



SurfaWhile Terms and Conditions

Content

Article 1 - Definitions	2
Article 2 – Applicability Terms	2
BOOKINGS	2
Article 3 – Conclusion Agreement	2
INFORMATION	3
Article 4 – Information from the Organiser	3
Article 5 – Traveller Info	4
FOR THE TRIP	4
Article 6 - Payment	4
Article 7 - Place	5
Article 8 – Revision by the Traveller	5
Article 9 – Traveller Cancelation	5
Article 10 – Price Change	6
Article 11 – Amendment by Organiser	6
Article 12 – Cancellation by the Organiser	7
EXECUTION OF THE TRIP	7
Article 13 - Responsibility	7
Article 14 – Conformity and non-compliance	7
Article 15 - Assistance	8
LIABILITY	8
Article 16 – Liability, compensation and exoneration	8
OBLIGATIONS OF THE TRAVELLER	9
Article 17 – Obligations of the traveller	9
OTHER PROVISIONS	9
Article 18 - Complaints	9

Article 1 – Definitions

Organiser: The trader who compiles the Trip and offers it – whether or not through a salesman. Likewise, the trader who offers the Travel if it consists only of one Travel Service and when the terms and conditions apply to it.

Traveller: any person who concludes or wants to conclude an agreement with the Promoter on a Trip and any person entitled to travel under the Agreement.

Travel service: passenger transport, rental of a motor vehicle or motor vehicle, accommodation or other tourist service within the meaning of Article 7:500(a) BW.

Travel service provider: the service provider carrying out part of the Trip, such as auxiliary persons (accommodation providers/carriers/external guides/etc.) of the Promoter.

Agreement: the agreement including these Terms and Conditions by which the Promoter commits to the Traveller to provide the Trip.

Written: in writing or by electronic means, including by e-mail.

Terms and conditions: these terms and conditions.

Package: a package holiday package within the meaning of the law.

Travel: a Package trip or if the Terms and Conditions apply to this a single Travel Service.



Article 2 – Applicability Conditions

2.1 Package Holidays

These Terms apply to all package travel offered or agreed with the Promoter and are an inseparable part thereof.

2.2 Linked Travel Agreement

These Terms may also be applied to Travel Services that are part of a linked travel package. The terms of the supplier of that Travel Service shall apply to the Travel Services which have not been agreed with the Promoter.

2.3 Travel Services

These terms and conditions may also be declared applicable to self-contained Travel Services that do not constitute a package travel or linked travel package. Title 7a of Book 7 Civil Code laying down rules on package travel agreements and linked travel arrangements does not apply in that case. These Travel Services do not have protection in the event of insolvency of the Promoter, unless expressly stated in the offer which party provides coverage in the event of insolvency of the Promoter.

2.4 Different and Additional Conditions

Deviating and additional conditions must be agreed in writing. Deviating provisions in the individual agreement take precedence over these Terms and Conditions

THE BOOKING

Article 3 – Conclusion Agreement

3.1 Supply Content

The Travel offered shall include the services and facilities expressly defined in the Tenders and Publications of the Promoter. The content of the offer shall be determined solely on the basis of the information provided by or on behalf of the Promoter. Information in publications of Travel Service Providers are not part of the offer, regardless of whether a link is included in the Offer of the Promoter. The stated travel time is indicated throughout days, with the day of departure and arrival counted as whole days.

3.2 Non-binding offer

All offers and offers offered by the Promoter are non-binding and can be revoked by the Promoter without giving any reason after acceptance. This also applies if the Traveller has received an automatic receipt of the booking.

3.3 Conclusion Agreement

The Agreement is made by the Traveller of the offer of the Promoter.

3.4 Apparent Errors

Apparent errors in the offer do not bind the Organizer. This concerns the offer of a price, the content of the service offered or other information which the Traveller, in view of all circumstances, was reasonably not allowed to assume that the Promoter intended to explain this. If there is any reason to doubt the accuracy of the price or information, the Traveller must check.

3.5 Special Wishes

If the Traveller makes known certain preferences for or when entering into the Agreement, rights can only be derived from it in so far as those preferences have been accepted as a special wish through a written commitment from the Promoter to the Traveller that preference will be granted. The single entry as a preference on travel documents and the booking confirmation is insufficient to do so.

3.6 Special Requirements

If the Traveller makes known to the Promoter as a 'requirement' at the latest when entering into the Agreement or because of other serious interests, this shall be considered a suspensive condition for the conclusion of the Agreement. The Promoter shall reject the 'requirement' within a reasonable period of time whether to confirm it and ensure that it is met. A period of 7 days is at least considered reasonable. If the Promoter rejects the requirement, no Agreement will be reached. If the Promoter confirms the 'requirement' the Agreement is made by sending confirmation. If the requirements are subject to additional costs and are known, the Organizer of the Traveller makes a new offer.

3.7 Confirmation receipt of the booking

If acceptance by the Traveller takes place by electronic means, the Promoter confirms the receipt of the acceptance sent by the Traveller

3.8 Confirmation receipt of the booking

The Promoter shall send a booking confirmation without delay after booking the trip, together with a (payment) invoice.

3.9 Withdrawal by Traveller

A booking of the Trip is final. The Traveller has no right to revoke the Agreement.

3.10 Minors

The Traveller who book the trip must be the age of majority. If a minor (<18 years)

travels without the persons who have custody of the minor, these persons must send a signed consent certificate within 7 days of booking. In this case, by way of derogation from paragraph 3 [Conclusion Agreement] of this Article, the Agreement shall be concluded only upon receipt of this declaration by the Promoter.

3.11 Booking for other Travellers & Communication

The Traveller who enters into an Agreement on behalf of or for the benefit of one or more other Travellers shall be jointly liable for all obligations resulting from them. The other Travellers are each liable for their own part. The confirmation, invoice, travel documents and all other communications will only be sent to the Traveller who makes the booking. The Traveller who books the Trip on behalf of or for the benefit of others is obliged – with the consent of that person – to disclose relevant personal circumstances of those other Travellers who may affect the performance of the Agreement in the notification. The Traveller who books the Trip on behalf of or for the benefit of others is obliged to provide those other Travellers with these Terms and Conditions and other relevant communications

INFORMATION

Article 4 – Information by the Organiser

4.1 Travel Sum

Prices quoted shall apply per person, unless expressly stated otherwise. The travel price offered includes all known unavoidable additional costs, unless the costs cannot be processed or are not yet known. In that case, these costs or the nature of the costs are clearly and close to the travel price. If the travel sum is age dependent, the age on the first day of the Trip is decisive.

4.2 Information by the Organiser After Booking

Upon concluding the Agreement or without delay thereafter, the Promoter shall provide the Traveller with the Agreement, including the accepted special wishes of the Traveller and information tailored to Dutch nationality on the necessary travel documents (passports, visas, etc.) and any health formalities and the other legally required information.

4.3 Information by the Tour Organiser

In time before the start of the Trip and at the latest when providing the travel documents, the

Traveller receives extensive information on the booked Trip including information on the scheduled departure times, the deadline for checking in, the planned stops and arrival and, where appropriate, the name of the air carrier carrying out air transport.

4.4 Travel Documents

The Traveller must have the travel documents necessary for the Trip throughout the Trip, such as a passport, visa, vaccination certificates, etc.. In view of the great importance of this, the Traveller should check the general information provided by the Promoter, to the relevant authorities and institutions for applicability, completeness and current affairs. The Traveller must verify before booking the trip whether there is sufficient time to obtain the necessary travel documents in connection with the possible long lead time of an application for travel documents and, in particular, a necessary visa. If the Traveller cannot make the Trip or not entirely because of the lack of valid, complete and correct travel documents, the resulting costs are entirely borne by the Traveller.

4.5 Receiving Travel Documents

The travel documents (transport tickets, vouchers, etc.) are sent to the Traveller in good time and no later than 7 days before departure unless the invoice is not fully paid. If the Traveller has not received the travel documents 5 days before departure, it must inform the Promoter without delay. Final departure times and arrival times are indicated in the travel documents..

4.6 Insurance Information

The Promoter shall provide the Traveller with information on the possibility of taking out cancellation insurance and travel insurance for the conclusion of the Agreement. The Promoter may require such insurance provided that the Traveller has been informed of this in writing before the conclusion of the Agreement.

Artikel 5 – Traveller Information

5.1 Relevant Information from the traveller(s)

For or when the Agreement is concluded, the Traveller who makes the booking shall provide all information of himself and other Travellers notified to him or her. In particular, this concerns information about travellers or the composition of the group if

this may affect the health or safety of the Traveller or others during the Journey. If the information provided is incorrect or incomplete, this may result in the Traveller being excluded from participation by the Promoter or the Travel Service Providers. In that case, the Traveller owes the cancellation fee in accordance with Article 9(2 [cancellation fee). Other costs resulting from this are also borne by the Traveller.

5.2 *Reduced mobility, pregnant women, unaccompanied minors & diseases.*

Travellers with reduced mobility and their escorts, pregnant women, unaccompanied minors and Travellers with a disease that may have an effect on the Journey should be served in entering into the Agreement or at least as soon as possible after the This is known to inform the Promoter of any consequences for the Trip and in particular air transport. These Travellers must verify with the carrier themselves whether a medical certificate is needed to travel.

FOR THE TRIP

Article 6 - Payment

6.1 *Deposit*

Upon conclusion of the Agreement, 20% of the travel bill must be met within 14 days of receipt of the payment invoice with a minimum of € 50 per Traveller. If airline tickets are included, the full amount of airline tickets plus 20% of the travel sum of the other part of the Trip must be paid as a deposit.

6.2 *Residual payment*

The remainder of the trip sum must be paid no later than 6 weeks before the start date of the Trip. Upon conclusion of the Agreement within 6 weeks before the start date of the Trip, the full travel sum shall be met per circumstance and at least before the start of the Trip.

6.3 *Absence and Interest*

If the Traveller does not pay within the time limit mentioned above or indicated on the invoice, the Traveller shall be in default without a further notice of default and shall owe the outstanding amount from then on the statutory interest.

6.4 *Collection Cost*

The Traveller is obliged to pay the extrajudicial collection costs if the Traveller has been ordered fruitless to pay within a period of fourteen days, starting the day after the notice was received indicating the consequences of the lack of payment, including the exact collection costs that are claimed. The extrajudicial collection costs amount to 15% of the advanced up to €2500, 10% over the subsequent € 2500, 5% over the subsequent € 5000 and 1% over the superior, with a minimum of € 40.

6.5 *Further Consequences of Lack of Payment*

If the Traveller is in default, the Promoter may suspend the transmission of the travel documents without further notice until the full payment has been received. If payment is not paid after reminder or if no payment has been paid before the start of the trip, the Promoter has the right to exclude the Traveller from participation. The obligation to pay remains. Instead of excluding the Traveller from participating, the Promoter may cancel the Agreement and charge the cancellation fee due to the Traveller. The provisions of this paragraph are not affected by other rights of the Promoter.

Article 7 – Trip Replacement

7.1 Terms, conditions & Notice

A Traveller can transfer the Trip to another person who meets all the conditions attached to the Trip. The Traveller asks the Promoter no later than 7 days before the start of the Trip, at least with regard to a reasonable period of time in which the necessary operations can be carried out, in order to place the person. Transfer is only possible to the extent that the conditions of the Travel Service Provider concerned allow this. If airline tickets are part of the Trip, transfer of the airline tickets is usually not possible. Transfer of the full journey is usually only possible if a new flight ticket is booked at the Traveller's expense.

7.2 Joint Liability and Additional Costs

The Traveller and the person taking over the Trip are jointly liable for the payment of the amount still due and for any additional fees, surcharges and other costs arising from the place, including costs.

Article 8 – Modifications by the Traveller

8.1 Amendments

The Traveller who booked the Trip may request the Promoter in writing to amend the Agreement. The Organizer has not been held for this. The Organizer informs the Traveller of the new travel sum. If the Traveller agrees to the costs of the change, the new travel price and modification costs are due. If the new travel price is lower than the original travel price, the difference will be offset by the change costs due.

8.2 Adjustment departure date or number of travellers

A request for a change in the departure date does not constitute a change, but a cancellation. Reduction in the number of passengers paying is not a change, but a partial cancellation. The cancellation scheme referred to in Article 9(2) [cancellation fee] applies to this.

Article 9 – Traveller Cancellation

9.1 Cancellation

The Traveler can cancel the Agreement at any time before the Start of the Tour. Termination must be made in writing. The date on which the Written Notice is received by the Promoter shall be the time of termination. When received after 17.00 or on weekends, the next working day (Mon-Fri) will be seen as the date of receipt

9.2 Cancellation Fee

If a flight is included in the Trip, the Traveller's cancellation will owe the following amounts:

- a. up to 61 days before the day of departure: the cancellation fee of the flight + 15% of the other part of the tripsum;
- b. from 60 days to 31 days before the day of departure: the cancellation fee of the flight + 25% of the other part of the travel price;

- c. from 30 days to 15 days before the day of departure: the cancellation fee of the flight + 50% of the other part of the trip sum;
- d. from 14 days before departure: 100% of the travel sum.

If no flight is included, the Traveller shall owe the following amounts:

- a. to 61 days before the day of departure: 15% of the travel sum;
- b. from 60 days to 31 days before the day of departure: 25% of the travel sum;
- c. from 30 days to 15 days before the day of departure: 50% of the travel sum;
- d. from 14 days before departure: 100% of the travel sum.

Article 10 – Price Change

10.1 Price Change

The Promoter may reserve the right in the Agreement to increase or change the travel sum in relation to agreements already entered into 20 days before the day of departure as a result of price changes in fuel costs or other energy sources, taxes or fees not directly involved in the execution of the Travel and/or exchange rates. The price review method must be known for booking and is part of the Agreement.

10.2 Termination by Traveller

If the increase exceeds 8% of the travel price, the Traveller has the right to terminate the Agreement. In that case, the Traveller is entitled to without delay reimbursement of the amounts paid. The Promoter shall set the Traveller a reasonable period of time within which the Traveller must have made written or terminates the Agreement. If the Agreement does not terminate within the prescribed period, the price increase shall be accepted and the right to termination expires..

10.3 Price Reduction

Where the right to price increase or price change has been agreed, the Traveller shall, where appropriate, apply for price reduction in accordance with the price review method. The amount that the Traveller will be on the basis of the possible price reduction shall be withheld an amount of 30 euros in administration costs..

Article 11 - Modification by Organiser

11.1 Changes

The Promoter has the right to unilaterally amend the Agreement before the start of the Trip in so far as it is non-major changes. The

Traveller is informed in writing and in a clear way.

11.2 Major Changes

If necessary, the Promoter can substantially change the main characteristics of the Agreement before the start of the Trip. This also includes the offer of an alternative Trip which, if reasonably possible, is of minimal equal quality. In that case, the Traveller may accept the change or terminate the Agreement without paying cancellation fees.

11.3 Amendments to an agreed Special Wish

If the Promoter cannot or cannot meet an agreed special wish of the Traveller with a reasonable effort, the Promoter may change the Journey on this section. In that case, the Traveller may accept the change or terminate the Agreement without paying cancellation fees.

11.4 Deadline

In the event of major changes, the Promoter shall set the Traveller a reasonable period of time within which the Traveller must have made it known to the Promoter in Writing whether it terminates the Agreement. If the Agreement does not terminate within the prescribed period, the amendment shall be accepted and the right to termination expires.

11.5 Price Reduction

If the change results in the quality or cost of the Trip reduced, the Traveller is entitled to an appropriate price reduction..

11.6 Notification

In the event of major changes, the Promoter shall inform the Traveller without delay of:

- the changes,
- the reasonable period within which the Traveller must inform the Promoter in writing of his decision or the Traveller terminates the Agreement,
- the consequence that if the Traveller does not reply in good time the change is accepted and the right to termination expires.
- if offered, the content of a replacement Trip or the amount of the appropriate price reduction.

11.7 Refund of paid traveller price

If the Traveller terminates the Agreement under this Article, the already completed entry will be refunded to the Traveller without delay and no later than 14 days.

11.8 Compensation in the case of rejection of the amendment

If the Journey is terminated and the cause of the change must be attributed to the Promoter, the Promoter shall offer the Traveller an appropriate compensation. If the Journey is terminated and the cause of the change must be attributed to the Traveller, the resulting damage shall be borne by the Traveller. If the Journey is terminated and the cause of the change can not be attributed to the Traveller or to the Promoter, the parties shall each carry their own damage.

Artikel 12 - Cancellation by the Promoter

12.1 Termination

The Promoter may terminate the Agreement before the start of the trip and refund the Traveller all amounts paid for the Trip without paying compensation:

(a) where the number of notifications is less than the minimum number set out in the Agreement and the Traveller of termination shall be notified within the time limit laid down in the Agreement, but at the latest:

- 20 days before the start of the Trip on a Journey of 6 days or more.
- 7 days before the start of the Trip on a Journey of 2 to 6 days.
- 48 hours before the start of the Trip on a Journey of less than 2 days.

(b) in the event of force majeure, which means unavoidable and extraordinary circumstances.

12.2 Refund Paid Travel Price

In the above cases, the Promoter shall pay back already received amounts without delay and no later than 14 days. Costs incurred by the Traveller for services outside the Agreement such as vaccinations, visas, purchase material, insurance and if not included in the Trip are the flight, tickets, accommodation, etc.

12.3 Termination By The Traveller

Where the Traveller does not meet pre-defined participation requirements or if incorrect or incomplete information on experience, skills, physical or mental condition or other relevant subjects are specified on behalf of the Traveller, the Promoter has the right to terminate the Agreement. This leaves other rights of the Organizer unaffected.

EXECUTION OF THE TRIP

Article 13 - Responsibility

13.1 Good Execution of The Journey

The Promoter is responsible for the implementation of the Travel Services covered by the Agreement, whether these Travel Services are carried out by the Promoter himself or by another Travel Service Provider.

13.2 Changes in itinerary and travel times

The Organizer will inform the Traveller about changes in the itinerary or travel times. If the Promoter is not aware of the place of stay, the Traveller will only be informed at the e-mail address or mobile telephone number known to the Promoter.

Article 14 – Conformity & Non Compliance

14.1 Conformity

The Promoter should carry out the Agreement in accordance with the expectations reasonably expressed by the Traveller on the basis of the publications, the Agreement and the circumstances on the travel destinations.

14.2 Passenger complaint obligation

The Traveller shall inform the Travel Service Provider and the Promoter without delay of a nonconformity observed by the Traveller during the performance of a Travel Service included in the Agreement.

14.3 Solution by the Organizer

The Promoter shall ensure that the reported non-conformity is remedied. Non-conformity does not need to be remedied if this is impossible or this disproportionately high costs take into account the degree of non-conformity and the value of the relevant Travel Services.

14.4 Traveller Solution

If non-conformity is not remedied within a reasonable period set by the Traveller, the Traveller has the possibility to remedy the non-conformity itself and to request reimbursement of expenditure.

14.5 Alternative Trip

If a significant proportion of the Travel Services cannot be carried out as agreed, the Promoter will offer an appropriate alternative, at no additional cost to the Traveller. The Traveller is entitled to price reduction if the alternative is of lower quality. The Traveller can only reject the

alternative offered if it is not comparable or the price reduction is insufficient.

14.6 Termination by the Traveller in the event of serious misfortune.

If non-conformity has a significant impact on the execution of the Trip and the Promoter has not remedied it within a reasonable period of time set by the Traveller, the Traveller may terminate the Agreement without payment of cancellation fees. If the Agreement includes transport, the Promoter shall also provide for the traveller's immediate repatriation with equivalent transport at no additional costs upon termination by the Traveller.

14.7 Price Reduction and Compensation

In the event of termination under the previous paragraph [termination significant consequences] or in the event that the Agreement is not terminated and no alternatives have been agreed, the Traveller is entitled to appropriate price reduction and appropriate Compensation.

14.8 Price Reduction

If the Traveller is entitled to an appropriate price reduction, this applies only to the period during which there was non-conformity. The Traveller is under no circumstances entitled to price reduction in so far as the non-conformity is attributable to the Traveller.

Article 15 - Assistance

15.1 Compulsory Assistance

The Promoter shall provide assistance and assistance to the Traveller without delay if the Traveller is in difficulty, in particular by providing good information on medical services, local authorities and consular assistance and the Traveller. help use remote communication and find alternative travel arrangements..

15.2 Costs

The Promoter shall charge a reasonable fee for the assistance and assistance if the difficulties have arisen from the Traveller's intent or negligence.

Liability

Article 16 – Liability, Compensation & Exoneration

16.1 Compensation

Compensation includes both damage suffered and compensation for departed travel pleasure.

16.2 Allocation & Force Majeure

In no event does the Traveller be entitled to compensation for damages incurred by the Traveller as a result of non-conformity, provided that the non-conformity is due to:

- a. the Traveller;
- b. third parties not directly involved in the performance of the Agreement and could not be foreseen or prevented non-conformity;
- c. unavoidable and extraordinary circumstances.

16.3 Liability Exclusion

Any liability of the Promoter for damage is limited to three times the travel sum, unless the damage follows from the traveler's death or personal injury or the damage caused by intentional or negligent actions by the Promoter.

16.4 Exclusion of liability under treaty or EU Regulation

If the Promoter can be held liable for any damage, including damage resulting from the Passenger's death or personal injury, that liability will in any event be limited or excluded to the limits permitted by the relevant international conventions and/or EU regulations relating to individual Travel Services.

16.5 Insured Damage

The Promoter is not liable for damage seals of the Traveller covered by insurance, such as health, travel or cancellation insurance.

16.6 Limitation

Each claim of the Traveller for compensation for damage is barred two years after the Trip took place or if the trip did not take place two years after the scheduled date of start.

16.7 No Accumulation of fees

If compensation or compensation is due due because of the same event under international conventions or EU regulations, such as the Air Passenger

Rights Regulation in the event of refusal, cancellation or long delay, this compensation or compensation does not accumulate with compensation or price reduction under this Agreement. Compensation or compensation shall be deducted from the compensation or price reduction payable by the Promoter under this Agreement. For the above, it does not matter whether compensation or compensation under international treaties or EU regulations is due by the Promoter or a travel service provider it engaged.

OBLIGATIONS OF THE TRAVELLER

Article 17 - Obligations

17.1 Behaviour and Follow Up Instructions

The Traveller must behave like a reasonable acting Traveller and is obliged to follow all instructions to promote a good performance of the Tour of the Organizer and the Travel Service Providers

17.2 Non Compliance effects – Exclusion of participation

In the event of no compliance with indications or in the event of a Passenger nuisance, the Promoter or the Travel Service Provider has the right to deny the Traveller the further participation in the Travel or Travel Service in part or in whole. In such a case, the Traveller is not entitled to a refund of funds. Further costs resulted from this are borne by the Traveller..

17.3 Warning

Before switching to the exclusion of participation, the Traveller is first given an oral or written warning. A warning is not required if this cannot be given from the Promoter or Travel Service Provider the circumstances of the case, taking into account the behaviour of the Traveller, the expected likelihood of improving behaviour, the effect on the Travel and other Travellers, the risk of damage and the safety of travellers and others.

17.4 Passenger Liability

The Traveller is liable for damage caused by his conduct, failure to fulfil the obligations in this Article or damage which otherwise must be attributed to him. The Traveller indemnifies the Promoter of claims of travel service providers or third parties involved in the Journey for damage caused or to be attributed to him

17.5 Checking Time For Return Journey

The Traveller must verify the exact time of departure at the latest 24 hours before the scheduled start of the return journey.

OTHER PROVISIONS

Article 18 - Complaints

18.1 Information

The Promoter shall provide contact details in the event of an emergency of the Promoter before the Start of the Trip and, where appropriate, his local representative.

18.2 Report on Site

If the Traveller considers that the Journey is carried out non-compliant, he shall report this non-conformity without delay, but at least during the Trip to the Travel Service Provider concerned so that it can find a solution. If the operator's tour management is on the spot, the complaint must also be notified to the travel management without delay. If there is no travel management on the spot, the complaint must also be clearly reported to the Promoter. This notification can be made on working days (Mon-Fri) under Dutch office hours (9-17h) per Whatsapp, sms text message, telephone or email. The Promoter sends the Traveller a confirmation of the notification via the same medium and by email.

18.3 Communication Costs

The costs of the necessary communication with the Organizer are borne by the Organizer. The Traveller should, as far as possible, reduce costs, including by using internet, WhatsApp and email calls.

18.4 Unresolved complaint report after return

All complaints which the Traveller does not say or have not been fully remedied or compensated during the Trip must be submitted to the Promoter within two months of return, Written and reasoned. The Promoter has been obliged to respond motivated within one month of receipt of the complaint.

18.5 Failure to report the non-compliance or complaint in good time

Failure or non-time complaining in accordance with the second paragraph [On-the-spot reporting] of this Article may affect the level of any price reduction or compensation, unless the interests of the Promoter do not prejudice due to the timely complaint Are. Complaints received in good time after returning shall not be dealt with unless this is not reasonable in the circumstances of the case.

law. Without prejudice to this choice of law, a consumer shall be protected by the mandatory right of the country of his place of residence if the Promoter focuses the commercial activities (e.g. advertising) on the agreed Journey on the country where the consumer residence, unless the services are not provided in whole or in part in that country

19.4 Competent judge

The Dutch court shall not be competent unless it is contrary to mandatory law.

Article 19 – Other Provisions

19.1 Rights of Third Party

Subordinates, auxiliary persons and other third parties involved in the performance of the Agreement may rely on the provisions of the Agreement and these Terms (including liability exclusions).

19.2 Replacement Provisions

Where mandatory law prerequisites are in the way of the validity of a provision in these Terms or if a provision is overturned, that provision shall be deemed to have been converted to a valid provision which is as close as possible in terms of content and scope. original intention.

19.3 Applicable Law

The offer, the Agreement and the implementation of the Agreement shall apply only To Dutch