# Organized Travel with Design4awareness



# Terms & Conditions



### A guarantee in place: STO Garant

In order to meet its statutory obligation to provide a guarantee, Design4awareness uses STO Garant, a guarantee scheme recognised by the Netherlands Authority for Consumers and Markets (ACM). You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant (www.sto-garant.nl/en/members). You can find all information relating to STO Garant at www.sto-garant.nl/en.

Whether STO Garant's guarantee applies to a particular (travel) offer made by Design4awareness is specified for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.sto-garant.nl/en/downloads).

#### How it works

Because the guarantee of STO Garant applies to your dolphin trip booking, you do not pay the travel sum to Design4awareness, but to the third-party account of Stichting Derdengelden Certo Escrow, a payment service provider registered with De Nederlandsche Bank (DNB) and the Authority for the Financial Markets (AFM). This foundation guarantees your travel sum until after the end of your booking. The day after the trip ends, the travel sum is released to Design4awareness. Should Design4awareness become financially insolvent before the end of your booking, STO Garant will carry out the guarantee. The guarantee scheme tells you how you can claim it in that case.

### Your booking and procedure

After having had direct contact with Wieteke and completing the booking form; you will receive a booking confirmation and invoice. Additionally you will receive an e-mail from STO Garant (info@sto-garant.nl) with information about how to make payment(s) for this booking. It is possible to pay in instalments, unless the travel date is 6 weeks or less after the date of booking. In that case, the entire travel sum must be paid at once. For all bookings, the full travel sum must be paid before departure. See also article 6 in the travel conditions below. You will receive an e-mail confirmation from STO Garant for each payment received.

#### TRAVEL TERMS AND CONDITIONS

These Travel Conditions, Guarantee Scheme and Corona Disclaimer apply to all Dolphin Retreats offered by:

Wieteke Koolhof, trade name: Design4awareness, KvK 34337685. Contact details: Czaar Peterstraat 69-D, 1018 PB – Amsterdam, info @design4awareness.com, +31(0)6-10706398, www.design4awareness.com

### New Paradigm Introduction to the terms & conditions

In line with the principals of Conscious Creating (with which you are surely familiar, if you consider joining me on a journey of inner- and outer exploration) I trust that – if – due to a certain line up of momentum in a less than desired direction – we happen to (co-) create a situation that may be experienced as challenging for us (you, myself – or others involved in this type of retreat) – that a simple and graceful way will open up automatically, to rebalance and harmonize the situation for all involved, without leaving a single trace of anything unwanted.

I however also understand that many people still deeply appreciate the presence of some guidelines to help them feel at ease. So in order to offer a middle way; I have taken some time to insert the below terms and conditions. These were based on general Terms and Conditions of collegues in the field and adjusted and fine-tuned to this particular trip and my business. If any of these in result, offer a sense of relaxation to even just one person; it will have been well worth it.

Meanwhile my heart and mind will remain predominantly focussed on what joys we may experience – rather than on what might go 'wrong'. And at all times – I warmly invite you to join me in that outlook and therefore; the energetic building of that reality in the physical – as the only logical result  $\triangle$ 

#### Article 1 – Definitions:

*Organizer:* Company Wieteke Koolhof, trade name Design4awareness, registered under Chamber of Commerce number 34337685.

*Traveler:* any person who wishes to enter into an agreement with the Organizer with regard to a Trip and any person who has the right to travel pursuant to the agreement; *Travel Service:* the services that are part of the trip, such as passenger transport, car rental, accommodation and excursions.

*Travel Service Provider:* the service provider that performs any part of the Trip, such as accommodation providers, carriers, external guides, etc.

*Agreement:* the agreement relating to the booked Trip, including these Terms and Conditions.

Written: in writing or by electronic means including by email.

Conditions: these travel conditions.

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

*Trip / Retreat:* a Package Holiday or, if the Conditions have been declared applicable to it, a single Travel Service.

Working Days: Monday through Friday, with the exception of holidays recognised in the Netherlands, within working hours (9am to 5pm Dutch time | CET-timezone).

#### Article 2 – Applicability of conditions

#### 2.1 Package holidays

These Conditions apply to all the Package Journeys offered by or agreed with the Organizer.

#### 2.2 Travel services

These Terms and Conditions may also be declared applicable to Travel Services that do not constitute a package holiday. Title 7a of Book 7 of the Dutch Civil Code, which contains rules about Package Travel Agreements will not apply in this case – and no protection will be offered in the event the insolvency of the Organizer, unless this is expressly stated in the offer: which party provides this cover and will fasciitate this guarantee or these insurance conditions.

#### 2.3 Divergent and additional conditions

Divergent and additional conditions must be agreed in Writing and shall take priority over these Conditions.

#### THE BOOKING

# Article 3 – Formation of the Agreement

#### 3.1 Content of offer

The Trip offered includes only the services and facilities expressly described in the offer and publications of Organizer's offer and publications. Information in publications of Travel Service Providers are not part of the offer, regardless of whether a link to it is included in the offer of the Guarantee Scheme, Travel Terms & Conditions | Wieteke Koolhof, incl. Design4awareness, KvK 34337685 Organizer. The stated travel duration is indicated in whole days, whereby the day of departure and days are counted as whole days.

# 3.2 Non-binding offer

The Organizer's offer is non-binding and may be revoked by the Organizer after acceptance.

### 3.3 The booking

The Agreement comes into effect as soon as the Traveler accepts the Organizer's offer, has signed all the nessecary application forms - and has paid the initial downpayment.

# 3.4 Obvious errors

Obvious errors in the offer do not bind the Organizer. If there is reason for doubt, the Traveler can make inquiries.

#### 3.5 Preferences

No rights can be derived from preferences submitted by the Traveler, unless the Organizer has confirmed these preferences In Writing to the Traveler. Organizer has confirmed in writing that the preference has been met. The mere mention as preference on travel documents and the booking confirmation is insufficient for this purpose.

#### 3.6 Special requirements

If, when making the booking, the Traveler informs the Organizer of medical requirements or other compelling interests as a requirements' to the Organizer, the Organizer will assess whether it can comply with them. If the Organizer is unable or unwilling to meet the requirements, the Agreement will not come into effect. The Organizer may make a price change in connection with the stated requirements.

# Please note that:

- -A- People with alcohol or drug addiction cannot participate in the trip.
- -B- People with unstable mental mindset or depending on prescription medicine such as anti-psychotics cannot participate on the trip.
- -C- Participants are responsible for the taking of their own regular medication and its use (if any differing from the ones referered to in section B).

#### 3.7 Confirmation of booking.

After booking the trip and checking availability, the Organizer will send a booking confirmation.

# 3.8 Revocation by traveler

A booking of the Trip is final. With signing the final application, the Traveler automatically agrees to not revoke the Agreement.

#### 3.9 Revocation by the Organizer

If the Organizer sees grounds for revocation - they may take the liberty to revoke/cancel the Participant's Booking at any time. This would only occur in exceptional cases when e.g. it has come to the attention of the Organizer that surrounding the Participant - there may be specific circumstances, which are suspected to have the capability to potentially negatively impact the over-all quality of the Trip or Retreat - be it directly or indirectly -

through affecting the Organizer personally or by affecting any of the other Participants directly or indirectly. In such cases, the Organizer will explain the reasons for the cancellation of the Booking to the Participant, so they may understand how this decision came to pass. Also in such cases - the Organizer shall refund the full travel sum to the Participant - unless the situation that caused the decision of the Organizer to cancel the booking - was caused by the coming out of a fact deliberatly kept secret by the Participant up until that moment. In that case, Article 9, section 2 regarding cancellation costs will be applied. The Organizer carries no financial responsibility regarding the Participant if flights were already booked / or any other expenses have been made by them for this Retreat. Adding cancellation insurances to flights or other bookings surrounding this trip, always remain the responsability of the Participant. More so, if, as a Participant, one senses one might face instable situations surrounding the application or participation on this retreat - which could affect them or others negatively in any way, shape or form.

#### 3.10 Minors

The Traveler booking the Trip must be of age.

### 3.11 Booking for other Travelers & communication

The Traveler who books for other Travelers is jointly and severally liable for all obligations that arising therefrom. The other Travelers are each liable for their own share. The confirmation, invoice, travel documents and all other communications will be sent only to the Traveler making the booking. The Traveler who books the Trip for others is obliged to provide to communicate relevant personal circumstances of those other Travelers at the time of booking. The Traveler who books the Trip for others is obliged to provide those other Travelers with these Conditions and other relevant communications. The Traveler who books the Trip indemnifies the Organizer for damages resulting from failure to comply with the above obligations.

### **INFORMATION**

# Article 4 – Information by the Organizer

#### 4.1 Travel price

Quoted prices are per person, unless expressly stated otherwise.

#### 4.2 Information by the Organizer at the time of booking

At the time of booking or immediately thereafter, the Organizer provides the Agreement to the Traveler including the accepted preferences of the Traveler and (for those travelling from The Netherlands) on the Dutch nationality tailored information about the necessary travel documents (passports, visas, etc.) and any health formalities.

#### 4.3 Travel documents

The Traveler must have the necessary travel documents during the Trip, such as a passport (which must be valid for a minimum of another 6 months on the last day of the Travel service offered by the Organizer), visa's, vaccination certificates, etc. Given the great importance of these, the Traveler must check with the official authorities to verify that the information is complete and up to date. Before booking the Trip, the Traveler needs to check whether there is sufficient time to obtain the necessary travel documents. If the Traveler cannot make the Trip, or cannot make it in full due to the absence of the correct travel documents, the costs shall be borne by the Traveler.

# 4.4 Information about insurance

The Organizer requires the Traveler to take care of their own personal travel insurance. Cancellation insurance is optional, but highly recommended. Without travel insurance, participation is not possible. In case of emergency, the Organizer will always aim to provide help and assistance to the Traveler. This can be more complicated if she has no access to the information that may help the Traveler get access to assistance of an emergency center (e.g.) as mentioned in their travel insurance. The Traveler must therefore provide the necessary details of their travel insurance no later than 2 weeks

before departure to be sent or emailed to info @ design4awareness.com The name and phonenumber (complete and incl. country-code) of a trusted familymember or friend who may be able to assist them from home – can also be added to this information.

# 4.5 Ticket arrangements

The Traveler is expected to make his own arrangements for a plane ticket to the destination. The Organizer advises the Traveler to arrange for a flight cancellation insurance. The Organizer also advises to only proceed to purchase an airline ticket, when the Organizer has informed that the trip will go ahead. The Organizer bears no responsibility for early purchase of the airline ticket or failure to take out cancellation insurance.

# Article 5 – Information offered by the Traveler

# 5.1 Relevant information from the Traveler(s)

For the booking, the booking Traveler provides all relevant information about the registered Travelers. In particular, information which may affect the health or safety of the Traveler or others. If the information provided is incorrect or incomplete, the Traveler may be excluded from participation. The Traveler shall then be liable for the cancellation fee in accordance with Article 9 paragraph 2. Other costs shall also be borne by the Traveler.

5.2 Reduced mobility, pregnant women and illness

Travelers with reduced mobility and their companions, pregnant women and Travelers with a(n) (mental) illness which may affect the Journey, must report this to Organizer at the time of entering into the Agreement or in any case *as soon as possible* after the Passenger becomes aware of it. This in connection with possible consequences for the Trip and in particular air- and sea travel. These Travelers themselves must verify with the carrier whether a medical certificate is required in order to travel. In case of a mental illness requiering medication, or a sudden onset of depression – Article 3.6 applies.

#### **BEFORE THE JOURNEY**

#### Article 6 – Payment and guarantee scheme STO Guaranty

In order to meet the statutory guarantee Wieteke Koolhof (Design4awareness) makes use of STO Garant. You can check this via the STO Garant participants page (https://sto-garant.nl/en/members) All information about STO Garant can be found at www.stogarant.nl.

For each (travel) offer from the Organizer, it is clearly stated whether the STO Garant guarantee applies. The guarantee scheme applies in any case to all dolphin trips / retreats. You can read what the guarantee means and which conditions apply. You can find this guarantee scheme on the STO Garant website (www.sto-garant.nl/downloads). If the STO Guarantee applies to your booking, you will not pay the travel sum directly to Organizer, but to the third-party account of Stichting Derdengelden Certo Escrow, an account registered with De Dutch Central Bank (DNB) and the Authority for the Financial Markets (AFM) registered payment service provider. This third-party funds foundation guarantees your travel sum until after the end of your booking. The day after the trip, the travel sum will be released to Organizer. When services due to financial inability of Organizer are not provided (fully and/or timely), then STO Guarantor will execute the guarantee. In the guarantee scheme you can read how to claim it in that case. In Addition, please note that:

- In the event of bankruptcy, the STO will never be able to provide you with more money than (at maximum) the paid travel sum.
- Any complaints and claims about the trip are outside / non-related to this payment method / method of insurance.
- The Design4awareness cancellation policy (as mentioned in art. 9 and elsewhere in these Terms & Conditions) will remain applicable.

– The STO is *not* a disputes committee.

# 6.1 Down payment

The deposit is a minimum of 15% of the travel sum. The deposit must be received within 14 days after booking.

# 6.2 Final payment

The balance of the holiday price must be paid no later than 6 weeks before the start of the trip. At booking within 6 weeks before the start of the trip, the full amount must be paid immediately after booking. In any event, payment must be received in full before the start of the trip.

#### 6.3 Default and interest

If the Traveler fails to pay within the agreed period, the Traveler will be in default without further notice of default being required and shall owe statutory interest on the outstanding amount.

#### 6.4 Collection costs

The Passenger must pay extrajudicial collection costs if the Passenger has not paid within the final payment deadline set via a Written reminder. The extrajudicial collection costs amount to: 15% of the amount claimed up to € 2500 (minimum €40), 10% over the subsequent € 2500, 5% over the subsequent € 5000 and 1% over the excess.

# 6.5 Further consequences of non-payment

If payment is not made even after reminder or if payment is not made before the start of the trip, the Organizer can exclude the Traveler from participation. The obligation to pay remains. Alternatively – instead of excluding the Traveler from participation, the Organizer may also decide to cancel the Agreement and charge the Passenger for the cancellation costs owed as stipulated in Article 9 paragraph 2.

#### Article 7 – Indemnification

#### 7.1 Conditions and notification

A Traveler may transfer the Trip to another person. The other person must comply with all terms and conditions mentioned here and attached to the Trip. Transfer is only possible insofar as the conditions of the Travel Service Provider concerned allow this. If airline tickets are part of the Trip, transfer of the airline tickets to another name, may be possible with the airline provider for a small additional fee, but keep in mind that sometimes this may not be possible. Transfer of the Trip is then possible if – at the costs of the Traveler – new airline tickets are booked. The Traveler needs to requests the Organizer no later than 15 days (seen from CET timezone) before the Trip to have another person substitute for them. This deadline is fixed; as the Travel Service Provider in Egypt needs a list of exact passport details of all participating Travelers ahead of time.

#### 7.2 Joint and several liability and additional costs.

The Traveler and the person taking over the Trip are jointly and severally liable for the payment of the travel sum and additional costs arising from the substitution, including amendment/administration costs of at least €75,-

### Article 8 – Amendment at the request of the Traveler

### 8.1 Amendment

The Traveler who has booked the Trip may request the Organizer to amend the Agreement. The Organizer is not obliged to do so. The Organizer will inform the Traveler of the new travel sum. If the Traveler agrees to the costs of the change, the new travel sum and change costs are payable. If the new travel sum is less than the original travel sum, the difference will be set off against the change costs payable.

# 8.2 Change of departure date

Unless the Organizer indicates that there is a rebooking, the change in the departure date constitutes the cancellation of the existing agreement and the creation of a new

agreement. The cancellation regulations of Article 9. apply to the cancelled agreement.

### Article 9 – Cancellation by the Traveler

#### 9.1 Cancellation

The Traveler may cancel the booking prior to the commencement of the Trip. Cancellation must be made in writing. The date on which the cancellation is received by the Organizer will apply as the moment of cancellation. In the event of receipt after 5 p.m. or outside Working Days, the next Working Day will be regarded as the date of receipt.

#### 9.2 Cancellation fees

When a Traveler cancels a trip then the Traveler will owe the following amounts:

- Up to 90 days before departure: the amount of deposit
- From 90 to 60 days before departure: 50% of the travel sum
- From 60 to 30 days before departure: 75% of the travel sum
- From 30 days before departure: 100% of the travel sum

#### 9.3 Reduction in number of travelers

If the number of Travelers is reduced within one booking, the Organizer may charge the cancellation costs referred to in articel 9.2

#### 9.4 Cancellation costs for cancellation after a rebooked trip

It may happen that the Traveler and Organizer rebook the trip to a later time. If the Passenger cancels the rebooked trip, the cancellation costs will be at least the amount that would be due if cancellation had been made on the date of rebooking.

(Example: 14 days before the start of the original trip, the trip is rebooked to 1 year later. 6 months before the start of the rebooked trip, the traveler cancels because he does not wish to travel anymore. The cancellation fee would be only the amount of deposit according to article 9.2. The cancellation fee would be 100% of the travel price if on the date of rebooking would have been canceled. In this case, 100% of the travel sum would be the cancellation fee). See also article 8.2

# 9.5 Travel credits issued out of courtesy

If a Trip is cancelled by the Traveler and a travel credit is issued out of goodwill, applies (unless other conditions are communicated by the Organizer):

- the travel credit must have been spent within one year after the travel credit is granted.
- the new trip must have commenced within two years of the granting of the travel credit.
- the travel credit is tied to the Traveler and not transferable.
- the travel credit can only be used for the same Trip at a later time.
- if the Trip is more expensive at a later time, the price difference will be charged to the Traveler.
- If the Traveler cancels the Trip booked with a travel credit granted on grounds of courtesy, the travel credit will expire.

# 9.6 Voluntary trip termination

If a Passenger voluntarily decides to leave a trip (for example due to medical reasons), he cannot be entitled to a refund or reimbursement of additional costs incurred in connection with leaving the trip.

### 9.7 Additional requirements

Additional requirements during travel and at the destination, such as showing a negative result of a PCR test, obtaining a valid corona pass (QR code), wearing a mouthpiece, time blocks, distance measures, etc. are at the risk of the traveler. Governments may change these requirements unannounced. If the traveler, for any of the reasons stated in this article, cancels the trip, the provisions of article 9.2 shall apply.

#### Article 10 – Modification by the Organizer

### 10.1 Changes

The Organizer may unilaterally make minor changes to the Trip before the start of the Trip. The Traveler will be informed of this. The Organizer reserves the right to change the

tour guide and to send a different guide than agreed upon, should this for example in connection with illness is necessary.

# 10.2 Substantial changes

If necessary (which would only be due to some kind of unexpected circumstances) the Organizer may, prior to the commencement of the Trip, change the main features of the trip. This includes offering an alternative Trip. The Traveler may accept the change or terminate the Agreement without payment of cancellation costs. Upon termination, the travel price paid by the Traveler will be refunded. The Organizer may set the Traveler a reasonable period within which the Traveler must make his choice clear. If the Agreement is not terminated within the specified period, the change will be deemed to have been accepted and the right of termination will lapse.

# Article 11 – Cancellation by the Organizer

#### 11.1 Cancellation in connection with minimum numbers

The Organizer may cancel the Agreement prior to commencement of the Trip if the number of applications turns out to be less than the minimum number specified to be needed in the Agreement. Than the Traveler will be informed of this no later than 20 days prior to commencement of the Trip.

# 11.2 Cancellation due to force majeure / unavoidable circumstances

The Organizer can cancel the Agreement before the start of the Trip if the Organizer cannot carry out the Agreement due to unavoidable and extraordinary circumstances or if it has become clear the trip may cause problems for some of the travelers invloved, themselves or the local people involved in the fascilitation of this trip in the hosting country. E.g. due to a partial sudden closing of the borders, making it impossible for people to arrive at the destination.

### 11.3 Refund of travel sum paid – no compensation

In the above cases, the Organizer will refund amounts already received within 14 days, minus E100,- administration costs and no compensation will be due. Not reimbursed are costs incurred by the Traveler incurred for services outside the Agreement such as vaccinations, visas, purchase of equipment, insurance and if not included in the Trip the air travel, tickets, accommodation, etc.

# 11.4 Cancellation as a result of undesired actions by the Traveler

If the Traveler does not meet the participation requirements set in advance or if incorrect or incomplete information about the Traveler was provided, the Organizer may cancel the Agreement. The Traveler will then owe cancellation costs as stipulated in Article 9 paragraph 2.

### **EXECUTION OF THE TRIP**

# Article 12 – Responsibility & shortcomings (non-conformities).

#### 12.1 Proper execution of the Trip

The Organizer is responsible for the performance of the agreed Travel Services, regardless of whether these are performed by the Organizer itself or by another Travel Service Provider. The Organizer must perform the Agreement in accordance with the general expectations, which the Traveler – based on the publications, the Agreement and the circumstances at the travel destinations – could reasonably have. If the Organizer is forced to find a substitute facilitator to host you on your holiday (due to illness e.g.) channeling sessions with Arjun obviously cannot be offered on the location, but may be offered to you in private session (online or in person) if possible after the Trip and if Organizer is capable of facilitating these in good order and health.

### 12.2 Changes in itinerary and travel times

The Organizer will inform the Traveler of changes in the travel schedule. The Traveler will be informed at the email address or mobile phone number known to the Organizer.

### 12.3 Remedy by the Organizer.

The Organizer will always to the best of her ability ensure that any shortcomings are remedied. A shortcoming need not be remedied if this is impossible or involves disproportionately high costs.

# 12.4 Compensation

If a shortcoming cannot be remedied, the Organizer (or Travel Service Provider) will enter into consult with the Traveler and may arrange compensation or an alternative solution where appropriate. The Traveler is not entitled to compensation or an alternative if the shortcoming is attributable to the Passenger.

### Article 13 - Help and assistance

### 13.1 Obligatory assistance

The Organizer shall to the best of her ability provide the Traveler with help and assistance if the Traveler is in difficulty.

#### 13.2 Costs

The Organizer will charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence of the Traveler.

#### LIABILITY

#### Article 14 – Attribution, force majeure and liability exclusions

### 14.1 Attribution & force majeure

The Passenger shall not be entitled to compensation for damage incurred by the Passenger as a result of a shortcoming (non-conformity) attributable to:

- 1. the Traveler;
- 2. third parties who are not directly involved in the performance of the Agreement and the failure could not be foreseen or prevented, or
- 3. unavoidable and extraordinary circumstances.

#### 14.2 Liability exclusion

Organizer Wieteke Koolhof (Design4awareness) is not liable for: damage due to shortcomings in the performance of the travel agreement based on circumstances attributable to the Passenger, including damages resulting from the (mental) health and physical condition of the Traveler, and damages of any nature whatsoever that resulted because the Organizer relied on incorrect and/or incomplete information provided by, or on behalf of the Traveler;

damage as a result of circumstances that cannot be attributed to the Organizer or which cannot reasonably be attributed to the Organizer under the law or socially accepted standards;

delays and/or damage suffered due to changed transport schedules or departure times, war, strikes, scarcity, political circumstances, mechanical failure, natural disasters or other causes involving force majeure and the consequences of which could not reasonably be avoided;

damage resulting from swimming and snorkeling in the Red Sea with all of the marine life and corals found there; theft, loss or damage to property/luggage; possession by Travelers of substances or goods forbidden by Dutch (or any other international) law or the laws of the host country.

acts by Travelers contrary to laws and morals of the country in which they are traveling; damage suffered by the Traveler as a result of arrest by the police and/or other authorities during the trip or due to the Traveler's non-compliance or alleged non-compliance with legal requirements or regulations. All consequences thereof shall be borne by the Traveler; mistakes made by transport companies;

obvious errors in the travel program;

damages for which travel and/or cancellation insurance may provide coverage.

#### **OBLIGATIONS OF PASSENGER**

### Article 15 – Passenger's obligations

### 15.1 Behavior and following instructions

The Traveler must behave as a reasonably acting Traveler and is obliged to follow all (safety) instructions of the Organizer and the Travel Service Providers.

# 15.2 Consequences of non-compliance – exclusion from participation

In the event of non-compliance with instructions or in the event that a Traveler causes a nuisance, the Organizer/Travel Service Provider deny the Traveler further participation in the Trip in part or in full. The Traveler in that case, will not be not entitled to a refund of monies. Any further incurred as a result will be borne by the Traveler.

# 15.3 Warning

Before the Traveler is excluded from participation, the Traveler will first receive a verbal or written warning. A warning is not required if this is not is not appropriate or possible (like in an emergency situation, caused partilly or in whole by the Traveler).

# 15.4 Traveler's liability and indemnity

The Traveler is liable for damage caused by his conduct, failure to comply with the obligations in this article, or damage that is otherwise attributable to him. The Traveler indemnifies the Organizer against claims by Travel Service Providers involved in the Trip, other Travelers or third parties for damage caused by the Traveler or attributable to him.

### 15.5 Checking the time of return

If applicable, the Passenger must check the exact time of departure (e.g. from the airport) no later than 24 hours before the planned start of the return trip

#### 15.6 Formal health requirements

The Traveler must decide for themselves how and to what degree they comply with any health requirements applicable at the destination (and transit countries). Governments may change these requirements unannounced. The consequences of these changes and how to respond to them, are within the scope of the personal responsability of the Traveler.

# 15.7 Measures by Travel Service Providers

Travel Service Providers may take all reasonable measures and require the cooperation of Travelers of Travelers, including to prevent and combat calamities, to reduce health risks, to prevent damage or to comply with government regulations. In the event of Failure to comply with the measures or instructions, this then may result in the Passenger being denied the Travel Service and access.

To be vaccinated against Covid and/or choose to wear a mask (or not); fall under Article
 15. paragraph 6. Organizer does not dicriminate nor pressure Traveler's personal choices in this regard.

#### 15.8 Use of material

The Passenger must treat the materials provided neatly. Upon receipt, the Passenger must check these items and report any defects immediately. The Passenger is liable for damage, loss or theft of the materials provided.

# Article 16. Other provisions

#### 16.1 Applicable law

The offer, the Agreement and the performance of the Agreement shall be governed exclusively by Dutch law, unless this is contrary to mandatory law. If the consumer lives outside the Netherlands at the time of booking, applies: Despite the choice of law, the consumer is entitled to the protection that the mandatory law of the country of his residence offers him if (cumulatively):

- ${\sf -}$  the Organizer directed the commercial activities for the agreed Trip to the country where the consumer is domiciled, and;
- the agreed travel services are partly or wholly performed in that country.
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