



Sport Travel Office B.V. General Terms and Conditions

These General Terms and Conditions were drawn up in consultation with the Consumers' Association in the framework of the Coordination Group Self-regulation Consultative body (CZ) of the Socio-Economic Council and shall come into force on 1 January 2012.

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Article 1-21 Additional Terms and Conditions of Sport Travel Office B.V.

Article 1 - Definitions

The following definitions shall apply in these Conditions:

1. Additional agreement: An agreement whereby the Consumer acquires products, digital content and/or services related to an on-line contract, and these matters, digital content and/or services are provided by the Entrepreneur or by a third party on the basis of an agreement between that third party and the Entrepreneur;
2. Cooling off period: The period within which the Consumer can exercise his right of withdrawal;
3. Consumer: The natural entity who isn't acting for purposes relating to his trade, business, craft or professional activity;
4. Day: Calendar day;
5. Digital content: Data produced and supplied in digital form;
6. Fixed term agreement: An agreement that provides for the regular delivery of goods, services and/or digital content over a certain period of time;
7. Durable data storage device: Any device - including email - that enables the Consumer or Entrepreneur to store information that is addressed to him personally, in a way that allows for future consultation or use for a period of time, depending on the intended purposes of the information, and which allows for the unchanged reproduction of the stored information;
8. Right of withdrawal: The ability of the Consumer to withdraw from the on-line contract within the cooling off period;
9. Entrepreneur: The natural or legal entity offering products (or access to) digital content and/or services to Consumers on-line;
10. On-line contract: An Agreement entered into between the Entrepreneur and the Consumer under an organized system for on-line selling of products, digital content and/or services, in which one or more means of on-line communication is used exclusively or additionally, up to the conclusion of the Agreement;
11. Model cancellation form: the European model cancellation form contained in Annex I of these Terms and Conditions;
12. On-line communication technology: A means that can be used to conclude an Agreement, without the need for the Consumer and Entrepreneur to be in the same room simultaneously.

Article 2 - Identity of the Entrepreneur

Name of Entrepreneur: Sport Travel Office B.V.
Trading as: F1-tickets.com

Registered & physical address:

Contactweg 131
1014 BJ Amsterdam
The Netherlands

E-mail address: info@sporttraveloffice.com

Chamber of commerce number: 68505515
VAT registration number: NL.8574.74.716.B.01

Availability: You can reach us daily from Monday to Friday between 09:00 and 17:00hr. CET

Article 3 - Applicability

1. These General Terms and Conditions apply to any Offer from the Entrepreneur and to any Agreement established on-line between the Entrepreneur and the Consumer.
2. Before the on-line Agreement is concluded, the text of these General Terms and Conditions will be made available to the Consumer. If this is not reasonably possible, the Entrepreneur will indicate the way in which the General Terms and Conditions can be inspected at the Entrepreneur before the on-line agreement is concluded, and that, upon the Consumer's request, these will be sent as soon as possible, free of charge.
3. If the on-line Agreement is concluded electronically, notwithstanding the previous paragraph and before the on-line Contract is concluded, the text of these General Terms and Conditions will be made available to the Consumer electronically in such a way that the Consumer can easily store it on a durable data storage device. If this is not reasonably possible, an indication will be given as to where the General Terms and Conditions can be accessed in electronic form before the on-line Agreement is concluded, and that it will be sent electronically or otherwise, free of charge, upon Consumer request.
4. In the event that specific product or service requirements also apply, in addition to these General Terms and Conditions, the second and third paragraph shall also apply and, in case of conflicting terms and condition, the Consumer may always rely on the applicable provision that is most favourable to him.

Article 4 - The offer

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the Consumer. If the Entrepreneur uses images, these are a true reflection of the products, services and/or digital content being offered. Obvious mistakes or obvious errors in the offer shall not be binding on the Entrepreneur.
3. Every offer will contain such information that it will be clear what the rights and obligations of Consumers are associated with the acceptance of the offer.

Article 5 - The Agreement

1. The Agreement is subject to the provisions of paragraph 4, concluded at the time of the Consumer's acceptance of the Offer, and complying with the corresponding terms and conditions.
2. If the Consumer has accepted the offer electronically, the Entrepreneur will immediately acknowledge receipt of acceptance of the offer electronically. Until receipt of this acceptance has been confirmed by the Entrepreneur, the Consumer may cancel the contract.
3. If the Agreement is concluded electronically, the Entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and create a secure web environment. If the Consumer is able to pay electronically, the Entrepreneur shall observe appropriate security measures for this purpose.
4. The Entrepreneur may - within legal limits - inquire whether the Consumer will be able to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the on-line Agreement. If the Entrepreneur is justified under this investigation not to enter into the Agreement, he is lawfully entitled to refuse an order or request, or to subject its implementation to special conditions.

5. The Entrepreneur will send the following information of the product, service or digital content to the Consumer, in writing and in such a manner that it can be stored by the Consumer in an accessible manner, on a durable data storage device:
 - a. The address of the Entrepreneur's establishment where the Consumer can address his complaints;
 - b. The conditions under which, and the manner in which the Consumer can exercise the Right of Withdrawal, or a clear statement regarding the exclusion of the Right of Withdrawal;
 - c. The information about guarantees and after sales service;
 - d. The price, including all taxes of the product, service, or digital content; where applicable, the delivery costs; and the arrangements for payment, delivery or performance of the on-line Agreement;
 - e. The requirements for terminating the Agreement if the Agreement extends over more than one year or for an indefinite period;
 - f. If a Right of Withdrawal applies to the Consumer, the standard cancellation forms.
6. In case of an extended transaction, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

With products:

1. The Consumer may cancel an Agreement involving the purchase of a product during a cooling-off period of at least 14 days, without giving any reason. The Entrepreneur may ask the Consumer for the reason for the cancellation, but he cannot insist on him giving his reason or reasons.
2. The cooling-off period starts on the day after the Consumer, or a third party appointed by the Consumer prior to this, not being the carrier, has received the product, or:
 - a. If the Consumer has ordered multiple products in the same order: the day on which the Consumer, or a third party appointed by him, has received the final product.⁵ The Entrepreneur may refuse an order of several products with different delivery times, provided he has clearly informed the Consumer of this prior to the ordering process.
 - b. If the supply of a product consists of several consignments or parts: the day on which the Consumer, or a third party appointed by him, has received the last shipment or unit;
 - c. With Agreements for regular delivery of products over a specified period of time: the day on which the Consumer, or a third party appointed by him, has received the first product. With services and digital content that is not supplied on a tangible data storage device:
3. The Consumer may cancel a services agreement and an agreement for the supply of digital content which is not supplied on a tangible data storage device for at least 14 days without giving any reason. The Entrepreneur may ask the Consumer for the reason for the cancellation, but he cannot insist on him giving his reason or reasons.
4. The cooling-off period referred to in paragraph 3 shall take effect on the day following the conclusion of the Agreement. Extended cooling-off period for products, services and digital content which is not supplied on a tangible data storage device, when not informed about the right of withdrawal:
5. If the Entrepreneur failed to provide the Consumer with the regulatory information about the right of withdrawal or hasn't supplied the model cancellation form, the cooling-off time shall end 12 months after the end of the original cooling-off period, set in accordance with the previous paragraphs of this Article.
6. If the Entrepreneur has provided the information referred to in the preceding paragraph to the Consumer within 12 months after the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the Consumer receives that information.

Article 7 - The Entrepreneur's obligations during the cooling off period

1. During this time, the Consumer will handle the Product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point is that the Consumer should only handle and inspect the product as he would in a store.
2. The Consumer is liable for any depreciation of the product as a result of the way of handling the product that goes beyond that which is allowed in paragraph 1.
3. The Consumer shall not be liable for any depreciation of the product if the Entrepreneur failed to inform him of all mandatory information on the right of withdrawal before or at the conclusion of the Agreement.

Article 8 - Exercising the Consumer's right of withdrawal and the related costs

1. If the Consumer exercises his right of withdrawal, he will report this to the Entrepreneur within the cooling-off period, using the standard cancellation form, or in another unambiguous way.

2. The Consumer shall return the product as soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, or he will hand it over to the Entrepreneur or a representative of the Entrepreneur. This need not happen if the Entrepreneur has offered to collect the product instead. The Consumer will in any case have complied with the return term if he returns the product before the cancellation period has expired.
3. The Consumer shall return the product with all included accessories, if reasonably possible, in the original condition and packaging, and in accordance with the Entrepreneur's reasonable and clear instructions.
4. The risk and burden of proof of the correct and timely exercise of the right of withdrawal, lies with the Consumer.
5. The Consumer shall bear the direct cost of returning the product. The Consumer need not carry the return costs if the Entrepreneur didn't state that the Consumer has to bear these costs, or if the Entrepreneur indicated its willingness to carry the costs instead.
6. If the Consumer cancels after having expressly requested that the rendering of the service, or the supply of gas, water or electricity that is not readied for sale, are to be started at a limited volume or set quantity during the cooling-off period, the Consumer shall pay the Entrepreneur an amount in proportion to that part of the undertaking that was fulfilled by the Entrepreneur at the time of revocation, compared to full compliance with the commitment.
7. The Consumer shall not be responsible for the rendering of services or the supply of water, gas or electricity, which is not ready for sale in a limited volume or quantity, or for the supply of central municipal heating, if:
 - a. the Entrepreneur failed to provide the Consumer with the regulatory information on the right of withdrawal, the fee in case of withdrawal or the model cancellation form, or;
 - b. The Consumer didn't expressly request the start of the execution of the service or supply of gas, water, electricity or municipal heating during this period.
8. The Consumer doesn't carry the costs for all or part of the delivery of digital content not delivered on a tangible medium, if:
 - a. He didn't expressly agree to the end of the cooling off period prior to its delivery at the start of the execution of the Agreement;
 - b. He has not acknowledged losing the right of withdrawal when giving his consent; or
 - c. The Entrepreneur has failed to confirm this statement by the Consumer.
9. If the Consumer exercises his right of withdrawal, any additional Agreements shall be dissolved automatically.

Article 9 - The Entrepreneur's obligations in case of withdrawal

1. If the Entrepreneur allows the electronic notification of withdrawal by the Consumer, he shall send an acknowledgement of receipt of this notification without delay.
2. The Entrepreneur shall reimburse all payments made by the Consumer without delay, including any delivery charges charged by the Entrepreneur for the returned product, within 14 days following the day on which the Consumer informed him of the withdrawal. Unless the Entrepreneur offers to collect the product itself, he may hold off refunding the Consumer until he has received the product or the Consumer has proven that he has returned the product, depending on which came first.
3. The Entrepreneur uses the same method for the refund as the payment method used by the Consumer, unless the Consumer agrees with another method. The Consumer will not be charged for the refund.
4. If the Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the Entrepreneur doesn't have to refund the additional costs for the more expensive method.

Article 10 - Exclusion of the Right of withdrawal

The Entrepreneur may exclude the following goods and services from the right of withdrawal, but only if the Entrepreneur has clearly stated this in the offer, or at least in time before the conclusion of the Agreement.

1. Products or services of which the price depends on fluctuations on the financial market on which the Entrepreneur has no influence, and that may occur within the withdrawal period;
2. Agreements concluded at a public auction. Under a public auction is understood a method of sale where products, digital content and/or services are offered by the Entrepreneur to the Consumer, who is personally present or is given the opportunity to be personally present at the auction, run by an auctioneer, and where the successful bidder is bound to purchase the products, digital content and/or services;
3. Service agreements, after full implementation of the service, but only if:
 - a. The implementation has begun with the Consumer's prior express consent; and
 - b. The Consumer has stated that he loses his right of withdrawal once the Entrepreneur has fully executed the Agreement;
4. Travel packages referred to in Article 7:500 CC and passenger transport Agreements;

5. Service contracts for the supply of accommodation, if a specific date or period of implementation is listed in the Agreement, and other than for residential purposes, goods transport, car rental services and catering;
6. Agreements related to leisure activities, if a specific date or period of implementation is stated in the Agreement;
7. Products manufactured to the Consumer's specifications, which are not prefabricated and that are manufactured on the basis of an individual choice or decision by the Consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable to be returned for health protective reasons or hygiene, and that were unsealed after delivery;
10. Products that were irrevocably mixed with other products due to their nature, after delivery;
11. Alcoholic beverages of which the price has been agreed upon at the conclusion of the Agreement, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations on the market in which the Entrepreneur has no influence;
12. Sealed audio recordings, video recordings or computer software which were unsealed after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions to these;
14. The supply of digital content other than on a tangible medium, but only if:
 - a. The implementation has begun with the Consumer's prior express consent; and
 - b. The Consumer has acknowledged that he thus loses his right of withdrawal.

Article 11 - The price

1. During the period mentioned in the offer, the prices of the offered products and/or services are not increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations on the financial market, and in which the Entrepreneur has no control, with variable prices. These fluctuations and the fact that any indicated prices are target prices are mentioned with the offer.
3. Price increases within 3 months after the conclusion of the Agreement are only allowed if they are the result of statutory regulations or stipulations.
4. Price increases from 3 months after the conclusion of the Agreement are only allowed if the Entrepreneur has negotiated this and:
 - a. These are the result of statutory regulations or provisions;
 - or
 - b. the Consumer has the power to terminate the Agreement on the day on which the price increase takes effect.
5. The prices listed in the offer of products or services include VAT.

Article 12 - Compliance with the Agreement and additional guarantee

1. The Entrepreneur guarantees that the products and/or services meet the specifications stated in the Offer, the reasonable requirements of reliability and/or usability and legal provisions and/or Government regulations existing on the date of the conclusion of the agreement. If agreed, the Entrepreneur also ensures that the product is suitable for other than normal use.
2. An extra guarantee issued by the Entrepreneur, his supplier, manufacturer or importer does not affect the legal rights and claims that the Consumer may have on the Entrepreneur under the Agreement if the Entrepreneur failed to comply with his part of the Agreement.
3. Under additional guarantee is understood any undertaking by the Entrepreneur, his supplier, importer or producer in which he assigns certain rights or claims to the Consumer that exceeds that which is required from him by law in case he fails to comply with the performance of his part of the Agreement.

Article 13 - Supply and execution

1. The Entrepreneur will take the greatest possible care when receiving and implementing orders for Products and in the assessment of applications for the provision of services.
2. The place of delivery is the address the Consumer provided to the Entrepreneur or that which was agreed differently in consultation with the Consumer.
3. Subject to what is stated in this regard in Article 4 of these General Terms and Conditions, the Entrepreneur will carry out accepted orders as soon as possible, yet within 30 days, unless a longer delivery term has been agreed on. If the delivery is delayed, or if an order is not or only partially carried out, the Consumer will be informed at least 30 days after the order was placed. The Consumer is entitled in this case to terminate the Agreement without penalty.
4. After dissolution in accordance with the previous paragraph, the Entrepreneur will refund the amount paid to the Consumer without delay.
5. The risk of damage and/or loss of products rest with the Entrepreneur up to the moment of delivery to the Consumer or a pre-designated representative known to the Entrepreneur, unless expressly agreed otherwise.

Article 14 – Fixed term transactions: duration, cancellation and renewal

Cancellation:

1. The Consumer may at any time terminate the Agreement that was entered into for an indefinite period, which extends to the regular delivery of products (including electricity) or services, considering the applicable termination rules and a notice of up to one month.
2. The Consumer may terminate the Agreement for a fixed period, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed period with due consideration of the applicable cancellation rules and a notice of up to one month.
3. Concerning the Agreements mentioned in the previous paragraphs, the Consumer can:
 - cancel them at any time and not be limited to cancellation at a specific time or a given period;
 - cancel them at least in the same way as they were entered into by him;
 - always cancel with the same notice period as the Entrepreneur has negotiated for itself.

Extension:

4. An Agreement entered into for a definite period, which extends to the regular delivery of products (including electricity) or services, should not be extended or renewed tacitly for a fixed duration.
5. By way of derogation from the previous paragraph, an Agreement for a fixed period, which extends to the regular delivery of daily papers, newspapers and weekly newspapers and magazines may be extended tacitly for a fixed period of up to three months, if the Consumer may cancel this extended Agreement by the end of the extension with up to one month's notice.
6. An Agreement for a fixed period, which extends to the regular delivery of products or services, may only be extended tacitly for an indefinite period if the consumer may cancel at any time with a notice period of up to one month. The notice period shall not be more than three months in case the Agreement extends to the regular delivery, but less than once a month, of daily papers, newspapers, and weekly papers and magazines.
7. An Agreement with limited duration on the arranged introductory delivery of daily papers, newspapers and weekly papers and magazines (trial or introductory subscription) is not continued tacitly and ends automatically at the end of the trial or introductory period.

Duration:

8. If an Agreement has a duration of more than one year, the Consumer may cancel the Agreement at any time after a year with a notice of up to a month, unless reasonableness and fairness itself opposes cancellation before the end of the agreed duration.

Article 15 - Payment

1. Unless otherwise provided in the Agreement or additional terms, amounts owed by the Consumer need to be paid within 14 days after the beginning of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the Agreement. In the case of an Agreement on the provision of a service, this term commences the day after the Consumer has received the confirmation of the Agreement.
2. When selling products to consumers, the Consumer may never be obliged by the General Terms and Conditions to pay a deposit in excess of 50%. When a deposit is agreed on, the Consumer may not assert any rights regarding the implementation of the order or service (or services), before the stipulated deposit has been paid.
3. The Consumer has the duty to report inaccuracies in provided or stated payment data to the Entrepreneur without delay.
4. If the Consumer fails to comply with his payment obligations in time, and after the Entrepreneur reminded him of the late payment and allowed the Consumer a period of 14 days to still comply with his payment obligations, and the Consumer failed to make payment within this 14-day term, he shall owe the statutory interest on the outstanding amount, and the Entrepreneur shall be entitled to charge the extrajudicial collection costs. The collection costs shall not exceed the following: 15% on outstanding amounts to €2,500.00; 10% over the subsequent €2,500.00 and 5% on the next €5,000.00 with a minimum of €40.00. The Entrepreneur may deviate from the amounts and percentages for the benefit of the Consumer.

Article 16 - Complaints Clause

1. The Entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the Agreement should be submitted to the Entrepreneur, fully and clearly described, as soon as the Consumer has discovered the shortcomings.
3. Complaints submitted with the Entrepreneur will be dealt with within a period of 14 days from the date of receipt. If it is anticipated that a complaint will require a longer processing time, the Entrepreneur responds within 14 days with a message of receipt and an indication as to when the Consumer can expect a more detailed answer.
4. If the complaint cannot be resolved in mutual consultation within a reasonable time or within 3 months after the complaint has been filed, this constitutes a dispute subject to the dispute resolution.

Article 17 - Disputes

1. Only Dutch law applies to Agreements between the Entrepreneur and the Consumer to which these General Terms and Conditions relate to.

Article 18 - Additional or deviating terms and conditions

Additional or deviating terms may not be to the disadvantage of the Consumer and should be recorded in writing or in such a way that the Consumer can store it in an accessible manner on a durable data storage device.

Additional Terms and Conditions for GP Tours

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ARTICLE 1 - Introductory provisions

1. In these Travelling Conditions are understood under:

Tour Operator: The person who, in conducting his business, presents pre-arranged tours in his own name to the public or a group of persons.

Traveller: a. The Tour Operator's counter party, or

b. The person for whom the trip is organised and who accepted that offer, or

c. The person to whom the legal relationship to the Tour Operator was transferred in accordance with Article 11 of these Terms and Conditions.

Travel Agreement: The Agreement by which a Tour Operator commits himself towards his counter party to provide a pre-arranged trip offered by him comprising an overnight stay or a period of more than 24 hours, as well as at least two of the following services:

- a. Transport;
- b. Accommodation;
- c. Another tourist service, not related to transport or accommodation, which represents a significant part of the trip.

Own-transport tours: Tours in which the Traveller only books holiday accommodation, while taking care of his own transport. Booking agency: The Company that acts as intermediary between the Traveller and the Tour Operator at the time of conclusion of the Travel Agreement.

Working days: Monday to Saturday, excluding official holidays.

Office hours: Monday to Friday from 9:00 am - 5:30 pm and Saturday from 10:00 am - 4:00 pm, excluding official holidays.

2. These travelling terms and conditions apply to all Travel Agreements. The Tour Operator may insist that these terms and conditions also apply to Agreements related to other tours, including own-transport and shuttle travel by bus, provided this is mentioned in the publication.

3. Under the listing 'Europe and the Mediterranean countries' means: the European Continent, including the Spanish Islands (the Canaries) and Portuguese Islands (Madeira, Azores), or all countries in Asia and Africa bordering the Mediterranean Sea.

ARTICLE 2 - Tour organiser's information

1. General information on passport, visa and any health related formalities relevant to Dutch citizens will be passed on to the Traveller by or on behalf of the Tour Operator, no later than at the conclusion of the Agreement.

The Traveller is personally responsible for obtaining the necessary additional information from the relevant authorities, as well as to make sure in good time, prior to departure, that the information previously obtained didn't change in the meantime.

2. The Traveller will be provided with information by or on behalf of the Tour Operator on the possibility of taking out cancellation insurance and travel insurance. The Tour Operator may impose the condition that the Traveller must conclude travel insurance on the conclusion of a Travel Agreement, and may also insist that such proof of insurance be submitted. The Tour Operator shall clearly indicate such a condition in the offer.

3. The Tour Operator shall not be responsible for general information in photos, flyers, ads, websites and other information carriers, if this was produced or published by third parties.

4. When travelling by air, the identity of the operating airline shall be disclosed to the Traveller as soon as this is known to the Tour Operator, if possible at the time of booking and at the latest when issuing the travel documents.

ARTICLE 3 - Traveller's information

1. The Traveller will provide the booking office with all information about himself and the Travellers listed by him, which may be of interest in the conclusion of the Agreement, in time before the conclusion of the Agreement. These include, if available, his cell phone numbers and email addresses.

2. The Traveller shall disclose information relating to the physical and mental state of the Traveller (or Travellers) (including the use of alcohol, drugs or medicine) if the physical and/or mental state can lead to discomfort, danger or risks for the Traveller or other travellers (passengers and/or crew) or the possessions of third parties. The Traveller is aware that the carrier (for example, the captain of an aircraft) can deny him the right to further transportation if the information is not correct or is not provided. Information should also be provided concerning reduced mobility, as well as the need for accompanying minor and disabled travellers, pregnant women, and the sick and other fellow travellers. The Traveller is aware that the carrier reserves the right to request a medical certificate to monitor certain medical conditions and to deny the passenger the right to (further) transport in the absence of that statement.

3. The Traveller shall also report details about the nature or composition of the group of travellers listed by him that may be of interest to the Tour Operator in the proper conclusion of the tour.

4. If he fails in this duty to inform, and this results in the Traveller (or Travellers) being excluded by the Tour Operator from (further) participation in the trip in accordance with the provisions of Article 18 paragraph 2, he shall be charged for the costs referred to in that Article.

ARTICLE 4 - Essentials

1. Deviations from or additions to the tour offered by the Tour Operator may be requested on medical grounds (medical essentials). The Tour Operator will endeavour to comply with this request, unless this can in all reasonableness not be expected of him. Medical essentials require the Tour Operator's express written Agreement.

2. In case of a medical essential, the Tour Operator shall be entitled to charge a reasonable amount per booking for organisational costs, communication costs or any additional costs charged by the service providers involved in the performance of the trip, due to the deviation or addition. Any costs relating to medical essentials can only be charged if the Traveller and the Tour Operator agree to this.

3. The Tour Operator will only deal with a request for essentials other than those on medical grounds (other essentials), if this has a reasonable chance of success. In that case, he shall be entitled to charge a reasonable amount, being the organisational costs, communication costs and any additional costs charged by the service providers involved in the performance of the trip, related to the request.

These requests also need the specific written Agreement of the Tour Operator.

4. The amount of the charges referred to in this Article, will be included in the Tour Operator's quotation.

ARTICLE 5 - Establishment and content of the Agreement

1. Quotation and acceptance

a. The Agreement comes into force when the Traveller accepts the Tour Operator's quotation, including the applicable Terms and Conditions. Acceptance can be either directly or through mediation of a booking agency. Once the Agreement comes into force, the Traveller will receive confirmation of this as soon as possible, in writing or by electronic means, possibly in the form of an invoice.

b. When booking via internet, the Tour Operator sets up the booking process in such a way that the Traveller will be reminded that he enters into an Agreement prior to acceptance. The Traveller shall be bound by this Agreement following confirmation of the booking by the Tour Operator.

2. Revoking the offer

The Tour Operator's offer is free of any obligation and can be revoked by him if necessary. Revocation due to correction of errors in the calculation of the fare or other errors is allowed. The revocation should take place as soon as possible, but before 4:00 pm the next working day (travel to Europe and the Mediterranean countries) or before 12:00 am the second working day (travel to other destinations) after the day of acceptance, stating the reasons. In that case, the Traveller is entitled to an immediate refund of any amounts already paid.

3. Obvious errors

Obvious errors and/or mistakes do not bind the Tour Operator. Such errors and mistakes are errors and mistakes which - from the perspective of the average Traveller - are visible or should be visible as such at first glance.

4. Termination by the Tour Operator due to limited participation

The Tour Operator has the right to terminate the Agreement with immediate effect if the number of persons booked for the tour is less than the required minimum number. He shall state the notice period and the minimum required number of bookings in the offer. The cancellation must be done within the time limit referred to in the publication and in writing. Articles 13 and 15 shall not apply.

5. Booking party

a. The one who enters into an Agreement on behalf of or for the benefit of another (the booking party), is jointly and severally liable for all obligations under the Agreement.

b. All communication (including the payment related communication) between the Traveller (or Travellers) and the travel organisation and/or the booking office, will only go through the booking party.

c. The (other) Traveller (or Travellers) will be responsible for his/her/their own share in the Agreement.

6. Information and reservations in publication

a. If the booked trip is contained in a publication of the Tour Operator, the information shall form part of the Agreement.

b. If the Tour Operator included general reservations in the general part of the program and these are contradictory to the Terms and Conditions, the most favourable provisions shall apply to the Traveller.

7. Departure and arrival times

Departure and arrival times for the travelling parts of the tour will be listed in the travel documents. These times are final. The Tour Operator can only deviate from these within reasonable limits and only if compliance with these times cannot reasonably be demanded of him. In that case, Articles 14 and 15 shall not apply.

8. Deviations of percentages in Article 6 and 12

The Tour Operator can deviate from the percentages referred to in Articles 6 and 12, but only if the Traveller had been informed of the different percentages in advance and in writing/or in the quotation, and this will benefit the Traveller.

This shall not affect the deviations referred to in art. 6 paragraph 1 and art. 12 paragraph 2.

ARTICLE 6 - Payment, interest and collection fees

1. Payment of an invoice shall take place no later than 30 days after the invoice date, but no later than six weeks prior to the departure date.

2. GP Tours shall at all times be entitled to require a deposit. This deposit must be paid immediately.

3. If the Client fails to fulfil one or more obligations towards GP Tours, all reasonable costs incurred in obtaining satisfaction - in and out of court - shall be accountable to the Client. GP Tours is entitled to charge the following extra-judicial collection fees:

- on the first €2,500.00 -15%

- on the subsequent €2,500.00 - 10%

- on the subsequent €5,000.00 - 5%

- on the subsequent €190,000.00 - 1%

On the excess - 0.5% with a maximum €6,775.00.

GP Tours is entitled to charge a minimum of €40.00 and a maximum of €6,775.00 in extrajudicial collection fees.

ARTICLE 7 - Travel fare

1. The published fare is per person, unless otherwise noted. It includes the services and facilities listed in the publication, whether or not specified in different cost elements at the time of publication, including the unavoidable additional costs which the Traveller has to pay for the services provided, known at the time. Unavoidable additional costs are defined as costs that are inextricably linked to the offered service. These do not include the cost of additional services supplied by the Tour Operator or by third parties on the passenger's request, such as insurance premiums, as well as costs which are levied per travelling group at the time of the booking, and which vary according to the size of the travelling group, and reservation costs which may vary per sales outlet.

2. The published fare is based on the prices, charges and taxes, as these were known to the Tour Operator at the time of publication.

ARTICLE 8 - Fare changes

1. The Tour Operator has the right to increase the fare up to 20 days prior to the date of departure (in case of own transport trips, this is before the arrival date of the first booked accommodation) due to changes in transportation costs (including fuel costs), taxes and charges. The Tour Operator will then also indicate the manner in which the increase was calculated. These changes will also lead to a reduction in the travel fare, unless, given the associated costs to be incurred, this cannot reasonably be demanded from the Tour Operator. The Tour Operator will inform the Traveller of the manner in which the reduction was calculated.

If the fare has been paid by the Traveller in good time, the period within which the travel fare may no longer be increased, will be six weeks instead of 20 calendar days prior to departure.

2. a. By way of derogation from paragraph 1, after the conclusion of the travel Agreement, the Tour Operator will not increase the fare of charter flight tours in Europe and to the Mediterranean countries.

b. In deviation from sub-paragraph (a), and only in the event of unforeseeable - increases in payable taxes or levies, or - an extreme increase in transport costs, can the Tour Operator increase the travel fare up to 20 calendar days before the date of departure, if the ANVR and the Consumer Association have determined that such a situation has in fact taken place.

3. The Traveller can, in case of an announced price increase in flight expenses, ask the Tour Operator if he could pay these costs to the Tour Operator already in order to avoid the price increase. If this request can be granted, the costs have been paid in full and the ticket was issued, the Tour Operator may no longer change that part of the air fare in the travel fare. In these cases, the cancellation fee in Article 12 is at least increased with the paid air fare.

4. a. The Traveller has the right to reject an increase in the price referred to in paragraph 1 and 2. He must, on penalty of nullity, make use of this right within 3 working days of receipt of the notification of the increase.

b. If the Traveller rejects the travel fare increase, the Tour Operator is entitled to cancel the Agreement. He must, on penalty of nullity, make use of this right within 7 working days of receipt of the communication by the Traveller regarding the increase. In that case, the Traveller shall be entitled to remission or an immediate refund of the funds already paid. Articles 13, 14 and 15 shall not apply.

ARTICLE 9 - Travel documents and documents required by the Traveller

1. The Tour Operator shall hand the necessary travel documents to the Traveller no later than 10 days prior to the date of departure (in case of own transport trips, this is before the arrival date of the first booked accommodation), unless this cannot reasonably be expected of the Tour Operator.

2. If the Traveller still hasn't received the travel documents at the latest 5 working days prior to departure, he must report this immediately to the Tour Operator or the booking office.

3. If a trip is booked within 10 days prior to the date of departure (in own transport trips: before the arrival date of the first booked accommodation) the Tour Operator or the booking office will indicate when and how the necessary travel documents will be handed to the Traveller.

If the Traveller has not received this accordingly, he must report this to the Tour Operator or the booking office without delay.

4. The Traveller is responsible for having the necessary documents, such as a valid passport, or, where permitted, an identity card and any required visas, proof of inoculations and vaccinations, driving licence and green card. If the Traveller cannot make the journey or cannot complete it because of the absence of any (valid) document, this will be attributed to him with all the associated consequences, unless the Tour Operator has promised to provide the document and the lack of it can be blamed on him, or the Tour Operator has failed in his obligation to provide information referred to in paragraph 2.

ARTICLE 10 - Changes made by the Traveller

1. After conclusion of the Agreement, the Traveller can request changes to it. This is subject to the condition that the Traveller pays the adjusted price after deduction of the funds already paid. In addition, this will be subject to the payment of a change fee per booking and any communication costs, as stated in the quotation. A decision on the request will be made as soon as possible. Up to 28 days prior to departure, these changes will be made as far as possible, and will in that case be confirmed by the Tour Operator in writing.

2. Rejection of the changes requested by the Traveller will be properly justified by the Tour Operator and the Traveller will be informed immediately. The Traveller can retain or cancel the original Agreement. In the latter case, Article 12 shall apply. At a lack of response from the Traveller on the rejection of his request, the original Agreement will be executed.

3. A change in departure date or a reduction in the number of paying passengers is considered to be a (partial) cancellation on which Article 12 applies. In that case, no modification or communication costs shall be charged.

ARTICLE 11 - Substitution

1. The Traveller can be substituted by another, in time before the start of the trip. The following conditions apply in that case:

- The other party meets all the conditions attached to the Agreement; and
- The request is submitted at least 7 calendar days prior to departure, or timely enough to ensure the necessary actions and formalities can still be carried out; and
- The Terms and Conditions of the relevant Service Providers do not oppose this substitution.

2. The Booking party, the Traveller and the one who replaces him/her, are severally liable to the Tour Operator for the payment of the outstanding fee, the alteration and communication costs listed in Article 10 paragraph 1, and any additional costs as a result of the replacement.

ARTICLE 12 - Cancellation by the Traveller

1. Standard cancellation fees

If an Agreement is cancelled, besides any reservation fees, the Tour Operator can charge the Traveller the following cancellation fees:

- in case of cancellation up to the 42nd calendar day (excluding) before the day of departure: the deposit;
- with cancellation from the 42nd calendar day (including) up to the 28th calendar day (excluding) before the day of departure: 35% of the travel fare;
- with cancellation from the 28th calendar day (including) up to the 21st calendar day (excluding) before the day of departure: 40% of the travel fare;

- with cancellation from the 21st calendar day (including) up to the 14th calendar day (excluding) before the day of departure: 50% of the travel fare;
- with cancellation from the 14th calendar day (including) up to the 5th calendar day (excluding) before the day of departure: 75% of the travel fare;
- in case of cancellation from the 5th calendar day (including) up to the day of departure: 90% of the travel fare;
- in the event of cancellation on the day of departure or later: the full travel fare.

2. Deviating cancellation fees

a. For own-transport travel to accommodation units such as bungalows, apartments, mobile homes and camping sites, in addition to any reservation fees, the following cancellation fees shall apply:

- in case of cancellation up to the 42nd calendar day (excluding) before the day of departure: the deposit;
- with cancellation from the 42nd calendar day (including) up to the 28th calendar day (excluding) before the day of departure: 60% of the travel fare;
- in case of cancellation from the 28th calendar day (including) up to the day of departure: 90% of the travel fare;
- in the event of cancellation on the day of departure or later: the full travel fare.

b. If a trip consists of several parts to which different cancellation terms apply, the terms specifically applicable per part shall apply.

c. Organizers of cruises, scheduled tours, trips, adventure tours and travel outside Europe and the Mediterranean countries may differ from the provisions in paragraph 1. They will inform the Traveller in advance.

d. If the travel service will be carried out as a scheduled tour or special services are offered such as camper rental, motor boat or yacht rental, car hire, visits to national parks including 'amusement parks', or a visit to cultural or sports events, different cancellation provisions may apply for the transport or special services. This will be announced to the traveller in advance.

3. Partial cancellation

a. If a Traveller from a tour group cancels his share in an Agreement for shared accommodation at a hotel, apartment, cottage or other accommodation, he will be charged a cancellation fee.

b. If the size of the remaining group appears in the price table for this accommodation, the Tour Operator shall offer the remaining Traveller (or Travellers) an amended proposal, appropriate to the new group size for the same period and in the same accommodation.

c. The travel fare is amended in accordance with the price table for the Traveller (or Travellers) referred to in paragraph b. The normal payment rules in Article 6 shall apply on the payment of the travel fare.

d. If the amended offer is not possible or not accepted, the Agreement is cancelled for all Travellers and a cancellation fee will be charged for all Travellers.

e. The total cancellation fee amount and the modified travel fare shall never exceed the total travel fare of the original Travellers. Any excess will be deducted from the new travel fare.

4. Lower loss

The Traveller who cancels the trip is obliged to pay these cancellation fees, unless he can prove that the Tour Operator's loss is less. In that case, the Tour Operator shall charge the lower loss. Loss means an actual suffered loss and loss of profits.

5. No fees in case of a limitation in coverage/a situation that may be covered by insurance

Travelling to an area for which the Disaster Commission of the Travellers Disaster Fund has established a limitation in coverage or a situation that may be covered by insurance, can be cancelled by the Traveller from 30 calendar days prior to departure, free of charge, or if possible and desired, rebooked.

6. After office hours

Cancellations after office hours shall be deemed to have been made on the next working day.

7. Substitution

In case no cancellation occurs, but the Traveller opts for substitution, Article 11 shall apply.

ARTICLE 13 - Cancellation by the Tour Operator

1. The Tour Operator has the right to cancel the contract due to serious circumstances.
2. Serious circumstances include circumstances such that any further obligations of the Tour Operator to comply with the Agreement cannot reasonably be demanded.
3. Serious circumstances for the Tour Operator shall in any case apply should a situation concerning a limitation in coverage, or one that may be covered by insurance as determined by the Disaster Commission of the Travellers Disaster Fund, applies for that area, prior to the date of departure.
4.
 - a. If the cause of the cancellation can be attributed to the Traveller, the resulting loss shall be carried by the Traveller.
 - b. If the cause of cancellation can be attributed to the Tour Operator, the resulting damage shall be carried by the Tour Operator. Whether that is the case, shall be determined in accordance with Article 15.
 - c. If the cause of the cancellation cannot be attributed to the Tour Operator or the Traveller, the Parties shall each carry their own loss as specified in Article 16.
5. If the Tour Operator saves money due to the cancellation, the Traveller shall for his part be entitled to the amount of those savings.

ARTICLE 14 - Changes by the Tour Operator

1.
 - a. The Tour Operator has the right to change the agreed services due to serious circumstances as defined in Article 13 paragraph 2. The Tour Operator shall announce changes to the Traveller within 3 calendar days after he has been informed of the change. He will announce this within 1 calendar day from 10 days prior to departure (in case of own transport trips, this is before the arrival date of the first booked accommodation).
 - b. If the change involves one or more substantial points, the Traveller may reject the change (or changes).
 - c. If the change involves one or more non-substantial points, the Traveller can only reject the change if the change will present more than a minor disadvantage to him.
 - d. If the Tour Operator saves money due to the change, the Traveller shall for his part be entitled to the amount of the savings.
 2.
 - a. In the event of a change, the Tour Operator shall present the Traveller with an alternative offer, if possible. He shall do so within 3 calendar days after the Tour Operator has been informed of the change. He shall do so within 1 calendar day from 10 days prior to departure (in case of own transport trips, this is before the arrival date of the first booked accommodation).
 - b. The alternative offer should at least be equivalent. The equivalence of alternative accommodation should be assessed based on objective standards and should be determined based on the following circumstances which should be clear from the replacement offer:
 - The location of the accommodation at the destination;
 - The nature and class of accommodation;
 - The other facilities offered with the accommodation.
- The following should be taken in account in the assessment:
- The composition of the travelling party;
 - The Traveller's (or Travellers') special conditions or circumstances announced to the Tour Operator and confirmed by him in writing, which were specified as essential by the Traveller (or Travellers);
 - The deviations from the program or additions thereto as required by the Traveller, which have been confirmed in writing as approved by the Tour Operator.
3.
 - a. The Traveller, who exercises his right to reject the change or alternative offer pursuant to the previous paragraphs, should announce this within 3 calendar days of receipt of the notification of the amendment or the alternative offer. From 10 days prior to departure, this shall be a period of 1 calendar day.
 - b. If the Traveller rejects the change or the alternative offer, the Tour Operator has the right to terminate the Agreement with immediate effect. He must, on penalty of nullity, make use of this right within 3 calendar days of receipt of the rejection by the Traveller. He will do so within 1 calendar day from 10 days prior to departure (in case of own transport trips, this is before the arrival date of the first booked accommodation).

The Traveller has the right to a refund or remission of the fare (or if the trip has already been taken in part, a proportionate part thereof) within 2 weeks, without prejudice to any right to compensation as referred to in paragraph 5.

4. When a term from paragraphs 1, 2 and 3 of this Article ends on a Sunday or a Dutch public holiday in the Netherlands, that term is extended until the next working day 12:00 am.

5. a. If the cause of the change can be attributed to the Tour Operator, the resulting loss for the Traveller shall be borne by the Tour Operator. Whether that is the case, shall be determined in accordance with Article 15.

b. If the cause of the change can be attributed to the Traveller, the resulting loss shall be carried by the Traveller.

c. If the cause of the change cannot be attributed to the Traveller or the Tour Operator, each party shall carry its own damages.

6. If, after the start of the agreed trip, a significant part of the services covered by the Agreement cannot be rendered, the Tour Operator shall ensure appropriate, alternative arrangements will be made in order to ensure the continuation of the journey. (See Article 16 for the cost thereof.)

If such arrangements are not possible, if necessary, the Tour Operator shall provide the Travellers with an equivalent means of transport that will bring them back to the place of departure or another location agreed with the Traveller (or Travellers). (See Article 16 for the cost thereof.)

7. Without prejudice to Article 18 paragraph 4, the Tour Operator is obliged to inform the Traveller of any change in departure time implemented by him.

This obligation doesn't apply to the return trip concerning Travellers who have booked only for transport and/or whose residence address is not known.

Article 15 - Liability and force majeure

1. Without prejudice to the provisions of Articles 13 and 14, the Tour Operator is required to implement the Agreement in accordance with the expectations that the Traveller may reasonably have under the Agreement.

2. If the tour does not expire in accordance with the expectations referred to in paragraph 1, the Traveller shall be obliged to communicate this to the persons concerned as referred to in Article 19 paragraph 1, as soon as possible.

3. If the tour does not expire in accordance with the expectations referred to in paragraph 1, the Tour Operator is required to compensate any loss of the Traveller, subject to the provisions of Articles 16, 17 and 18, unless the failure to perform is not attributable to the Tour Operator or the person on whose assistance he relies in the implementation of the Agreement, because:

a. The shortcoming in the performance of the Agreement is attributable to the Traveller; or

b. The shortcoming in the performance of the Agreement could not be foreseen or could not be alleviated and is attributable to a third party that is not involved in the supply of the services included in the trip; or

c. The shortcoming in the implementation of the Agreement is due to an event that the Tour Operator or the person whose assistance he relies on in the implementation of the Agreement, taking all possible care into account, could not be foreseen or remedied; or

d. The shortcoming in the implementation of the Agreement is due to force majeure as referred to in paragraph 5 of this Article.

4. If a cruise forms part of the Agreement and the Traveller isn't able to reach the port of departure or cannot do so in time because the flight to the departure port was cancelled due to extreme weather conditions and/or Government measures that prevented the flight, this will be at the risk of the Traveller, by way of derogation from paragraph 3. This is subject to the condition that the Traveller was informed of this risk by or on behalf of the Tour Operator prior to booking, and the insurability of this event was pointed out. In that case, the Traveller shall owe the full amount payable, less the cost of air travel.

4. Force majeure means abnormal and unforeseeable circumstances that are independent of the will of the one who invokes this, and of which the consequences could not be avoided despite all precautions.

Article 16 - Help and assistance

1. a. Depending on the circumstances, the Tour Operator is required to provide aid and assistance to the Traveller if the trip doesn't expire in accordance with the expectations that the Traveller may reasonably have held under the Agreement. The resulting costs shall be borne by the Tour Operator if the shortcoming in the execution of the Agreement can be attributable to the Tour Operator in accordance with Article 15 paragraph 3.

b. If the cause is attributable to the Traveller, the Tour Operator shall only be obliged to grant aid and assistance in as far as that can reasonably be required. In that case, the costs shall be borne by the Traveller.

2. If the tour doesn't expire in accordance with the expectations that the Traveller could reasonably have held under the Agreement, due to circumstances that are attributable neither to the Traveller nor the Tour Operator, each shall carry its own loss. For the Tour Operator this shall imply, among others, the additional deployment of manpower; for the Traveller this may concern, among others, additional accommodation and repatriation expenses.

ARTICLE 17 - Exclusions and limitations of liability of the Tour Operator

1. a. If a Treaty, Regulation or Law applies to the travel service that allows an exclusion or limitation of liability to the service provider, the Tour Operator's liability shall be excluded or limited accordingly.

b. The Tour Operator shall not be liable if and to the extent that the Traveller has been able to claim for damages under an insurance policy, for example, travel and/or cancellation insurance.
2. If the Tour Operator is liable to the Traveller for any loss of travel enjoyment, the compensation shall not exceed the travel fare.
3. Without prejudice to the provisions of the preceding paragraphs of this Article, the liability of the Tour Operator for other losses than those caused by death or injury of the passenger shall be limited to no more than three times the total travel fare, unless it involves intent or gross negligence on the part of the Tour Operator. In that case, his liability is unlimited.
4. The exclusions and/or limitations of liability of the Tour Operator included in this Article shall also apply to employees of the Tour Operator, the booking office and relevant service providers, as well as their staff, unless this is excluded by a Treaty, regulation or law.

ARTICLE 18 - Obligations of the Traveller

1. The Traveller (or Travellers) is/are required to comply with all the Tour Operator's instructions to promote the proper implementation of the tour and is/are liable for damage caused by his/their illicit behaviours, as judged according to the behaviour of a properly acting traveller.
2. a. The Traveller who causes or can cause such nuisance or hindrance that a proper execution of the tour is thereby severely complicated or can be made more difficult, may be excluded by the Tour Operator from the tour or the continuation thereof, if the Tour Operator cannot reasonably be required to fulfil the Agreement.

b. All associated costs resulting from one of the situations referred to in paragraph 2 (a) shall be borne by the Traveller, if and in so far as he can be held responsible for the effects of the hindrance or nuisance. If and to the extent that the cause of the exclusion cannot be attributed to the Traveller, he shall be refunded for the travel fare or a portion thereof.
3. The Traveller is obliged to avoid any damage or to restrict this as far as possible, in particular by complying with his notification obligation as defined in Article 19 paragraph 1.
4. Each Traveller must contact the tour guide or the local agent of the Tour Operator to ensure the exact time of departure, not later than 24 hours prior to the stated time of departure of the tour.

ARTICLE 19 - Complaints during the trip

1. A shortcoming in the implementation of the Agreement as referred to in Article 15 paragraph 2 must be reported on the spot, as soon as possible, so that a solution can be sought. To do so, the Traveller must - in this order - report to the respective service provider, the tour guide or, if he/she isn't present or reachable, the Tour Operator. If the shortcoming is not resolved and the quality of the trip is affected, this must in any case be reported to the Tour Operator in the Netherlands without delay.
2. If a shortcoming is not resolved satisfactorily on the spot, the Tour Operator shall ensure the adequate possibility to record this in writing, in the form of a complaint, as prescribed (complaint reporting).
3. The Tour Operator will provide information in the travel documents on the on-the-spot procedure to be followed, the contact details and reachability of those involved.
4. The communication costs are reimbursed by the Tour Operator, unless there is proof that there was no reasonable need to do so.
- e. If the Traveller fails to comply with the notification requirement and the complaint form, and the Service Provider or the Tour Operator was therefore not given an opportunity to remedy the shortcoming, his possible right to compensation could expire or may expire partially.

ARTICLE 20 - Complaints after the trip

1. If a complaint is not resolved satisfactorily, this must be submitted to the Tour Operator or the booking office, in writing and with reasons, not later than within one month of the end of the trip (or enjoyed service), or after the original departure date if the trip did not take place. The Traveller shall include a copy of the complaint report.
2. If the complaint concerns the conclusion of an Agreement, it shall be submitted at the booking office within one month after the Traveller became aware of the facts on which the complaint is based.

3. If the Traveller doesn't submit the complaint in a timely manner, the Tour Operator will not consider this, unless the Traveller cannot reasonably be blamed for the delay. The Tour Operator will inform the Traveller accordingly, in writing, or by electronic means.
4. The Tour Operator will give a substantive reply in writing, not later than one month after receipt of the complaint.

ARTICLE 21 - Exclusion of the Right of withdrawal with package tours

1. On the basis of Article 6:230 paragraph 2 sub h of the Civil Code, the consumer has no right of withdrawal with respect to the Agreement on a package tour and tickets as referred to in Article 7:500 of the Dutch civil code.