

# General Travel Terms & Conditions 2020

Second edition



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# 1 Definitions

For the purposes of this contract, the following definitions shall apply.

## 1.1 Baby

A child under the age of two unless otherwise determined by the service providers.

## 1.2 Booking confirmation

The written acceptance of an offer, after which one or more travel services are definitely reserved for the traveller, such as overnight stays or airline tickets. There is then a binding contract for which compensation in the sense of an agreed payment must follow within the period specified in the contract.

## 1.3 Brochure

Printed information about China travel contains only indicative prices and example routes to China. The prices and route adjustments mentioned in the offer are leading for the individual agreement.

## 1.4 Child

A person of two years or older, unless otherwise specified by the service providers.

## 1.5 Customer / Traveller

You, the person who requests travel services from Euroland Travel in order to book one or more services.

## 1.6 Euroland Travel / Organizer / We

Travel organization with the trade names: Euroland Travel / gogochina.com, Chamber of Commerce no. 17159944, established in Eindhoven, address: Nieuwe Fellenoord 12, 5612 KC Eindhoven, the Netherlands.

- Telephone number: +31 (0) 402369368, mobile no.: +31(0)6 41016816/+31(0)641166669;
- E-mail: [euroland@eurolandtravel.com](mailto:euroland@eurolandtravel.com);
- WeChat ID: EurolandTravel;
- Website: [www.gogochina.com](http://www.gogochina.com);
- Bank account for single travel services: ABN-AMRO Eindhoven, IBAN: NL75ABNA0561352372, Swift code: ABNANL2A.
- Payment for travel package must be made via an escrow account of STO Garant. See further chapter 1 Definitions 1.13 up to and including 1.15.

## 1.7 Guarantee scheme

See STO Garant Guarantee Scheme chapter 1 Definitions 1.13 up to and including 1.15.

## 1.8 Guide-translator

A package trip to China is always booked with local certified guides who also act as translators, since the Chinese language is very difficult to understand and the use of English is generally very limited to even not spoken at all.

The guide is not only the service provider who accompanies the traveller almost continuously, but also the direct contact person for the customer to immediately resolve any difficulties that may arise, as far as possible after consultation with the organizer.

### **1.9 Organizer**

Euroland Travel, see further chapter 1 definitions 1.6. The travel agents are the employees of Euroland Travel.

### **1.10 Pricing**

The prices of the travel services we mediate in are likely to change even several times a day. In this light our travel brochures or website can only contain estimated prices. The customer only needs to pay the amounts stated in the personal travel offer, also known as the contract, which has priority over all other price provisions. The amounts stated in the personal travel offer apply definitively and do not change even if there is a later decrease or increase in the value of a travel service.

### **1.11 Request of a travel offer**

After the client's inquiry by e-mail, telephone or in person, follows preparation of a specific offer for a travel service or a travel arrangement in order to establish a tailor-made offer.

### **1.12 Service provider / Our representative**

The actual provider of a service such as: the airline, hotel management or a guide-translator. A service provider often requires a down payment to secure performance of the required service.

### **1.13 STO Garant guarantee scheme**

In order to meet its statutory obligation to provide a guarantee, Euroland Travel makes use of the guarantee scheme provided by STO Garant. 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](http://www.sto-garant.nl/en/members)). You can find all information relating to STO Garant at [www.sto-garant.nl/en](http://www.sto-garant.nl/en). Whether STO Garant's guarantee applies to a particular (travel) offer made by Euroland Travel is clearly stated 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](http://www.sto-garant.nl/en/downloads)).

### **1.14 STO Garant payment procedure & invoice**

If STO Garant's guarantee scheme applies to your booking, you do not pay the booking sum to Euroland Travel but instead into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of Euroland Travel, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

Your travel package invoice contains the following statement:

“This booking is covered by the STO Garant guarantee. You can find the conditions for this guarantee scheme at [www.sto-garant.nl/en/downloads](http://www.sto-garant.nl/en/downloads).

You will receive an email from STO Garant ([info@sto-garant.nl](mailto:info@sto-garant.nl)) containing information about how you can pay for this booking. You will receive a confirmation email from STO Garant for each payment received. You can find all information relating to STO Garant at [www.sto-garant.nl/en](http://www.sto-garant.nl/en).”

#### **1.15 STO Garant payment procedure not applicable**

If STO Garant's guarantee does not apply to your booking, your invoice contains the following statement:

“This booking is not covered by the STO Garant guarantee. You can find the conditions for this guarantee scheme at [www.sto-garant.nl/en/downloads](http://www.sto-garant.nl/en/downloads).”

#### **1.16 Tailor made offers**

Euroland Travel works with tailor-made offers, providing individual service where the traveller explains the holiday wishes in detail or within a framework. For the customer's convenience, the organizer has a brochure with example routes that can be booked as such or with some adjustments. The following applies here: the prices in the brochure are only indicative prices and only the prices of an individual travel contract are leading and binding after acceptance by the customer.

#### **1.17 Travel agent**

Employee of the organizer, Euroland Travel.

#### **1.18 Travel package**

Travel package is an all-inclusive tour. A travel package comprises a combination of at least two of the travel services mentioned below, sold or offered for sale at a fixed price at one point of sale or in case of tailor made offers – after an individual request from the traveller:

- Transport;
- Accommodation;
- Tourist services: are not subordinate to transport or accommodation but are an important part of the "package" for the fulfilment of the tourist's recreational needs. For example: sightseeing, booking of places to eat or a tour through a city or area. In China, all this usually takes place under the guidance of a certified guide, see also this chapter 1.8.

Each travel package of Euroland Travel is covered by the STO Garant guarantee scheme. See further chapter 1 Definitions 1.13 up to and including 1.15.

#### **1.19 Travel package payment**

Each travel package must be paid according the STO Garant payment procedure instructions. See further chapter 1 Definitions 1.14-1.15. Travel services of Euroland Travel

Euroland Travel mediates for the traveller in the following cases for separate travel services as well as combined services.

The separate services are:

- Visa application for China
- Sale of international airline tickets
- Sale of domestic airline tickets
- Train tickets
- Accommodations such as hotel bookings or other types of overnight stays

The combined services are:

- One-day tours
- Cruises
- Package tours

Euroland Travel also offers help with various requests of the customer in order to reach the travel destination. This is only possible in compliance with safety regulations and applicable laws. Such a request may concern for instance:

- Car rental;
- Reservation of an airport parking space.

Note that only the combined services are covered by the STO Garant guarantee scheme. The separately ordered travel services are not covered by STO Garant guarantee. You can find the conditions for this guarantee scheme at [www.sto-garant.nl/en/downloads](http://www.sto-garant.nl/en/downloads). For completeness' sake we refer to Chapter 1 Definitions 1.13 up to and including 1.15.

### **1.20 Written**

Information delivered to a person by letter or in any printed or manually written form, but also digitally such as e-mail [euroland@eurolandtravel.com](mailto:euroland@eurolandtravel.com), WeChat: EurolandTravel or the information from the [www.gogochina.com](http://www.gogochina.com) website.

## **2 Introduction**

The General Terms and Conditions of Euroland Travel form part of the travel contract, together with the description of the travel package or of a singular travel service and the booking confirmation by the traveller. When the traveller confirms the purchase of the travel package or of one of the travel services, he or she, even on behalf of those who will be taking part in the trip together with the traveller, has accepted the current General Terms and Conditions of Euroland Travel and any other advice specifically included in the travel contract. After all, the sole purpose of these General Terms and Conditions is to ensure greater legal certainty between the organizer and the customer, so that the customer better understands his or her position when concluding a travel contract.



## **3 Request of Travel Service or Package**

### **3.1 Pre-contractual phase - reservation**

The traveller can request a reservation in writing, verbally, by telephone or via digital media, such as e-mail or WeChat, after which the organizer will further develop the assignment by contacting a service provider or in case of a package holiday, different service providers. This results in the preparation of a concrete travel offer with dates, specification of the travel service(s) and a price indication at that moment.

The organizer provides the customer with all available information regarding a service or a package tour that was not included in the offer before his/her departure. For example: brochures or other written communication by the organizer.

Special requests regarding the conditions for offering and/or performing certain services or part of the travel package must be made at the reservation stage. The special wishes of the customer, including dietary requests or medical essentials, are assessed on a case-by-case basis and are requested from the service provider.

If a specific request can be met, the result will be passed on to the customer in writing and will be regarded as a special agreement between the traveller and the organizer.

The right of withdrawal is declared not applicable here after contracts have been concluded between the organizer and the service providers or when payments for the special requests have already been made by the organizer.

### **3.2 Contract confirmation by the customer**

The proposed purchase of a travel service or travel package must be verified by the customer for accuracy and completeness. In case of found inaccuracies or differences, the customer contacts the organizer immediately to alter the offer accordingly. The correct travel offer must be confirmed in writing. The acceptance of the proposed purchase of a travel service(s) is considered complete and, therefore, the contract is concluded only when the organizer receives the corresponding written confirmation from the customer - even digitally (e.g. e-mail, WeChat or website). This confirmation results in the final delivery of a travel service or a travel package to the customer.

## **4 Payments**

The following amounts are due when handling the requested travel service(s):

- Administration costs to realize the request for purchase.
- In most cases, an advance payment of no more than 25% of the price as further agreed in the organizer's offer. This amount is due as a deposit as well as an advanced payment of the total price. The balance is paid within the time limit set by the organizer in the written confirmation of the contract.
- If the departure date is within 60 business days, the full amount shall be paid at the time of registration for the requested travel services or package travel.

- In the absence of payment of the above mentioned amounts within the stipulated period, an explicit termination clause will follow that may immediately terminate the performance of the contract. Costs that have already been incurred by the organizer must be reimbursed by the customer - see also chapter 6 "Change / Cancellation of Contract by the Customer".
- The balance due is effectively paid when it is credited to the bank account of the organizer or in the case of a travel package into the escrow account of STO Garant Guarantee Scheme, see for details chapter 1 Definitions 1.14-1.15 STO Garant payment procedure & invoice.

## **5 Price**

### **5.1 The general price determination**

The price of a travel service or travel package is laid down in the offer that serves as a proposed travel contract, with any reference to what is stated in the brochures, the website and any updates thereof as well as these Euroland Travel General Terms and Conditions. The traveller has then a cooling-off period of a maximum of five business days for the confirmation of the contract unless a different period is agreed.

If information from our brochure or website deviates from the information from our travel agent, the latter is considered leading. This in light of the continuously changing prices of the services we mediate in.

### **5.2 Price modification in case of unforeseen circumstances**

After the offer has been confirmed by the customer there can only be a price change under extremely unexpected circumstances. In such a case, the organizer makes a supplementary proposal which must be separately accepted by the customer and added as an alteration to the originally concluded contract. One can think here of a situation of bankruptcy of a service provider whereby another party must be approached in order to realize compliance with the travel agreement. This circumstance is only used in the event of significant price variations.

### **5.3 Valid price agreement**

The applicable price agreement is the specifically determined price that was agreed by both parties at a certain point in time, as a result of which a booking has been made. If later the price falls or rises, the previously agreed price will still apply. In that case no rights can be derived from the later lower price.

### **5.4 The price of the package comprises the following standard elements:**

- Twin room in the specified 4/5-star hotels. Deviations such as a lower hotel class can be agreed upon at the customer's request before the acceptance of the received travel offer. In that case, the organizer is often unable to assess whether the price range meets the expected standard.
- When choosing a cheaper accommodation, Euroland Travel is not responsible for any inconveniences or shortcomings of a hotel or an accommodation.
- Transfers as indicated in the itinerary including: tickets for domestic flights, train connections or boat trips.

- Service from good English-speaking local guides who accompany you on all transfers and sightseeing.
- Air-conditioned tourist buses with a driver.
- Tickets for all sightseeing as specified in the itinerary.
- Meals as indicated in the itinerary (B)-breakfast, (L)-lunch, (D)-dinner.
- Payment as security of your trip via STO Garant. See further chapter 1 Definitions 1.14-1.15.

#### **5.5 The price of the package does not include:**

- Tickets for international flights: standard in economy class, unless otherwise desired by the customer;
- Chinese visa
- Travel insurance;
- Tips for guides and drivers in China;
- Meals or drinks not specified in the itinerary;
- Optional sightseeing indicated as such in the travel description;
- Personal expenses, for example: laundry, use of telecommunication systems, souvenirs, etc.

## **6 Modification / Cancellation by the customer**

### **6.1 Cancellation by the customer before the conclusion of the contract**

No costs are due in the event the customer withdraws before a clear acceptance of the travel contract, where the organizer had not yet made any reservations with any service provider(s).

### **6.2 Modification when replacing the original traveller by another person**

The customer, who has already accepted the travel contract - or another member of a travel group - can only be replaced by another person if the organizer is informed in time before the departure date about the reasons for the replacement. The word "in time" can only be assessed by the organizer. The organizer receives the required information from the person who replaces the original customer. The replacement must meet all conditions for the use of the service and in particular the requirements for passport, visa, medical certificates and also any additional demands determined by the service providers.

The person replacing the original traveller must reimburse all additional costs that may arise to perform this replacement.

### **6.3 Cancellation by the customer before departure after acceptance of the travel contract**

The customer can cancel the agreement without paying fines in case of a major change to one or more elements of the contract that are objectively considered essential for the enjoyment of the package as a whole. If the customer does not accept this major change within the itinerary and the organizer's proposal takes place after prior written confirmation of the customer's travel contract but before departure, the customer has the right:

1. To choose an alternative tourist package, without additional costs and with partial reimbursement, if the second package has a lower value than the first, only when the travel agent can make such a proposal;
2. To request the reimbursement of the amount actually paid.

The customer who withdraws from the agreed contract before his departure must reimburse the costs incurred by the organizer for handling the file. This mainly relates to the booked services, such as entrance tickets or overnight stays for which cancellation conditions of the service providers exclude the total refund of the down payments made or full amounts, but also the administrative costs of the organizer.

In the event of group cancellation, reimbursements are considered case-by-case based on the individual acceptance of the contract.

All flights are excluded from the above. In such cases, the conditions with regard to cancellation as well as any resulting cancellation penalties are determined by the airlines.

The traveller is also advised to claim all the inconveniences resulting from a cancelled flight from the concerned airline(s).

#### **6.4 Modification after departure at the expense of the traveller**

The right to reimbursement and the free solution of the above-mentioned changes are excluded on the occasion that an adjustment of the travel route must necessarily take place as a result of the action or negligence that can be attributed to the customer. In such a case, there is no entitlement to compensation and any additional costs must be paid by the customer.

## **7 Modification / Cancellation by Euroland Travel**

### **7.1 Modification by Euroland Travel before departure**

It may happen that the organizer, before departure, for reasons attributable to him, has to substantially change one or more elements of the contract. In that case, the traveller will immediately be notified in writing about the type of change and the resulting price modification. If the client does not accept the proposed change, he can cancel the agreement. In that case, the sum already paid, including the down payment but excluding the administrative costs and the STO Guarant payment solution for the processing of the requested service, will be reimbursed. The customer can also opt for an alternative travel package.

The proposal of the organizer is considered accepted if the customer fails to communicate the rejection of the contract change or fails to confirm the choice for an alternative tour within two working days after the written alteration has been received by the traveller.

## **7.2 Cancellation before departure if the minimum number of participants was not reached**

No compensation is payable if cancellation of a travel service or travel package depends on either the presence of a minimum number of participants or as a result of force majeure or accidental events the composition of the group was impossible to realize.

## **7.3 Modification by Euroland Travel after departure**

In the following cases there is a right to a partial or full refund of the amounts already paid by the customer and after the departure has already taken place.

## **7.4 In the event of unforeseen circumstances or force majeure**

If the travel schedule is amended due to unforeseen circumstances or force majeure while the client is already travelling abroad, our representatives, who are present with the client, will do everything possible to ensure that the travel program is adjusted to the best extent with replacement of sightseeing, travel destinations or overnight stays instead of the previously proposed. This is offered free of charge, unless the price of the adjusted scheme deviates considerably from the original proposal. The service provider arranges these adjustments as far as possible in consultation with the traveller as well as the organizer.

However, it may happen that there will be limited options open or that some decisions will have to be made without the consent of the participants so that the well-being of the tour is protected in the general sense at all times. For example, in the event of extreme weather conditions or traffic accidents, as a result of which the next destination on the itinerary is unreachable for a longer period of time.

## **7.5 In the event of no unforeseen circumstances or force majeure**

If after the departure there are no unforeseen circumstances or force majeure and the organizer is unable to provide an essential part of the services included in the contract, the travel agent must prepare an alternative and adequate solution free of charge for the continuation of the planned travel.

The organizer can provide a reasonable compensation for the difference between the originally planned services and the services actually provided at the request of the customer.

It is possible that an alternative solution is not available, or that the local guide's solution is refused by the customer for legitimate reasons. In that case, the organizer, if the client requires it, will arrange as soon as possible a means of transport through his representatives to have the traveller return to the place of departure with the reimbursement of the difference between the costs of the planned but not performed services and the services that were actually performed up to the moment of the expected return.

In all the previously mentioned cases, the customer cannot claim compensation.

## **8 Obligations of the customer**

### **8.1 Tailor-made travel**

In addition to example routes from our brochures, the customer has the option of a tailor-made trip. The organizer will make every effort to realize the wishes of the customer as far as possible. It is therefore up to the customer to clearly communicate in writing his or her wishes to Euroland Travel. This correspondence serves as an official request of one or more service(s).

### **8.2 Information obligation**

The customer must inform the organizer of his/her personal details, for example: surname, first name(s), date of birth and citizenship when making the reservation request for the travel service or package. The customer must check all received data for errors. At the time of departure, the customer must be sure that he/she is in possession of vaccination certificates, individual passports and other documents relevant to all countries in the itinerary, as well as visas, transits and health certificates that may be required.

### **8.3 Collecting health information**

The medical obligations with regard to a specific area or country are best to be obtained from the GGD, the Ministry of Health or the National Coordination Centre for Traveller Advice - see the website: [www.lcr.nl](http://www.lcr.nl). Euroland Travel is not liable if you have not taken preventive measures with regard to your health.

### **8.4 Visa requirement**

European citizens are required to apply for a visa to enter China. Euroland Travel employees are specialized in preparing visa applications for China. You must submit your passport and an electronically completed visa form together with the required attachments to us. You can find the form on the official website of the Chinese Visa Centre: [www.visaforchina.org](http://www.visaforchina.org). You are also free to have your documents checked with us and to apply for your visa in The Hague yourself or to process the visa application completely independently. Applying for a visa with a correctly completed form takes 1 to 2 weeks.

### **8.5 Valid travel document**

Your passport must be valid for at least 6 months for traveling to China. Babies and children under the age of 18 must also obtain their own valid passport. Traveling with an identity card is not possible to China.

### **8.6 Traveling with minor children**

If a minor child does not travel with both parents or if the child's last name differs from the last name of the adult(s), a statement in English must be completed and signed by the child's parents or the parent who has remained behind. A copy of the passport of the non-traveling parent(s) must be enclosed with this statement. You can find the "Authorization form for traveling with a minor abroad" at [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

## **8.7 Travel bookings**

Before departure the customer must thoroughly check the details of his/her contract in conjunction with all necessary travel documents for inaccuracies. All possible mistakes must be reported directly to Euroland Travel, such as the names and personal details stated on the airline tickets where in that case often a new ticket must be purchased. Upon departure, the customer must keep all written proof of the travel bookings with him. The customer is responsible for the costs arisen from his / her own negligence.

## **8.8 Caution and care rules**

Customers must adhere to the rules of caution, care and the rules that are specifically applicable in the countries of their travel destination. All information provided by the organizer, together with the regulations and administrative or legal provisions relating to the package must be respected. Customers will be held responsible with regard to any damage that the organizer and / or service provider may suffer due to the customer's failure to comply with the aforementioned obligations, including repatriation costs.

## **8.9 Claims and complaints**

Any shortcoming in the contract must be reported by the customer to the service provider directly or at least as soon as possible while enjoying the package, so that the local service provider, or the guide in case of a tour to China, can immediately amend the undesirable situation. Not reporting in time means that any compensation is not deducted at all or is at the discretion of the organizer.

The claim is then considered invalid.

# **9 Accommodation**

## **9.1 Hotel classification**

The official classification of hotels is provided in our information material on the basis of explicit and formal instructions from the competent authorities of the country where the service is provided. This classification may vary from our European hotel standards. The organizer reserves the right to include its own description of the accommodations in the Euroland Travel brochures in order to provide the customer with greater clarity for lesser known or remote areas. Euroland Travel is not liable for any hotel deficiencies or hotel inconveniences. The customer must directly contact the service provider, hotel management or guide about any complaints regarding the accommodations.

## **9.2 Standard double room**

The hotels in China are in most cases exclusively equipped with double rooms. This means that there is an additional fee for use as a single room. The contract specification contains then the wording: "single supplement".

### **9.3 Breakfast**

The rooms are mainly booked with breakfast included, unless explicitly excluded by the service provider. Both Asian and Western breakfasts can usually be enjoyed in large cities. However, this does not apply to all cities and areas in China. Considering that Chinese cuisine encompasses a large part of Chinese culture, the availability of only Asian dishes should certainly be taken into account. We recommend that you clearly inform about the times of breakfast at each accommodation.

## **10 Liability regime**

The service provider is liable for damage caused to the customer as a result of the total or partial lack of a contractually agreed performance, regardless of whether it is performed by him or by an external service provider, unless it can be proven that this was caused by the customer or due to an event of an unpredictable and unavoidable nature or due to circumstances outside the service, an accident, force majeure or due to circumstances that the service provider could not reasonably have foreseen, or resolved, despite professional dedication. The organizer who has booked the travel package is in no way liable for the obligations arising from the organization and execution of the tour at the destination but is solely responsible for the obligations arising from his role as intermediary.

## **11 Reimbursement limits**

Liability for damage is subject to a reimbursement limit that is equal to the travel sum paid, unless the damage was caused by intent or gross negligence or concerns personal injury. A possible claim for damages must be reported to Euroland Travel as soon as possible and no later than two months after the return from your holiday. In any case, it will expire after one year from the date of the return.

## **12 Obligation to help**

The organizer and service providers contracted through him are obliged to provide assistance to the customer, in accordance with the standard of professional care, with exclusive compliance with obligations that can reasonably be expected by the traveller. The organizer and the service provider are exempt from their responsibilities if the failure to the proper contract performance is due to the customer, to a third party or to an unforeseen circumstance caused by a coincidence or force majeure.



### **13 Insurance for cancellation and repatriation**

It is advisable to arrange a special insurance at the time of booking against the costs resulting from the cancellation of the package, accidents, illnesses, the costs of repatriation or the loss or damage of luggage. The rights arising from insurance contracts must be directly claimed from your insurance company in accordance with the terms of the policy of the insurer itself as stated in the insurance policy.

### **14 Handling of personal data**

The processing of personal data, the delivery of which is necessary for the conclusion and performance of the contract for a tourist service or package tour, is managed both on paper and in electronic form in accordance with the generally accepted privacy policy. The customer must take into account that his / her personal details are made available to the service providers.

### **15 Copyrights**

The information contained in these Euroland Travel General Terms and Conditions is exclusively intended for customers and service providers with whom Euroland Travel enters into an individual agreement. Use of this information in any way, such as multiplication, distribution or distribution to third parties for your own purposes is prohibited.

### **16 Language Order**

The original text had been written in Dutch. The English translation was prepared by the travel agents of Euroland Travel. In case of any discrepancies between the translations, the Dutch version shall prevail at all times.