

GENERAL TERMS & CONDITIONS OF TRAVEL ORGANIZATION HOLLAND =

I General terms and conditions

1. These general terms and conditions apply to all offers, propositions and contracts with Travel Organization Holland =.
2. These general terms and conditions are also written, for the staff and employees of Travel Organization Holland =.
3. Any person who enters into a contract with Travel Organization Holland = on behalf of or for the benefit of another person is severally liable for all obligations arising from the contract.
4. If the counter party has included general terms and conditions that conflict with the general terms and conditions of Travel Organization Holland =, the terms and conditions of Travel Organization Holland = prevail, unless explicitly and written agreed by both parties.

II Contract / Prices / Payments

1. Prices only includes that what is explicitly offered in the contract by Travel Organization Holland =.
2. Prices exclude VAT, governmental levies, unless they have been indicated in the contract.
3. All propositions and offers made by Travel Organization Holland =, are without engagement. Without mentioning of a period of acceptance, there cannot be any liability or claim on the propositions done by Travel Organization Holland =.
4. The contract applies only to the date and duration mentioned in the contract.
5. Travel Organization Holland = is allowed to let third parties carry out (parts of) the contract. Articles 7:404, 7:407 lid 2 and 7:409 BW are explicitly excluded.
6. Counter parties are liable themselves for adequate insurance (e.g. cancellation, health, loss of property).
7. Payments need to be made in the currency mentioned in the contract.
8. Upon conclusion of a contract with Travel Organization Holland = an advance payment must be paid of 20% of the total agreed sum within 14 days.
9. If the performance agreed upon, starts/takes place within 14 days, the total agreed sum must be paid immediately and in full.
10. The remainder of the agreed upon sum must in all cases be received by Travel Organization Holland = no later than 7 days before the performance agreed upon starts/takes place.
11. In case of late payment, the counter party is without prior notification automatically in default. Travel Organization Holland = has in that case the right to terminate the contract. Travel Organization Holland = has the right to claim the costs which have already been made for the contract.

III Cancellation / Termination of the contract

A counter party can only cancels the contract by means of a letter or email to Travel Organization Holland =. Date of cancellation, is when Travel Organization has received the letter of email. The counter party is liable to pay cancellation charges. These charges are as follows:

- Cancellation to (but not including) 14 days prior to (the start of) the agreed performance: the deposit.
 - Cancellation between 8 days (included) and 14 days (included) prior to (the start of) the agreed performance: 50% of the agreed sum.
 - Cancellation within 7 (included) days of (the start of) the agreed performance: the full-agreed sum.
2. Cancellation charges must be paid within 14 days after the cancellation has been confirmed by Travel Organization Holland =, after which the counter party is automatically in default.
 3. Travel Organization Holland = may terminate the contract because the counter party is in default. Travel Organization Holland = is at all times entitled to keep the deposit for damages as well as to claim real damages, if the would exceed the sum of the deposit.
 4. If Travel Organization Holland = terminates the contract, before the start of the contract, because they are unable to supply the contract a full refund will be made to the counter party.

IV Unexpected circumstances / substantial circumstances

1. If unexpected circumstances arise, that will lead to an increase of costs for Travel Organization Holland =, Travel Organization Holland = is entitled to increase the agreed upon sum.
2. Travel Organization Holland = will notify the counter party as soon as possible of the unexpected circumstances as well as indicate how the increase calculated.
3. If due to unexpected circumstances (a) certain item(s) of the agreed performance must be cancelled, Travel Organization Holland = shall make the counter party an alternative offer.
4. Travel Organization Holland = is permitted to change a non-substantial aspect of the agreed performance due to unexpected circumstances.
5. Travel Organization Holland = will communicate as soon as possible the unexpected circumstances as well as the change to the counter party.
6. Travel Organization Holland = has the right to cancel the contract because of substantial circumstances. Travel Organization Holland = has the right to claim the already fulfilled items of the programme, of the counter party.
7. When the counter party request for adjustments, after the deposit has been made, so also during the contract, Travel Organization Holland = assesses the possibilities. When it is possible to make the adjustment, third party has to pay for the additional costs made by Travel Organization Holland =.

Substantial circumstances are circumstances that are of such a nature that Travel Organization Holland = can no longer be reasonably required to fulfill its obligations arising from the contract.

V Liability

1. The liability of Travel Organization Holland = is limited to any amount paid by the insurance company where Travel Organization Holland = has contracted its liability policy. Upon request, a copy of the policy will be sent to the counter party, free of charge.
2. Travel Organization Holland = is not liable for any damage suffered by the counter party due to cancellation of the contract, save refund of the sums paid, in case of cancellation by Travel Organization Holland =.
3. In geval van annulering door Travel Organization Holland = worden de niet uitgevoerde onderdelen van de overeenkomst vergoed.
4. Travel Organization Holland = is not liable for any circumstances where Travel Organization has no influence on, including weather conditions, traffic delays, visiting hours etc.

VI Toepasselijk recht en geschillen

1. All contracts with Travel Organization Holland = are governed by Dutch Law, even when parts or the full contract has been performed in a foreign country and even when the counter party has his residence outside the Netherlands. The relevance of the Viennese Buytreaty is excluded.
2. In case any disputes might occur, this should be settled in front of the Dutch courts exclusively.
3. Before calling upon a judge, both parties will make their best efforts to settle their differences between themselves.

VII Deposited

1. These General Terms & Conditions have been deposited by the Dutch Chamber of Commerce in the city of Tiel.
2. Only the last deposited General Terms & Conditions apply to the contract.
3. The Dutch text of these General Terms & Conditions are determinative for explanation of it.

HOLLAND =

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