



TRAVEL CONDITIONS

Version 1.0 June 2021

Article 1 - Definitions

Arranger: The trader who puts together the Trip and offers it - whether or not through a reseller. The trader offering the Trip will also be regarded as the Organiser if it consists of only one Travel Service and these Conditions have been declared applicable to it.

Traveler: any person who wishes to conclude a contract with the Organiser concerning a Trip and any person who is entitled to travel according to the Agreement;

Travel service: rental of accommodation, bicycle, or other tourist services, insofar as these services fall within the definition of article 7:500 sub a Civil Code.

Travel Service Provider: the service provider that performs any part of the Trip, such as auxiliary persons (accommodation providers/bike rental company/caterer/transfers/external guides/etc.) of the Organizer.

Agreement: the agreement including these Terms and Conditions whereby the Organiser undertakes to the Traveller to provide the Trip.

In writing: in writing or by electronic means including by email.

Terms and Conditions: these general terms and conditions.

Package holiday: a package holiday within the meaning of the Act.

Trip: a Package Trip or if the Terms have been declared applicable to it a single Travel Service.

Article 2 - Applicability of conditions

2.1 **Package tours**

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

2.2 **Linked Travel Packages**

These Terms and Conditions may also be declared applicable to Travel Services that are part of a linked travel arrangement. Travel Services not agreed with the Organizer are subject to the terms and conditions of the supplier of that Travel Service.

2.3 **Travel Services**

These terms and conditions may also be declared applicable to stand-alone Travel services that do not form a package holiday or linked travel arrangement. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel agreements and linked travel arrangements, will in that case not apply. These Travel Services are not subject to protection in the event of the Organizer's insolvency unless the offer expressly states which party provides cover in the event of the Organizer's insolvency.

2.4 **Deviating and additional conditions**

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



THE BOOKING

Article 3 - Conclusion of Agreement

3.1 **Content of offerings**

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

3.2 **Non-binding offer**

All offers and quotations by the Organizer are without obligation and, after acceptance, may in all cases be withdrawn by the Organizer without explanation until 17.00 on the next Working Day. This also applies if the Traveller has received an automatic confirmation of receipt of the booking. An offer is valid for a maximum of 14 days.

3.3 **Conclusion of agreement**

The Agreement is formed by the acceptance by the Traveler of the Organizer's offer.

3.4 **Obvious errors**

Obvious errors in the offer are not binding on the Organizer. This concerns the offer of a price, the content of the service offered, or other information which, because of all the circumstances, the Traveller could not reasonably expect the Organizer to have stated. If there is reason to doubt the accuracy of the price or information, the Traveller should make inquiries.

3.5 **Special wishes**

If the Traveller makes known certain preferences before or upon entering into the Agreement, rights may only be derived from these preferences in as far as these preferences have been accepted as special requests using a written promise by the Organizer to the Traveller that the preference will be honored. The mere mention of a preference on travel documents and the booking confirmation is insufficient for this purpose.

3.6 **Special Requirements**

If the Traveller notifies the Organizer of requirements relating to medical conditions or other important interests at the latest upon commencement of the Agreement, this will be regarded as a condition precedent to the Agreement. The Organizer must reject or confirm the 'requirement' within a reasonable period and ensure that it is met. A period of 7 days is in any case considered reasonable. If the Organizer rejects the requirement, no Agreement will be concluded. If the Organizer confirms the 'requirement', then by sending the confirmation the Agreement will be concluded. If additional costs are associated with the requirements and these are known, the Organizer will make the Traveller a new offer.

3.7 **Confirmation receipt of booking**

If acceptance by the Traveller is made by electronic means, the Organizer will confirm receipt of the acceptance sent by the Traveller.

3.8 **Confirmation of booking**

The Organizer will send a booking confirmation together with a (deposit) invoice without delay after the booking of the trip.

3.9 **Cancellation by the 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 the authority over the minor, these persons must send a signed declaration of consent within 7 days after booking. In this case, in deviation from paragraph 3 [Realization agreement] of this article, the agreement only becomes final upon receipt of this statement by the Organizer.

3.11 Books for other Travelers & communications

The Passenger who enters into an Agreement on behalf of or for the benefit of one or more other Passengers shall be jointly and severally liable for all obligations arising therefrom. The other Travellers are each liable for their own part. The confirmation, invoice, travel documents, and all other communications will be sent only to the Traveler making the booking. The Traveller who books the Trip on behalf of or for the benefit of others is obliged - with that person's consent - to disclose relevant personal circumstances of those other Travellers that may affect the performance of the Agreement at the time of notification. The Traveller who books the Trip on behalf of or for the benefit of others is obliged to provide those other Travellers with these Conditions and other relevant communications.

INFORMATION

Article 4 - Information by the Organizer

4.1 Travel sum

Prices listed are per person unless specifically stated otherwise.

4.2 Information before booking

Before the conclusion of the Agreement, the Organizer shall provide 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 provided by the Organiser at the time of booking or without delay thereafter

Upon entering into the Agreement or immediately thereafter, the Organizer shall provide the Traveller the Agreement including the accepted special wishes of the Traveller and information tailored to Dutch nationality about the necessary travel documents (passports, visas, etc.) and any health formalities and other information required by law.

4.4 Information by the Organizer for the Trip

In good time before the Trip begins and at the latest when the travel documents are issued, the Passenger will receive detailed information about the booked Package Trip.

4.5 Travel Documents

The Traveller must have the necessary travel documents for the entire Journey, such as a passport, visas, vaccination certificates, etc. Because of the great importance of this, the Traveller must check the general information provided by the Organiser on this subject with the relevant authorities and institutions for applicability, completeness, and timeliness. Before booking the trip, the Traveller must check whether there is sufficient time to obtain the necessary travel documents in connection with the possible long processing time for an application of travel documents and in particular any required visa. If the Traveller cannot make the trip, or cannot make it in full, due to the lack of valid, complete, and correct travel documents, the resulting costs shall be borne entirely by the Traveller.



4.6 Travel documents

Any travel documents (transfer tickets, vouchers, etc.) will be sent to the Traveller in good time and at least 7 days before departure unless the invoice has not yet been paid in full. If the Traveller has not received the travel documents 5 days before departure, he must immediately inform the Organiser. Definitive departure and arrival times are stated in the travel documents.

4.7 Insurance information

Before the conclusion of the Agreement, the Organiser will provide the Traveller with information about the possibility of taking out cancellation insurance and travel insurance. The Organiser may require such insurance, provided that the Traveller has been informed of this in writing before the conclusion of the Agreement.

Article 5 - Information by the Traveller

5.1 Relevant information from the Traveler(s).

Before or at the time of concluding the Agreement, the Traveller making the booking shall provide all information relevant to the Trip of himself/herself and the other Travellers he/she has notified. In particular, this concerns information about the Travellers or the composition of the group if this could possibly affect the health or safety of the Traveller or others during the Trip. If the information provided is incorrect or incomplete, this may result in the Traveller being excluded from participation by the Organiser or Travel Service Providers. The Traveller will in that case owe the cancellation costs in accordance with Article 9, paragraph 2 [cancellation costs]. Other resulting costs shall also be borne by the Traveller.

5.2 Reduced mobility, pregnant women, unaccompanied minors and illness Travellers with reduced mobility and their carers, pregnant women, unaccompanied minors, and Travellers with an illness that may affect the Trip must inform the Organiser at the time of concluding the Agreement or in any event as soon as possible after the Traveller becomes aware of this in connection with any consequences for the Trip and in particular the air transport. Such Travellers must themselves verify with the carrier whether a medical certificate is required to travel.

BEFORE THE JOURNEY

Article 6 - Payment

6.1 STO Guarantee scheme

To comply with the legally required guarantee, Bike Villas Travel uses STO Garant. You can check this via the STO Garant participant page (www.stogarant.nl/deelnemers). All information on STO Garant can be found at www.sto-garant.nl. Each of Bike Villas Travel's (travel) offers will clearly state whether the STO Garant guarantee applies. The guarantee scheme explains what the guarantee entails and what conditions apply. You will find this guarantee scheme on the STO Garant website (www.sto-garant.nl/downloads). If the STO Guarantee applies to your booking, you will not pay the travel sum to Bike Villas Travel, but to the third party account of Stichting Dergengelden Certo Escrow, a payment service provider registered with De Nederlandsche Bank (DNB) and the Authority for the Financial Markets (AFM). This third-party funds foundation guarantees your travel sum until after your booking has been completed. If due to the financial insolvency of Bike Villas Travel, services are not provided (in full and/or on time), STO Garant will implement the guarantee. In the guarantee regulation, you can read how to make a claim in that case.

6.2 Down payment

After the Agreement has been concluded, 50% of the travel sum must be paid within 14 days of receipt of the deposit invoice, with a minimum of € 100 per Traveller.



6.4 Residual payment

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

6.5 Default and interest

If the Passenger fails to pay within the period specified above or on the invoice, the Passenger shall be in default without further notice of default being required and shall owe the statutory interest on the outstanding amount from that time.

6.6 Collection costs

The Passenger shall be obliged to pay extrajudicial collection costs if the Passenger has been given the notice to pay within fourteen days, commencing on the day after receipt of the notice, stating the consequences of non-payment, including the exact collection costs claimed. The extrajudicial collection costs are 15% of the amount claimed up to €2500, 10% over the next € 2500, 5% over the next € 5000, and 1% over the remainder, with a minimum of € 40.

6.7 Further consequences of failure to pay

If the Traveller is in default, the Organiser may suspend sending the travel documents without further notice until full payment has been received. If payment is not made even after a reminder or if payment is not made before the start of the trip, the Organiser is entitled to exclude the Traveller from participation. The obligation to pay will remain in place. Instead of excluding the Traveller from participation, the Organiser may cancel the Agreement and charge the Traveller the cancellation fee owed for this. The provisions of this paragraph are without prejudice to other rights of the Organiser.

Article 7 - Replacement

7.1 Conditions and Notification

A Traveller may transfer the Trip to another person who fulfills all the conditions associated with the Trip. The Traveler shall request the Organizer to substitute the person not later than 7 days before the start of the Trip, at least taking into account a reasonable period within which the necessary actions can be carried out.

The transfer is possible only to the extent that the terms and conditions of the relevant Travel Service Provider to allow this. If flight tickets are part of the Trip, transfer of the flight tickets is generally not possible. Transfer of the entire trip is then, as a rule, only possible if -at the expense of the Traveler- a new airline ticket is booked.

7.2 Joint and several liabilities and additional costs

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

Article 8 - Changes by the Traveller

8.1 Modification

The Traveler who has booked the Trip may request in writing that the Organizer Agreement. The Organiser is not obliged to do so. The Organiser will inform the Traveller of the new travel price. If the Traveller agrees with the costs of the change, the new fare and change fee is due. If the new fare is less than the original fare, the difference will be settled with the change fee due.

8.2 Change of departure date or number of travelers

A request to change the departure date does not constitute a modification, but a cancellation. A reduction in the number of paying passengers does not constitute a modification, but a partial cancellation. This is subject to the cancellation regulation in Article 9 paragraph 2 [cancellation costs].



Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Traveler may cancel the Agreement at any time before the start of the Trip. Notice of termination must be given in writing or by email. The date on which the written notice or email is received by the Organiser shall be deemed to be the date of termination. If received after 17.00 or outside Business Days, the next Business Day will be considered the date of receipt.

9.2 Cancellation fees

- For cancellations from 365 days before the start date, 10% of the package price;
- For cancellations within 182 and 364 days before the start date, 30% of the package price;
- For cancellations within 122 and 181 days before the start date, 70% of the package price;
- If canceled between 61 and 121 days before the date of departure, 80% of the package price
- If you cancel between 1 and 60 days before the first day of your stay, 95% of the package price;
- If you cancel on or after the day of arrival, 100% of the package price.

-In the event of a reduction in the number of persons within a booking whereby not all of the agreed services can be reduced proportionately, the cancellation costs payable shall be the travel sum minus the actual cost savings. If applicable, income from actual alternative use of the vacated capacity shall be deducted from the cancellation charges.

Article 10 - Price change

10.1 Price change

The Organizer reserves the right, concerning already committed Agreements up to 20 days before the day of departure to increase the fare as a result of price changes in costs of fuel or other energy sources and/or taxes or fees from third parties not directly involved in the implementation of the Trip. The Organizer may reserve the right in the Agreement to increase the fare in respect of Agreements already entered into up to 20 days before the day of departure due to 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 Traveller shall be entitled to terminate the Agreement. In that case, the Traveller is entitled to an immediate refund of the amounts paid. The Organiser will grant the Traveller a reasonable period within which the Traveller must state in writing whether he terminates the Agreement. If the Agreement is not terminated within the specified period, the price increase will be deemed to have been accepted and the right to termination will lapse.

10.3 Price Reduction

If the right to increase prices has been stipulated, the Passenger shall be entitled to request a price reduction in accordance with the price revision method. The amount to which the Passenger is entitled based on the possible price reduction shall be subject to an administration charge of EUR 30.

Article 11 - Changes by the Organizer

11.1 Amendments

The Organiser is entitled to unilaterally change the Agreement before the start of the Trip, insofar as the changes are not substantial. The Traveller will be informed of this in writing and in a clear manner.

11.2 Significant Changes

If necessary, the Organiser may make substantial changes to the main features of the Agreement before the commencement of the Trip. This also includes offering an alternative Journey that, if reasonably possible, is of at least equal quality. The Traveller may in this case accept the change or terminate the Agreement without payment of cancellation fees.



11.3 Change to an agreed special wish

If the Organizer cannot, or cannot with reasonable effort, meet an agreed special requirement of the Traveller then the Organizer may change the Trip in this respect. The Traveller may in such a case accept the change or terminate the Agreement without payment of a cancellation fee.

11.4 Term

If the changes are substantial, the Organiser will grant the Traveller a reasonable period within which the Traveller must have indicated in writing to the Organiser whether the Agreement is to be terminated. If the Agreement is not terminated within the specified period, the change will be deemed to have been accepted and the right to termination will lapse.

11.5 Price Reduction

If the change results in a reduction in the quality or cost of the Trip, the Traveler shall be entitled to an appropriate price reduction.

11.6 Notification

In the event of significant changes, the Organizer shall promptly notify the Traveler of:

- the changes,
- the reasonable period within which the Traveller must notify the Organiser in writing of its decision whether to terminate the Agreement,
- the consequence that if the Passenger does not reply in time the change is considered accepted and the right to termination lapses.
- if offered, the content of a substitute Trip or the amount of the appropriate price reduction.

11.7 Reimbursement of amounts paid

If the Traveler terminates the Agreement according to this Article and the Traveler does not accept a substitute package tour, the Arranger shall promptly refund to the Traveler all amounts paid by or on behalf of the Traveler, and no later than 14 days.

Article 12 - Cancellation by the Organizer

12.1 Termination

The Organizer may terminate the Agreement before the commencement of the Trip and refund to the Traveler all amounts paid for the Trip without incurring any compensation:

(a) if the number of registrations is less than the minimum number specified in the Agreement and the Passenger 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 shall mean unavoidable and extraordinary circumstances.

12.2 Reimbursement of the paid travel sum

In the above cases, the Organiser will refund any sums already received without delay and at the latest within 14 days. Not reimbursed are costs incurred by the Traveller for services outside the scope of the Agreement such as vaccinations, visas, purchase of equipment, insurance and, if not included in the Trip, air travel, tickets, accommodation, etc.

12.3 Termination through the fault of the Traveller

If the Traveller does not comply with prior participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition, or other relevant subjects is provided by or on behalf of the Traveller, the Organiser is entitled to terminate the Agreement. This is without prejudice to other rights of the Organiser.



EXECUTION OF THE TRIP

Article 13 - Responsibility

13.1 **Proper execution of the Trip**

The Organizer shall be responsible for the performance of the Travel Services covered by the Agreement, whether such Travel Services are performed by the Organizer itself or by another Travel Service Provider.

13.2 **Changes in itinerary and travel times**

The Organizer will inform the Traveller about changes in the itinerary or travel times. If the Organizer is not aware of the place of stay, the Traveler will only be informed at the email address or cell phone number known to the Organizer.

Article 14 - Conformity & non-conformity

14.1 **Conformity**

The Organizer must perform the Agreement in accordance with the expectations that the Traveler might reasonably have based on the publications, the Agreement, and the conditions at the travel destinations.

14.2 **Traveller's duty to complain**

The Traveller shall promptly notify the Travel Service Provider and the Organizer, in accordance with Article 18[complaints], of any non-conformity that the Traveller has discovered during the performance of a Travel Service included in the Agreement.

14.3 **Resolution by the Organizer**

The Organizer shall ensure that the reported non-conformity is remedied. The non-conformity need not be remedied if this is impossible or involves disproportionately high costs, taking into account the degree of non-conformity and the value of the Travel Services concerned.

14.4 **Solution by the Passenger**

If the non-conformity is not remedied within a reasonable period set by the Traveler, the Traveler has the option to remedy the non-conformity himself and request a refund of expenses.

14.5 **Alternate trip**

If a significant part of the Travel Services cannot be performed as agreed, the Organizer shall offer a suitable alternative, at no additional cost to the Traveler. The Traveller is entitled to a price reduction if the alternative is of lower quality. The Traveller may reject the offered alternative only if it is not comparable or the price reduction is insufficient.

14.6 **Termination by the Traveller in the event of significant consequences**

If the non-conformity has significant consequences for the implementation of the Trip and the Organizer has not remedied it within a reasonable period set by the Traveller, the Traveller may terminate the Agreement without payment of cancellation fees. If the Agreement also includes transport, then the Organizer will also provide for the immediate repatriation of the Traveller with equivalent transport at no additional cost in the event of termination by the Traveller.

14.7 **Price Reduction and Compensation**

In the event of termination under the previous paragraph [termination significant impact] or if the Agreement is not terminated and no alternatives have been agreed upon, the Passenger shall be entitled to an appropriate price reduction and appropriate compensation.

14.8 **Conditions of price reduction**

If the Passenger is entitled to an appropriate price reduction, this shall apply only to the period during which there was a non-conformity. The Passenger shall in no case be entitled to a price reduction insofar as the non-conformity is attributable to the Passenger.



Article 15 - Help and assistance

15.1 Mandatory Assistance

The Organiser shall provide immediate help and assistance to the Traveller if the Traveller is in difficulty, in particular by providing proper information on medical services, local authorities, and consular assistance and assisting the Traveller in using remote communication and in finding alternative travel arrangements.

15.2 Costs

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

LIABILITY

Article 16 Attribution, force majeure, and liability exclusions

16.1 Attribution & Force Majeure

In no event shall the Passenger be entitled to compensation for damages incurred by the Passenger as a result of non-conformity, insofar as the non-conformity is attributable to:

- a. The Passenger;
- b. third parties not directly involved in the performance of the Agreement and the non-conformity could not be foreseen or prevented;
- c. unavoidable and extraordinary circumstances.

16.2 Liability exclusion

Any liability of the Organizer for damages is limited to three times the travel price unless the damages result from the death or personal injury of the Traveler or the damages are caused by intentional or negligent acts of the Organizer.

16.3 Exclusion of liability under treaty or EU regulation

If the Organizer can be held liable for any damages, including damages resulting from the death or personal injury of the Traveler, such liability will, in any case, be limited or excluded to the limits permitted under the relevant international conventions and/or EU regulations that apply to the individual Travel Services.

16.4 Insured damages

The Organizer shall not be liable for any damages incurred by the Traveler that is covered by insurance, such as health, travel, or cancellation insurance.

16.5 Limitation

Any claim by the Traveller for compensation of damages shall lapse two years after the Trip took place or if the Trip did not take place, two years after the scheduled date of commencement.

16.6 No accumulation of fees

If due to the same event, compensation or damages are payable under international treaties or EU regulations, such as the Regulation on Air Passenger Rights in the event of denied boarding, cancellation, or long delay, such compensation or damages shall not accumulate with the compensation or price reduction under this Agreement. Any such compensation or damages shall be deducted from any damages or price reduction payable by the Organizer under this Agreement. For the purposes of the above, it does not matter whether the compensation or damages are payable by the Organiser or a travel service provider engaged by it under international treaties or EU regulations.



OBLIGATIONS OF THE TRAVELLER

Article 17 - Obligations of the Traveller

17.1 **Conduct and following directions**

The Traveller must behave as a reasonable acting Traveller and is obliged to follow all instructions to promote the proper execution of the Journey by the Organiser 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 a Passenger causes a nuisance, the Organizer or the Travel Service Provider shall be entitled to deny the Traveller further participation in the Trip or Travel Service, in part or in full. The Traveller is not entitled to a refund in such cases. Any further costs incurred as a result shall be at the expense and risk of the Traveller.

17.3 **Warning**

Before proceeding with exclusion from participation, the Traveller will first be given a verbal 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 Traveller, the expected chance of improving the behavior, the effect on the Trip and other Travellers, the risk of damage and the safety of the Travellers and others.

17.4 **Liability of traveler**

The Passenger shall be liable for damage caused by his conduct, failure to comply with the obligations in this article, or damage otherwise attributable to him attributed to him. The Traveller indemnifies the Organizer against claims by Travel Service Providers or third parties involved in the Trip for damage caused by the Traveller or attributable to him.

17.5 **Checking return time**

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

OTHER PROVISIONS

Article 18 - Complaints

18.1 **Information**

The Organizer will provide the contact details in case of emergency of the Organizer and, if applicable, its local representative before the start of the Trip.

18.2 **Reporting on the spot**

If the Traveller believes that the Journey is being carried out non-conformally, he must report this non-conformity to the relevant Travel Service Provider without delay, but in any event during the Journey, so that the latter can find a solution. If the Organizer's travel management is on-site, the complaint must also be reported to the travel management without delay. If there is no tour guide at the location, the complaint must also be clearly reported to the Organizer. This report can be made by Whatsapp, telephone, or e-mail. The Organizer will send the Traveller a confirmation of the notification via the same medium and by e-mail.

18.3 **Communication costs**

The costs of necessary communication with the Organizer shall be borne by the Organizer. As far as possible, the Traveller should limit the costs by, among other things, using internet calling, WhatsApp and e-mail.

18.4 **Report unresolved complaint after return**

All complaints that, according to the Traveller, have not or not completely been remedied or compensated during the Trip, must be submitted in writing and with reasons to the Organizer within two months after the return. The Organizer is obliged to respond within one month after receipt of the complaint, stating reasons.



18.5 Consequences of not reporting the non-conformity or complaint or not reporting it in time

Failure or delay in complaining in accordance with the second paragraph [Reporting on site] of this Article may affect the amount of any price reduction or compensation unless the interests of the Organizer have not been harmed by the failure to complain in time. Complaints not received in time after return will not be considered unless this is not reasonable in the circumstances of the case.

Article 19 - Other provisions

19.1 Rights of third parties

Subordinates, auxiliary persons, and other third parties involved in the implementation of the Agreement may invoke the provisions of the Agreement and these Conditions (including the liability exclusions) against the Traveller.

19.2 Substitute provisions

If mandatory law prevents 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 to a valid provision that approximates the original intention as closely as possible in terms of content and scope.

19.3 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. Notwithstanding this choice of law, a consumer will be entitled to the protection offered to him 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 wholly or partially carried out in that country.

19.4 Competent court

The Dutch courts have exclusive jurisdiction unless this is in conflict with mandatory law.