



**TRAVEL
MARKS
PHOTOGRAPHY**

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Article 1 - Definitions

Organiser: Travelmarks-Photography registered under Chamber of Commerce number 76003310.

Traveller: any person who wishes to conclude an agreement with the Organiser with regard to a Trip and any person who has the right to travel on the basis of the agreement;

Travel service: the services that are part of the trip, such as passenger transport, car rental, accommodation and excursions.

Travel service provider: the service provider who carries out a part of the Trip, such as accommodation providers, carriers, external guides, etc..

Agreement: the agreement that relates to the booked Trip, including these Terms and Conditions.

In writing: in writing or by electronic means, including by e-mail.

Conditions: these general terms and conditions.

Package: a package within the meaning of the law.

Travel: a package or if the Vear values apply to it declared a single Travel Service.

Workingdays: Monday to Friday, with the exception of public holidays recognized in the Netherlands, within working hours (9 am to 5 pm Dutch time).

Article 2 - Applicability of the conditions

2.1 *Package holidays*

These Terms and Conditions apply to all Package holidays offered by the Organiser or agreed with the Organiser.

2.2 *Travel service*

These terms and conditions may also be declared applicable to Travel Services that do not constitute a package holiday. Title 7a of Book 7 Burgerlijk Wetboek containing rules on package travel contracts does not apply in that case. These Travel Services are not protected in the event of insolvency of the Organiser, unless it is explicitly stated in the offer which party offers cover and this follows from the guarantee or insurance conditions.

2.3 *Deviating and additional terms and conditions*

Deviating and additional terms and conditions must be agreed upon unanimously and take precedence over these Terms.

THE BOOKING

Article 3 - Conclusion of the Agreement

3.1 *Offer content*

The Offered Trip only includes the services and facilities that are explicitly described in the offer and publications of the Organizer. Information in publications of travel providers are not part of the offer, regardless of whether a link to it is included in the offer of the Organizer. The stated travel time is indicated in whole days, with the day of departure and arrival being counted as whole days.

3.2 *Non-binding offer*

The offer of the Organizer is without obligation and can be revoked by the Organizer after acceptance until 17:00 of the next office day.

3.3 *The booking*

The Agreement is concluded as soon as the Traveler accepts the offer of the Organizer and subject to availability of the Trip.

3.4 *Obvious errors*

Any errors in the offer do not bind the Organizer. If there is a reason for doubt, the Traveler must inquire.

3.5 *Preferences*

No rights can be derived from preferences that the Traveler passes on, unless the Organizer has confirmed in Writing that he or she wishes to comply with the preference. The mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose.

3.6 *Special requirements*

If the Traveller makes medical requirements or other important interests known to the Organizer as a 'requirement' when booking, the Organizer will assess whether it can meet these requirements. If the Organizer cannot or does not want to meet the requirements, the Agreement will not be concluded. The Promoter may make a price change in connection with the specified requirements.

3.7 *Confirmation of the booking*

The Organizer will send a booking confirmation after the booking of the trip and the check of availability.

3.8 *Revocation by traveler*

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

3.9 *Minors*

The Traveler who books the trip must be an adult.

3.10 *Booking for other Travelers & communication*

The Traveler who books for other Travelers is jointly and severally liable for all obligations arising from this. The other Travelers are each liable for their own part. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Traveler who makes the booking. The Traveler who books the Trip for others is obliged to provide relevant personal circumstances of those other Travelers at the time of booking. The Traveler who books the Trip for others is obliged to provide those other Travelers with these Terms and other relevant communications. The Traveler who books the trip indemnifies the Organizer against damage as a result of non-compliance with the above obligations.

INFORMATION

Article 4 - Information by the Organiser

4.1 *Travel sum*

Stated prices are per person, unless explicitly stated otherwise.

4.2 *Information provided by the Organiser at the time of booking*

At the time of booking or immediately thereafter, the Organizer provides the Agreement to the Traveler including the accepted preferences of the Traveler and information tailored to the Dutch nationality about the necessary travel documents (passports, visas, etc.) and any health formalities.

4.3 *Travel documents*

The Traveler must have the necessary travel documents during the Trip, such as a passport, visa, vaccination certificates, etc. In view of the great importance of this, the Traveler must check with the official authorities whether the information is complete and up-to-date. The Traveler must check before booking the Requirement whether there is sufficient time to obtain the necessary travel documents. If the Traveler cannot make the Trip or cannot make it in full due to the lack of the correct travel documents, the costs will be borne by the Traveler.

4.4 *Travel documents*

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

4.5 *Insurance information*

The Organizer informs the Traveler of the possibility of taking out cancellation insurance and travel insurance. The Organizer may cancel such insurance if the Traveler has been informed of this before booking.

Article 5 - Information by the Traveler

5.1 *Relevant information of the Traveler(s)*

For the booking, the booking Traveler provides all relevant information about the registered Travelers. In particular, information that may affect the health or safety of the Traveler or others. If the information provided is incorrect or incomplete, the Traveler may be excluded from the name. The Traveler will then owe the cancellation costs in accordance with Article 9 paragraph 2. Other costs will also be borne by the Traveler.

5.2 *Reduced mobility, pregnant women and illness*

Passengers with reduced mobility and their companions, pregnant women 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 any consequences for the Trip and in particular the air transport. These Travelers must check with the carrier themselves whether a medical certificate is required to travel.

BEFORE THE TRIP

Article 6 – Payment

Article 6 – Payment STO Garant

Guarantee scheme STO Garant, in order to comply with the legally required guarantee, Travelmarks-photography uses STO Garant. You can check this via the STO Garant participants page (www.stogarant.nl/deelnemers). All information about STO Garant can be found on www.sto-garant.nl. With every (travel) offer of Travelmarks-photography it is clearly stated whether the guarantee of STO Garant applies. In the guarantee scheme you can read what the guarantee entails and which conditions apply. You can find this guarantee scheme on the website of STO Garant (www.sto-garant.nl/downloads).

If STO Garant's guarantee applies to your booking, you will not pay the travel sum to Travelmarks-photography, but to the trust account of Stichting Dergengelden Certo Escrow, a payment service provider registered with De Nederlandsche Bank (DNB) and the Netherlands Authority for the Financial Markets (AFM). This foundation for third-party funds guarantees your travel sum until after your booking has ended. If services are not provided (fully and/or on time) due to financial inability of Travelmarks-photography, STO Garant will carry out the guarantee. In the guarantee scheme you can read how you can claim this in that case.

6.1 *Deposit*

The deposit is 20% of the travel sum plus the full amount of any airline tickets. The deposit must be received within 14 days of booking.

6.2 *Payment*

The remainder of the travel sum must be paid no later than 6 weeks before the start of the Trip. When booking within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after the booking. In any case, the entire payment must be received before the start of the Trip.

6.3 *Absenteeism and interest*

If the Traveler does not pay within the agreed period, the Traveler is in default without further notice of default being required and the statutory interest is due on the outstanding amount.

6.4 *Collection costs*

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

6.5 *Further consequences of non-payment*

As long as the Traveler has not paid, the Organizer can keep the travel documents. If payment is not being paid after a reminder or if payment has not been made before the start of the trip, the Organizer may exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Traveler from participation, the Organizer can cancel the Agreement and charge the Cancellation Costs due for this as stipulated in Article 9 paragraph 2 to the Traveler.

Article 7 - Substitution

7.1 *Terms and Notice*

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

7.2 *Joint and several liability and additional costs*

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

Article 8 - Modification at the request of the Traveler

8.1 *Change*

The Traveler who has booked the Trip can request the Organizer to change the Agreement. The Organizer is not obliged to do so. The Organizer will inform the Traveler of the new travel sum. If the Traveler agrees 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 deducted from the change costs due.

8.2 *Change of departure date*

Unless the Organizer indicates that there is a rebooking, the change in the departure date constitutes the cancellation of the existing agreement and the conclusion of a new agreement. The cancellation scheme of Article 9 applies to the cancelled agreement.

Article 9 - Cancellation by the Traveler

9.1 *Cancellation*

The Traveler can cancel the booking before the start of the Trip. Cancellation must be made in Writing. The date on which the cancellation is received by the Organizer shall be deemed to be the moment of cancellation. In case of receipt after 17.00h or outside working days, the next Working Day is seen as the date of receipt.

9.2 *Cancellation*

If a flight is included in the Trip, the Traveler will owe the following amounts in the event of cancellation:

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 to 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 to 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 to 22 days before the day of departure: 50% of the travel sum; c. from 21 days to 7 days before the day of departure: 75% of the travel sum; d. from 6 days before departure: 100% of the travel sum.

9.3 *Reduction in the number of passengers*

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

1. the standard cancellation costs referred to in paragraph 2 of this Article, or;
2. the entire travel sum of the cancelled person minus the cost savings resulting from the cancellation.

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

It is possible that the Traveler and Organizer rebook the trip to a later time. If the Traveler cancels the rebooked trip, the cancellation fee will be at least the amount that would have been due if cancelled on the date of rebooking.

(example: 14 days before the start of the original trip, the trip is rebooked to 1 year later. 6 months before the start of the rebooked trip, the traveler cancels because he no longer wishes to travel. The cancellation costs would amount to 20% of the travel sum according to Article 9.2. The cancellation fee would be 75% of the travel sum if cancelled on the date of rebooking. In this case, 75% of the travel sum counts as cancellation costs.)

9.5 *Travel credits issued out of leniency*

If a Trip has been cancelled by the Traveler and a travel credit is granted out of leniency, the following applies (unless other conditions are communicated by the Organizer):

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

Article 10 – Price change

10.1 *Price change*

The Organizer may increase the travel sum up to 20 days before the start of the Trip as a result of price changes in:

- cost of fuel or other energy sources, or
- taxes or fees of third parties not directly involved in the execution of the Trip. The Organizer may include in the Agreement that he can increase the travel sum up to 20 days before the start of the Trip on the basis of changes in exchange rates. The Agreement shall include the method of price recalculation on the basis of the exchange rate.

10.2 *Termination by Traveler*

If the price increase is more than 8% of the travel sum, the Traveler can terminate the Agreement and the Traveler will get the paid travel sum back.

10.3 *Reduction*

If the right to a price increase has been agreed, the Traveler has a corresponding right to a price reduction. From the amount that the Traveler is entitled to, 30 euros administration costs will be deducted.

Article 11 - Modification by the Organizer

11.1 *Modification*

The Organizer can unilaterally make small changes and make small changes to the Trip before the start of the Trip. The Traveler will be informed of this.

11.2 *Major changes*

If necessary, the Organizer may radically change the main characteristics before the start of the Trip. This also includes offering an alternative Trip. The Traveler can accept the change or terminate the Agreement without payment of cancellation costs. Upon termination, the travel sum paid by the Traveler will be refunded. The Organizer may set the Traveler a reasonable period within which the Traveler must make his choice clear. If the Agreement is not terminated within the stipulated period, the change shall be deemed accepted and the right to termination shall lapse.

Article 12 - Cancellation by the Organiser

12.1 *Cancellation due to minimum quantities*

The Organizer may cancel the Agreement before the start of the Requirement if the number of registrations is less than the minimum number stated in the Agreement and the Traveler is informed, at the latest:

- 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.

12.2 *Cancellation due to force majeure*

The Organizer may cancel the Agreement before the commencement of the Requirement if the Organizer is unable to perform the Agreement due to unavoidable and extraordinary circumstances.

12.3 *Reimbursement of travel sum paid – no compensation*

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

12.4 Cancellation due to the actions of the Traveller

If the Traveler does not meet predetermined participation requirements or if incorrect or incomplete information about the Traveler has been provided, the Organizer may cancel the Agreement. The Traveler will then owe cancellation costs as stipulated in Article 9 paragraph 2.

EXECUTION OF THE TRIP

Article 13 – Responsibility & shortcomings

13.1 Good execution of the Trip

The Organizer is responsible for the performance of the agreed claim services, regardless of whether these are performed by the Organizer itself or by another claim service provider. The Organizer must execute 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 destination.

13.2 Changes in itinerary and travel times

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

13.3 Passenger's duty to complain

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

13.4 Resolution by the Organizer

The Organizer ensures that shortcomings are remedied. A shortcoming does not need to be remedied if it is impossible or involves disproportionately high costs.

13.5 Compensation

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

Article 14 - Aid and assistance

14.1 Compulsory assistance

The Organizer will provide the Traveler with assistance and assistance if the Traveler is in difficulty, in particular by providing good information about medical services, local authorities and consular assistance and by assisting the Traveler in the use of distance communication and in finding alternative travel arrangements.

14.2 Costs

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

LIABILITY

Article 15 - Attribution, force majeure and exclusions of liability

15.1 Attribution & force majeure

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

- a. the Traveler;

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

15.2 Exclusion of liability

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

15.3 Exclusion of liability under treaty or EU regulation

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

15.4 Insured damage

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

15.5 Barred

The Traveler's claim for compensation for damages and other claims of the Traveler shall become time-barred two years after the Trip has taken place. If the Trip did not take place, it will become time-barred two years after the planned date of commencement.

15.6 Forfeiture of rights

Without prejudice to the limitation period and the obligation to complain in time, any claim by the Traveler for compensation for damages will lapse three years after the start date of the Trip.

15.7 No double compensation

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

TRAVELLER'S OBLIGATIONS

Article 16 - Obligations of the Traveler

16.1 Behavior and follow-up of instructions

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

16.2 Consequences of non-compliance – exclusion from participation

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

16.3 Warning

Before the Traveler is excluded from participation, the Traveler first receives an oral or written warning. A warning is not required if this is not appropriate given the circumstances.

16.4 Traveler's liability and indemnification

The Traveler is liable for damage caused by his behavior, non-compliance with the obligation and in this article or damage that must otherwise be attributed to him. The Traveler indemnifies the Organizer against claims of those involved in the Trip, other Travellers or third parties for damage caused by the Traveler or attributable to him.

16.5 *Check time return journey*

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

16.6 *Formal health requirements*

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

16.7 *Measures taken by Travel Service Providers*

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

16.8 *Materials*

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

OTHER PROVISIONS

Article 17 - Complaints

17.1 *Information*

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

17.2 *Reporting on the spot*

If the Traveler believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that he can offer a solution. If tour guide of the Organizer is on site, the complaint must also be reported immediately to the tour guide. If there is no tour guide on site, the complaint must also be reported to the Organizer. This notification can be made by Whatsapp, SMS text message, by telephone or on Working Days under Dutch office hours (9-17h) also by e-mail.

17.3 *Communication costs*

The Traveler must limit any communication costs by, among other things, using calling via the internet, WhatsApp and e-mail.

17.4 *Report an unresolved complaint after return*

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

17.5 *Consequences of not or not timely reporting the shortcoming or complaint*

Failure to complain or not complaining in time in accordance with the second paragraph [Reporting on the spot] of this article may affect the amount of any compensation, unless the interests of the Organizer have not been harmed by the late complaint. Complaints that have not been received in time after return will not be dealt with, unless this is not reasonable in the circumstances of the case.

Article 18 - Other provisions

18.1 *Rights of third parties*

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

18.2 *Replacement provisions*

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

18.3 *Applicable law*

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law.

If the consumer lives outside the Netherlands at the time of booking, the following applies: Despite the choice of law, the consumer is entitled to the protection afforded to him by the mandatory law of the country of his domicile if (cumulatively):

- the Organizer directed the commercial activities for the agreed Trip to the country where the consumer is domiciled, and;
- the agreed travel services are provided in part or in full in that country.

18.4 *Competent court*

The court within whose area of activity the organizer's place of business is located has exclusive jurisdiction to take cognizance of disputes regarding the Agreement and what is related to it, unless this is contrary to mandatory law. The Organizer is also permitted to take the Traveler to court in her place of residence.