

Terms and Conditions

APPLICABLE Terms and Conditions Clips Cycling Holidays B.V.
Chamber of Commerce Maastricht 73925748

Article 1 Scope

The general terms and conditions govern the legal relationship between the tour operator on the one hand and the traveler (s) on the other.

Article 2 Definitions

- a. In these general terms and conditions, the term "tour operator" is understood to mean: NL Clips Cycling Holidays B.V., established and having an office at 5 Minderbroedersberg, 6211LK in Maastricht. As a tour operator they offer the traveler (s) pre-organized trips, they provide information in the field of travel to the fullest extent of the word, and he mediates in the conclusion of agreements between traveler and service provider.
- b. "Traveler(s)" means the other party of the tour operator or the person on whose behalf the trip has been conditioned on and who has accepted these conditions.
- c. In addition, "service provider" means the carrier, service provider of other services, or accommodation provider in the broadest sense of the word, with whom the traveler enters into an agreement through the intermediary of the tour operator. The service provider is responsible for the performance of these services with due observance of the conditions applied by it.

Article 3 Formation and content of the agreement

- a. As soon as the traveler has accepted the tour operator's offer directly or through a booking agency, an agreement is concluded. The traveler receives a written or electronic confirmation after the conclusion of the agreement.
- b. If the traveler gives an order to the tour operator for information, advice, or mediation, the traveler is bound by this order towards the tour operator and service provider, regardless of whether a confirmation is provided by the tour operator. If a confirmation is provided by the tour operator, this will serve as proof of the content of the agreement.
- c. The traveler is jointly and severally liable for the fulfillment of all obligations arising from the agreement / assignment. Any other persons traveling along are liable for their own part towards the tour operator.
- d. The offer of the tour operator is without obligation and may be revoked. The revocation must be made within 8 office hours after acceptance, stating reasons.
- e. If the agreed trip is included in a publication by the tour operator, the information contained herein will also form part of the agreement. Apparent errors and mistakes do not bind the tour operator. Such errors and mistakes are errors and mistakes that - from the perspective of the average traveler - are or should be known as such at first sight.

- f. When traveling, which includes transport, the traveler must take into account that the departure and arrival days in the duration of stay, which are stated, are included. In some cases, this can lead to the actual length of stay at the destination being fewer days than stated.
- g. The travel and departure times for transport components that are stated in the travel documents are regarded as definite times. The tour operator can only deviate from this if enforcement of these times cannot reasonably be expected of him. Flight numbers and times are subject to change.

Article 4 Providing information

- a. When entering into an agreement with the tour operator, the traveler must provide all information (details of the quality and composition thereof) of himself and fellow travelers. If he fails to do so, he may be excluded from the trip by the tour operator. All resulting costs are for the account of the traveler.
- b. In addition, the (co-) traveler must ensure that he is in possession of the necessary documents, such as valid passports, visas, proofs of vaccinations or vaccinations. The traveler is informed by the tour operator at the conclusion of the agreement of the necessary documents and formalities in the field of health. If the traveler does not meet these requirements, the associated consequences will be for his account, unless the tour operator has failed to fulfill his obligation to provide information.
- c. The traveler himself must obtain information from the relevant authorities or bodies and must verify the correctness of this information again shortly before departure from the authorities or bodies concerned.
- d. The tour operator provides the traveler with information about the possibility of taking out cancellation insurance and travel insurance.

Article 5 Travel Sum

- a. The travel sum stated in the tour operator's offer is per person unless otherwise indicated. The travel sum is based on prices, exchange rates, levies, and taxes, as known to the tour operator at the time of publication in the brochure.
- b. After the conclusion of the agreement, the tour operator has the freedom to change the fare of charter air travel. The tour operator informs the traveler of this in time so that he has the freedom to agree or not.
- c. The tour operator is entitled to increase the principal up to 20 days before the day of departure in the event of full payment of the travel sum if there are increases in taxes / levies due, increases in transport costs, or changes in exchange rates. If these changes are so unforeseeable and extreme, the tour operator is also entitled to change the travel sum on timely payment up to 20 days before departure. The tour operator will inform the traveler in writing of this has changed.
- d. These changes will also lead to a reduction of the travel sum unless this cannot reasonably be expected of the tour operator in view of the associated costs.
- e. The traveler has the right to reject an increase within 3 days after receiving the notification. The tour operator then has the right to dissolve the agreement within 7 days of receiving

notification from the traveler. In that case, the traveler is entitled to absolution or an immediate refund of money already paid.

Article 6 Travel documents

a. The tour operator ensures that the necessary travel documents are in the possession of the traveler no later than 7 days before the day of departure unless this cannot reasonably be expected of the tour operator. If the traveler has not received any travel documents at least 5 working days before departure, he will report this immediately to the tour operator.

b. In the event that a trip is booked within 10 days before the day of departure, the tour operator will indicate when and how the necessary travel documents will be made available to the traveler. If the traveler has not received it accordingly, he will report this to the tour operator without delay.

Article 7 Changes

a. Changes to the assignment given to the tour operator can only be made at the request of the traveler. The costs of changing the assignment will be borne by the traveler. This can be at the expense of the tour operator as well as the service provider.

b. The change costs are € 100.00 per person. In addition, any communication costs may still be charged.

c. The tour operator can make changes to the agreement if circumstances arise that are of such a nature that the tour operator can no longer reasonably be bound by provisions of the agreement. The tour operator communicates changes to the traveler within 72 hours. From 10 days before departure, he must report this within 24 hours.

d. The tour operator will make an alternative offer within the above 72 hours. He does this within 24 hours from 10 days before departure. The replacement accommodation must be equivalent to the first offered facility, or better. When offering equivalent accommodation, the tour operator takes into account the following circumstances:

- the location of the accommodation in the place of destination
- the nature and class of the accommodation
- the facilities of the accommodation
- the composition of the travel group
- the special properties / personal circumstances of the traveler (s)
- the specifications required by the traveler, with which the tour operator has agreed in writing.

e. The traveler can reject the change or the alternative offer. This rejection must be made known within 72 hours of receipt of the notification of the change and from 10 days before departure within 24 hours. In that case, the tour operator can immediately terminate the agreement within 72 hours of receipt of the notification from the traveler (or 24 hours within 10 days before departure). The traveler is then entitled to absolution or a refund of the travel sum or part thereof if the trip has already started. This must be done within 2 weeks.

f. If after departure the tour operator notices that a change in services has to take place

her needs to find appropriate alternative arrangements. If this is not possible, or, for sound reasons, is not accepted by the traveler, the traveler will be returned to the place of departure or to another agreed place.

g. If the cause of the change is due to a circumstance that can be attributed to the traveler, the resulting damage will be at his expense. If the change can be attributed to the tour operator, the resulting damage will be at his expense. If the change cannot be attributed to either the traveler or the tour operator, each party will bear its own damage. If the tour operator saves money, the traveler is entitled to the amount of savings for his share.

Article 8 Cancelling and Cancellation

a. Cancellation of the order given to the tour operator can only take place at the request of the traveler, during the opening hours of the tour operator. The costs of cancelling of the travel plans will be borne by the traveler. This can be at the expense of the tour operator as well as the service provider.

b. If the traveler cancels an agreement with the tour operator, the traveler will owe the following cancellation costs in addition to any reservation costs and flight costs owed:

- in case of cancellation up to the 42nd day (exclusive) before the departure day: the deposit
- in case of cancellation from the 42nd day (inclusive) up to the 28th day (exclusive) before the day of departure: 35% of the travel sum
- if canceled from the 28th day (inclusive) until the 21st day (exclusive) before the departure day: 40% of the travel sum
- if canceled from the 21st day (inclusive) until the 14th day (exclusive) before the day of departure: 50% of the travel sum
- if canceled from the 14th day (inclusive) until the 5th day (exclusive) before the departure day: 75% of the travel sum
- if canceled from the 5th day (inclusive) until the day of departure: 90% of the travel sum
- in case of cancellation on the day of departure or later: the full travel sum

In case of cancellation of the trip or separate flight ticket, a cancellation fee of at least 50 euros per ticket before ticketing and 100% of the costs after ticketing. Ticket costs are separate from the travel sum and are due on top of the percentages or down payment mentioned.

c. If a trip consists of different parts, to which different cancellation provisions apply, then each part has its own cancellation provision, unless otherwise stated in advance.

d. If an agreement, which concerns a jointly booked stay for several travelers, is canceled, it will count as a cancellation for all travelers and all travelers must pay the compensation under paragraph b. However, it is possible for a group of travelers to continue the contract if the accommodation in question allows their group size. The travelers must then pay the travel sum, which is related to this group size. Cancellation fees already received will be deducted proportionally from the new travel sum.

e. The tour operator can terminate the agreement if circumstances arise that are of such a nature that further commitment of the tour operator to the agreement cannot reasonably be demanded.

f. If the cause of the cancellation by the tour operator is due to a circumstance that can be attributed to the traveler, the resulting damage will be at his expense. If the cancellation can be attributed to the tour operator, the resulting damage will be at his expense. If the cancellation is not attributable to either the traveler or the tour operator, each party will bear its own damage. If the tour operator saves money, the traveler is entitled to the same amount of money saved for his share.

Article 9 Payment

a. The invoices must be paid within the term and in the manner indicated by the tour operator.

b. In the event of late payment, the traveler is immediately in default. The agreement is deemed to have been canceled on the day of default. The tour operator has the right to charge the cancellation costs due.

c. If the traveler does not meet his payment obligations in time, the traveler owes statutory interest on the amount due.

d. In addition to the amount due, plus the interest owed under these terms and conditions, the tour operator is entitled to claim from the traveler all costs caused by late or late payment by the traveler, including both judicial and extrajudicial costs. These extrajudicial costs amount to a percentage of 15% of the principal sum, with a minimum of € 55.00.

Article 10 Liability and Force Majeure

a. Without prejudice to the obligation of the transport / accommodation provider or other compensation for damage according to the treaty or law, the tour operator excludes any liability for damage, for whatever reason, unless such damage is solely caused by intent or gross negligence from the tour operator. Liability is also excluded if and insofar as the traveler has been able to recover his damage under an insurance policy, such as travel and / or cancellation insurance.

b. By way of derogation from the previous paragraph, the tour operator is liable for the correct performance of the services provided for in the travel agreement by third parties, to be judged according to the norms and customs of the country and the place where these services are provided and to weigh the amount of the travel sum. The tour operator's liability with regard to the aforementioned intent or gross negligence and / or correct execution by third parties will not exceed the amount of the travel sum.

c. Without prejudice to the provisions of the previous paragraphs of this article, the liability of the tour operator for damage other than caused by death or injury of the traveler is limited to a maximum of three times the travel sum, unless there is intent or gross negligence on the part of the tour operator. In that case, his liability is unlimited.

d. The liability provided for in the previous paragraphs lapses if the third party concerned can invoke force majeure. Force majeure is here understood to mean any external malfunction in

the company or profession of the third party, such as war, mobilization, disturbances, natural phenomena, volcanic eruptions, ash clouds, floods, closed shipping and other modes of transport, weather conditions, supply stagnation by public utilities, fire, government action, non-delivery of necessary raw materials by third parties, and other comparable unforeseen circumstances.

e. The tour operator accepts no liability for acts or omissions of the service providers involved in the performance of the services, nor for the correctness of information provided by the service providers, nor for the information and promotional material provided by the service provider. The tour operator is not liable for the financial incapacity of the service provider. In addition, the tour operator is not liable for any commitments made by his staff and / or third parties.

f. The tour operator is not liable for delays incurred by the traveler and any damage resulting therefrom. This includes not only delays or technical defects in the means of transport but also weather conditions, strikes, blockades, war situations, missing connections, transfers, changes made by the service provider, and cancellation by the service provider.

g. The traveler is obliged to comply with all instructions from the tour operator to promote the proper execution of the travel agreement and is liable for all damage caused by his own unauthorized behavior to be judged by the measure of the behavior of a correct traveler.

h. The traveler who causes or may cause issues or problems, such that the proper execution of the travel agreement is greatly hindered by this, can be excluded by the tour operator from continuing the trip. All resulting costs are for the account of the traveler. A refund of the travel sum or part thereof can be granted if the traveler concerned is not at fault for his exclusion.

i. All claim rights of the traveler expire one year after the end of the trip (or, if the trip has not been made, one year after the original departure date).

Article 11 Complaints

a. Despite all the efforts and concerns, it is still possible that the traveler has a justified complaint. As far as possible at the place where the reason for the complaint arose, a complaint must be submitted to the tour operator in writing and with reasons, no later than one month after returning to the Netherlands. If the trip has not taken place at all, a period of one month after the original departure date applies. Complaints will not be processed if the complaints have not been reported to the tour guide on time unless the traveler cannot reasonably be blamed for this.

b. If the traveler has complaints about the reservation made and services provided by the tour operator, he can submit a motivated complaint to the tour operator in writing up to one month after the departure date.

Article 12 Disputes

a. Dutch law applies to all disputes between the tour operator and the traveler.

b. Disputes between the tour operator and the traveler are exclusively decided by a competent judge from the location of the tour operator. The traveler has the right, within one month after the tour operator has invoked this paragraph, to opt for settlement of the dispute by the competent court according to the law.