

# Terms & Conditions African Travels

Version January 2021

## Flexible Terms & Conditions due to Covid-19

*African Travels cannot be liable for any extra costs if you can't travel due to a positive Covid-19 test. We will however assist you wherever we can. Most travel insurances will cover these costs.*

To make your reservation complete, you need to agree to the Terms and Conditions of African Travels. We ask you to read through the Terms and Conditions of African Travels carefully. Your booking is only confirmed after a written confirmation from African Travels (by e-mail to your email address). From that day following rules apply. Should African Travels for whatever reason do not accept your booking you will receive the amount paid return.

## Corona affected tours

If the corona outbreak has affect on your trip, special terms & conditions might apply.

If a traveler is not allowed to fly or travel due to a positive corona test, additional costs for amending/extending the trip, additional hotel nights, transfers, flight changes, are for the travelers own account. We will however assist in arranging or helping out in any way we can.

Please check our Corona page for current travel restrictions.

## Is a (4x4) car rental part of your trip?

Then the Terms & conditions from our local car rental partner do apply on the car hire.

## Introduction

These African Travels Terms & Conditions apply to all travel services you book with an African Travels member as of 1 July 2018 and have been adapted to the new Package Travel Agreement Act.

The booking confirmation states which part of the African Travels Terms & Conditions applies to your reservation: the African Travels Terms & Conditions for Package Travel or the AFRICAN TRAVELS Booking Terms for single travel services. If a 4x4 vehicle is part of your tour booked by African Travels, additional terms and conditions by our local African supplier for the 4x4 vehicle do apply.

## Why new terms and conditions?

On 1 January 2018, Dutch law was adapted to new European rules intended to better protect the position of travellers. The new law will come into effect on 1 July 2018. The new rules apply to all travel services you book from this date. Therefore, we were also required to amend the African Travels Terms and Conditions.

We start with the African Travels Terms & Conditions for package travel (Section 1), followed by the terms and conditions that apply if you book a linked travel arrangement (African Travels GRA Terms and Conditions) (Section 2), and then the African Travels Booking Terms for single travel services (Section 3). The terms and conditions that apply to a linked travel arrangement (GRA) are new. This is a new regulation drawn up by the European legislator to give you, the traveller, slightly more protection when you do not book a package holiday, but several separate travel services with different traders.

Because many new terms have been introduced, we also give an explanation (in section 4) of the sometimes difficult to read legal provisions. In the event of a difference between the interpretation of these terms and conditions and the law, the law always takes precedence.

## Additional terms and conditions

The trader (either the tour operator or the retailer) may apply additional terms and conditions of his own in certain areas. These additional terms and conditions must be laid down in writing (or electronically) before the (travel) agreement is concluded. These additions may not affect your rights under the law or the African Travels Terms & conditions.

## Section 1 The African Travels Terms & Conditions for Package Travel (Apply to bookings from 1 July 2018)

### Article 1 Introduction

1.1. These Terms & Conditions are applicable to package travel agreements, which the organiser enters into with you, as a traveller.

1.2. These Terms & Conditions can also be declared applicable to single travel services, such as accommodation, car rental and shuttle bus journeys. The organiser shall explicitly state this in the offer, in such cases.

1.3. As a traveller you are entitled to cancel the travel agreement without having to provide a reason within 24 hours of its conclusion, unless this right is excluded in the offer by use of the term: definitive booking. The term traveller in this context refers exclusively to the main booker/booking party. You do not have a right of withdrawal in the event that the travel agreement is entered into within 8 weeks prior to departure, nor in the case of "cruise travel".

1.4. Working days: Monday to Friday from 9 a.m. to 5.00 p.m. , with the exception of public holidays recognised in the Netherlands, unless the trader expressly states otherwise.

### Article 2 Information provided by the organiser

2.1 The organiser or, on behalf of the organiser, the retailer, has provided you with the standard information required by law and the main characteristics of the travel services prior to the conclusion of this agreement.

2.2 The organiser may subject the conclusion of a travel agreement to the condition that you take out travel insurance and may also request proof of such insurance.

2.3 The organiser accepts no responsibility for general information in photos, leaflets, advertisements, websites and other information carriers, if these have been drawn up or published by third parties.

2.4 If the offer of the organiser is available online, the details stated in this offer shall form part of the agreement, unless otherwise specified in the offer. An organiser's online offer can change quickly. If you want to be able to prove at a later stage what the offer exactly entailed, make a printout of the screen (print screen) that shows the offer of the organiser.

2.5 Without prejudice to the above, you shall remain responsible for obtaining additional information on passports and visa requirements from the relevant authorities, and you must also ascertain in good time before departure whether or not the information previously obtained has changed.

2.6 In the case of air travel, the travel organiser will inform you of the identity of the airline providing the transport as soon as it is known to the organiser. The definitive departure and arrival times for transport components will be stated in the travel documents.

### Article 3 Information to be provided by you

3.1. You must provide all information regarding yourself and the travellers for which you have made a booking that could be of importance in the conclusion or performance of the agreement in

good time, before the agreement is entered into. This shall in any event include your mobile telephone number(s) and email address(es).

3.2. You must indicate any details regarding your own physical and mental condition, and regarding the capacity or composition of the party you have made a booking for, which could be of importance to the proper performance of the travel package.

3.3. If you fail to comply with your obligations to provide information, this may result in the organiser or someone on his behalf excluding said traveller(s) from (further) participation in the travel package. In such cases, all associated costs will be charged to you.

3.4. You may ask the organiser to change the travel offer for medical reasons and other reasons. The organiser shall inform you of any related costs. The organiser is not required to meet such a request. If the organiser decides to do so, you must pay the costs associated with the change.

#### **Article 4 Confirmation/Withdrawal by the travel organiser**

4.1. The agreement is concluded as a result of your acceptance of the offer of the organiser, including the terms and conditions declared applicable and receipt of the statutory information. Upon or immediately after conclusion of the agreement, you will receive a confirmation, and/or an invoice.

4.2. In the case of package travel agreements concluded by telephone, you are only bound by the agreement after the organiser has confirmed the travel package. This confirmation should preferably be made in writing (including by email). If you make a (down) payment, it will in any case serve as proof that you have accepted the organiser's offer.

4.3. The organiser is entitled to terminate the travel agreement in writing within the period stated in the offer in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking. The organiser shall inform you of this at the latest:

- 20 days prior to departure for travel packages of more than six (6) days;
- 7 days prior to departure for travel packages of two (2) to six (6) days;
- 48 days prior to departure for travel packages of less than two (2) days.

If you have made any (down) payments, the organiser will refund the payments within the period stated in article 4.5

4.4. The offer of the organiser is free of obligation. Where necessary, the organiser may withdraw the offer, including after you have accepted the offer and after confirmation by the travel organiser. The withdrawal must take place as quickly as possible, in any event within 24 hours (travel packages in Europe and the Mediterranean Sea countries) or within 48 hours (travel packages to other destinations) after the date of acceptance, giving reasons. If you accept the offer over the weekend, the deadline for withdrawal by the organiser starts at midnight on Sunday evening, unless it is followed by a generally recognised public holiday, in which case the withdrawal period starts at midnight on the last public holiday.

4.5. In all cases where you are entitled to a refund of payments already made by you, the organiser shall do so without delay, but in any case within 14 days after the right to a refund has arisen.

4.6. Manifest errors and/or mistakes shall not be binding on the organiser. Such errors and mistakes are errors and mistakes that are or should be recognisable as such at first sight from the point of view of the average traveller.

#### **Article 5 Changes made by the organiser**

5.1. The organiser has the right to change the travel agreement if it concerns minor changes and if he has informed you in a clear, understandable and prominent manner and in good time. You may not reject this change.

5.2. If the organiser is obliged to make a substantial change before the start of travel, he shall inform you in a clear and comprehensible manner and ask you whether you wish to accept the proposed changes or cancel the travel agreement free of charge. If the changes imply a reduction in the quality or cost of the travel package, the organiser shall at the same time make an appropriate proposal to reduce the price of the package. Significant changes are understood to mean changes in the main characteristics of the travel services within the meaning of Article

2.1.

5.3. For travel packages commencing 14 days or later after notification of the change as referred to in the previous paragraph, you must inform the organiser of your decision no later than 48 hours after receipt of the notification. For travel packages commencing within 14 days after notification, you must inform the organiser of your decision without delay and in any case within 24 hours. If you fail to communicate your decision within the set period, you will be deemed to have accepted the changes.

5.4. Up to twenty days before commencement of the travel package, the travel organiser may

increase the travel sum by no more than 8%, but only if that is due to:

- an increase in fuel costs or;
- an increase in the cost price of other energy sources or;
- an increase in taxes or;
- an increase in fees for travel services included in the agreement, charged by third

parties not directly involved in its implementation, including tourist taxes, landing fees and departure or arrival taxes at ports and/or airports. The organiser may include in its additional terms and conditions that it reserves this right to increase the price even in the event of an increase in the exchange rates which are relevant to the travel package.

You are entitled to a price reduction less the administrative costs actually incurred if, for the same reasons, the costs as described in this article decrease.

5.5. If the organiser increases the travel sum by more than 8% within the limits of Article 5.4, you shall have the right to reject this increase and the right to terminate the travel agreement free of charge. In that case, Articles 5.2 and 5.3 shall apply.

5.6. By way of derogation from Article 5.4, the organiser shall no longer change the travel sum from the date on which the full travel sum must have been paid in accordance with the terms and conditions of the organiser and you have actually paid the travel sum.

5.7. If you do not accept the changes and the organiser cannot offer you an alternative travel package or if you do not accept this, the organiser shall refund all amounts paid by you without delay and in any case within 14 days of cancellation. If you accept the alternative offer, you are entitled to an appropriate price reduction.

## Article 6 Help and assistance

6.1. The organiser shall offer help and assistance if you experience difficulties. This also applies to unavoidable and exceptional circumstances as a result of which the travel package does not proceed in accordance with the expectations you could reasonably have on the grounds of the agreement. This assistance shall consist of adequate information on medical services, local authorities, consular assistance and support in using communication and finding alternatives. The party responsible for the circumstances giving rise to such help and assistance shall bear the costs thereof.

6.2. In the event that these difficulties are the result of intent or negligence on your part, the costs incurred by the organiser shall also be borne by you. These costs shall not exceed the costs actually incurred by the organiser and any third parties it has engaged.

6.3. In the event that the travel package does not proceed in accordance with the expectations you could reasonably have as a result of circumstances that are attributable neither to you nor the travel organiser, each of these shall bear their own losses. For the travel organiser, these may consist, among other things, of extra staffing costs and for you these may consist, among other things, of additional accommodation and repatriation costs.

6.4. If transport forms part of the travel package and your return cannot be arranged for on the agreed date due to force majeure, you shall be entitled to a maximum of three (3) free nights in equivalent accommodation, if possible. This limitation of 3 nights shall not apply to disabled persons and their companions, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that they have informed the organiser of these special circumstances at least 48 hours before commencement of the travel package.

## Article 7 Performance of the agreement and liability organiser

7.1. The organiser is responsible for the performance of the travel agreement in accordance with the expectations that you may reasonably have on the grounds of the agreement. If a certain part cannot be performed in accordance with the agreements and you have immediately informed the organiser thereof, the organiser shall ensure that the agreement is performed in accordance with the agreements. This unless it is impossible or involves such high costs that you cannot reasonably require the organiser to do so.

7.2. Where a significant proportion of the services cannot be provided, the organiser shall ensure that suitable alternatives of at least equivalent quality are available free of charge. During the period that the travel agreement is not performed in accordance with what you may reasonably expect on the grounds of the agreement, and also if the alternatives offered are of lower quality, the organiser shall offer an appropriate price reduction.

7.3. You have the right to reject the proposed alternatives if they are not comparable with what has been agreed in the travel agreement. If the alternative offered is of inferior quality, you may reject it if the price reduction offered is insufficient.

7.4. In assessing the alternative and/or the price reduction offered, account shall be taken of objective criteria which are apparent from the alternative offer. This shall include the following circumstances:

- The location of the accommodation at the destination;

- The nature and class of the accommodation;
- Any other facilities the accommodation offers.

This assessment will also take into account:

- The composition of the travel group;
- The characteristics of the traveller(s) known to and confirmed by the organiser, including the personal circumstances reported by the traveller and accepted and recorded by the organiser;

7.5. You may remedy a shortcoming and are entitled to reimbursement of necessary expenses incurred in this respect, if:

a. You have informed the organiser in good time that the travel package will not be performed in accordance with the expectations you may reasonably have and the organiser does not remedy this shortcoming within a reasonable period set by you, or if the organiser indicates that he is unable to remedy the shortcoming;

b. The shortcoming must be remedied immediately.

7.6. If the shortcoming has significant consequences for the performance of the travel package and the organiser has not remedied it within a reasonable period of time, you may terminate the agreement free of charge. In that case, you are entitled to compensation and/or a price reduction. This is without prejudice to your right, if transport is included in the travel package, to repatriation free of charge with an equivalent transport service.

7.7. The liability of the organiser for loss suffered by you shall be limited to three times the travel sum unless there is intent or deliberate recklessness on the part of the travel organiser. The organiser may not exclude or limit his/her liability for loss arising from injury to the traveller.

7.8. The organiser shall not be liable for the failure in the performance of an obligation if it is attributable to you, a consequence of unavoidable and extraordinary circumstances or attributable to a third party not engaged by the organiser in the performance of the travel services.

7.9. Where a service covered by the travel agreement is subject to a treaty or an EU Regulation, the organiser may invoke an exclusion or limitation of liability granted or allowed to a service provider as such under that treaty or Regulation. In the event of cumulation of compensation or price reduction within the meaning of this article, the organiser may offset the compensation against each other.

## Article 8 Your rights

### 8.1. Substitution

8.1.1. You may request that the organiser replace you with another person. This is subject to the following conditions:

- The other person complies with all the conditions to which the agreement is subject;

and

- You shall submit the request no later than 7 calendar days before departure in a manner communicated in advance by the organiser, or in good time such that the organiser can still carry out the necessary actions and formalities; and

- The terms and conditions of the service providers involved in the performance do not preclude such substitution.

8.1.2. The booking party, you and the person substituting you shall be jointly and severally liable vis-à-vis the travel organiser for payment of the part of the travel sum still owed, the amendment fee, surcharges and other costs resulting from the substitution.

8.1.3 At your request, the organiser shall make these costs transparent and, if you so request, shall provide you with documents showing these costs.

## 8.2. Travel documents

8.2.1. The organiser shall indicate in the confirmation the time at and manner in which the organiser will make the travel documents available to you.

8.2.2. If you have not received your travel documents by the time specified by the organiser, but no later than 5 working days before departure, you must immediately inform the organiser or the retailer.

## 8.3 Guarantee in the event of financial insolvency

8.3.1 If the organiser is no longer able to meet his obligations due to financial insolvency, performance of a travel package by another party or a refund of the travel sum, or if the travel package has already been partially enjoyed, a proportional part thereof, shall be guaranteed.

8.3.2. If the travel package includes passenger transport, this warranty also covers your repatriation. The guarantee shall in any case cover the reasonably foreseeable costs, including the financing of accommodation pending possible repatriation and the travel sum already paid in full or in part (in advance), in accordance with the guarantee conditions of the relevant guarantee fund.

8.3.3. The organiser shall provide this guarantee by joining SGR or any other guarantee fund approved by AFRICAN TRAVELS. Before concluding the travel agreement, the organiser shall communicate how and under what conditions it has taken care of this guarantee.

## Article 9 If you want to cancel

9.1. You may cancel the travel agreement before the start of the travel package. If you do this, you will be obliged to compensate the organiser for the loss he suffers as a result of the cancellation. This loss amounts to a maximum of once the travel sum.

9.2. Unless the organiser agrees otherwise with you, the percentages agreed below (fixed loss) based on the time of cancellation, any expected cost savings and income the organiser obtains from still selling the cancelled travel package, in addition to any reservation costs due, shall apply:

- In case of cancellation up to the 56nd calendar day (exclusive) before the day of departure: the down payment, but not more than 25% plus the cancellation fees for the flights. There is never a refund for gorilla permits;
- In case of cancellation up to the 55nd calendar day (inclusive) until the 28th calendar day (exclusive) before the day of departure: 50% of the travel sum;
- In case of cancellation from the 27th calendar day (inclusive) until the 15th calendar day (exclusive) before the day of departure: 75% of the travel sum;
- In case of cancellation from the 14th calendar day (inclusive) until the start day (exclusive) before the day of departure: 100% of the travel sum;
- In case of cancellation on the day of departure or later: the full travel sum.

- In this context, the travel sum is defined as the price published by or on behalf of the organiser, excluding reservation costs, insurance premiums and the contribution to the Calamity Fund.

Dutch Calamity Fund: If the traveller is a Dutch citizen or started his trip from Schiphol airport, it applies that if a coverage limitation or benefit situation that is determined by the Calamity Fund is in force, the Traveler to which this applies from 30 calendar days before departure can cancel the Journey or, if possible and desired, rebook.

9.3. If you cancel the travel agreement, you will be required to pay these cancellation costs. If no fixed cancellation costs have been agreed, the organiser shall, at the request of the traveller, provide a justification of the cancellation costs charged.

9.4. If a travel package is composed of different parts to which different cancellation provisions apply, the specific provisions of the service provider that apply to each part shall apply. At the latest at the time of booking, the organiser shall communicate whether specific cancellation provisions apply to parts of the travel package.

9.5. If a traveller from a travel group cancels his share of a travel agreement for a joint stay in a hotel, apartment, holiday home or other accommodation, cancellation costs shall be due. The organiser shall calculate these costs on the basis of the provisions of the following paragraph.

9.6. If the size of the remaining group appears in the price table for this accommodation, the organiser shall make a proposal for an amendment to the remaining traveller(s) for the same period and in the same accommodation, appropriate to the new group size. For the traveller(s) referred to above, the travel sum shall change in accordance with the price table.

The regular payment rules applied by the organiser shall apply to payment of the modified travel sum. If the modified offer is not possible or if the travellers do not accept it, the agreement for all travellers shall be cancelled and all travellers shall be charged a cancellation fee.

9.7. The total amount of cancellation fee and changed travel sums shall not exceed the total travel sum of the original travellers. The organiser shall deduct any surplus from the new travel sum.

9.8. Cancellations sent on non-working days are considered to have been received by the organiser on the next working day. Cancellations outside office hours but on a working day before opening hours are considered to be received by the organiser on this working day.

Cancellations outside office hours after working hours will be deemed to have been received by the organiser on the following working day.

9.9. If unavoidable and exceptional circumstances occur at the destination or in the immediate vicinity, which have a significant impact on the performance of the travel package, and the travel package has not yet started, you may cancel the agreement free of charge and the organiser shall refund all prepaid monies. In this case, you shall not be entitled to compensation.

9.10. For travel packages to an area for which a calamity has been established by the Calamity

Committee of the Calamity Fund, it is assumed that a situation exists as described in the previous paragraph. In that case, you can cancel your booking free of charge from three (3) calendar days before departure or change your booking, if possible and you wish to do so.

## Article 10 Payment

10.1. Before concluding the travel agreement, you will receive information from the organiser as to when the travel sum must have been paid (in full). The organiser may require a deposit. He shall communicate the amount of the deposit before or at the time of conclusion of the travel agreement. If you have not fulfilled your financial obligations at the time specified by the organiser, you will be in default by operation of law.

10.2. In you are in default, you will be issued with a payment demand by or on behalf of the organiser, and will be given a period of 14 days during which still to meet your obligations.

Please be aware that If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The organiser will deduct the cancellation fee from the amounts already paid. If the departure date is within these 14 days, you must pay the full travel sum at the latest 24 hours before the departure date.

10.3. If you have not paid on time you shall owe the statutory interest on the amount due from the date of default. After receiving a demand for payment, you shall also be required to pay the extrajudicial collection costs referred to in Article 4.

10.4. The extrajudicial costs amount to a maximum of 15% in the case of a travel sum of up to €2,500; 10% of the next €2,500; 5% of the next €5,000 and 1% of the amount above this. The travel organiser may deviate from the stated amounts and percentages in your favour.

## **Article 11 Your further obligations**

11.1. You are required to comply with all instructions issued by or on behalf of the organiser, and are liable for damage or loss caused by your actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.

11.2. If you cause or may cause hindrance or nuisance to such an extent that proper performance of a travel package is or could be impeded, the organiser may exclude you from the travel package or the rest of the travel package, if you cannot reasonably expect of the travel organiser to comply with the agreement. The costs arising from this shall be borne by you.

11.3. You are required to avoid or limit any loss on your part as much as possible.

11.4. You must ascertain the exact time of departure for the return journey no later than 24 hours before the stated time of departure.

## **Article 12 Complaints (procedure)**

### **During the travel package**

12.1. Without prejudice to Article 7, you shall immediately report complaints about the performance of the agreement on site, so that a solution can be sought. In this context, you must report - in the following sequence - to:

1. The appropriate service provider;
2. The tour leader or, if he/she is not present or available;
3. The organiser.

12.2. In the event that the failure is not resolved, and negatively affects the quality of the travel package, you must in any event communicate this immediately - in other words, without any attributable delay - to the organiser in the Netherlands.

12.3. If a failure is not resolved satisfactorily on site, the organiser shall ensure that there is a possibility to record it in the form of a complaint (complaint report).

12.4. The organiser shall ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons involved.

12.5. In the event you fail to comply with the obligation to register a complaint in the manner indicated by the organiser, and as a result the service provider or organiser has not been given the opportunity to remedy the failure, you may lose any right to compensation (in whole or in part).

### **After the travel package**

12.6. If your complaint has not been resolved satisfactorily, you must submit it in the prescribed manner, within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not taken place. You must enclose a copy of the complaint report, if available.

12.7. If the complaint relates to the conclusion of an agreement, it must be submitted to the booking office as quickly as possible, and in any event within two months of taking cognisance of the facts to which the complaint relates.

12.8. In event that you do not submit the complaint in good time, it will not be processed, unless you cannot reasonably be blamed for this.

12.9. The organiser shall respond to you no later than one month after receipt of the complaint.

## **Article 13 Disputes**

13.1. If your complaint is not resolved satisfactorily, you may, if you wish to do so, bring the dispute before the Geschillencommissie Reizen (Travel Disputes Committee), Postbus 90600, 2509 LP Den Haag ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)), no later than twelve (12) months after you submitted your complaint to the organiser. The Committee only processes complaints from natural persons who are not acting in the performance of a profession or operation of a business.

13.2. The Disputes Committee issues rulings subject to the conditions set down in the appropriate regulations. The decision of the Disputes Committee is in the form of an advice binding on the parties. A fee is payable for the handling of a dispute.

13.3. All rights of claim shall lapse two years after the end of the travel package or, if the travel package did not take place, two years after the original date of departure.

13.4. If you do not wish to make use of the binding advice procedure referred to in the previous paragraph, you shall be entitled to put the case before the competent court.

13.5. The laws of Netherlands are applicable to the agreements entered into, amended or supplemented on the basis of these travel terms and conditions, unless another country's law is applicable under mandatory rules.

13.6. Netherlands courts are competent to hear such disputes, to the exclusion of courts in all other countries, unless another country's courts are competent under mandatory rules.

## **Article 14 Compliance guarantee**

14.1. African Travels guarantees compliance with the binding recommendations of the Travel Disputes Committee by its members, unless the member brings the binding recommendation before the court for annulment within two months of the recommendation being sent. This guarantee revives if the binding advice has been upheld after a review by the court and the judgement that demonstrates this has become final.

14.2. The guarantee of African Travels is limited to €10,000 per binding recommendation. African Travels issues this guarantee subject to the condition that, when invoking this guarantee, you transfer (cede) your claim on the grounds of the binding recommendation up to a maximum of the amount paid to the African Travels at the same time as your invocation of the compliance guarantee is honoured.

14.3. African Travels shall not provide any compliance guarantee if one of the following situations occurs before the dispute has been heard by the Travel Disputes Committee and a final decision has been pronounced:

- the member has been granted a suspension of payments; or
- the member has been declared bankrupt; or
- the member's business activities have effectively been terminated.

The last-mentioned situation is determined by the date on which the business termination is registered in the Trade Register, or by an earlier date at which African Travels can plausibly show that the business activities were effectively terminated.

14.4. Application of the compliance guarantee is subject to the requirement that you invoke it in writing to African Travels ([www.africantravels.com](http://www.africantravels.com)).

## **Section 2 Linked Travel Arrangement Terms and Conditions (GRA Terms and Conditions)**

### **Article 1 Applicability and definitions**

1. In the case of a linked travel arrangement, the following agreements apply in addition to that which is included in Section 3 (Booking Terms for single travel services).

2. A linked travel arrangement exists where the trader mediates in the formation of two or more different agreements relating to different types of travel service, which you wish to purchase for the same holiday or the same trip and which do not constitute a travel package and:

I. for which you conclude several agreements with different travel service providers whereby, during one visit to or contact with the trader, he has facilitated the separate selection and payment of the travel service; or

II. the trader facilitates the purchase of at least one additional travel service from another trader in a targeted manner, provided that you conclude the second agreement at the latest within 24 hours of the conclusion of the first agreement with the travel agent.

3. If, despite the above, the agreement does qualify as a travel agreement, African Travels Terms & Conditions for Package travel shall apply.

### **Article 2 Guarantee in the event of financial insolvency**

1. If the trader has facilitated a linked travel arrangement and he has received the travel sum from you within that context but, due to financial insolvency, is unable to provide the travel service or is

unable to continue to provide it, he shall ensure that the travel sum he has received is refunded to the traveller or, if the travel service has been partially provided, a proportionate part thereof. Where the trader is responsible for passenger transport, the measures shall also provide for repatriation, in accordance with the guarantee conditions of the relevant guarantee fund.

2. The trader shall provide this guarantee by joining a guarantee fund approved by AFRICAN TRAVELS. Before concluding the first agreement, the trader shall announce how and under what conditions it has organised this guarantee.

### **Article 3 Obligation to inform**

1. Before you are bound by the agreement that results in the creation of a linked travel arrangement, the trader who facilitates a linked travel arrangement shall inform you of the following in a clear, comprehensible and prominent manner:

(a) you are not entitled to the rights applicable only to package travel by law and each travel service provider is liable only for the proper contractual performance of its own services;

b) you can claim protection in the event of insolvency in accordance with the provisions of

2. The trader shall also provide you with the prescribed standard information in order to fulfil this obligation to inform.

3. If the trader does not provide information or provides incorrect information, a number of legal provisions of the Package Travel Agreement Act shall apply, namely the provisions on substitution, the provisions on the performance of the travel package and the options of cancellation, the complaints procedure and the obligations to provide help and assistance.

## **Section 3 AFRICAN TRAVELS-Booking Terms for single travel services**

(Apply to bookings from 1 July 2018)

1. These Booking Terms for single travel services apply if you book one or more single travel services, unless the African Travels Terms & Conditions for Package Travel apply

2. The following terms are defined as follows, unless otherwise stated in the article:

Travel agent: a person who advises, informs and/or mediates in the formation of agreements relating to travel, in the operation of his/her business.

Service provider: the transport provider, accommodation provider, tour operator and/or other service providers in the field of travel, the traveller enters into an agreement with and which, with due observance of the applicable terms and conditions, is responsible for the performance of the service.

Traveller:

a. the client (booking party), or

b. a party other than the client on whose behalf the client enters into an agreement and who accepts this agreement.

Order: the agreement between you and the travel agent, under which the travel agent agrees to provide you with travel services.

Working days: Monday to Friday from 9 a.m. to 5.00 p.m., with the exception of public holidays recognised in the Netherlands, unless the travel agent expressly states that other opening hours apply.

Booking costs: The amount the travel agent charges for his/her services.

3. African Travels (or the retailer, or trader or booking office) is a service provider in the field of travel. He/she can inform, advise and make reservations. The travel agent performs

these services on your instructions. The African Travels Booking Terms for single travel services are applicable to all forms of services provided by the travel agent.

4. When you book a travel package with an African Travels organiser to which the African Travels Terms & conditions for Package Travel are applicable, these African Travels Terms & Conditions for Package Travel exclusively apply to the entire process: from providing advice through to performance of the travel package. If a travel agent organises travel packages under its own name, or adds travel services to existing travel packages of another organiser, the travel agent will be deemed organiser in the context of such a travel package. The African Travels Terms & Conditions for Package Travel shall also apply to such travel packages, supplemented by the travel agent's terms and conditions regarding deposit and/or cancellation.

5. The travel agent can make a reservation for you. He/she establishes an agreement between you and the service provider you have selected. The travel agent is not a party to the resulting agreement. He can, for example, make reservations for airline tickets, train tickets, theatre tickets and hotel rooms and take out insurance on your behalf.

6. You do not have the right to revoke reservations to which these African Travels Booking Terms for single travel services apply, which were made by the travel agent on your instructions.

7. The travel agent shall not be liable for the correct performance of the services he has reserved. These are subject to the terms and conditions of delivery of the relevant service provider, for example the airline or hotel. However, the travel agent is responsible for the careful performance of the services he provides, such as correct advice and handling of the reservation.

8. The travel agent may charge a fee for his services, on condition that you have been informed of the amount of this fee in advance.

## **Article 2 The order in general**

1. The content of the order may consist of, among other things, informing and advising the traveller, and if possible reserving the services you desire on your behalf.

2. You are bound vis-à-vis the travel agent and the service provider after the order is given, irrespective of whether a confirmation is provided immediately.

3. If the travel agent immediately provides you with an (order) confirmation, this confirmation shall serve as proof of the agreement described in the confirmation, unless you immediately (within 24 hours) object to the confirmation.

4. Even if the travel agent is not able to provide the order confirmation immediately and sends it later, you may still object to the order confirmation without delay (within 24 hours) after receipt of the order confirmation.

5. If do not object or not object within that period, the order confirmation is deemed proof of the existence of the agreement

and its content. You may, of course, provide evidence to the contrary.

6. In the case of a booking via the internet or other multimedia channels, the travel agent shall organise the booking process in such a manner that you are informed of the fact that you are entering into an agreement, before making the reservation. You are bound by this agreement by means of the travel agent's confirmation of your booking.

7. You are liable towards the travel agent for the obligations arising from the agreement and towards the service provider for the obligations arising from the agreement with this service provider. The other travellers shall be liable for their share in the order.

## **Article 3 The reservation order**

### **1. Your obligation to provide information**

You shall provide all information regarding yourself and the travellers for which you have made

a booking, which could be of importance for the performance of the agreement in good time, before placing the order. This shall in any event include your mobile telephone number(s) and email address(es). You shall also provide any details regarding your own physical and mental condition and those of your fellow travellers, which could be of importance to the proper performance of the services.

### **2. Price adjustments**

The travel agent cannot guarantee the prices of the services reserved at your request. These prices may be adjusted in accordance with the terms and conditions of the service provider. The travel agent has no influence on these and cannot bear any responsibility for them. The travel agent will charge you these adjustments and inform you accordingly as quickly as possible.

### **3. Cancellation/changes by the client**

Any changes to the order(s) issued, or cancellations of reserved services, may only take place on working days and only at your request. If a change is made to reservations already made at your request or if you cancel the reserved services, the travel agent shall charge the related costs if he has notified you of these costs in good time, before the change becomes definitive. In addition to the cancellation or adjustment costs charged by the service provider, these may also include the costs incurred by the travel agent to effect the change or cancellation.

4. All notifications from the travel agent will be made to you only.

## **Article 4 Payments**

1. You must pay the amounts due in a manner to be specified by the travel agent and within the specified period. The travel agent is authorised to collect the amounts owed, if necessary on behalf of and for the account of the relevant service provider(s).

2. The travel agent may require a deposit when you issue the order, which in any event will not exceed the deposit under the terms and conditions of any service providers involved, plus the booking costs. If the travel agent requires a deposit, he shall notify you of the amount of this prior to conclusion of the agreement.

3. You must ensure that the travel agent has received the remainder of the amount due at the latest on the date stated in the confirmation or invoice. In the event of any discrepancies between the confirmation and the invoice, the confirmation will apply.

4. If the payment/deposit is not made or is not made in a timely manner, the travel agent shall send a payment reminder, at no charge, after the date in question has passed, and shall give you the opportunity to pay the outstanding amount within fourteen (14) days of receipt of said payment reminder. In the event of continued non-payment, you shall be deemed to be in default and the agreements shall be deemed cancelled, unless otherwise stipulated in the terms and conditions of any service provider(s) involved. The travel agent shall be entitled to charge the costs related to cancellation specified in advance, or to set them off against the deposit(s) received. If you reserve the travel package up to 14 days before departure and do not pay in good time, you shall be in default with immediate effect.

5. The travel agent shall make any refunds to you only.

## **Article 5 Liability**

1. The travel agent shall exercise the due diligence of a good contractor in the performance of the work.

2. The travel agent accepts no liability for actions and/or omissions of the service provider(s) involved, or for the correctness of the information provided by this/these service provider(s). The travel agent accepts no responsibility for photos, leaflets, advertisements, websites and other information carriers, insofar as these have been drawn up or published under the responsibility of third parties.

3. Where the travel agent fails culpably and you or your fellow traveller suffers loss as a result (including loss resulting from a loss of travel enjoyment), the liability of the travel agent shall be limited to a maximum of three (3) times the value of the services invoiced by the travel agent.

4. The travel agent excludes liability for loss against which you are insured (for example by taking out travel and/or cancellation insurance or health insurance), and liability for loss which you suffer within the scope of the performance of a profession or the operation of a business. This includes loss resulting from missing connections and/or not arriving on time at the destination.

5. The exclusions and limitations of liability contained in this article also apply to the staff of the travel agent.

## **Article 6 Documents**

1. The travel agent shall provide you with information, pertaining to the Dutch nationality, on passports, visas and any health-related formalities, no later than upon conclusion of the agreement.

2. You are responsible for obtaining the necessary additional information from the relevant authorities and to ascertain in good time before departure whether or not the information previously obtained has changed.

3. You are responsible for having the necessary documents on you, such as a valid passport or, where permitted, an identity card and any necessary visas, proofs of immunisations and vaccinations, driving licence and international motor insurance certificate.

4. If you are unable to undertake all or part of the travel due to the absence of any document, or due to such a document not being valid, any and all consequences of this shall be at your expense, unless the travel agent has promised that it would arrange the document in question, and its absence can be imputed to the travel agent, or if the travel agent has failed to comply with its obligation to provide information referred to in paragraph 1.

5. The travel agent may provide you with information about the possibility of taking out cancellation and travel insurance.

## **Article 7 Interest and collection costs**

1. If you fail to pay in good time you shall owe the statutory interest on the amount due from the date of default. The amount of this interest is:

- In the case of payments pertaining to the order performed by the travel agent: the statutory interest;

- In the case of payments pertaining to the service(s) performed or to be performed by the service provider: the statutory interest, or if the service provider charges a different interest rate, the latter interest rate, on condition that the travel agent has notified you of this rate, or where this rate can be found, prior to conclusion of the agreement.

2. Furthermore, you shall be obliged to pay any extrajudicial costs, after a reminder. These amounts will be 15% of the invoiced amount up to €2,500; 10% of the subsequent €2,500 and 5% of the subsequent €5,000, with a minimum of €40. The travel agent may deviate from the stated amounts and percentages in your favour.

## **Article 8 Complaints**

1. Complaints relating to a reservation made by the travel agent and/or information and advice provided by the travel agent must be submitted to the travel agent within two months after you have taken cognisance of the facts to which the complaint relates.

2. The travel agent shall respond to you in writing no later than one month after receipt of the complaint

## **Article 9 Disputes**

1. If your complaint is not resolved satisfactorily in good time, you may, if you wish to do so, bring the dispute before the Geschillencommissie Reizen (Travel Disputes Committee), Postbus 90600, 2509 LP Den Haag ([www.sgc.nl](http://www.sgc.nl)), no later than twelve (12) months after you submitted your complaint to the travel agent. The Committee only processes complaints from natural persons who are not acting in the performance of a profession or operation of a business.

2. The Disputes Committee issues rulings subject to the conditions set down in the appropriate regulations. The decision of the Disputes Committee is in the form of an advice binding on the parties. A fee is payable for the handling of a dispute;

3. The laws of Netherlands are applicable to the agreements for services you issue on the basis of these Booking Terms and Conditions, unless another country's law is applicable under mandatory rules.

4. If you do not wish to make use of the Travel Disputes Committee procedure referred to under 9.1., you shall have the right to apply to the competent court.

5. All rights of claim shall lapse one year after the end of the reserved service(s) or, if the travel package did not take place, one after the original date of departure.

6. If you do not make use of the option to engage the Travel Disputes Committee, the Dutch court shall have exclusive jurisdiction to hear any disputes between the parties, unless another court has jurisdiction on the grounds of mandatory rules.

## **Article 10 Compliance guarantee**

1. African Travels guarantees compliance with the binding recommendations of the Travel Disputes Committee by its



members, unless the member brings the binding recommendation before the court for annulment within two months of the recommendation being sent. This guarantee revives if the binding advice has been upheld after a review by the court and the judgement that demonstrates this has become final.

2. The guarantee of African Travels is limited to €10,000 per binding recommendation. African Travels issues this guarantee subject to the condition that, when invoking this guarantee, you transfer (cede) your claim on the grounds of the binding recommendation up to a maximum of the amount paid to African Travels at the same time as your invocation of the compliance guarantee is honoured.

3. African Travels does not provide any compliance guarantee if, before you have met the intake requirements necessary for the handling of the dispute (payment of the complaint-filing fee, return of completed and signed questionnaire and, if appropriate, payment of deposit).

4. African Travels shall not provide any compliance guarantee if one of the following situations occurs before the dispute has been heard by the Travel Disputes Committee and a final decision has been pronounced:

- the member has been granted suspension of payment; or
- the member has been declared bankrupt; or
- the business activities of the member have effectively been terminated.

The last-mentioned situation is determined by the date on which the business termination is registered in the Trade Register, or by an earlier date at which African Travels can plausibly show that the business activities were effectively terminated.

5. Application of the compliance guarantee is subject to the requirement that you invoke it in writing to African Travels ([www.africantravels.com](http://www.africantravels.com)).

#### Section 4 Explanation

Because the new law contains terms that are different from the ones you are familiar with, below is an explanation of who or what we refer to when we talk about package travel, travel service, organiser, retailer, trader, etc. These terms always apply, irrespective of which specific terms and conditions apply:

**Trader:** Any person who deals in travel services, and irrespective of whether acting as an organiser,

retailer, travel service provider or trader facilitating a Linked Travel Arrangement (GRA).

**Organiser:** the trader who puts together a travel package and offers it directly or through another trader or the trader who is otherwise regarded as responsible for a travel package.

**Retailer:** trader, other than the organiser, who offers travel packages put together by the organiser

**Traveller:** any person other than a trader who wishes to enter into an agreement on the basis of this Act or who is entitled to performance on the basis of an agreement under this Act

**Point of sales:** retail space, mobile or otherwise, or a retail website or similar online sales platform, including retail websites or online sales platforms offered to travellers as a single platform, including a telephone service.

**Force Majeure:** an unavoidable and extraordinary circumstance and therefore a situation that arises irrespective of the will of the party invoking it and the consequences of which could not have been avoided despite all reasonable precautions

**Package travel:** a combination of at least two different types of travel service for the same trip or holiday, if:

i) those services are combined by a single trader, where appropriate upon request or at the discretion of the traveller, before concluding a single agreement covering all the services; or

ii) those services, whether or not separate agreements are concluded with different travel service providers, are:

1. purchased from a single point of sale and chosen before the traveller agrees to pay;

2. offered, purchased or invoiced for a joint price or a total price;

3. recommended or purchased under the term "package travel" or a similar term;

4. combined after the conclusion of an agreement under which the trader allows the traveller to choose from a selection of different types of travel service; or

5. purchased from several traders via interconnected online booking procedures, where the name, payment details and email address of the traveller are provided by the trader with whom the first agreement is concluded to another trader or traders and an agreement is concluded with the latter no later than 24 hours after confirmation of the booking of the first travel service; unless one type of travel service is combined with one or more other tourist services that:

- do not constitute a significant part of the value of the combination, are not promoted as an essential characteristic of the combination or otherwise do not represent an essential characteristic of the combination;

- are selected and purchased only after performance of a travel service has commenced

**Linked Travel Arrangement (GRA):** at least two different types of travel service that are purchased for the same trip or holiday, which do not constitute a travel package and for which separate agreements are concluded with different travel service providers, where a trader:

facilitates the separate selection and payment by the traveller of each travel service during one visit to, or contact with, his own point of sale; or

ii) facilitates the purchase of at least one additional travel service from another trader in a targeted manner, provided that an agreement is concluded with the other trader at the latest within 24 hours of the confirmation of the booking of the first travel service;

unless one type of travel service and one or more other tourist services are purchased and the latter services do not constitute a significant part of the combined value of the services and are not advertised as an essential characteristic of the trip or holiday and otherwise do not represent an essential characteristic of the trip or holiday.

**Travel services:** service relating to:

i) passenger transport;

ii) accommodation which is not an essential part of the passenger transport and which is not intended for habitation;

iii) hiring of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (OJEU, L 263), or motorcycles for which a category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences (OJEU, L 403) is required;

iv) other tourist services which do not form an integral part of a travel service within the meaning of

parts (i), (ii) or (iii);

Package Travel Agreement: agreement covering the whole of the travel package or, if the travel package is provided under separate agreements, all agreements relating to travel services forming part of the travel package.

Bussum, November 2021

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