confirmation of the booking

The Organiser will send a confirmation of the booking after the booking of the Trip and the check of availability.

### 3.8 Revocation by the Traveller

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

### **3.9 Minors**

The Traveller who books a Trip has to be an adult (18 yrs. or older).

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

The Traveller that books for other Travellers, is fully liable for all obligations that arise from it. The other Travellers are liable for their own part. The booking confirmation, invoice, travel documents and other communication are only sent to the Traveller that made the booking. The Traveller who books the Trip for others, is obligated to communicate all relevant personal information of those other Travellers. The Traveller who books the Trip for others, is obligated to send these Terms & conditions and all other relevant communication to those Travellers. The Traveller that made the booking indemnifies the Organiser for all damages that arise as a result of not performing the obligations stipulated in this provision.

## **INFORMATION**

### **Article 4 - Information provided by the Organiser**

#### **4.1 Price**

Indicated prices are per person, unless specifically stated otherwise.

#### **4.2 Information during the booking process**

Before or immediately after the conclusion of the Contract the Organiser provides the Traveller the Contract including accepted preferences, information on the travel documents needed (passport, visa, etc.) and health related formalities. This information is based on the Dutch nationality.

#### **4.3 Travel documents**

During the Trip the Traveller shall possess the necessary Travel documents, such as a passport, visa, vaccination, etc.. Due to the great importance, the Traveller has to verify with the relevant authorities whether the information is 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. If the Traveller cannot execute the Trip or parts of it due to the absence of the required travel documents, the arising costs will be borne by the Traveller.

#### **4.4 Travel vouchers**

The travel vouchers (transport tickets, vouchers, etc.) will be sent to the Traveller 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 immediately.

#### **4.5 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 before the booking is made.

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

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

Before booking the Traveller who books the Trip provides all relevant information of the Travellers. In particular information that can be of influence to the health and safety of the Traveller or others. If the information provided is incorrect or incomplete the Traveller can be excluded from participation. In that case the Traveller will be charged cancellation costs in accordance with article 9 paragraph 2. Other costs arising from this will be borne by the Traveller as well.

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

Travellers with reduced mobility and the persons that accompany them, pregnant women, 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**

The down payment is 20% of the price of the Trip plus when applicable the full amount of flight tickets. The payment has to be received within 5 days after booking. If the Traveller has his habitual residence outside the European Union the aforementioned percentage of down payment shall be 40% and the down payment has to be received within 5 days after booking.

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

The remaining amount of the price of the Trip shall be paid at the latest 6 weeks before the start of the Trip. If the Trip is booked within 6 weeks before the start of the Trip, the full price shall be paid immediately after booking. In all circumstances full payment has to be received before the start of the Trip.

#### **6.3 Default and interest**

If the Traveller has not paid before the agreed term, 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 not paid before the final date, which was communicated by means of a formal Written 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.

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

As long as the Traveller has not paid the due amount, the Organiser can suspend sending the travel vouchers without further notice. 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 can 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 as stipulated in article 9 paragraph 2.

### **Article 7 – Transfer of the Trip**

#### **7.1 Conditions and notification**

A Traveller can transfer the Trip to another person who meets all conditions applicable to the Trip. 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 often not possible. Transfer of the whole Trip is then only possible if a new flight ticket is booked at the expense of the Traveller. The Traveller shall request the transfer at the latest 7 days before the start of the Trip.

#### **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 the price and additional costs that arise as a result of the transfer, including costs for the alteration.

### **Article 8 – Alteration requested 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**

Unless the Organiser states the alteration constitutes a rebooking, the change of the departure date constitutes a cancellation of the contract and the conclusion of a new contract. The cancellation policy as set out in article 9 paragraph 2 is applicable to the cancelled contract.

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

#### **9.1 Cancellation**

The Traveller can cancel the booking at any time before the start of the Trip. The cancellation shall be in Writing. The day of reception of the cancellation by the Organiser, shall constitute the cancellation date. When the reception occurs after 17.00h (Amsterdam-time) or outside of Working days, the next Working day shall be the day of reception of the cancellation.

#### **9.2 Cancellation costs**

The Traveller is obligated to pay the following amount:

- a. Until 84 days before the day the Trip commences: 20% of the price of the Trip.
- b. from 84 days up to 42 days before the day the Trip commences: 30% of the price of the Trip.
- c. from 42 days up to 28 days before the Trip commences: 60% of the price of the Trip.
- d. from 28 days up to 1 day before the Trip commences: 90% of the price of the Trip
- e. from 1 day before commencement: 100% of the price of the Trip

#### **9.3 Decreasing the number of travellers**

When decreasing the number of Travellers within in a booking, the Organiser can, at its own choice, charge either one of the following cancellation costs:

- 1) the standard cancellation costs as stipulated in paragraph 2 of this article;
- 2) the full price of the cancelled Trip minus any savings as a result of the cancellation.

#### **9.4 Cancellation costs when cancelling a rebooked Trip**

In the event the Traveller and Organiser rebook the Trip to a later moment the following applies: If the Traveller cancels the rebooked Trip, the cancellation costs shall at least be the amount the Traveller would have to pay if the Traveller would have cancelled the day of rebooking.

#### **9.5 Travel credits based on leniency policy**

If the Trip is cancelled by the Traveller and out of leniency travel credits are attributed to the Traveller, the following provisions apply (unless other provisions are communicated):

- the travel credit shall be used within one year after its issue.
- the new Trip has to commence within two years after the issue of the travel credit.
- the travel credit is personal and not transferable.
- the travel credit can only be used for the same Trip at a later moment.
- if the Trip is more expensive at a later moment, the price difference will be charged to the Traveller.

- If the Traveller cancels a Trip that is booked with travel credits that were issued out of leniency, the travel credit expires.

## **Article 10 – Alteration of the price**

### **10.1 Alteration of the price**

The Organiser can increase the price of the Trip until 20 days before the start of the Trip due to a price revision of:

- the cost of fuel or other power sources, 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 until 20 days before the start of the Trip as a consequence of changes in the exchange rate. The method for calculating the price revision shall be included in the Contract.

### **10.2 Termination by the Traveller**

If the price increase exceeds 8% of the Price of the Trip, the Traveller can terminate the Contract. In that case the paid price of the Trip is refunded to the Traveller.

### **10.3 Price reduction**

If the right to a price increase is agreed, the Traveller has a corresponding right to a price reduction. 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 Alteration**

The Organiser can unilaterally make changes to the Contract before the start of the Trip as far as these alterations are insignificant. These alterations will be communicated 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. The Traveller can accept the alteration or cancel the Contract without payment of cancellation costs. If cancelled, the paid price of the Trip is refunded to the Traveller. The Organiser may specify a reasonable period within which the Traveller has to communicate its choice. If the Contract is not cancelled within the specified period, the alteration shall be deemed accepted and the right to cancel the Contract expires.

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

### **12.1 Minimum number of Travellers**

The Organiser can cancel the Contract before the start of the Trip, if 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 not later than:

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

### **12.2 Cancellation due to Force Majeure**

The Organiser can cancel the Contract before the start of the Trip, in the event of force majeure, which is defined as unavoidable and extraordinary circumstances.

### **12.3 Refund of the price of the Trip – no compensation for damages**

In the aforementioned events, the Organiser will refund the payment of the Trip within 14 days and no compensation for damages is due. 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..

### **12.4 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 is incomplete or erroneous, the Organiser can cancel the Contract. The cancellation policy as set out in article 9 paragraph 2 is then applicable to the cancelled contract.

## **PERFORMANCE OF THE TRIP**

## **Article 13 – Responsibility & lack of conformity**

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

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

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

The Organiser shall inform the Traveller about alterations in the travel scheme. 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.

### **13.3 Duty to report about complaints**

The Traveller shall report to the Travel service provider and the Organiser in accordance with article 17 without undue delay about the lack of conformity of a Travel service specified in the Contract.

#### **13.4 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.

#### **13.5 Compensation**

If the lack of conformity cannot be solved, the Organiser (or Travel service provider) will discuss the situation with the Traveller and when appropriate offer compensation or an alternative. The Traveller is not entitled to compensation or an alternative when the lack of conformity is attributable to the Traveller.

### **Article 14 – Assistance**

#### **14.1 Obligation to provide assistance**

The Organiser provides assistance 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.

#### **14.2 Costs**

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

## **LIABILITY**

### **Article 15 Attribution, force majeure and limitations to liability**

#### **15.1 Attribution & force majeure**

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

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

#### **15.2 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 of personal injury of the Traveller or caused intentionally or with negligence of the Organiser.

#### **15.3 Limitations to liability based on international conventions and EU regulations**

If the Organiser is 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.

#### **15.4 Insured damage**

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

#### **15.5 Limitation period (verjaring)**

The period for introducing claims of the Traveller to compensation for damages and other claims is two years after the end of the Trip. If the Trip has not taken place the claim period ends two years after the planned date of departure.

#### **15.6 Expiration period (verval van recht)**

Without prejudice to the limitation period and the duty to complaint in timely manner, all claims for damages of the Traveller expire three years after the start of the Trip.

#### **15.7 No accumulation of compensation**

The Traveller is not entitled to double compensation. If compensation for damages is indebted based on international conventions or EU regulations the Traveller will not also receive compensation based on this contract.

## **OBLIGATIONS OF THE TRAVELLER**

### **Article 16 – Obligations of the Traveller**

#### **16.1 Behaviour and compliance with instructions**

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

#### **16.2 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 can 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 of the Traveller.

#### **16.3 Warning**

Before excluding the Traveller from participation an oral or Written warning is given. A warning is not required if this is not appropriate considering all circumstances of the case.

#### **16.4 Liability of the Traveller and indemnification**

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, other Travellers or third parties for damages that are caused by the Traveller or are attributable to him.

#### **16.5 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.

#### **16.6 Formal health requirements**

The Traveller has to fulfil all health requirements demanded by the country of destination and countries of transit. Governments can change these requirements at any time without prior announcement. The effects of these changes fall within the risk of the Traveller.

#### **16.7 Measures taken by Travel service providers**

Travel service providers can take all reasonable measures and require cooperation from the Traveller, amongst others to prevent and combat hazards, to reduce health risks, to prevent damage and/or to comply with government regulations. Non-compliance of the measures or instructions can lead to an exclusion of the Traveller from the Travel service and property.

#### **16.8 Use of property**

The Traveller shall use the provided property in a correct manner. Upon reception of the property the Traveller has to inspect it. Defects have to be notified immediately. The Traveller is liable for any damage, loss or theft of the provided property.

### **MISCELLANEOUS PROVISIONS**

#### **Article 17 - Complaints**

##### **17.1 Information**

Before the start of the Trip the Organiser provides emergency contact details of the Organiser.

##### **17.2 Report on site**

If the Traveller perceives that the Trip is not performed properly, he has to report the lack of conformity immediately 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 immediately be reported to the tour guide. 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 e-mail.

##### **17.3 Costs of communication**

The Traveller shall limit possible communication costs, amongst others by using e-mail.

##### **17.4 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 the Trip, in Writing and mentioning the reasons.

##### **17.5 Consequences of not reporting (on time) 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 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 18 – Miscellaneous provisions**

##### **18.1 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).

##### **18.2 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.

##### **18.3 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.

If the consumer has his habitual residence outside of the Netherlands at the time of booking, the following applies: Without prejudice to this choice of law, the consumer will be protected by mandatory provisions of the law of his country of residence when (cumulative):

- the Organiser directs his commercial activities regarding the Contracted Trip to the Country of residence of that consumer

- the contracted Travel services are partially or entirely provided in that country.

##### **18.4 Jurisdiction**

The court of law within whose working area the Organiser is established, shall have exclusive jurisdiction regarding the contract and all related matters, unless this conflicts with mandatory provisions of law. Additionally the Organiser may choose to file a law suit against the Traveller in the court district of their habitual residence.