Article 1 - Definitions

Organiser: The trader who puts together the Trip and offers it - whether or not via a reseller. The Organiser is also considered to be the merchant offering the Travel if it consists of only one Travel Service and the Terms and Conditions have been declared applicable to it.

Traveller: any person who wishes to enter into a Travel Agreement with the Organiser and any person who is entitled to travel on the basis of the Agreement;

Travel service: passenger transport, hire of a motor vehicle or motorcycle, accommodation or another tourist service, insofar as these services fall within the definition of Section 7:500(a) of the Dutch Civil Code.

Travel Service Provider: the service provider that performs any part of the Journey, such as auxiliary persons (accommodation providers/carriers/external guides/etc.) of the Organiser.

Agreement: the agreement, including these Terms and Conditions, by which the Organiser undertakes towards the Passenger to provide the Journey.

In writing: in writing or electronically, including by e-mail.

Terms and conditions: these general terms and conditions.

Package tour: a package tour in the sense of the law.

Journey: a Package Travel or, if the Terms and Conditions have been declared applicable to it, a Single Travel Service.

Working days: Monday to Friday, with the exception of public holidays recognised in the Netherlands, within working hours (9h-17h Dutch time).

Article 2 - Applicability of conditions

2.1 Package holidays

These Terms and Conditions apply to all Package Tours offered by or agreed with the Organiser and form an inseparable part thereof.

2.2 Linked travel arrangements

These Terms and Conditions may also apply to Travel Services that are part of a linked travel arrangement. The Travel Services that have not been agreed with the Organiser are subject to the terms and conditions of the provider of that Travel Service.

2.3 Travel services

These terms and conditions may also apply to stand-alone Travel Services that do not constitute a package holiday or linked travel arrangement. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel agreements and linked travel arrangements, does not apply in that case. These Travel Services are not subject to protection in the event of the Organizer's insolvency, unless it is expressly stated in the offer which party provides coverage in the event of the Organizer's insolvency.

2.4 Deviating 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 - Formation of the Agreement

3.1 Content of the offer

The Trip offered includes the services and facilities expressly described in the Organiser's offers and publications. The content of the offer will be determined solely on the basis of the information provided by or on behalf of the Organiser. Information in publications of Travel Service Providers are not part of the offer, regardless of whether there is a link to it in the Organizer's offer. The duration of the journey is indicated in whole days, with the day of departure and arrival counted as whole days.

3.2 Voluntary offer

All quotations and offers made by the Organiser are without obligation and can in all cases be revoked by the Organiser after acceptance until 5 p.m. on the next Business Day without giving reasons. This also applies if the Passenger has received an automatic confirmation of receipt of the booking.

3.3 Realisation of an agreement

The Agreement is established by the acceptance by the Traveller of the Organiser's offer.

3.4 Obvious errors

Obvious 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, in view of all the circumstances, the Traveller could not reasonably assume that the Organizer intended to explain. If there is reason to doubt the correctness of the price or information, the Traveller should enquire.

3.5 Special wishes

If the Passenger indicates certain preferences before or at the time of entering into the Agreement, rights may only be derived from these preferences to the extent that these preferences have been accepted as a special wish by means of a written undertaking from the Organizer to the Passenger that the preference will be granted. The single entry on travel documents and the booking confirmation is not sufficient for this purpose.

3.6 Special requirements

If, at the latest on entering into the Agreement, the Passenger makes requirements in connection with the medical condition or because of other important interests known to the Organiser as a 'requirement', this shall apply as a suspensive condition for the formation of the Agreement. The Organiser must reject or confirm the 'requirement' within a reasonable period of time and ensure that it is met. In any case, a period of 7 days is considered reasonable. If the Organizer rejects the requirement, no Agreement will be concluded. If the Organizer confirms the 'requirement', the Agreement will be concluded by sending confirmation. If there are additional costs associated with the requirements and these are known, the Organiser will make the Traveller a new offer.

3.7 Confirmation of receipt of booking

If acceptance by the Passenger is effected electronically, the Organiser shall confirm receipt of the acceptance sent by the Passenger.

3.8 Confirmation of booking

Immediately after booking the trip, the Organiser will send a booking confirmation with or without a (down payment) invoice.

3.9 Revocation by traveller

A booking of the Journey is final. The Passenger has no right to revoke the Agreement.

3.10 Minors

The Traveller who books the trip must be of legal age. If a minor (<18 years old) travels without the persons in charge of the minor, these persons must send a signed statement of consent within 7 days of booking. In this case, notwithstanding paragraph 3 of this Article, the Agreement shall only become final upon receipt of this statement by the Organiser.

3.11 Bookings on behalf of other Travelers & Communication

A Passenger who enters into an Agreement on behalf of or for the benefit of one or more other Passenger(s) shall be jointly and severally liable for all obligations arising therefrom. The other Travellers are each liable for their own share. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Traveller making the booking. A Passenger who books the Journey on behalf of or for the benefit of others is obliged - with that person's permission - to announce relevant personal circumstances of those other Passenger which may affect the implementation of the Agreement at the time of registration. The Passenger booking the Journey on behalf of or for the benefit of others shall be obliged to provide such other Passengers with these Terms and Conditions and other relevant communications.

INFORMATION

Article 4 - Information by the Organiser

4.1 Travel sum

Prices quoted are per person, unless explicitly stated otherwise.

4.2 Information before booking

For the conclusion of the Agreement, the Organiser shall provide the completed standard information form (Annex to Directive (EU) 2015/2302) and the other legally required information as stated in Section 7:502 of the Dutch Civil Code.

4.3 Information provided by the Organiser at the time of booking or immediately thereafter

When concluding the Agreement or immediately thereafter, the Organiser shall provide the Traveller with the Agreement including the Traveller's accepted special wishes and information geared to Dutch nationality regarding the necessary travel documents (passports, visas, etc.) and any health formalities and other information required by law.

4.4 Information by the Trip Organiser

Well before the start of the Journey and no later than when the travel documents are provided, the Passenger shall receive comprehensive information on the Journey booked, including information on the scheduled departure times, the check-in time, the scheduled stops and arrivals and, where applicable, the name of the air carrier operating the air transport service.

4.5 Travel documents

The Traveller must have the necessary travel documents, such as passports, visas, vaccination certificates, etc., at his disposal throughout the entire Journey. In view of

the great importance of this, the Passenger must check the general information about this provided by the Organiser with the relevant authorities and institutions for applicability, completeness and topicality. Prior to booking the trip, the Traveller must verify that there is sufficient time to obtain the necessary travel documents due to the possible long processing time of an application for travel documents and, in particular, any visa required. If the Passenger is unable to make the Journey or cannot make it in full due to the absence of valid, complete and correct travel documents, the resulting costs shall be entirely at the expense of the Passenger.

4.6 Travel documents

The travel documents (transport tickets, vouchers, etc.) shall be sent to the Passenger in good time and no later than 7 days prior to departure, unless the invoice has not yet been paid in full. If the Passenger has not received the travel documents 5 days prior to departure, he must inform the Organiser immediately. Final departure and arrival times are stated in the travel documents.

4.7 Information about insurance

Prior to concluding the Agreement, the Organiser will provide the Traveller with information about the possibility of taking out cancellation insurance and travel insurance. The Organiser may require such insurance provided that the Passenger has been informed of this in writing prior to the conclusion of the Agreement.

Article 5 - Information by the Traveller

5.1 Relevant information of the Passenger(s)

Prior to or at the time of concluding the Agreement, the Passenger making the booking shall provide all information relevant to the Journey of himself or herself and the other Passengers notified by him or her. In particular, this includes information about the Travellers or the composition of the group if this may affect the health or safety of the Traveller or others during the Trip. If the information provided is incorrect or incomplete, this may result in the Passenger being excluded from participation by the Organiser or the Travel Service Providers. In that case, the Passenger shall owe the cancellation costs in accordance with Article 9(2). Other resulting costs shall also be borne by the Traveller.

5.2 Reduced mobility, pregnant women, unaccompanied minors and illness

Travellers with reduced mobility and their companions, pregnant women, unaccompanied minors and Travellers with an illness that may affect the Journey must report this to the Organizer at the time of entering into the Agreement or in any case as soon as possible after the Traveller becomes aware of it in connection with any consequences for the Journey and in particular air transport. These Passengers must

check with the carrier themselves whether a medical certificate is required in order to travel.

BEFORE TRAVEL

Article 6 - Payment

6.1 Downpayment

After conclusion of the Agreement, 20% of the travel sum must be paid within 14 days of receipt of the down payment invoice, with a minimum of € 50 per Passenger. If airline tickets are included, the full amount of the airline tickets plus 20% of the fare of the remaining part of the trip must be paid as a deposit.

6.2 Remaining payment

The remainder of the travel sum must be paid no later than 6 weeks before the commencement date of the Trip. If the Agreement is concluded within 6 weeks of the commencement date of the Journey, the full travel sum must be paid immediately and in any event before the commencement of the Journey.

6.3 Absenteeism and interest

If the Passenger fails to pay within the period referred to above or stated on the invoice, the Passenger shall be in default without any further notice of default being required, and shall owe interest on the outstanding amount as of that date.

6.4 Collection costs

The Passenger shall be obliged to pay the extrajudicial collection costs if the Passenger is unsuccessfully summoned to pay within a period of fourteen days, commencing the day after the reminder is received, stating the consequences of the failure to pay, including the exact collection costs claimed. The extrajudicial collection costs are 15% of the amount claimed up to €2500, 10% over the subsequent €2500, 5% over the subsequent €5000 and 1% over the excess, with a minimum of €40.

6.5 Further consequences of non-payment

If the Passenger is in default, the Organiser may suspend the sending of the travel documents without further notice until full payment has been received. If payment is still not made after a reminder or if payment has not been made before the start of the trip, the Organiser is entitled to exclude the Passenger from participation. The obligation to pay remains. Instead of excluding the Passenger from participation, the Organiser may cancel the Agreement and charge the Passenger for the cancellation

costs due. The provisions of this paragraph are without prejudice to any other rights of the Organiser.

Article 7 - Substitution

7.1 Conditions and notification

A Traveller may transfer the Journey to another person who satisfies all the conditions attached to the Journey. The Passenger requests the Organiser to replace the person no later than 7 days prior to commencement of the Trip, or at least with due observance of a reasonable period within which the necessary actions can be carried out. Transfer is only possible insofar as the terms and conditions of the Travel Service Provider concerned permit this. If airline tickets are part of the Journey, transfer of the airline tickets is generally not possible. Transfer of the entire trip is then generally only possible if - at the expense of the Traveller - a new airline ticket is booked.

7.2 Joint and several liability and additional costs

The Passenger and the person taking over the Journey shall be jointly and severally liable for the payment of the amount still due and for any additional reimbursements, surcharges and other costs arising from the substitution, including alteration costs.

Article 8 - Modification by the Passenger

8.1 Modification

The Traveller who has booked the Trip may request the Organiser in Writing to amend the Agreement. The Organizer is not obligated to do this. The Organiser shall inform the Traveller of the new travel sum. If the Passenger agrees to the costs of the amendment, the new travel sum and amendment costs shall be due. If the new fare is lower than the original fare, the difference will be settled with the change costs due.

8.2 Adjustment of departure date or number of travellers

A request to change the departure date does not constitute a change, but a cancellation. Reducing the number of paying passengers does not constitute a change, but a partial cancellation. This is subject to the cancellation regulations in Article 9(2).

Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Passenger may terminate the Agreement at any time prior to commencement of the Trip. Notice of termination must be given in writing. The date on which the written notice of termination is received by the Organizer shall be deemed to be the date of termination. If received after 5 p.m. or outside Business Days, the next Business Day will be considered the date of receipt.

9.2 Cancellation costs

If a flight is included in the Voyage, the following amounts shall be due upon cancellation by the Passenger:

- a. up to and including 56 days prior to the day of departure: the cancellation costs of the flight + 20% of the remaining part of the travel sum;
- b. from 55 days up to and including 22 days prior to the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: the cancellation costs of the flight + 75% of the remaining part of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.

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

- a. up to and including 56 days prior to the day of departure: 20% of the travel sum;
- b. from 55 days up to and including 22 days prior to the day of departure: 50% of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: 75% of the travel sum;
- d. from 6 days before the day of departure: 100% of the travel sum.

In the event of a reduction in the number of persons within a booking where not all agreed services can be proportionally reduced, the cancellation costs due will be the travel sum minus the actual cost savings. If applicable, income from actual alternative use of the released capacity will be deducted from the cancellation costs.

Article 10 - Price change

10.1 Price change

The Organiser reserves the right to increase the cost of travel in respect of Agreements already entered into up to 20 days prior to the day of departure due to price changes in the cost of fuel or other energy sources and/or taxes or fees from third parties not directly involved in the performance of the Trip. The Organiser may reserve the right in the Agreement to increase the cost of travel in respect of Agreements already entered into up to 20 days prior to the date of departure on the basis of changes in applicable exchange rates. The price revision method must be known before booking and is part of the Agreement.

10.2 Termination by Traveller

If the increase amounts to more than 8% of the travel sum, the Passenger shall be entitled to terminate the Agreement. In that case, the Passenger shall be entitled to an immediate refund of the amounts paid. The Organiser shall set the Passenger a reasonable period within which the Passenger must have made known in writing whether he is terminating the Agreement. If the Agreement is not terminated within the set term, the price increase shall be deemed to have been accepted and the right to terminate shall lapse.

10.3 Price reduction

If the right to a price increase has been stipulated, the Passenger shall, where applicable, be entitled to request a price reduction in accordance with the price revision method. From the amount to which the Traveller is entitled on the basis of the possible price reduction, an amount of 30 euros in administration costs will be withheld.

Article 11 - Modification by the Organiser

11.1 Changes

The Organiser is entitled to unilaterally amend the Agreement prior to the commencement of the Trip insofar as it concerns non-invasive amendments. The Traveller shall be informed of this in Writing and in a clear manner.

11.2 Substantial changes

If necessary, the Organiser may substantially amend the main features of the Agreement prior to commencement of the Trip. This also includes offering an alternative Trip that is of at least equal quality if reasonably possible. In that case, the Passenger may accept the amendment or terminate the Agreement without payment of cancellation costs.

11.3 Change in an agreed special wish

If the Organiser cannot, or cannot with reasonable effort, meet an agreed special wish of the Passenger, the Organiser may amend the Journey in this section. In that case, the Passenger may accept the amendment or terminate the Agreement without payment of cancellation costs.

11.4 Term

In the event of major changes, the Organiser shall set the Traveller a reasonable period within which the Traveller must have notified the Organiser in writing whether he is terminating the Agreement. If the Agreement is not terminated within the set term, the amendment shall be deemed to have been accepted and the right to terminate shall lapse.

11.5 Price reduction

If the change results in a reduction in the quality or cost of the Journey, the Passenger shall be entitled to an appropriate price reduction.

11.6 Notification

In the event of major changes, the Organiser shall inform the Passenger immediately:

- the changes,
- the reasonable period within which the Passenger must notify the Organiser in writing of his decision whether to terminate the Agreement,
- the consequence that if the Passenger does not respond in time, the change shall be deemed to have been accepted and the right to terminate shall lapse.
- if offered, the content of a replacement Journey or the amount of the appropriate price reduction.

11.7 Reimbursement of amounts paid

If the Passenger terminates the Agreement on the basis of this article and the traveller does not accept a replacement package holiday, the Organiser shall refund all amounts paid by or on behalf of the traveller to the Passenger without delay and at the latest within 14 days.

Article 12 - Termination by the Organizer

12.1 Termination

The Organiser may terminate the Agreement prior to commencement of the trip and reimburse the Passenger for all amounts paid for the trip without being liable to pay compensation:

a) if the number of applications is less than the minimum number specified in the Agreement and the Passenger is notified of the termination within the period specified in the Agreement, but no later than the period specified in the Agreement:

- 20 days before the start of the Journey for a Journey of 6 days or more.
- 7 days before the start of the Journey for a Journey of 2 to 6 days.
- 48 hours before the start of the Journey for a Journey of less than 2 days.
- (b) in case of force majeure, which shall mean unavoidable and exceptional circumstances.

12.2 Reimbursement of travel sum paid

In the above cases, the Organiser shall reimburse amounts already received without delay and at the latest within 14 days. Costs incurred by the Traveller for services not covered by the Agreement such as vaccinations, visas, purchase of equipment, insurances and, if not included in the Trip, air travel, tickets, accommodation, etc. shall not be reimbursed.

12.3 Termination through the fault of the Traveller

In the event that the Passenger does not comply with pre-set participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition or other relevant subjects is provided by or on behalf of the Passenger, the Organiser is entitled to terminate the Agreement. This does not affect any other rights of the Organizer.

EXECUTION OF THE TRIP

Article 13 - Responsibility

13.1 Correct execution of the Journey

The Organiser is responsible for the performance of the Travel Services covered by the Agreement, whether such Travel Services are performed by the Organiser itself or by any other Travel Service Provider.

13.2 Changes in itinerary and travel times

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

Article 14 - Conformity & non-conformity

14.1 Compliance

The Organiser must implement the Agreement in accordance with the Passenger's reasonable expectations based on the publications, the Agreement and the circumstances at the travel destinations.

14.2 Traveller's oblication of complaint

In accordance with Article 18, the Passenger shall immediately notify the Travel Service Provider and the Organiser of any non-conformity detected by the Passenger during the performance of a Travel Service included in the Agreement.

14.3 Solution by the Organiser

The Organiser shall ensure that the reported non-conformity is remedied. The non-conformity need not be remedied if this is impossible or involves disproportionately high costs taking into account the degree of non-conformity and the value of the relevant Travel Services.

14.4 Solution by the Traveller

If the non-conformity is not remedied within a reasonable period set by the Passenger, the Passenger may remedy the non-conformity himself and request reimbursement of the expenses.

14.5 Alternative journey

If a substantial part of the Travel Services cannot be performed as agreed, the Organiser will offer a suitable alternative at no additional cost to the Traveller. The Passenger is entitled to a price reduction if the alternative is of lower quality. The Passenger may only reject the offered alternative if it is not comparable or if the price reduction is insufficient.

14.6 Termination by the Passenger in the event of significant consequences

If the non-conformity has significant consequences for the implementation of the Journey and the Organiser has not remedied it within a reasonable period set by the Passenger, the Passenger may terminate the Agreement without payment of cancellation costs. If the Agreement also includes transport, the Organiser shall also provide for the immediate repatriation of the Passenger with equivalent transport at no additional cost in the event of termination by the Passenger.

14.7 Price reduction and compensation

In the event of termination pursuant to the previous paragraph or in the event the Agreement is not terminated and no alternatives have been agreed, the Passenger shall be entitled to appropriate price reduction and appropriate compensation.

14.8 Conditions for price reduction

If the Passenger is entitled to an appropriate price reduction, this shall only apply for the period in which there was non-conformity. Under no circumstances shall the Passenger be entitled to a price reduction insofar as the non-conformity is attributable to the Passenger.

Article 15 - Assistance and support

15.1 Mandatory assistance

The Organiser shall provide immediate assistance and assistance to the Traveller if the Traveller is in difficulty, in particular by providing proper information on medical services, local authorities and consular assistance and by assisting the Traveller in using remote communication and in finding alternative travel arrangements.

15.2 Costs

The Organiser shall charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence on the part of the Traveller.

LIABILITY

Article 16 Attribution, force majeure and exclusions of liability

16.1 Attribution & force majeure

Under no circumstances shall the Passenger be entitled to compensation for damages incurred by the Passenger as a result of non-conformity, insofar as the non-conformity can be attributed to:

a. the Traveller;

b. third parties who are not directly involved in the performance of the Agreement and the non-conformity could not be foreseen or prevented;

c. unavoidable and exceptional circumstances.

16.2 Liability exclusion

Any liability of the Organiser for damage is limited to three times the travel sum, unless the damage results from the death or personal injury of the Traveller or the damage was caused by wilful or negligent acts of the Organiser.

16.3 Exclusion of liability under Convention or EU Regulation

If the Organiser can be held liable for any damage, including damage resulting from the death or personal injury of the Passenger, this liability will in any case be limited or excluded to the limits permitted under the relevant international treaties and/or EU regulations applicable to the individual Travel Services.

16.4 Insured damage

The Organiser is not liable for any damage suffered by the Passenger that is covered by insurances, such as health, travel or cancellation insurances.

16.5 Limitation period

Any claim by the Passenger for compensation for damages shall lapse two years after the Trip has taken place or if the Trip did not take place two years after the planned date of commencement.

16.6 No accumulation of fees

If, because of the same event, compensation or damages are due under international treaties or EU regulations, such as the regulation on air passenger rights in the event of denied boarding, cancellation or long delay, such compensation or damages shall not accumulate with the compensation or price reduction under this Agreement. The compensation or damages shall be deducted from the compensation or price reduction payable by the Organiser under this Agreement. For the purposes of the above, it does not matter whether compensation or damages under international treaties or EU regulations are payable by the Organiser or any travel service provider engaged by it.

TRAVELLER'S OBLIGATIONS

Article 17 - Passenger's obligations

17.1 Behaviour and follow-up of instructions

The Passenger must behave as a reasonable Passenger and is obliged to follow all instructions issued by the Organizer and the Travel Service Providers to promote the proper execution of the Journey.

17.2 Consequences of non-compliance - exclusion from participation

In the event of failure to comply with instructions or in the event of a Passenger causing inconvenience, the Organiser or the Travel Service Provider is entitled to deny the Passenger further participation in the Trip or Travel Service in part or in full. In such a case, the Passenger shall not be entitled to a refund of monies. Any further costs incurred as a result shall be at the expense and risk of the Passenger.

17.3 Warning

Before proceeding to exclude from participation, the Traveller shall first be given a verbal or written warning. A warning is not required if it cannot be required from the Organiser or Travel Service Provider given the circumstances of the case, taking into account the behaviour of the Passenger, the expected chance of improvement of the

behaviour, the effect on the Journey and other Passengers, the risk of damage and the safety of Passengers and others.

17.4 Traveller's liability

The Passenger shall be liable for damage caused by his conduct, non-compliance with the obligations in this article or damage otherwise attributable to him. The Passenger indemnifies the Organiser against claims from Travel Service Providers or third parties involved in the Journey for damage caused by or attributable to the Passenger.

17.5 Check time of return journey

The Passenger must verify the exact time of departure no later than 24 hours before the scheduled start of the return journey.

OTHER STIPULATIONS

Article 18 - Complaints

18.1 Information

The Organiser shall provide the contact details of the Organiser and, where applicable, its local representative, before the start of the Trip in the event of an emergency.

18.2 Report on the spot

If the Passenger is of the opinion that the Journey is being carried out in a non-conforming manner, he must report this non-conformity immediately, but in any event during the Jour, to the relevant Travel Service Provider so that the latter can find a solution. If the Organiser's tour guide is on site, the complaint must also be reported to the tour guide without delay. If there is no tour guide on site, the complaint must also be clearly reported to the Organiser. This notification can be done by Whatsapp, SMS text message, by phone or on Business Days under Dutch office hours (9-17h) also by e-mail. The Organiser will send the Traveller a confirmation of the notification via the same medium and by e-mail.

18.3 Communication costs

The costs of the necessary communication with the Organiser shall be borne by the Organiser. The Traveller should, as far as possible, limit the costs by, among other things, using the Internet, WhatsApp and e-mail.

18.4 Report unresolved complaint after return

All complaints which, in the Traveller's opinion, have not been remedied or have not been fully compensated during the Trip, must be submitted to the Organiser in

Writing, stating the reasons, at the latest within two months of the Traveller's return. The Organiser is obliged to give a reasoned response within one month of receiving the complaint.

18.5 Consequences of not reporting the non-conformity or complaint or not reporting it in time

Failure to complain in accordance with the second paragraph of this Article, or failure to complain in good time, may affect the amount of any price reduction or compensation, unless the interests of the Organiser have not been adversely affected by the failure to complain in good time. Complaints that are not received on time after their return will not be dealt with, unless this is unreasonable in the circumstances of the case.

Article 19 - Other provisions

19.1 Third party rights

Subordinates, assistants and other third parties involved in the performance of the Agreement may invoke the provisions of the Agreement and these Terms and Conditions (including the exclusions of liability) vis-à-vis the Passenger.

19.2 Replacement provisions

If mandatory law interferes with the validity of a provision in these Terms and Conditions or if a provision is nullified, that provision shall be deemed to have been converted into a valid provision that is as close as possible to the original intention in terms of content and purport.

19.3 Applicable law

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law. Without prejudice to this choice of law, a consumer is entitled to the protection afforded by the mandatory law of the country in which he is domiciled if the Organiser directs the commercial activities (including advertising) relating to the agreed Journey to the country in which the consumer is domiciled, unless all or part of the services are not provided in that country.

19.4 Competent judge

The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.

Terms & Conditions Caracara Travel version 1-1-2020

Terms & Conditions Caracara Travel version 1-1-2020