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Clause 1 - Definitions

Organizer: The trader who compiles the Trip and offers it - whether or not through a retailer. Organizer is also considered to be the trader who offers the Trip 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, rental of a motor vehicle or motorcycle, accommodation or another tourist service, insofar as these services fall within the definition of clause 7: 500 sub a Dutch Civil Code.

Travel Service Provider: the service provider who performs a part of the Trip, such as assistants (accommodation providers / carriers / external guides / etc.) of the Organizer.

Agreement: the agreement including these Terms and Conditions whereby the Organizer undertakes towards the Traveler to provide the Trip.

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

Conditions: these general Terms and Conditions.

Package tour: a package tour within the meaning of the law.

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

Working days: Monday to Friday, excluding public holidays recognized in the Netherlands, within working hours (9 am - 5 pm Dutch time).

Clause 2 - Applicability of general terms and conditions

2.1 Package Tours

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

2.2 Linked travel arrangements

These Conditions can also be declared applicable to Travel Services that are part of a linked travel arrangement. To Travel Services that have not been agreed with the Organizer the conditions of the supplier of that specific Travel Service are applicable.

2.3 Travel services

These conditions can also be declared applicable to stand-alone Travel Services that do not constitute a package tour or linked travel arrangement. Title 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 it is explicitly stated in the offer which party offers cover in the event of the Organizer's insolvency.

2.4 Deviating and additional conditions

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

THE BOOKING

Clause 3 - Establishment of agreement

3.1 Content offer

The Trip offered includes the services and facilities that are explicitly described in the offers and publications of the Organizer. The content of the offer is determined solely on the basis of 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 a link to it is included in the Organizer's offer. The stated travel time is indicated in whole days, the day of departure and arrival being counted as whole days.

3.2 Non-binding offer

All offers and offers made by the Organizer are without obligation and can be withdrawn by the Organizer in all cases up to 5 p.m. of the next Working Day without any given reasons. This also applies if the Traveler has received an automatic confirmation of receipt of the booking.

3.3 Realization agreement

The Agreement is established through the acceptance by the Traveler 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 declare. If there is reason to doubt the accuracy of the price or information, the Traveler must make inquiries.

3.5 Special wishes

If the Traveler makes certain preferences known before or at the establishment of the Agreement, rights can only be derived to the extent that these preferences have been accepted as a special wish through a written commitment from the Organizer to the Traveler that the preference will be granted. The single mention as preference on travel documents and the booking confirmation is insufficient.

3.6 Special requirements

If the Traveler notifies the Organizer of interests regarding the medical condition or other important interests and expresses them as a 'requirement' at the latest when entering into the Agreement, this is considered a condition precedent 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 established. 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 booked, whether or not together with a (deposit) invoice.

3.9 Revocation by traveler

A booking of the Trip 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 clause, the Agreement will only be definitively established after receipt of this statement by the Organizer.

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 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

Clause 4 - Information provided by the Organizer

4.1 Travel sum

The prices quoted are per person, unless explicitly stated otherwise.

4.2 Information prior to booking

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

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

At the establishment 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 tailored to Dutch nationality about the required travel documents (passports, visas, etc.) and any formalities regarding health and other legally required information.

4.4 Information provided by the Organizer prior to the trip

Timely prior to the start of the Trip and at the latest when providing the travel documents, 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 stops and arrival and, if applicable, the name of the airline that performs the air transport.

4.5 Travel documents (1)

During the entire Trip, the Traveler must have the travel documents required for the Trip, such as a passport, visas, vaccination certificates, etc. In view of 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 topicality. 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 cannot make the Trip or does not make it in full due to the absence of valid, complete and correct travel documents, the resulting costs will be entirely for the account of the Traveler.

4.6 Travel documents (2)

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 and arrival times are stated in the travel documents.

4.7 Information about insurance

The Organizer provides the Traveler with information about the possibility of taking out cancellation insurance and travel insurance before establishing the Agreement. The Organizer may require such insurance, provided that the Traveler has been notified of this in Writing prior to the establishment of the Agreement.

4.8 Explanation single room

The trips are offered by the Organizer on the basis of a shared double room, unless indicated otherwise. Should a situation arise as a result of the group composition, as a consequence of which the Traveler must be placed in a single room because there is no room to share, the Organizer will pass on the surcharge for this to the Traveler.

Clause 5 – Information provided 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 Trip and of other Travelers registered 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 clause 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

Travelers with reduced mobility and their companions, pregnant women, unaccompanied minors and Travelers with an illness that may have an effect on the Trip must report this to the Organizer when entering into the Agreement or in any case as soon as possible after the Traveler is aware of this, in connection with possible consequences for the Trip and air transport in particular. These

Travelers must themselves verify with the carrier whether a medical certificate is required to be allowed to travel.

PRIOR TO THE TRIP

Clause 6 – Payment ‘STO Garant’

To comply with legally required warranties, Travelmarks-photography uses ‘STO Garant’. You can check this via the STO Garant participant page (www.stogarant.nl/deelnemers). You can find all information about STO Garant at www.sto-garant.nl.

For each (travel) offer of Travelmarks-photography, it is clearly stated whether the STO Garant warranty applies. In the warranty arrangement you can read what the warranty entails, and which conditions apply. You can find this warranty arrangement on the STO Garant website (www.sto-garant.nl/downloads).

If the warranty from STO Garant applies to your booking, you do not pay the travel sum to Travelmarks-photography, but to the third-party fund account of ‘Stichting Dergengelden Certo Escrow’, a payment service provider registered at ‘De Nederlandsche Bank’ (DNB) and the Dutch Authority for the Financial Markets (AFM). This third-party fund foundation guarantees your travel sum until the end of your booking. If services are not provided (in full and/or on time) due to the financial inability of Travelmarks-photography, STO Garant will implement the warranty. In the warranty arrangement you can read how to claim in that case.

Clause 6.1 - Payment

6.1 Deposit

After the Agreement has been established, 20% of the travel sum must be paid within 14 days after receipt of the deposit invoice, with a minimum of € 50 per Traveler.

6.2 Remainder payment

The remainder of the travel sum must be paid no later than 6 weeks before the start date of the Trip. Upon establishment 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.

6.3 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.

6.4 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 that will be charged. The extrajudicial collection costs amount to 15% of the claim up to € 2500, 10% over the subsequent € 2500, 5% over the subsequent € 5000 and 1% over the excess, with a minimum of € 40.

6.5 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.

Clause 7 - Substitution

7.1 Conditions and notification

A Traveler can transfer the Trip to another person who meets all the conditions required for the Trip. The Traveler requests the Organizer no later than 7 days before the start of the Trip, 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 Trip, transfer of airline tickets is generally not possible. Transfer of the entire trip is 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 who takes over the Trip are jointly and severally liable for the payment of the remaining amount due and for any additional fees, surcharges and other costs arising from the substitution.

Clause 8 – Change by the traveler

8.1 Changes

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 costs of change 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 scheme of clause 9 paragraph 2 applies to this.

Clause 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 5 p.m. or outside of Working Days, the following Working Day is considered the date of receipt.

9.2 Cancellation costs

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.

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.

Clause 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 not directly incurred in the performance of third parties 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 sets the Traveler a reasonable period within which the Traveler must have made known In Writing whether he/she wishes to terminate 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 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 on the basis of the possible price reduction.

Clause 11 - Change by the Organizer

11.1 Changes

The Organizer has the right to unilaterally change the Agreement 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 Trip 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 payment of cancellation costs.

11.3 Change to an agreed special wish

If the Organizer is unable to meet an agreed special requirement of the Traveler or cannot do so with a reasonable effort, the Organizer may change the Trip on this part. In that case, the Traveler can accept the change or terminate the Agreement without payment of cancellation costs.

11.4 Termination period

In the event of major changes, the Organizer will set a reasonable period for the Traveler within which the Traveler must have notified the Organizer in Writing whether he/she terminates the Agreement. 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 of the quality or costs of the Trip, 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 of his/her decision whether 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 offered, the content of a replacement Trip or the amount of the appropriate price reduction.

11.7 Reimbursement of amounts paid

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

11.8 Compensation for rejection of the change

If the Trip is terminated and the cause of the change must be attributed to the Organizer, the Organizer offers the Traveler appropriate compensation. If the Trip is ended and the cause of the change must be attributed to the Traveler, the resulting damage will for the account of the Traveler. If the Trip is terminated and the cause of the change cannot be attributed to either the Traveler or the Organizer, the parties each bear their own damage.

Clause 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:

- 20 days before the start of the Trip for a Trip of 6 days or more.
- 7 days before the start of the Trip for a Trip of 2 to 6 days.
- 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 Traveler

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.

EXECUTION OF THE TRIP

Clause 13 - Responsibility

13.1 Proper execution of the Trip

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 itinerary 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 Traveler's whereabouts, the Traveler will only be informed by email or mobile telephone number known to the Organizer.

Clause 14 - Compliance & non-compliance

14.1 Compliance

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

14.2 Traveler's duty to complain

In accordance with clause 18, the Traveler shall immediately inform the Travel Service Provider and the Organizer of any non-compliance 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-compliance is remedied. The non-compliance does not need to be remedied if this is impossible or entails disproportionately high costs, taking into account the degree of non-compliance and the value of the relevant Travel Services.

14.4 Solution by the Traveler

If the non-compliance is not remedied within a reasonable period set by the Traveler, the Traveler has the option of remedying the non-compliance himself and requesting reimbursement of the expenses.

14.5 Alternative Trip

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-compliance has significant consequences for the implementation of the Trip and the Organizer has not remedied 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 transportation, the Organizer provides immediate repatriation of the Traveler with equivalent transportation 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-compliance. The Traveler is in no case entitled to a price reduction to the extent that the non-compliance can be attributed to the Traveler.

Clause 15 - Help and assistance

15.1 Compulsory assistance

The Organizer shall provide help 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

Clause 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-compliance, insofar as the non-compliance is due to:

- a. the Traveler;
- b. third parties who are not directly involved in the implementation of the Agreement and the non-compliance 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 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 will not accumulate with the compensation or price reduction under this Agreement. The compensation is deducted from the compensation or price reduction payable by the Organizer under this Agreement. For the above, it does not matter whether compensation under international treaties or EU regulations is due by the Organizer or a travel service provider engaged by it.

OBLIGATIONS TRAVELER

Clause 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 Trip 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 any kind. Further costs arising from this are for the account and risk of the Traveler.

17.3 Warning

Before proceeding to exclusion from 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 clause 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 the return trip

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

REMAINING PROVISIONS

Clause 18 - Complaints

18.1 Information

Before the start of the Trip the Organizer will provide the contact details of the Organizer in case of emergency and, where appropriate, his local representative.

18.2 Report on the spot

If the Traveler believes that the Trip is being carried out non-compliant, he must report this non-compliance immediately, but in any case, during the Trip, to the relevant Travel Service Provider so that he/she 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, text message, by telephone on working days considering Dutch office hours (9 am - 5 pm) or by e-mail. The Organizer sends the Traveler confirmation of the notification via the same means 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 Traveler must, as far as possible, limit costs by making use of online calls and e-mail.

18.4 Report unresolved complaints 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 with reasons included, at the latest within two months after returning. The Organizer is required to send a motivated response within one month of receiving the complaint.

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

Not complaining or not complaining in time in accordance with the second paragraph of this clause 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 processed unless this is not reasonable in the circumstances of the case.

Clause 19 - Remaining provisions

19.1 Rights of third parties

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

19.2 Provision replacement

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 applies exclusively 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 Trip to the country where the consumer is domiciled, unless the services are not provided in whole or in part in that country.

19.4 Competent court

The Dutch court has exclusive jurisdiction, unless this conflicts with mandatory law.