



## General Terms and Conditions

### ARTICLE 1 DEFINITIONS

1.1 In these General Terms is understood by:

- a) Outdoor sports or outdoor activities: all sports or recreational activities in which the participant propels himself mainly on muscle power, both indoor and outdoor.
- b) Arrangement: service or activity or combination of services or activities, and facilities professionally organized or offered by the organizer. These services, activities or facilities can consist of the hiring out or sale of material, provision of transportation or activities, provision of accommodation facilities, provision of instruction and the direction or arranging for direction of (parts of) a program of activities.

By directed arrangements or directed activities is understood: arrangements or activities which are being directed by a representative of the organizer.

- c) Single day arrangement: a service or activity, or a combination of services or activities that are being offered by the organizer which in total does not surpass 24 hours and in which no overnight stay is included and which lasts at least one part-time (= 4 hours)

- d) Extended arrangement: a service or activity, or a combination of services and activities that are being offered by the organizer and which in total exceeds 24 hours and in which at least one overnight stay is included.

- e) Activity: a single activity that is offered by the organizer. These are mostly sportive and/or active recreational forms.

In these general terms, by activity is also understood: services or the provision of facilities or material and other acts accomplished by the organizer in favour of the ordering party. This can be for instance the hiring out of material or the mediating in meals and accommodation.

- f) Organizer: the one who, in the practise of his business, offers arrangements and/or activities and/or services to individual persons or to a group of people.

- g) Representative of the organizer: the one who acts on behalf of the organizer, for example as director of an activity (also: instructor, conductor, trainer, game leader, or (tour) guide)

- h) Agreement: the agreement in which an organizer obligates himself towards an ordering party to the provision of an arrangement and/or activity.

The agreement must be considered a travel agreement if the organizer commits himself to the provision of a previously organized trip offered by him that includes an overnight stay or comprises a period of more than 24 hours, as well as at least two of the following services: 1) transportation, 2) accommodation, and 3) another tourist service not related to transportation or accommodation that makes up a significant part of the arrangement.

- i) Ordering party: any natural person or legal person that concludes an agreement with the organizer for himself or on behalf of a third party or makes use of the arrangements, activities, services or material of the organizer.

- j) Participant: any natural person that in fact takes part in or makes use of an arrangement and/or activity.

- k) Start: in extended arrangements in which transportation to the location is included: the time of departure of this transportation as communicated by the organizer to the participant(s);

- a. in extended arrangements in which accommodation facilities are included, but the participant himself provides transportation to the location, the first of the following moments: the as such indicated moment on the day of arrival at the (first) accommodation facilities or the time when the accommodation facilities must be made available according to the agreement.  
b. in all other arrangements, activities or services: the as such indicated time on the (first) day of the program.

- l) Finish:

a. in extended arrangements in which transportation back from the location is included: the actual time of arrival of this transportation at the de-boarding place previously agreed with the participant.

- b. in extended arrangements in which accommodation facilities are included, but the participant himself provides transportation back from the location, the first of the following moments: the time when the participant actually vacates the (last) accommodation facilities, or needs to vacate them at the latest.
- c. in all other arrangements, activities or services: the as such indicated time on the (last) day of the program or as much sooner as the activities end.
- m) Amount of the agreement: the sum of the price of the arrangement, the activities or services that are provided by the organizer, the premium and policy costs for any taken out insurance and the contribution to a guarantee fund, in as far as the organizer is a member of such a fund.

## **ARTIKEL 2 SCOPE**

- 2.1) These general terms are applicable to all activities, proposals, offers and agreements made by or on behalf of the organizer, unless the agreement stipulates deviating conditions.
- 2.2) The ordering party accepts the applicability of these terms by entering into an agreement with the organizer or by actually participating in an arrangement or activity of the organizer or by paying the fee due.
- 2.3) Deviating terms, also to the extent included in the general terms and conditions of the ordering party, shall not apply unless expressly agreed in writing by the organizer and the ordering party.
- 2.4) The organizer is only bound to the agreement and/or changes of it and/or additions to it, if the organizer has accepted these in writing.

## **ARTICLE 3 CONCLUSION AND CONTENT AGREEMENT**

- 3.1) Any proposal of the organizer is merely an offer without engagement to the ordering party to enter into an agreement with the organizer. The agreement is only concluded when the organizer accepts in writing or verbally (possibly by telephone) the offer of the ordering party to conclude the agreement. The agreement can be concluded both directly and through mediation of a booking agency. The ordering party receives from the organizer or the booking agency a written confirmation of the agreement.
- 3.2) The content of the agreement is also determined by the data in the organizer's publications applicable to the specific season. The organizer will indicate in these publications which activities are included, which minimum number of participants is required to have the activity take place and which amount or percentage is due to be paid in advance. Evident mistakes or errors in a publication of the organizer are not binding. The organizer can not be held accountable for announcements and information given out under responsibility of a third party.
- 3.3) Before or at the latest at the conclusion of the agreement, the ordering party is obliged to inform the organizer or the organizer's representative of all personal circumstances of himself and/or those on behalf of whom he concludes the agreement, in so far as they can be of influence on the proper realization of the arrangement. This obligation applies especially to all relevant medical circumstances and details concerning physical condition.
- 3.4) The ordering party can indicate preferences, if so desired. The organizer will try to take these into account as much as possible.
- 3.5) He who concludes an agreement with the organizer on behalf of anyone else shall be jointly and severally liable vis-à-vis the organizer for all obligations resulting from the agreement.
- 3.6) The ordering party and the participant are obliged to show a valid identification on first request of the organizer.

## **ARTICLE 4 PAYMENT**

- 4.1) The amount of the agreement needs to be paid by the ordering party at the latest 42 days before the start of the arrangement.
- 4.2) If the agreement is concluded more than 42 days before the start of the arrangement, and the amount exceeds 250 euro, the ordering party has the right to pay by two instalments. The first instalment (advance) comprises minimally 10% of the amount of the agreement and must be paid within 8 days after conclusion of the agreement. The second instalment comprises the rest of the amount and must be paid at the latest 42 days before the start.
- 4.3) If the agreement is concluded 42 days or less before the start of the arrangement, the ordering party is obliged to settle the full amount at once within 1 week after the agreement has been concluded, unless otherwise convened expressly and in writing. If the agreement is concluded within 72 hours before the start, the ordering party is obliged to settle the amount immediately by telephonic transfer, or at the location of departure. If the agreement is concluded immediately before start of the realization of the arrangement, payment is obliged to be settled before the start.
- 4.4) The ordering party that fails to pay in time shall be legally in default without formal notice being necessary. In this case the organizer is entitled to cancel the agreement or to demand complete fulfilment of the obligations. The organizer is entitled to demand additional indemnity for all costs already made relating to the agreement.
- 4.5) The ordering party that fails to pay in time shall be obliged to pay to the organizer an interest rate of 1% per month on the amount of the agreement plus costs starting on the day of default, in which a part of the month is counted as a month. Furthermore the ordering party is obliged to pay all reasonable costs of the collection of the claim, both legally and paralegal, with as a minimum 15% of the claimed amount.

## **ARTICLE 5 PRICE**

- 5.1) Annually, before the start of the season, the organizer that offers standard activities or arrangement to private persons or

groups publishes an overview of the offered arrangements and activities and the corresponding rates. On request of the ordering party the organizer brings out a quote for an arrangement agreed on in conference. The organizer is free to temporarily offer arrangements and activities to special rates.

5.2) The price in publications is in principle per person, unless expressly indicated otherwise.

This price includes only the services and facilities indicated in the publication.

5.3) Until 20 days before the start, the organizer reserves the right to raise or lower the price with at the most 15% due to changes in transportation expenses, including fuel costs, taxes owed or the applying exchange rates. The organizer is obliged to inform the ordering party as soon as possible about this price change, with a clear motivation.

5.4) If the organizer decides to raise the price, the ordering party has the right to reject the price change. The ordering party must inform the organizer as soon as possible of his decision.

5.5) If the ordering party rejects the price change, the organizer has the power to cancel the agreement. In this case, the ordering party has the right to full restitution or remission of the amount or, if the arrangement has already been carried out in part, an amount in proportion.

5.6) If the agreement has been concluded on behalf of a group, the organizer charges the amount for the previously agreed number of participants and/or materials, unless otherwise convened.

5.7) At the start of the arrangement, the organizer has the right to request caution money from the ordering party. This shall be returned to the ordering party at the finish of the agreement,

with deduction of all that the ordering party is due to pay to the organizer according to the agreement.

## **ARTICLE 6 INFORMATION AND TRAVEL DOCUMENTS**

6.1) Before the start of an extended arrangement the organizer provides the ordering party with a telephone number for emergencies and, if applicable, further information about transportation and necessary documents for the country of destination or the countries transited.

6.2) Unless otherwise convened and in so far as applicable, at the latest 10 days before the start the organizer shall send to the ordering party the necessary tickets, vouchers etcetera. If 5 days before the start of the arrangement the participant has not received these, he is obliged to notify the organizer of this.

6.3) For an arrangement abroad the participant needs to be in possession of all documents that are necessary in the country of destination or the countries transited, such as a valid passport, any visas necessary, proof documents of vaccination etcetera. The participant himself is responsible for checking the information provided by the organizer regarding this.

6.4) The organizer is not liable if the participant cannot participate in (part of) the arrangement for lack of necessary documents. All consequences of this are for account of the participant.

## **ARTICLE 7 CHANGES BY THE ORDERING PARTY**

7.1) The ordering party can ask the organizer to change the arrangement up to 28 days before the start. If the organizer is not able to comply with this request, he must inform the ordering party of this immediately and with indication of reasons. For costs of organization the ordering party owes the organizer € 25,- plus any additional costs of communication. If the amount of the changed agreement is more than 10% lower than the earlier agreement, the cancellation settlement applies to this difference as described in article 8 of these terms.

7.2) A participant who is unable to participate in the arrangement can have himself replaced by someone else "after obtaining permission from the organizer" under the following conditions:

- a. the substitute must meet all requirements associated to the agreement,
- b. the request for substitution must be handed to the organizer in writing at the latest 7 days before the start of the arrangement,
- c. the conditions of the staff involved in the realization of the arrangement do not conflict with the substitution.

7.3) The ordering party is obliged to pay to the organizer any additional costs consequence to the substitution of a participant.

## **ARTICLE 8 CANCELLATION BY THE ORDERING PARTY**

8.1) The ordering party is advised to take out a cancellation insurance, accident insurance and/or travel insurance.

8.2) The ordering party can only cancel the agreement by registered letter to the organizer. The date of reception of the letter by the organizer counts as the date of cancellation.

8.3) In case of cancellation by the ordering party, he needs to pay at least the following to the organizer:

- a. up to 56 days before the start: at least 10% of the price of the arrangement
  - b. 55 to 42 days before the start: 25% of the price of the arrangement
  - c. 41 to 28 days before the start: 50% of the price of the arrangement
  - d. 27 to 7 days before the start: 75% of the price of the arrangement
  - e. 7 days or less before the start: 100% of the price of the arrangement
- This also applies if the participant is not present at the start of the arrangement without having cancelled.

8.4) Also, the ordering party always must pay to the organizer in case of cancellation:

- a. the costs of policy and insurance premium for the cancellation insurance, if he has taken one out with the organizer; and
  - b. the contribution to a guarantee fund, if the organizer is member of such a fund.
- In case of cancellation of the arrangement before the start of the arrangement, the organizer reimburses the costs of the travel insurance, if the participant has taken one out with him.

#### **ARTICLE 9 CHANGES BY THE ORGANIZER**

9.1) On grounds of important circumstances, of which the ordering party needs to be informed immediately, the organizer has the right to change the offered arrangement and/or activity. If possible, the organizer shall offer the ordering party an alternative that leaves intact as much as possible the character and the nature of the arrangement and fits within the agreed budget of the ordering party, and the organizer will communicate this at once.

9.2) The ordering party can reject a change as described in article 9.1, if the alternative has a vitally different character than the originally agreed arrangement or if the change otherwise produces a more than slight disadvantage for the ordering party. The ordering party that rejects the change must inform the organizer of this as soon as possible. In this case, the ordering party has a right to full restitution of any already paid fees or the part of the amount corresponding to the parts of the arrangement not realized.

9.3) In principle, the arrangement or the activity is also realized in case of bad weather, unless previous agreements have been made about this, in writing. In case of bad weather the organizer will endeavour to adjust the program in such a way that the inconvenience for the participant is limited as much as possible. Indoor activities will be realized in any case.

Outdoor activities can be cancelled free of cost by the ordering party at the latest 24 hours before the start, if the organizer considers the realization of the program not appropriate or impossible because of, among other things, safety reasons.

9.4) The realization of the agreed depends on local (weather) conditions. Participants in arrangement or activities that are not accompanied or directed by the organizer, are themselves responsible for any changes in the program if the situation so requires. In arrangements under direction of the organizer or a representative of the organizer, this person has the right to change the program in consultation with the participants, if the situation so requires.

#### **ARTICLE 10 CANCELLATION BY THE ORGANIZER**

10.1) Up to 14 days before the start, the organizer has the right to cancel the agreement if the number of registrations is smaller than the previously published minimum number of participants.

10.2) At all times the organizer has the right to cancel the agreement in case of important circumstances that are unforeseeable and not to be avoided or helped, such as (civil) war, terror, political unrest, natural disasters, scarcity of food, general strikes etcetera. The organizer is obliged to inform the ordering party of the cancellation immediately and with indication of reasons for the cancellation.

10.3) In case of cancellation by the organizer for circumstances described in 10.2 before start of the arrangement or activity, the ordering party has a right to full restitution of already paid fees. The organizer will endeavour to offer to the ordering party an arrangement or activity of comparable quality, if possible in the same period.

10.4) If the organizer decides to adjourn an arrangement that is already underway because of circumstances described in 10.2, he is obliged to endeavour to ensure a safe return of the participant. Any additional costs for this are for account of the participant. If because of premature return, the organizer saves considerable costs, the participant has a right to his share of this.

10.5) Serious shortcomings in the realization of the agreement by the ordering party or participant(s), such as improper use of provided materials, give the organizer the right to the immediate cancellation of his obligations, especially seizing back the materials provided by him and/or adjournment of the activities. In this case, the organizer can cancel the agreement by means of an oral declaration to the ordering party or participant, provided that this is followed by a declaration in writing to the ordering party or participant. The organizer has a right to full compensation of all costs and damages by the ordering party and/or participant.

#### **ARTICLE 11 OBLIGATIONS OF THE ORGANIZER**

11.1) The organizer is obliged to realize the agreement according to the expectations that the ordering party may reasonably have based on the agreement or the publications of the organizer. Depending on the circumstances, the organizer is obliged to provide help and support to the participant if the arrangement or activity does not transpire according to the expectations that he may reasonably have. If the cause of this is responsibility of the ordering party, the organizer is obliged to provide help and support in as far as it can be reasonably demanded of him. In this case, the costs for provided help and support are for account of the ordering party.

11.2) The correctness of the realization of the agreement must be judged also based on the customs and limitations of the country and the location where the activities take place, based on the sportive or adventurous character of the activity and based on the amount of the agreement.

11.3) The organizer is obliged to take out a liability insurance befitting the risks associated with the offered arrangements.

#### **ARTICLE 12 OBLIGATIONS OF ORDERING PARTY AND PARTICIPANT**

12.1) At the realization of the agreement, the ordering party is obliged to inform the organizer or the representative of the organizer of all personal circumstances of himself and/or those on behalf of whom he concludes the agreement, in as far as they can be of influence on the proper realization of the arrangement or activity. This obligation applies especially to all relevant medical circumstances and details concerning physical condition. Every participant in activities in or on the water, except cruises, needs to be in possession of an acknowledged swimming diploma or to have made known the lack thereof to the organizer.

12.2) Before the start of the arrangement or activity, the participant is required to have taken out an adequate travel- and/or accident insurance. By order of the ordering party or the participant, the organizer can recommend an adequate travel-, accident- or liability insurance.

The organizer herein only acts as an intermediary and expressly does not guarantee that damage will be paid by the contracted insurance company.

12.3) The participant is obliged to comply with all directions of the organizer or his representative to ensure a proper realization of the agreement.

12.4) The participant is obliged to use the provided material in the way for which it is designated by its nature and by the agreement. At reception of the material, the participant is obliged to report any flaws to the material and to have these recorded. The participant is not allowed to make any changes to the material or to give it over to be used by a third party without express permission of the organizer. The participant informs the organizer of any damage to or loss of materials as soon as possible, but at the latest at the finish of the agreement. For any order for reparation permission from the organizer is needed beforehand.

The participant shall return the provided materials to the representative of the organizer at the finish of the agreement at the previously agreed location, in the same state in which the materials have been received and as clean as possible. If necessary, the organizer has the right to charge to the ordering party and/or the participant any additional costs for cleaning, searching actions, transportation and storage of materials, statements of loss etcetera.

12.5) The participant who causes so much nuisance or inconvenience that the realization of the arrangement or activity is or may be severely hindered, who endangers himself or others or who deals with nature and the environment in an irresponsible way, can be excluded from (further) participation in the arrangement or activity by the organizer or his representative. All resulting additional costs are for account of the excluded participant or the ordering party under whose responsibility this participant takes part.

12.6) If the participant deviates from the recommended route or the recommended time- or travel schedule and this puts him to additional expenses, these expenses are for account of the participant.

12.7) In flying-trips the participant needs to reconfirm the return flight at the office of the airline at the latest 72 hours before the indicated time of this departure, if necessary aided by a representative of the organizer. In all trips the participant needs to ascertain the exact time of departure with the organizer or his local representative at the latest 24 hours before the indicated time of departure for the return trip. The consequences of neglecting to do so are entirely for account of the participant.

12.8) The organizer reserves the right to use for promotion purposes all photographic or other recordings made during the arrangement or activities. Any objections to this have to be presented in writing at the latest 14 days after the recording.

12.9) If the participant has not yet reached the age of 17 years and is not accompanied by at least one adult, the participant must present to the organizer a statement of no objection signed by his/her legal guardian, or both he/she and the legal guardian have to sign the registration form or the agreement.

12.10) The participant is and remains responsible for assessing if he/she is in proper physical condition to exercise any specific activity.

## **ARTICLE 13 LIABILITY OF THE ORGANIZER**

13.1) Participation in arrangements and/or activities occurs at the risk of the ordering party and/or participant. Unless there be any wilful intent or gross negligence on the part of the organizer, the organizer is not liable for any form of damage, such as ensuing damage, that the ordering party and/or the participant suffer as consequence to accidents occurring during the arrangement and/or activities, unless and as far as the limitation of liability may not be legally allowed.

13.2) The organizer is only liable for damages consequent to any material negligence in the facilities provided by him if this negligence of material can be imputed to the organizer, unless this negligence is not owing to his fault, nor can be put to his account by virtue of the law, a legal action or the notions prevailing in traffic.

13.3) The organizer in any case is not liable for damages consequent to:

- a. circumstances that are for account of the participant, such as not having a valid travel document, an insufficient physical condition, insufficient personal attire, incorrect action or failing to act, overestimation of his own abilities or disregarding instructions;
- b. a participant consciously or unconsciously grouping himself or having himself grouped in an erroneous category as described in article 3 and/or a participant not complying with one or more of the safety instructions and/or his or her physical condition, as described in article 3, not being sufficient to exercise the specific activity;
- c. actions and influences of third parties not directly involved with the realization of the agreement;
- d. circumstances not for account of the fault of the organizer and that the organizer cannot reasonably be held accountable for by virtue of the law of the Netherlands or the norms valid in societal traffic

13.4) The ordering party and/or participant are expected to take out a fitting insurance for accidents, travel and cancellation. In any case, the organizer never accepts liability for damages to which claims for remuneration exist, or are expected to exist based on the previous phrase, on account of an accident-, travel- and/or cancellation insurance.

13.5) If the organizer is in attributable negligence of fulfilling the agreement for an arrangement that falls under the law on the travel agreement, the organizer is liable for remuneration of the damage that is a direct consequence of the omitted achievement up to a maximum of three times the amount of the agreement, unless the law stipulates otherwise.

The liability of the organizer for erosion of travel enjoyment is limited to at the most once the amount of the agreement.

13.6) The exclusions and/or limitations mentioned in this article of the liability are also valid for employees and other representatives of the organizer, the booking agency and involved contractors, as well as their staff, unless the law stipulates otherwise.

13.7) If unexpectedly a circumstance occurs in the realization of an arrangement that leads to liability of the organizer, that liability shall be limited to the amount or the amounts which the liability insurance taken out by the organizer stipulates, increased by the insurance excess that the organizer carries under his liability insurance.

#### **ARTICLE 14 LIABILITY OF THE ORDERING PARTY AND PARTICIPANT**

14.1) The participant and/or the ordering party is liable towards the organizer for any damage or any other disadvantage caused by his own actions or his failure to act, or by actions of any third party so permitted by him.

#### **ARTICLE 15 REGULATIONS INVOLVING ADMITTANCE AND/OR MEMBERSHIP**

15.1) The organizer reserves the right to handle an admittance policy or regulations involving membership. The conditions related to this can be included in a separate regulation.

#### **ARTICLE 16 COMPLAINTS**

16.1) If a participant identifies a shortcoming in the realization of the agreement, he needs to notify the involved contractor of this as soon as possible, so that the latter can provide a fitting solution. If the shortcoming is not resolved within a reasonable period of time and detracts the quality of the arrangement or the activity, this must be made known to the organizer or his local representative as soon as possible. The communication expenses are remunerated by the organizer, unless it is apparent that they reasonably did not have to be made.

16.2) If the complaint is not resolved to satisfaction at the site, it can be handed in to the organizer in writing and with clear motivation within at the latest 14 days after the finish of the arrangement or the activity. If the arrangement or activity has not been realized, then a term applies of a month after the original start of the arrangement.

16.3) Any claim from anyone, as well as any right to cancellation of the agreement, is cancelled in case of untimely notification and in any case one year after the finish of the arrangement or the activity or, if the arrangement or activity has not been realized, one year after the original start.

#### **ARTICLE 17 APPLICABLE LAW AND DISPUTES**

17.1) On all agreements concluded by the organizer the law of the Netherlands applies.

17.2) If the organizer is a member of the Disputes Committee Travels, address:

Surinamestraat 24, 2585 GJ The Hague, The Netherlands, and the agreement is a travel agreement according to the civil code, the participant or the ordering party can propose the dispute in writing to this authority until at the latest two months after the finish of the arrangement (or three months after the original starting date). The verdict of this commission is binding for both parties. The Disputes Committee is not authorized to treat cases that relate to sickness, physical injury or death.

17.3) If the organizer is not a member of the Disputes Committee Travels or if the ordering party or participant does not wish to make use of this authority, the participant or the ordering party has the right to turn to the authorized judge.