

THE INTER CHANGE

TERMS AND CONDITIONS FOR
PACKAGE TRAVEL

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Article 1 – Definitions

Organizer: THE INTERCHANGE, registered under Chamber of Commerce number 97019372.

Traveler: any person who wishes to conclude an agreement with the Organizer regarding a Trip and any person who has the right to travel on the basis of 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 carries out 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.

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

Conditions: these general terms and conditions.

Package Travel: a package trip within the meaning of the law.

Trip: a Package Travel or, if the Conditions have been declared applicable, a single Travel Service.

Working Days: Monday to Friday, with exception of public holidays recognized in The Netherlands, during working hours (9 a.m. to 5 p.m. Dutch time).

Article 2 – Applicability of Terms and Conditions

2.1 Package Travel

These Terms and Conditions apply to all Package Travel offered by the Organizer or agreed with the Organizer.

2.2 Travel Services

These conditions may also be declared applicable to Travel Services that do not constitute a package tour. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel agreements, does not apply in that case. These Travel Services are not protected in the event of the Organizer's insolvency, unless it is expressly stated in the offer which party provides cover and this follows from the warranty or insurance conditions.

THE BOOKING

Article 3 – Establishment of the Agreement

3.1 Content of offer

The Travel Tour offered only includes the services and facilities that are expressly described in the quotation and publications of the Organizer. Information in publications of Travel Service Providers are not part of the offer, regardless of whether a link is included in the Organizer's offer. The stated travel duration is stated in whole days, whereby the day of departure and arrival are counted as whole days.

3.2 Non-binding offer

The Organizer's offer is without obligation and can be revoked by the Organizer after acceptance until 5:00 PM of the next Business Day.

3.3 The booking

The Agreement is concluded as soon as the Traveler accepts the Organizer's offer and subject to the availability of the Trip.

3.4 Obvious errors

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

3.5 Preferences

No rights can be derived from preferences communicated by the Traveler, unless the Organizer has confirmed in Writing that it meets the preference. The mere mention of a preference on travel documents and the booking confirmation is insufficient for this purpose.

3.6 Special requirements

If the Traveler makes medical requirements or other compelling interests known to the Organizer as a 'requirement' when booking, the Organizer will assess whether he or she can comply with this. If the Organizer cannot or does not want to meet the requirements, the Agreement will not be concluded. The Organizer may make a price change in connection with the stated requirements.

3.7 Confirmation of the booking

The Organizer will send a booking confirmation after booking the trip and checking availability.

3.8 Withdrawal by the Traveler

A booking for the Trip is final. The Traveler has no right to revoke the Agreement.

3.9 Minors

The Traveler who books the trip must be of age.

3.10 Booking for other Travelers & communications

The Traveler who books for other Travelers is jointly and severally liable for all obligations arising from this. The other Travelers are each liable for their own part. The confirmation, invoice, travel documents and all other communications are only sent to the Traveler who makes the booking. The Traveler who books the Trip for others is obliged to provide relevant personal circumstances of those other Travelers when booking. The Traveler who books the Trip for others is obliged to provide those other Travelers with these Terms and Conditions and other relevant communications. The Traveler who books the trip indemnifies the Organizer against damage resulting from failure to comply with the above obligations.

INFORMATION

Article 4 – Information by the Organizer

4.1 Travel sum

Prices stated are per person, unless expressly stated otherwise.

4.2 Information provided by the Organizer when booking

When booking or immediately afterwards, the Organizer provides the Traveler with the Agreement, including the Traveler's accepted preferences and information tailored to the Traveler's nationality about the required 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, visa, vaccination certificates, etc. Given the great importance of this, the Traveler must check with the official authorities whether the information is complete and up to date. Before booking the Trip, the Traveler must 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 lack of the correct travel documents, the costs will be borne by the Traveler.

4.4 Travel tickets

The travel tickets (transport tickets, vouchers, etc.) will be sent to the Traveler no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveler has not received the travel documents 5 days before departure, he must immediately inform the Organizer.

4.5 Insurance information

The Organizer points out to the Traveler the possibility of taking out cancellation insurance and travel insurance. The Organizer may require such insurance if the Traveler has been informed of this before booking.

Article 5 – Information by the Traveler

5.1 Relevant information from the Traveler(s)

Before the booking, the booking Traveler provides all relevant information about the registered Travelers. In particular, information that 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 then owes the cancellation costs in accordance with Article 9 paragraph 2 (cancellation costs). Other costs will 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 an illness that may have an effect on the Trip must report this to the Organizer when entering into the Agreement or in any case as soon as possible after the Traveler becomes aware of this in connection with any consequences for the Trip and in particular air transport. These Travelers must verify with the carrier themselves whether a medical certificate is required to travel.

PRIOR TO TRAVEL

Article 6 - Payment

6.1 Deposit

The down payment is 25% of the travel sum plus the full amount of any airline tickets. The deposit must be received within 14 days after booking.

6.2 Remaining payment

The remainder of the travel sum must be paid no later than 6 weeks before the start of the Trip. If booking within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after booking. In any case, full payment must be received before the start of the Trip.

6.3 Default and interest

If the Traveler does not pay within the agreed period, the Traveler is in default without any further notice of default being required and the statutory interest is due on the outstanding amount.

6.4 Collection costs

The Traveler must pay extrajudicial collection costs if he has not paid within the final payment term set by a Written notice. The extrajudicial collection costs are: 15% of the amount claimed up to €2,500, 10% on the subsequent €2,500, 5% on the subsequent €5,000 and 1% on the excess.

6.5 Further consequences of non-payment

As long as the Traveler has not paid, the Organizer can retain the travel tickets. If payment is not made even after a reminder or if payment has not been made before the start of the trip, the Organizer may exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Traveler from participation, the Organizer can cancel the Agreement and charge the Traveler the cancellation costs as determined in Article 9 paragraph 2.

Article 7 - Replacement

7.1 Terms and notice

A Traveler can transfer the Trip to another person. The other person must comply with all conditions attached to the Trip. Transfer is only possible to the extent that the terms and conditions of the Travel Service Provider concerned allow this. If airline tickets are part of the Trip, transfer of the airline tickets is often not possible. Transfer of the Trip is then possible if new airline tickets are booked - at the expense of the Traveler. The Traveler requests the Organizer to replace the person no later than 7 days before the Trip.

7.2 Joint and several liability and additional costs

The Traveler and the person who takes over the Trip are jointly and severally liable for the payment of the travel sum and additional costs arising from the substitution, including change costs.

Article 8 – Change at the request of the Traveler

8.1 Change

The Traveler who has booked the Trip can request the Organizer to change the Agreement. The Organizer is not obliged to do this. The Organizer will inform the Traveler of the new travel price. If the Traveler agrees to the costs of the change, the new travel price and change costs are due. If the new travel price is lower than the original travel price, the difference will be offset against the change costs due.

8.2 Change of departure date

Unless the Organizer indicates that there is a rebooking, the change of departure date constitutes the cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of Article 9 (cancellation costs) applies to the canceled agreement..

Article 9 – Cancellation by the Traveler

9.1 Cancellation

The Traveler can cancel the booking before the start of the Trip. Cancellation must be made in Writing. The date on which the cancellation is received by the Organizer counts as the moment of cancellation. If received after 5 p.m. or outside Working Days, the next Working Day will be regarded as the date of receipt.

9.2 Cancellation costs

If a flight is included in the Trip, the Traveler owes the following amounts in the event of cancellation:

- a. up to and including 56 days before the day of departure: the cancellation costs of the flight + 25% of the remaining part of the travel sum;
- b. from 55 days to 22 days before the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- c. from 21 days to 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 Traveler owes the following amounts:

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

9.3 Reduction in the number of travelers

If the number of Travelers is reduced within one booking, the Organizer may optionally charge as cancellation costs:

- 1) the standard cancellation costs referred to in paragraph 2 of this article, or;
- 2) the entire travel sum of the canceled person minus the cost savings as a result of the cancellation.

9.4 Cancellation costs in case of cancellation of a rebooked trip

The Traveler and Organizer may have agreed to rebook the trip for a later time. If the Traveler cancels the rebooked trip, the cancellation costs will be at least the amount that would be due if it had been canceled on the date of rebooking.

(example: 14 days before the start of the original trip, the trip is rebooked for 1 year later. 6 months before the start of the rebooked trip, the traveler cancels because he no longer wishes to travel. The cancellation costs would amount to 20% of the travel sum according to Article 9.2. The cancellation costs would amount to 75% of the travel sum if it had been canceled on the date of rebooking. In this case, 75% of the travel sum applies as cancellation costs.)

Article 10 – Change of Price

10.1 Price change

The Organizer can increase the travel price up to 20 days before the start of the Trip as a result of price changes in:

- costs of fuel or other energy sources, or;
- taxes or fees from third parties not directly involved in the execution of the Trip.

10.2 Termination by Traveler

If the price increase is more than 8% of the travel sum, the Traveler can terminate the Agreement and the Traveler will receive a refund of the paid travel sum.

Article 11 – Change by the Organizer

11.1 Minor changes

The Organizer can unilaterally make minor changes to the Trip before the start of the Trip. The Traveler will be informed of this.

11.2 Major changes

If necessary, the Organizer can significantly change the main features before the start of the Trip. This also includes offering an alternative Trip. The Traveler can accept the change or terminate the Agreement without paying cancellation costs. Upon termination, the travel sum 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 accepted and the right to terminate will lapse.

Article 12 – Cancellation by the Organizer

12.1 Cancellation due to minimum quantities

The Organizer may cancel the Agreement before the start of the Trip if the number of registrations is less than the minimum number stated in the Agreement and the Traveler is informed no later than:

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

12.2 Cancellation due to force majeure

The Organizer may cancel the Agreement before the start of the Trip if the Organizer cannot execute the agreement as a result of unavoidable and extraordinary circumstances.

12.3 Refund of paid travel sum – no compensation

In the above-mentioned cases, the Organizer will refund amounts already received within 14 days and no compensation is due. Costs incurred by the Traveler for services that fall outside the Agreement, such as vaccinations, visas, purchase of material, insurance and, if not included in the Trip, air travel, tickets, accommodation, etc. will not be reimbursed.

12.4 Cancellation due to the Traveler

If the Traveler does not meet pre-set participation requirements or if incorrect or incomplete information about the Traveler is provided, the Organizer may cancel the Agreement. The Traveler then owes cancellation costs as determined in Article 9 paragraph 2.

TRAVEL EXECUTION

Article 13 – Responsibilities and Shortcomings

13.1 Good execution of the Trip

The Organizer is responsible for the performance of the agreed Travel Services, regardless of whether these are carried out by the Organizer itself or by another Travel Service Provider. The Organizer must execute the Agreement in accordance with the expectations that the Traveler could reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

13.2 Changes in itinerary and travel times

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

13.3 Traveler's duty regarding complaints

The Traveler immediately informs the Travel Service Provider and the Organizer in accordance with Article 17 (complaints) of any defects or problems in the performance of the Travel Services.

13.4 Solution by the Organizer

The Organizer ensures that shortcomings are remedied. A shortcoming does not need to be remedied if this is impossible or entails disproportionately high costs.

13.5 Compensation

If the shortcoming cannot be resolved, the Organizer (or Travel Service Provider) will consult with the Traveler and can arrange compensation or an alternative where appropriate. The Traveler is not entitled to compensation or an alternative if the shortcoming is attributable to the Traveler.

Article 14 – Help and Assistance

14.1 Mandatory assistance

The Organizer will provide the Traveler with help and assistance if the Traveler is in difficulty, in particular by providing good information about medical services, local authorities and consular assistance and by assisting the Traveler in the use of remote communications and in finding alternative travel arrangements.

14.2 Costs

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

LIABILITY

Article 15 - Attribution, Force Majeure and Liability Exclusions

15.1 Attribution & force majeure

The Traveler is not entitled to compensation for damage that the Traveler incurs as a result of a shortcoming that is due to:

- a. the Traveler;
- b. third parties who are not directly involved in the performance of the Agreement and the shortcoming could not have been foreseen or prevented, or;
- c. unavoidable and extraordinary circumstances.

15.2 Liability exclusion

Any liability of the Organizer for damage is limited to three times the travel price, unless the damage results from the death or personal injury of the Traveler or the damage is caused by intentional or negligent actions of the Organizer.

15.3 Exclusion of liability under treaty or EU regulation

If the Organizer is liable for any damage, including damage resulting from the death or personal injury of the Traveler, this liability will be limited or excluded to the limits permitted by the relevant international treaties and/or EU regulations that relate to the individual Travel Services.

15.4 Insured damage

The Organizer is not liable for damage covered by insurance, such as health, travel, event or cancellation insurance.

15.5 Expiration

Any claim by the Traveler for compensation for damage and other claims of the traveler expires two years after the Trip has taken place. If the Trip did not take place, it expires two years after the planned start date.

15.6 Forfeiture of right

Without prejudice to the limitation period and the obligation to complain in a timely manner, any claim by the Traveler for compensation for damage expires three years after the start date of the Trip.

15.7 No double compensation

The Traveler is not entitled to double compensation. If the Traveler is entitled to compensation under international treaties or EU regulations, the Traveler will not also receive compensation under this Agreement.

TRAVELER OBLIGATIONS

Article 16 – Traveler Obligations

16.1 Behavior and following instructions

The Traveler must behave as a reasonable Traveler and is obliged to follow all instructions from the Organizer and the Travel Service Providers.

16.2 Consequences of non-compliance – exclusion from participation

If instructions are not complied with or if a Traveler causes a nuisance, the Organizer/Travel Service Provider may deny the Traveler further participation in the Trip, partially or completely. The Traveler is then not entitled to a refund of funds. Any further costs incurred as a result will be borne by the Traveler.

16.3 Warning

Before the Traveler is excluded from participation, the Traveler will first receive an oral or written warning. A warning is not required if this is not appropriate under the circumstances.

16.4 Traveler liability and indemnification

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

16.5 Checking time of return journey

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

16.6 Formal health requirements

The Traveler must comply with all health requirements applicable at the destination (and transit countries). Governments can change these requirements without notice. The consequences of these changes fall within the Traveler's sphere of risk.

16.7 Measures by Travel Service Providers

Travel service providers may take all reasonable measures and require Travelers' cooperation, including to prevent and combat calamities, to limit health risks, to prevent damage or to comply with government regulations. If the Traveler fails to comply with the measures or instructions, the Travel Service and access may be denied.

16.8 Material use

The Traveler must handle the materials provided with care. Upon receipt, the Traveler must check these items and report any defects immediately. The Traveler is liable for damage, loss or theft of the material made available.

OTHER PROVISIONS

Article 17 - Complaints

17.1 Information

The Organizer will provide emergency contact details before the start of the Trip.

17.2 Reporting on site

If the Traveler believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that he or she can provide a solution. If the Organizer's tour guide is on site, the complaint must also be reported immediately to the tour guide. If there is no tour guide on site, the complaint must also be reported to the Organizer. This notification can be made by Whatsapp, SMS text message, e-mail or by telephone on working days during Dutch office hours (9 a.m. to 5 p.m.).

17.3 Cost of communication

The Traveler must limit any communication costs, by using internet calling, WhatsApp and e-mail.

17.4 Reporting a complaint that has not been resolved after your return

All complaints that, according to the Traveler, have not been fully resolved or compensated during the Trip, must be submitted to the Organizer in Writing and with reasons, within two months after the Trip.

17.5 Consequences of not reporting a complaint in a timely manner

Failure to complain or to complain in a timely manner in accordance with the second paragraph (Report on site) of this article may influence the amount of any compensation, unless the interests of the Organizer are not harmed by the failure to complain on time. Complaints that are not received in time after return will not be processed, unless this is not reasonable in the circumstances of the case.

Article 18 – Other Provisions

18.1 Third party rights

Subordinates, assistants and other third parties involved in the execution of the Agreement can rely on the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) towards the Traveler.

18.2 Replacement provisions

If mandatory law prevents the validity of a provision in these Terms and Conditions or if a provision is annulled, that provision will be deemed to have been converted into a valid provision that comes as close as possible to the original intention in terms of content and scope.

18.3 Applicable law

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this conflicts with mandatory law.

Terms and Conditions for Package Travel by THE INTERCHANGE

If the Traveler lives outside the Netherlands at the time of booking, the following applies:
Despite the choice of law, the Traveler is entitled to the protection offered by the mandatory law of the country of his residence if (cumulatively):

- the Organizer focused the commercial activities for the agreed Trip on the country where the consumer resides, and;
- the agreed travel services are partially or fully provided in that country.

18.4 Competent judge

The court within whose working area the Organizer's registered office is located has exclusive jurisdiction to hear disputes regarding the Agreement and anything related to it, unless this is contrary to mandatory law. The Organizer is also permitted to take the Traveler to court in his/her place of residence.