

## Terms and conditions

### **Article 1: preliminary provisions**

- 1) The following terms are defined as follows in these terms and conditions:
  - A. **Travel agent:** Blindfold Travel, enrolled with the chamber of commerce as Surprise Travel with registration number: 68968426
  - B. **Traveler:** a client (a natural person that is the booking party) or a party other than the client who enters in the contract and accepts it under the name of the client.
  - C. **Travel agreement:** the contract between the traveler and the travel agent, under which the travel agent makes a commitment to deliver the offered travel service.
  - D. **Travel sum:** the amount charged to the client by the travel agent to deliver the travel service.
  - E. Where in these terms and conditions the traveler is named 'he', also 'she' is meant.
- 2) These terms and conditions are applicable for all the travel agreements in line with the law that the traveler makes with the travel agent. There are several exceptions to this.
- 3) These terms and conditions, when explicitly mentioned in the offer, can be applicable on other travel services like accommodation, car rental, public transportation and activities on location.

### **Article 2: formation of the travel agreement and the content**

- 1) The travel agreement is formed by accepting the offer and its related terms and conditions of the travel agent by the traveler. After formation of the travel agreement, the traveler will receive a confirmation or invoice as soon as possible.
- 2) The traveler has the right to cancel the travel agreement within 24 hours after the formation of the travel agreement without costs and without reason of cancellation, unless this right is excluded by the statement 'definitive booking' in the offer. The traveler does not have the right of withdrawal if the booking is made within 8 weeks before departure.
- 3) The client that engages in the formation of the travel agreement in the name of other travelers is responsible for all the obligations that come forth from the travel agreement.
- 4) The publication wherein the travel agreement is made is part of the contract. Honest errors, mistakes or small changes do not bind the travel agent.
- 5) Alterations of the terms and conditions are only valid when they have been explicitly accepted and written down by the travel agent and are only valid for the related travel agreement.

- 6) Any alterations in the travel agreement are only valid when they have been written down and approved by both the travel agent and the traveler. The traveler can only refuse an alteration of the travel agreement when it results in a more than minor disadvantage for him.
- 7) When there is a change of content in the travel agreement, the travel agent will, if possible, give the traveler an alternative offer as soon as possible.
- 8) The travel agent can also change the travel agreement on a significant point as a result of serious circumstances. The travel agent will have to communicate this to the traveler as soon as possible. The traveler has the right to refuse this change.
- 9)
  - a) If the cause of the change can be attributed to the travel agent, the loss arising from this change will be borne by the travel agent.
  - b) If the cause of the change can be attributed to the traveler, the loss arising from this change will be borne by the traveler.
  - c) If the cause of the change can neither be attributed to the travel agent nor to the traveler, both parties will bear their own loss.
- 10) The travel agreement and the terms and conditions represent the full disclosure of the rights and the duties of the travel agent and the traveler.
- 11) If any of these terms and conditions for whatever reason are not valid, the remaining conditions remain valid. The condition that is not valid will be replaced by a condition that in terms of content comes closest to the non-valid condition.
- 12) These terms and conditions apply to all legal persons, to which the travel agent, in the broadest sense of the word, uses or used for entering into the travel agreement, performing the travel agreement or for exploiting the enterprise.
- 13) When there are differences between the terms and conditions and the content of the travel agreement, the travel agreement is leading.
- 14) If certain preferences of the traveler are confirmed, then the travel agent will try to take into account this preference, however a preference can never be guaranteed and does not bind the travel agent.

### **Article 3: information and duties of the travel agent**

- 1) Before creation of the travel agreement, the travel agent communicates when the travel sum has to be paid.
- 2) As a condition for creating the travel agreement, the travel agent can obligate the travelers to arrange their own travel insurance and is allowed to ask for a proof of this.
- 3) The travel agent bears no responsibility for general information in pictures, flyers, advertisements, websites and other information bearers if they are made or published by a third party.

- 4) If the offered travel is included in an (internet) publication of the travel agent, the information within it are part of the travel agreement unless otherwise stated.
- 5) At the latest, the travel agent will present all the information required by law to the traveler at the moment the travel agreement is created. The traveler himself is responsible to get additional information from the involved authorities in regard to passports, visa obligations and, in a timely fashion before departure, to research if the earlier given information has not been changed.
- 6) With air transport, the identity of the airline will become available when the traveler chooses to unveil the destination by opening the 'classified' envelope given by Blindfold Travel.
- 7) The travel agent is obliged to inform the traveler about a change in departure time.

#### **Article 4: information and duties of the traveler**

- 1) Before creation of the travel agreement, the traveler will give all required information about himself and all the involved travelers that are needed to create and/or to execute the travel agreement. Belonging to these are the phone numbers and email addresses of all involved travelers. When the traveler provides wrong information and this leads to additional costs, then the travel agent can bill these costs to the traveler.
- 2) The traveler will inform the travel agent about himself and all involved travelers about any particularities around mental and physical conditions that may influence the correct execution of the travel agreement.
- 3) In the case that the traveler fails to provide in his duty to provide information, the travel agent can choose to exclude the travelers of participation. Costs that are made will be borne by the traveler.
- 4) The traveler is responsible for valid travel documentation that are demanded by the travel agent. For example, a passport or ID card. In the case that a traveler (partly) cannot participate because of a missing document, all resulting costs will be borne by the traveler.
- 5) The traveler is allowed to ask for changes in the travel agreement due to medical or other situations. The travel agent is not obliged to make these changes, however, if the travel agent agrees to the changes, all resulting costs are borne by the traveler.

#### **Article 5: withdrawal by the travel agent**

- 1) The travel agent is allowed to cancel a travel when the minimum amount of travelers is not met.
- 2) The offer of the travel agent is voluntary and can be revoked, even after acceptance of the travel agreement by the traveler. The travel agent is allowed to withdraw from the travel agreement because of errors in the travel sum or other errors. This withdrawal has to be done as soon as possible and within 24 hours stating its reason(s). From the

moment of withdrawal, the traveler has the right for immediate restitution of the travel sum if it was already paid.

#### **Article 6: the travel sum**

1. The travel sum that is stated in the travel agreement is fixed and is only valid for the services mentioned in the travel agreement. Any other local costs are borne by the traveler.
2. The travel agent is allowed to raise or lower the travel sum until 20 days before departure if it concerns:
  1. A change in transport costs (including fuel costs) and/or
  2. Taxes and other charges and/or
  3. Costs of entrance, rental of materials and activities that are included in the travel sum and cannot be influenced by the travel agent.
3. The traveler may reject the increase in paragraph 2.
4. If there is a rejection on the basis of article 2 paragraph 8 and/or article 6 paragraph 2, the travel agent is allowed to cancel the travel agreement. When the traveler rejects a change because it's content is of a more than minor disadvantage to the traveler, he can cancel the travel agreement. In these cases, the traveler has the right of a refund of the travel sum or a proportional part of it, depending on the context whether part of the trip has been consumed.

#### **Article 7: rights of the traveler**

1. Substitution:
  1. The traveler can request that the travel agent replaces him with another person. This is subject to the following terms and conditions:
    1. The other person complies to all the terms and conditions to which the travel agreement is subject and
    2. The traveler will request this as soon as possible, but no later than 7 days before departure so that the travel agent can carry out all the necessary actions and formalities.
    3. The terms and conditions of the service providers in the fulfilment do not preclude such substitution.
  2. In the event that the request cannot be granted, the travel agent will notify the traveler giving reasons.
  3. The booking party, the traveler and the other person that is substituting for the traveler are jointly responsible for the payment of the travel sum, amendment fee and the additional costs for the substitution.
2. Travel documents
  1. The travel agent indicates in which way and when the traveler will receive the travel documents at the confirmation of the travel agreement.

2. If the traveler did not receive the travel documents in the time indicated by the travel agent in the confirmation of the travel agreement and at the latest 2 days before departure, the traveler will notify the travel agent of this.

#### **Article 8: help and assistance**

1. Depending on the situation, the travel agent is obliged to give help and assistance to the traveler if the travel does not go as could have been reasonably expected from the travel agreement. The arising costs are borne by the travel agent if the limitation of the execution of the travel agreement can be attributed to the travel agent.
2. If the cause of the limitation can be attributed to the traveler, the travel agent is only obliged to give help and assistance in the fashion that could reasonably be expected. The arising costs are borne by the traveler.
3. If the cause of the limitation can neither be attributed to the traveler nor the travel agent, both parties will bear their own costs.
4. As an example, arising costs can consist of the input of extra manpower and for the traveler it can consist of accommodation and repatriation costs.

#### **Article 9: liability of the travel agent**

1. The liability for loss suffered by the traveler is limited to three times the travel sum unless the travel agent itself is performing the service and/or in the event of intent or deliberate recklessness on the part of the travel agent. The travel agent cannot exclude or limit his/her liability for loss arising from the death of or injury to the traveler.
2. When the travel agent is responsible for a loss of travel enjoyment caused by a failure in the performance of an obligation, the travel agent is liable to reimburse this loss of enjoyment. The maximum of this reimbursement is one time the travel sum.
3. In the situation that a service within the travel agreement is subject to a Convention or an EU regulation, the travel agent can invoke an exclusion or limitation of responsibility which is granted under said Convention or EU regulation.
4. The travel agent is not liable if the traveler can recover and/or could have recovered his loss under an insurance policy like a travel insurance policy or a cancellation insurance policy. The travel agent is also not liable if the loss is caused by the usual risk of the activity.

#### **Article 10: liability of the traveler**

1. When a loss to the travel agent, his personnel, or its representatives can be attributed to the traveler, or when there is a loss because the traveler does not comply with duties that come from the travel agreement, the losses will be borne by the traveler. The error of the traveler will be judged according to normal behavior of a traveler.

2. The traveler that causes a hinder that is of such sorts that it causes disturbances or is able to cause disturbances that impede a proper execution of the travel, can be excluded from the (remaining of the) travel by the travel agent if the travel agent cannot reasonably be expected to comply with the travel agreement. All arising costs from this are borne by the traveler.
3. The traveler is liable to prevent and/or to minimize any loss.

#### **Article 11: termination by the traveler**

1. The traveler has the right to terminate the travel agreement. When the traveler does so, the traveler will be liable to reimburse the arising loss to the travel agent that occurs because of this termination. The traveler is liable to maximum one time the travel sum.
2. The loss can be calculated with fixed percentages of the travel sum, depending on the time of termination. The travel agent then has to make these percentages known to the traveler prior to entering into the travel agreement.
3. The abovementioned loss will be borne by the traveler, unless the traveler can prove that the losses are lower than indicated by the travel agent. In that case, the lower losses will be charged to the traveler by the travel agent. The term loss refers to loss suffered and loss of profits.

#### **Article 12: complete or partial non-execution of the travel**

1. If during a travel it turns out that an important part of the service mentioned in the travel agreement cannot be executed, the travel agent will take appropriate measures to give the traveler alternatives that are fitting and free of charge with the purpose of continuation of the travel.
2. If the traveler refrains from further participation or deviates from the travel schedule, then the consequences of his actions are for his own accountability. In this case the travel agent is not liable for restitution of a part of the travel sum from the travel agreement.

#### **Article 13: Complaints**

During the travel:

1. Complaints about the performance of the travel agreement must be notified as soon as possible, on site and on an appropriate and evidential manner, so that a solution can be sought. The traveler must report to the following parties in the following order:
  1. the appropriate service provider;
  2. the holiday representative or, if he/she is not present or available;
  3. the travel organizer.

2. If the shortcoming of the performance is not relieved and it damages the quality of the travel, the issue must be presented to the travel agent as quickly as possible.
3. When the complaint is not solved on site, the travel agent has to provide the traveler the possibility to register the complaint.
4. The travel agent must take care of information on procedures, the contact data and the reachability of the concerned parties.
5. In the case that the traveler did not hold to the obligation to report the complaint in the proper way, thereby not giving the chance to the travel agent to solve the shortcoming, the right of compensation can be (partly) cancelled.

After the travel:

1. If a complaint is not solved in an appropriate fashion or if the traveler was not able to form a complaint on site, then the traveler has to submit a complaint in writing to the travel agent by registered post within 2 weeks after the end of the travel agreement.
2. If the traveler does not submit the complaint in time, the travel agent will not take the complaint into account, unless the traveler has no reasonable blame in it.
3. The travel agent will give a contentual response to the traveler within one month after receiving the complaint.

#### **Article 14: applicable legislation**

1. The Dutch law is applicable on all travel agreements between the travel agent and the traveler. Unless otherwise stated by mandatory law, disputes that come forth from a travel agreement will be presented to the Dutch court.