

# **GROUP - TERMS AND CONDITIONS 2023 - THE DUTCH TRAVEL ADVISOR**

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

- 1.1. These general terms and conditions apply to all GROUP contracts and those who are joining a group 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 of 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. Many restaurants in both the Netherlands and Belgium nowadays ask a non-refundable reservation fee. For this reason The Dutch Travel advisor can't make any restaurant reservations.

## **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. Third parties like The Dutch Travel advisor and travel advisors are no longer allowed by the credit card companies to have credit card details on file. Not only due to privacy law, but also for fraud protection and unlawful use of credit cards.

The Dutch Travel advisor can only forward a payment link, which is automatically generated by the credit card provider directly to the card holder. This payment link will take the card holder directly to the online payment environment.

In most cases, the card holder needs to enter a safe key or security code during the online process. This key or code will be sent directly to the card holder registered email address or phone number.

4.2.1.1. The Dutch Travel advisor needs to have the email address and full name of the card holder for forwarding the payment link.

4.2.1.2. If the transaction fails, the card holder needs to contact the bank or credit company (security or fraud department), telling them that the card holder would like to make an online 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.

## **5. Postponements:**

5.1. With any date changes for a confirmed and paid or deposited booking, we reserve the right to implement a date change fee. For bookings made on or after June 24, 2021.

5.1.1. For itineraries up to three days (included) Euro 200.- per change.

5.1.2. For itineraries between four and seven days (included) Euro 400.- per change.

5.1.3. For itineraries more than seven days Euro 500.- per change.

5.2. For any date change we need to make a revised quote with possible price increases.

5.3. Bought tickets for the original dates are non-refundable and need to be repurchased for the postponed dates.

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

### **6.1. Travel Insurance:**

6.1.1. For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance.

### **6.2. Hotels:**

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

### **6.3. Touring:**

6.3.1. If a counter party cancels the contract, the counter party is liable to pay cancellation charges. These charges are as follows:

6.3.1.1. Cancellation from the time of booking up to 12 weeks prior to (the start of) the agreed performance: non-refundable 25% deposit.

6.3.1.2. Cancellation between 6 and 12 weeks prior to (the start of) the agreed performance: 50% of the agreed sum.

6.3.1.3. Cancellation within 6 weeks of (the start of) the agreed performance: the full-agreed sum.

6.3.2. 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.

6.3.3. 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.

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

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

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

7.1.1. The non-refundable 25% deposit minus possible non-refundable prepaid tickets and or sights will be turned into a credit, which will be valid until one year after the original travel date.

7.1.2. A 75% refund minus possible non-refundable prepaid tickets and or sights 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 (see 7.1. can no longer be used as a credit.

## **8. Refunds:**

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

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

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

9.1. 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.

9.2. 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.

9.3. 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.

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

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

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

#### **10. Disclaimer of Liability:**

10.1. All prices are thought to be accurate, available, and current. The information and services may include inaccuracies or typographical errors. The Dutch Travel advisor does not guarantee the accuracy of, and disclaims liability for inaccuracies, including but not limited to the price, information, and description of the services described.

10.2. The Dutch Travel advisor is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any supplier, or personal injuries, death, property damage or other damages or expenses resulting from causes outside of the control of The Dutch Travel advisor. The Dutch Travel advisor shall not be responsible for travel delays or cancellations or any illness, death, injury, damage, or loss of vacation time arising there from.

The Dutch Travel advisor shall not be liable for any injuries, damages, or losses incurred by the traveler in connection with, or by supplier employees or contractors, terrorist activities, social or labor unrest, mechanical or construction failures, or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside of the control of The Dutch Travel advisor. The Traveler assumes complete and full responsibility for checking and verifying any and all passport, visa, inoculations, or other entry requirements for each destination, as well as re-entry into your home country, and all safety or security conditions at such destinations, in connection with the proposed travel.

10.3. The Dutch Travel advisor shall also not be liable if a supplier refuses to provide service because of the traveler's decision to refuse to follow their regulations.

#### **11. Applicable law:**

11.1. All contracts with The Dutch Travel advisor are governed by Dutch Law.

11.2. In case any disputes might occur, is should be settled in front of the Dutch courts exclusively.