



Package Travel Terms & Conditions –Version January 2020

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Article 1 - Definitions

Organizer: The trader who compiles the Travel Package and offers it - whether or not through a reseller. Organizer is also considered to be the trader who offers the Travel if it consists of only one Travel Service and the Conditions have been declared applicable to this.

Traveler: any person who wishes to enter into a Travel Agreement with the Organizer and any person who is entitled to travel under the Agreement;

Travel service: passenger transport, accommodation or another Tourist service, insofar as these services fall within the definition of article 7: 500 sub a Dutch Civil Code.

Travel Service Provider: the service provider who performs a part of the Travel Package on behalf of the Organizer, such as support staff (accommodation providers/ tour guides/ etc.).

Agreement: the Travel Package agreement including these Terms and Conditions whereby the Organizer commits to provide the Travel Package to the Traveler

Written: in writing or electronically, including by e-mail.

Conditions: these general conditions.

Travel Package: a Travel Package within the meaning of the law (Annex to the Directive (EU) 2015/2302).

Journey / Trip: a Travel Package or, in case the Conditions have been declared applicable to this, a single Travel Service.

Working days: Monday to Saturday, with the exception of public holidays recognized in the Netherlands, within office hours (8 am - 6 pm CET).

Article 2 - Applicability of conditions

2.1 Package Travel

These Conditions apply to all Package Travel offers offered by the Organizer or agreed with the Organizer and form an inseparable part thereof.

2.2 Linked travel arrangements

These Conditions could be declared applicable to Travel Services that are part of a linked travel arrangement. To any Travel Services that are not agreed directly with the Organizer, the conditions of the supplier of that Travel Service apply.

2.3 Travel services

These conditions could also be declared applicable to stand-alone Travel Services that do not constitute a Travel Package or linked travel arrangement. Article 7a of Book 7 of the Dutch Civil Code, which contains rules about package travel agreements and linked travel arrangements, does not apply in that case. These Travel Services are not protected in the event of the Organizer's insolvency, unless the offer explicitly states which party offers coverage in the event of the Organizer's insolvency.

2.4 Deviating and additional conditions

Different and additional conditions must be agreed in writing. Deviating provisions in the individual agreement take precedence over these Terms and Conditions.

THE BOOKING

Article 3 – Establishment of the Agreement

3.1 Content of the offer

The Travel Package includes the services and facilities as explicitly described in the offers and publications of the Organizer. The content of the offer is determined solely based on the information provided by or on behalf of the Organizer. Information in publications from Travel Service Providers are not part of the offer, regardless of whether an external link is included in the Organizer's offer. The travel time is stated in full days, the day of departure and arrival each being counted as a full day.

3.2 Non-binding offer

All offers made by the Organizer are without obligation and can be withdrawn by the Organizer in all cases up to 6 p.m. of the next Working Day without reason. This also applies when the Traveler has received an automatic confirmation of receipt of the booking.

3.3 Establishment of agreement

The Traveler establishes the Agreement through the acceptance of the Organizer's offer.

3.4 Obvious errors

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

3.5 Special wishes

In case the Traveler has indicated special wishes or preferences before or at the conclusion of the Agreement, no rights thereof can be derived, unless the Organizer has explicitly confirmed in writing to grant these wishes to the Traveler. Just the indication of special wishes or preferences with the booking request is insufficient to derive rights from it.

3.6 Special requirements

In case the Traveler notifies the Organizer of a 'requirement' at the latest when entering into the Agreement regarding a medical condition or other important interests, this is considered a suspensive condition for the establishment of the Agreement. The Organizer must reject the "requirement" within a reasonable time or confirm it and ensure that it is met. A period of 7 days is considered reasonable. If the Organizer rejects the requirement, no Agreement will be concluded. If the Organizer confirms the "requirement", the Agreement is established by sending confirmation. If there are additional costs associated with the requirements and these are known, the Organizer will make a new offer to the Traveler.

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 Confirmation of the booking

The Organizer will send a booking confirmation immediately after the trip has been confirmed, whether or not together with a (down payment) invoice.

3.9 Revocation by traveler

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

3.10 Minors

The Traveler booking the trip must be of age. If a minor (<18 years) travels without the persons who have custody of the minor, these persons must send a signed consent form within 7 days after the booking. In this case, in deviation from paragraph 3 of this article, the Agreement will only be definitively established after receipt of this statement by the Organizer.

3.11 Bookings 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 are only 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 consent of that person - to disclose relevant personal circumstances of those other Travelers who may influence 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 other Travelers with these Conditions and other relevant communication.

INFORMATION

Article 4 - Information by the Organizer

4.1 Travel sum

Prices quoted are per person, unless explicitly stated otherwise.

4.2 Information before booking

Before concluding the Agreement, the Organizer provides the completed standard information form (Annex to the Directive (EU) 2015/2302) and the other legally required information as stated in Article 7: 502 of the Dutch Civil Code.

4.3 Information by the Organizer at the time of booking or immediately thereafter

At the conclusion of the Agreement or immediately thereafter, the Organizer will provide the Traveler with the Agreement including the accepted special wishes of the Traveler and information about the required travel documents (passports, visas, etc.) and any formalities regarding health care and other legally required information.

4.4 Information by the Travel Organizer

Timely before the start of the Journey and at the latest when providing the travel documents, the Traveler will receive extensive information about the booked Journey, including information about the planned departure times, the time to check in, the planned stops and arrivals and, if appropriate, the name of the airline that performs the air transport.

4.5 Travel documents

During the entire Journey, the Traveler must be in possession of the travel documents that are required for the Journey, such as a passport, visas, vaccination certificates, etc. In view of the great importance of this, the Traveler must verify the general information provided by the Organizer with the relevant authorities and institutions for applicability, completeness and relevance. The Traveler must verify before the booking of the trip whether there is sufficient time to obtain the necessary travel documents in connection with the possible long processing time of a request for travel documents and in particular, any visa required. If

the Traveler is unable to make the Journey or does not make it in full due to the absence of valid, complete and correct travel documents, the resulting costs will be borne entirely by the Traveler.

4.6 Travel documents

The travel documents (transport tickets, vouchers, etc.) are sent to the Traveler on time and at the latest 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. Final departure times and arrival times are stated in the travel documents.

Article 5 - Information by the Traveler

5.1 Relevant information from the Traveler (s)

Before or at the conclusion of the Agreement, the Traveler who makes the booking provides all information relevant to the Journey and of other Travelers notified by him or her. In particular, this concerns information about the Travelers or the composition of the group if this possibly influences 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. Other costs arising from this are also for the account of the Traveler.

5.2 Reduced mobility, pregnant women, unaccompanied minors and illness

Passengers with reduced mobility and their companions, pregnant women, unaccompanied minors and Travelers with a disease that may have an effect on the Trip must report this to the Organizer in connection with possible consequences for the Journey 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 TRIP

Article 6 - Guarantee scheme and payment

6.1 STO Garant Guarantee Scheme

In order to meet its statutory obligation to provide a guarantee, Organizer makes use of the guarantee scheme provided by STO Garant. You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant (www.sto-garant.nl/en/members). You can find all information relating to STO Garant at www.sto-garant.nl/en.

Whether STO Garant's guarantee applies to a particular (travel) offer made by Organizer is clearly stated for that offer. The Guarantee Scheme specifies what the guarantee covers, and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.sto-garant.nl/en/downloads).

6.2 The payment procedure

If STO Garant's guarantee applies to your booking, you do not pay the booking sum to Organizer but instead into the escrow account belonging to Stichting Derdengelden Certo

Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of Organizer, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

6.3 Down payment

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

6.4 Remainder payment

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

6.5 Default and interest

If the Traveler does not pay within the aforementioned period or stated on the invoice, the Traveler will be in default- without any further notice of default being required - and will owe statutory interest on the outstanding amount from that date.

6.6 Collection costs

The Traveler is obliged to pay the extrajudicial collection costs if the Traveler has been fruitlessly reminded to pay within a period of fourteen days, starting the day after the reminder has been received stating the consequences of the failure to pay, including the exact collection costs to be charged. The extrajudicial collection costs amount to 15% of the amount claimed up to € 2500, 10% over the subsequent € 2500, 5% over the subsequent € 5000 and 1% over the excess, with a minimum of € 40.

6.7 Further consequences of non-payment

If the Traveler is in default, the Organizer can suspend the sending of the travel documents without further notice until full payment has been received. If payment is not received even after a reminder or if payment has not been made before the start of the trip, the Organizer has the right to exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Traveler from participation, the Organizer can cancel the Agreement and charge the cancellation costs to the Traveler. The provisions of this paragraph are without prejudice to other rights of the Organizer.

Article 7 - Substitution

7.1 Conditions and notification

A Traveler can transfer the Trip to another person who meets all the conditions attached to the Trip. The Traveler requests the Organizer no later than 7 days before the start of the Journey, at least with due observance of a reasonable period within which the necessary actions can be carried out, to replace the person. Transfer is only possible insofar as the conditions of the relevant Travel Service Provider allow. If airline tickets are part of the Journey, transfer of airline tickets is generally not possible. Transfer of the entire journey is then generally only possible if - at the expense of the Traveler - a new airline ticket is booked.

7.2 Joint and several liability and extra costs

The Traveler and the person taking over the Journey are jointly and severally liable for the payment of the amount still due and for any additional fees, surcharges and other costs arising from the substitution, including modification costs.

Article 8 - Change by the Traveler

8.1 Change

The Traveler who has booked the Trip may request the Organizer in writing to change the Agreement. The Organizer is not obliged to do this. The Organizer informs the Traveler of the new travel sum. If the Traveler agrees with 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 fees due.

8.2 Adjustment of departure date or number of travelers

A request to change the departure date is not a change, but a cancellation. Reducing the number of paying passengers is not a change, but a partial cancellation. The cancellation cost scheme of Article 9, paragraph 2 applies.

Article 9 - Cancellation by the Traveler

9.1 Cancellation

The Traveler can cancel the Agreement at any time before the start of the Trip. Cancellation must be in Writing. The date on which the Written cancellation notice is received by the Organizer applies as the cancellation date. If received after 6 p.m. or outside of Business Days, the following Business Day is considered the date of receipt.

9.2 Cancellation costs

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

- a) up to and including 42 days before the day of departure: the cancellation costs of the flight + 20% of the remaining part of the travel sum;
- b) from 41 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 28 days before the day of departure: 20% of the travel sum;
- b) from 27 days up to and including 15 days before the day of departure: 50% of the travel sum;
- c) from 14 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.

When reducing the number of people within a booking where not all agreed services can be reduced proportionally, the cancellation costs are the travel sum minus the actual cost savings. If applicable, income from actual alternative use of the released capacity is deducted from the cancellation costs.

Article 10 - Price change

10.1 Price change

The Organizer reserves the right to increase the travel sum in respect of Agreements already entered into 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, incurred by third parties who are not directly involved in the Trip. In the Agreement, the Organizer may reserve the right to increase the travel sum in respect of 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 Traveler

If the increase amounts to more than 8% of the travel sum, the Traveler has the right to terminate the Agreement. In that case, the Traveler is entitled to immediate reimbursement of the amounts paid. The Organizer offers the Traveler a reasonable period in which the termination of the Agreement must be notified in Writing. 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 is stipulated, the Traveler has the right to request a price reduction in accordance with the price revision method. An amount of 30 euros in administration costs will be deducted from the amount that the Traveler receives based on the possible price reduction.

Article 11 - Change by Organizer

11.1 Changes

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

11.2 Major changes

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

11.3 Change due to an agreed special wish

If the Organizer cannot or does not meet a reasonable effort to meet an agreed special wish of the Traveler, the Organizer can change the Journey on this part. In that case, the Traveler can accept the change or terminate the Agreement without payment of cancellation costs.

11.4 Term

In the event of major changes, the Organizer offers the Traveler a reasonable period in which the termination of the Agreement must be notified in Writing. If the Agreement is not terminated within the stipulated period, the change will be deemed accepted and the right to termination will lapse.

11.5 Price reduction

If the change results in a reduction in the quality or costs of the Journey, the Traveler is entitled to a suitable price reduction.

11.6 Notification

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

- the changes,
- the reasonable period within which the Traveler must notify the Organizer in Writing whether he or she wishes to terminate 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 applicable, the content of a replacement Journey or the amount of the appropriate price reduction.

11.7 Repayment of amounts paid

If the Traveler terminates the Agreement based on this article and the traveler does not accept a replacement package tour, the Organizer will immediately refund all amounts paid by or on behalf of the traveler to the Traveler within 14 days.

Article 12 - Cancellation by the Organizer

12.1 Cancellation

The Organizer may cancel the Agreement prior to commencement of the trip and reimburse the Traveler for all amounts paid for the Trip without being liable to pay compensation:

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

12.2 Reimbursement paid travel sum

In the above cases, the Organizer will refund amounts already received immediately and at the latest within 14 days. Not reimbursed are costs incurred by the Traveler for services that fall outside the Agreement such as vaccinations, visas, purchasing materials, insurance and, if not included in the Travel, the flight, tickets, accommodation, etc.

12.3 Termination due to the Passenger

In the event that the Traveler does not meet pre-set participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition or other relevant topics is provided by or on behalf of the Traveler, the Organizer has the right to terminate the Agreement. This is without prejudice to other rights of the Organizer.

DURING THE TRIP

Article 13 - Responsibility

13.1 Proper execution of the Journey

The Organizer is responsible for the performance of the Travel Services to which the Agreement relates, regardless of whether these Travel Services are performed by the Organizer himself or by another Travel Service Provider.

13.2 Changes in travel schedule and travel times

The Organizer will inform the Traveler about changes to the itinerary or travel times. If the Organizer is not aware of the place of stay, the Traveler will only be informed on the email address or mobile telephone number known to the Organizer.

Article 14 - Conformity & non-conformity

14.1 Conformity

The Organizer must implement the Agreement in accordance with the expectations that the Traveler may reasonably have based on the publications, the Agreement and the circumstances at the travel destinations.

14.2 Traveler's duty to complain

The Traveler shall immediately inform the Travel Service Provider and the Organizer in accordance with Article 18 (Complaints) of any non-conformity found by the Traveler during the performance of a Travel Service included in the Agreement.

14.3 Solution by the Organizer

The Organizer ensures that the reported non-conformity is resolved. The non-conformity does not need to be resolved if this is impossible or entails disproportionately high costs, taking into account the degree of non-conformity and the value of the relevant Travel Services.

14.4 Solution by the Traveler

If the non-conformity is not resolved within a reasonable period set by the Traveler, the Traveler has the option of resolving the non-conformity himself and requesting reimbursement for the expenses.

14.5 Alternative journey

If a substantial part of the Travel Services cannot be performed as agreed, the Organizer will offer a suitable alternative without additional costs for the Traveler. The Traveler is entitled to a price reduction if the alternative is of lower quality. The Traveler can only reject the alternative offered if it is not comparable or the price reduction is insufficient.

14.6 Termination by the Traveler in the event of significant consequences

If the non-conformity has significant consequences for the implementation of the Trip and the Organizer has not resolved it within a reasonable period set by the Traveler, the Traveler can cancel the Agreement without payment of cancellation costs. If the Agreement also includes transport, the Organizer also provides for immediate repatriation of the Traveler on equivalent transport at no additional costs, upon termination by the Traveler.

14.7 Price reduction and compensation

In the event of termination on the basis of the previous paragraph [termination of significant consequences] or in the event that the Agreement is not terminated and no alternatives are agreed upon, the Traveler is entitled to appropriate price reduction and appropriate compensation.

14.8 Price reduction conditions

If the Traveler is entitled to an appropriate price reduction, this only applies to the period in which there was non-conformity. The Traveler is in no case entitled to a price reduction to the extent that the non-conformity can be attributed to the Traveler.

Article 15 - Help and assistance

15.1 Compulsory assistance

The Organizer shall provide assistance and assistance to the Traveler without delay if the Traveler is in difficulty, in particular by providing good information on medical services, local authorities and consular assistance and assisting the Traveler in the use of remote communication and in finding alternative travel arrangements.

15.2 Costs

The Organizer will charge a reasonable fee for the help and assistance if the difficulties were caused by intent or negligence of the Traveler.

LIABILITY

Article 16 - Attribution, force majeure and liability exclusions

16.1 Attribution & force majeure

The Traveler is in no case entitled to compensation for damage incurred by the Traveler as a result of non-conformity, insofar as the non-conformity is due to:

- a) the Traveler;
- b) third parties who are not directly involved in the implementation of the Agreement and the non-conformity could not have been foreseen or prevented;
- c) unavoidable and extraordinary circumstances.

16.2 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 was caused by the Organizer's willful or negligent acts.

16.3 Liability exclusion under treaty or EU regulation

If the Organizer can be held liable for any damage, including damage resulting from the death or personal injury of the Traveler, this liability will in any case be limited or excluded to the limits permitted under the relevant international conventions and / or EU regulations that relate to individual travel services.

16.4 Insured damage

The Organizer is not liable for damage to the Traveler that is covered by insurance, such as health insurance, travel or cancellation insurance.

16.5 Limitation period

Any claim by the Traveler to compensation for damage will lapse two years after the Trip has taken place or if the trip did not take place two years after the scheduled start date.

16.6 No accumulation of fees

If for the same event compensation or compensation is due under international treaties or EU regulations, such as the Regulation on Air Passenger Rights in the event of denied boarding, cancellation or long-term delay, this compensation or compensation will not accumulate with the compensation or price reduction under this Agreement. The Organizer deducts the compensation or claim from the compensation or price reduction payable under this Agreement. For the above, it does not matter whether compensation or claim under international treaties or EU regulations is due by the Organizer or a travel service provider engaged by it.

OBLIGATIONS TRAVELER

Article 17 - Obligations Traveler

17.1 Behavior and follow-up of instructions

The Traveler must behave as a reasonably acting Traveler and is obliged to follow all instructions to promote the proper execution of the Journey of the Organizer and the Travel Service Providers.

17.2 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 or the Travel Service Provider has the right to deny the Traveler any further or partial participation in the Travel or Travel Service. In such a case, the Traveler is not entitled to a refund of funds. Further costs arising from this are for the account and risk of the Traveler.

17.3 Warning

Before proceeding to exclude participation, the Traveler is first given an oral or written warning. A warning is not required if this cannot be required of the Organizer or Travel Service Provider given the circumstances of the case, taking into account the behavior of the Traveler, the expected chance of improvement of the behavior, the effect on the Trip and other Travelers, the risk of damage and the safety of the Travelers and others.

17.4 Traveler liability

The Traveler is liable for damage caused by his behavior, non-compliance with the obligations in this article or damage that must otherwise be attributed to him. The Traveler indemnifies the Organizer against claims from Travel Service Providers or third parties involved in the Trip for damage caused by the Traveler or which must be attributed to him.

17.5 Checking the time of return trip

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

OTHER PROVISIONS

Article 18 - Complaints

18.1 Information

The Organizer will provide the contact details of the Organizer and, where appropriate, his local representative in the event of an emergency.

18.2 Report on the spot

If the Traveler believes that the Journey is not being carried out according to the Agreement, he must report this non-conformity immediately, but in any case during the Journey, to the relevant Travel Service Provider so that he can find a solution. If the tour guide of the Organizer 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 clearly reported to the Organizer. This notification can be done by:

- WhatsApp or text message to +31 6 2527 3307 or

- E-mail to info@kemetexperience.com (Working Days 8 am - 6 pm CET).

The Organizer sends the Traveler confirmation of the notification via the same medium and by e-mail.

18.3 Communication costs

The costs of the necessary communication with the Organizer are for the account of the Organizer. The Passenger should, as far as possible, limit costs by making use of internet calls, WhatsApp and e-mail.

18.4 Report unresolved complaint after return

All complaints that, according to the Traveler, are not or not fully resolved or compensated during the Trip, must be submitted to the Organizer in Writing and with reasons, at the latest within two months after returning. The Organizer is required to respond with motivation within one month of receiving the complaint.

18.5 Consequences of not reporting or not timely reporting the non-conformity or complaint

Not complaining or not complaining in time in accordance with the second paragraph [Report on the spot] of this article can influence the amount of a possible price reduction or compensation, unless the interests of the Organizer are not harmed by not complaining in time. Complaints that are not received in time after returning will not be accepted unless this is not reasonable in the circumstances of the case.

Article 19 - Other provisions

19.1 Rights of third parties

Subordinates, assistants and other third parties involved in the implementation of the Agreement may invoke vis-à-vis the Traveler the provisions of the Agreement and these Terms and Conditions (including the exclusions of liability).

19.2 Replacement provisions

If mandatory law precludes the validity of a provision in these Terms and Conditions or if a provision is annulled, that provision will be deemed to have been converted into a valid provision that is as close as possible to the original intention in content and scope.

19.3 Applicable law

Dutch law is exclusively applicable to the offer, the Agreement and the implementation of the Agreement, unless this is contrary to mandatory law. Without prejudice to this choice of law, a consumer is entitled to the protection afforded by the mandatory law of the country of his residence if the Organizer directs the commercial activities (including advertising) concerning the agreed Journey to the country of the consumer's residence, unless the services are not entirely, or only partly carried out that country.

19.4 Competent court

The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.