

## **FIT - TERMS AND CONDITIONS 2021 - THE DUTCH TRAVEL ADVISOR**

### **1. General terms and conditions:**

- 1.1. These general terms and conditions apply to all FIT contracts with The Dutch Travel advisor.
- 1.2. Any person who enters into a contract with The Dutch Travel advisor on behalf of or for the benefit of another person is severally liable for all obligations arising from the contract.
- 1.3. If the counter party has included general terms and conditions that conflict with the general terms and conditions of The Dutch Travel advisor, the terms and conditions of The Dutch Travel advisor prevail.

### **2. Quotations:**

- 2.1. Quotations are valid until 3 weeks after the quotation date. Any changes requested within these three weeks or accepting the quotation after three weeks, may affect the price offered. The actual agreement only takes effect as a result of The Dutch Travel advisor accepting and confirming it in writing.
- 2.2. For inquiries for more than 5 days, The Dutch Travel advisor reserves the right to implement a non-refundable planning fee of Euro 250.-. This fee will be communicated in advance, prior to the initial proposal.
  - 2.2.1. Only at booking, the planning fee will be deducted from the total invoice.
- 2.3. For restaurant reservations we charge a Euro 75.- service fee.

### **3. Prices and Payment conditions:**

- 3.1. Prices only include that what is explicitly offered by The Dutch Travel advisor.
- 3.2. Counter parties are liable themselves for adequate insurance (e.g. cancellation, health, loss of property).
- 3.3. Upon conclusion of a contract with The Dutch Travel advisor, a non-refundable deposit must be paid of 25% of the total agreed sum within one week. If the agreed sum is less than Euro 1,000.- a full payment is required.
- 3.4. If the performance agreed upon, starts/takes place within 5 weeks, the total agreed sum must be paid immediately and in full.
- 3.5. The remainder of the agreed upon sum must in all cases be received by The Dutch Travel advisor no later than 3 weeks before the performance agreed upon starts/takes place.
- 3.6. In case of late payment, the counter party is without prior notification automatically in default. The Dutch Travel advisor has in that case the right to terminate the contract.
- 3.7. By making the deposit, balance or full payment you have accepted and read the terms and conditions of The Dutch Travel advisor.

### **4. Payment information:**

- 4.1. The Dutch Travel advisor is a Virtuoso preferred onsite, therefore, upon booking we don't charge any Credit Card fees.
- 4.2. We only accept American Express, MasterCard and Visa.

- 4.2.1. Due to the tighter credit card security rules, especially due to Covid-19, we are only allowed to send the payment request, which is automatically generated by the credit card provider, directly to the cardholder. This payment request will take the cardholder directly to the online payment environment.
  - 4.2.1.1. The Dutch Travel advisor needs to have the email address and full name of the card holder.
  - 4.2.1.2. It is important that the cardholder has EMV 3-D secure active, for fraud protection and to prevent unlawful use of the credit card. This free setting needs to be activated by the card holder bank or credit card company.
  - 4.2.1.3. The card holder has to make the bank or credit company aware about the international transaction.
- 4.3. Wire transfers can be sent to: Rabobank The Netherlands, Bezuidenhoutseweg 6, 2594 AB The Hague, the Netherlands. Account name: The Dutch Travel advisor, account number: 3871.82.802 or IBAN NL77RABO0387182802, swift number (BIC): RABONL2U, bank code: 1299.
- 4.4. Checks in USD only and payable to Mr. E. Groeneweg can be brought to your nearest Wells Fargo Bank. Account number: 1010126838022.
  - 4.4.1. You can also send the check with 'Overnight Express Mail' to: Wells Fargo bank, 2701 North West Vaughn St. 5<sup>th</sup> floor, Suite #500, Portland OR, 97210, USA. Phone number: 503-7215-300. Note: write on the check 'please deposit in account 1010126838022'.
  - 4.4.2. Please use the daily exchange rate when you write the check and bring/mail it immediately to Wells Fargo.

## **5. Cancellation and termination of the contract:**

### **5.1. Hotels:**

- 5.1.1. Hotels (can only be booked in combination with multi-day touring), can be cancelled according to the hotel's cancellation policy.

### **5.2. Touring:**

- 5.2.1. If a counter party cancels the contract, the counter party is liable to pay cancellation charges. These charges are as follows:
  - 5.2.1.1. Cancellation from the time of booking up to 1 month prior to (the start of) the agreed performance: non-refundable 25% deposit.
  - 5.2.1.2. Cancellation between 1 month and 21 (not included) days prior to (the start of) the agreed performance: 50% of the agreed sum.
  - 5.2.1.3. Cancellation within 21 (included) days of (the start of) the agreed performance: the full-agreed sum.
- 5.2.2. Cancellation charges must be paid within 1 week after the cancellation is made by the counter party, after which the counter party is automatically in default.
- 5.2.3. If The Dutch Travel advisor terminates the contract because the counter party is in default, The Dutch Travel advisor is at all times entitled to keep the non-refundable deposit as damages as well as to claim real damages, if the cost would exceed the sum of the deposit.

5.2.4. We reserve the right to deny services to clients who do not behave themselves appropriately to guides and drivers.

## **6. Cancellation due to Covid-19 virus:**

6.1. If the Covid-19 virus makes traveling to the Netherlands and Belgium impossible due to closed borders and sights, the following will apply:

### **6.1.1. Bookings made until May 15, 2021:**

6.1.1.1. The non-refundable 25% deposit will be turned into a credit, which will be valid until one year after the original travel date.

6.1.1.2. A 75% refund can be applied if there was a full payment. However, after the refund, the booking file will be closed, and the non-refundable 25% deposit can no longer be used as a credit.

### **6.1.2. Bookings made after May 15, 2021:**

6.1.2.1. Any payment made minus prepaid tickets will be refundable until 1 month prior to arrival.

6.1.2.2. For cancellations within one month prior to arrival, sections 5.2.1.2 and 5.2.1.3 will apply.

## **7. Refunds:**

7.1. All refunds via Credit Cards are subject to a 4% fee with a minimum of Euro 50.- per transfer.

7.2. All refunds via a wire transfer are subject to a fee of Euro 50.- per transfer.

## **8. Unexpected circumstances and substantial circumstances:**

8.1. If unexpected circumstances arise, that will lead to an increase of costs for The Dutch Travel advisor, The Dutch Travel advisor is intitled to increase the agreed upon sum.

8.2. The Dutch Travel advisor will notify the counter party as soon as possible of the unexpected circumstances as well as indicate how the increase was calculated.

8.3. If due to unexpected circumstances (a) certain item(s) of the agreed performance must be cancelled, The Dutch Travel advisor shall make the counter party an alternative offer.

8.4. The Dutch Travel advisor is permitted to change a non-substantial aspect of the agreed performance on account of unexpected circumstances.

8.5. The Dutch Travel advisor will communicate as soon as possible the unexpected circumstances as well as the change to the counter party.

8.6. The Dutch Travel advisor has the right to cancel the contract on account of substantial circumstances.

8.7. Substantial circumstances are circumstances that are of such a nature that The Dutch Travel advisor can no longer be reasonably required to fulfill its obligations arising from the contract. If this occurs, any amount paid to The Dutch Travel advisor by the counter party will be refunded.

## **9. Liability:**

- 9.1. The liability of The Dutch Travel advisor is limited to any amount paid by the insurance company where The Dutch Travel advisor has contracted its liability policy. Upon request, a copy of the policy will be sent to the counter party, free of charge.
- 9.2. The Dutch Travel advisor is not liable for any damage suffered by the counter party due to cancellation of the contract, save refund or the sums paid, in case of cancellation by The Dutch Travel advisor.

**10. Applicable law:**

- 10.1. All contracts with The Dutch Travel advisor are governed by Dutch Law.
- 10.2. In case any disputes might occur, is should be settled in front of the Dutch courts exclusively.