

# Worktravels B.V. Travel Conditions for Package Tours

## Article 1: Introduction

1.1 These travel conditions apply to package travel agreements that Worktravels B.V. concludes with you as a traveler.

1.2 Worktravels B.V. may also apply these travel conditions to individual travel services, such as accommodation, car rental, shuttle trips by bus. Worktravels B.V. will then explicitly state this in the offer.

1.3 As a traveler, you have the right to cancel the travel agreement without reason within 24 hours of its formation, unless Worktravels B.V. has excluded this right in the offer and confirmation by using the term: final booking. In this context, 'traveler' refers exclusively to the main booker/applicant. You do not have a right of withdrawal if you conclude the package travel agreement within 8 weeks before departure, nor for so-called 'cruise travels'.

1.4 Business days: Monday to Friday from 09:00 to 17:30 and Saturday from 10:00 to 16:00, excluding public holidays recognized in the Netherlands, unless the trader explicitly states otherwise.

Weekend: the time between Friday 17:30 and Sunday midnight.

## Article 2: Information from the Travel Organizer

2.1 Worktravels B.V. or, on their behalf, the reseller has provided you with the legally required standard information and the main characteristics of the travel services before concluding this agreement.

2.2 Worktravels B.V. may require that you take out travel insurance as a condition for concluding the package travel agreement and may ask you to prove that you have done so.

2.3 Worktravels B.V. is not responsible for general information in photos, brochures, advertisements, websites, and other information carriers if they are prepared or issued by third parties.

2.4 If Worktravels B.V.'s offer is online, then the data mentioned therein are part of the agreement, unless otherwise stated in the offer. An organizer's online offer can change quickly. If you want to prove later what exactly the offer entailed, make a print of the screen (print screen) showing Worktravels B.V.'s offer at the time of booking.

2.5 You remain responsible for obtaining additional information from the relevant authorities about passports, visa obligations, health formalities (including vaccinations), and you must also check before departure whether the previously obtained information has not changed.

2.6 For air transport, the trader will disclose the identity of the operating airline as soon as it is known to Worktravels B.V.. The final departure and arrival times of the travel components are listed in the travel documents at the latest.

### **Article 3: Information to be Provided by You**

3.1 You provide all data about yourself and the travelers you have registered that may be important for concluding or executing the agreement in a timely manner before concluding the agreement. This includes at least your mobile phone number(s) and email address(es).

3.2 You mention particulars about your own physical and mental condition, and that of the group of travelers you have registered, which can be important for the proper execution of the trip.

3.3 If you fail in your duty to provide information, this may result in Worktravels B.V. or someone on their behalf excluding you and your possible fellow traveler(s) from (further) participation in the trip. In that case, Worktravels B.V. will charge you for all associated costs.

3.4 You can request Worktravels B.V. to modify the travel offer for medical or other reasons. If there are costs associated with this, Worktravels B.V. will make them known to you. Worktravels B.V. is not obliged to comply with such a request. If he does, you are obliged to reimburse the costs associated with the change.

### **Article 4: Confirmation/Revocation by Worktravels B.V.**

4.1 If you accept Worktravels B.V.'s offer, including the applicable conditions and receipt of the legally required information, the agreement is concluded. At or immediately after the conclusion of the agreement, you will receive a confirmation and/or an invoice.

4.2 For package travel agreements concluded by telephone, you are bound to the agreement only after Worktravels B.V. has confirmed the trip. This confirmation preferably takes place in writing (including by email). If you make a (down) payment, it is in any case proof that you have accepted Worktravels B.V.'s offer.

4.3 Worktravels B.V. can cancel the travel agreement within the period stated in the offer if the number of registrations is less than the required minimum number of participants made known prior to booking. Worktravels B.V. will inform you of this no later than:

- 20 days before departure for trips of more than six (6) days;
- 7 days before departure for trips of two (2) to six (6) days;

48 hours before departure for trips of less than two (2) days.

If you have already made (down) payments, Worktravels B.V. will refund them within the period of Art. 4.5.

4.4 Worktravels B.V.'s offer is without obligation. He may revoke the offer, even after your acceptance of the offer and any confirmation thereof by him, if necessary. Worktravels B.V. must do the revocation as soon as possible, but in any case within 24 hours (trips to Europe and the Mediterranean countries), respectively within 48 hours (trips to other destinations) after the day of acceptance, stating reasons. If you accept the offer over the weekend, the period for revocation by Worktravels B.V. starts on Sunday midnight, unless it is followed by a generally recognized public holiday in which case the period starts at midnight of the last holiday.

- 4.5 In all cases where you are entitled to a refund of payments already made by you, Worktravels B.V. will do so immediately, but in any case within 14 days after the right to a refund has arisen.

4.6 Evident errors and/or mistakes do not bind the travel organizer. Such errors and mistakes are – from the perspective of the average traveler – immediately apparent as such or should be.

4.7 If Worktravels B.V. within the limits of Art. 5.4 increases the travel sum by more than 8%, you have the right to reject this increase and have the right to cancel the travel agreement free of charge. Articles 5.2 and 5.3 are then also applicable.

4.8 Deviating from Art. 5.4, Worktravels B.V. no longer changes the travel sum from the date on which the full travel sum must be paid according to Worktravels B.V.'s conditions and you have actually paid the travel sum.

## Article 5: Changes by Worktravels B.V.

5.1 Worktravels B.V. has the right to change the travel agreement if it concerns insignificant changes and if he has informed you of this in a clear, understandable, and conspicuous manner in time. You cannot reject this change.

5.2 If Worktravels B.V. is forced to change the trip at an essential point before the start of the trip, he will inform you of this in a clear and understandable manner and ask you whether you want to accept the proposed changes or cancel the travel agreement free of charge. If the changes mean that the quality or costs of the package trip decrease, Worktravels B.V. simultaneously makes a suitable proposal to lower the travel sum. Significant changes are understood to mean changes in the main characteristics of the travel services as referred to in Art. 2.1.

5.3 For trips that start 14 days or later after notification of the change as referred to in the previous paragraph, you inform Worktravels B.V. no later than 48 hours after receiving the notification of what you have decided. For trips that start within 14 days after notification, you inform Worktravels B.V. immediately and in any case within 24 hours of your decision. If you do not inform your decision within the set period, it is considered that you have accepted the changes.

5.4 Worktravels B.V. has the right to increase the price of the trip up to 20 days before departure by a maximum of 8%, but only if this is due to:

- Increase in the cost price of fuel or;
- Increase in the cost price of other energy sources or;
- Increase in taxes or;

Increase in fees over the travel services included in the agreement, levied by third parties not directly involved in the execution, including tourist taxes, landing rights, and departure or arrival tax in ports and/or at airports.

Worktravels B.V. may include in his additional conditions that he reserves this right to price increase also for an increase in exchange rates that are important for the package trip.

- You have the right to a price reduction minus the actual administrative costs if for the same reasons the costs as described in this article decrease.

5.5 If Worktravels B.V. increases the travel sum by more than 8% within the limits of Art. 5.4, you have the right to reject this increase and have the right to cancel the travel agreement free of charge. Articles 5.2 and 5.3 are then also applicable.

5.6 Deviating from Art. 5.4, Worktravels B.V. no longer changes the travel sum from the date on which the full travel sum must be paid according to Worktravels B.V.'s conditions and you have actually paid the travel sum.

5.7 If you do not accept the changes and Worktravels B.V. cannot offer you an alternative trip or if you do not accept it, Worktravels B.V. will refund all amounts paid by you immediately and in any case within 14 days after termination. If you do accept the offered alternative, you are entitled to an appropriate price reduction if applicable.

## Article 6: Assistance and Support

### Article 6.1

The organizer provides assistance and support if you encounter difficulties. This also applies to unavoidable and extraordinary circumstances that disrupt the expected progress of the trip as reasonably anticipated under the contract. This assistance includes adequate information about medical services, local authorities, consular assistance, and help with communication and finding alternatives. The party responsible for the circumstances causing the need for assistance and support bears the costs.

### Article 6.2

If these difficulties are due to your intentional or negligent actions, you also bear the costs incurred by the organizer. These costs shall not exceed the actual costs made by the organizer and any third parties involved.

### Article 6.3

If transport is part of the trip and cannot be provided on the agreed date due to force majeure, you are entitled to a maximum of three (3) free nights' accommodation in an equivalent accommodation if possible. This 3-night limitation does not apply to people with disabilities and their companions, pregnant women, unaccompanied

minors, and persons requiring specific medical assistance, provided they have informed the organizer of these circumstances at least 48 hours before the start of the trip.

## **Article 7: Performance of the Agreement and Organizer's Liability**

### **Article 7.1**

The organizer ensures the execution of the travel agreement according to the reasonable expectations based on the agreement. If a specific part cannot be executed as agreed and you have informed the organizer promptly, the organizer will still try to execute the agreement according to the arrangements, unless this is impossible or involves such high costs that you cannot reasonably expect this from the organizer.

### **Article 7.2**

If a significant part of the services cannot be provided, the organizer will offer suitable alternatives of at least equivalent quality at no extra charge. If the execution of the travel agreement does not meet your reasonable expectations during this period, or if the offered alternatives are of lesser quality, the organizer offers an appropriate price reduction.

### **Article 7.3**

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

## Article 7.4

In assessing the offered alternative and/or the proposed price reduction, objective standards evident from the alternative offer are considered, including:

- The location of the accommodation at the destination;
- The nature and class of the accommodation;

The facilities provided by the accommodation.

- This assessment will also consider:
- The composition of the travel group;
- The known and confirmed characteristics of the traveler(s) by the organizer, including the personal circumstances reported by the traveler(s) and accepted and recorded by the organizer.

## Article 7.5

You may rectify a deficiency yourself and are entitled to reimbursement of the necessary expenses made in this context if:

a. You have timely notified the organizer that the trip is not being executed according to the reasonable expectations and the organizer does not rectify this deficiency within a reasonable period set by you, or if the organizer indicates that he cannot rectify the deficiency;

b. The deficiency needs to be rectified immediately.

## Article 7.6

If the deficiency significantly affects the execution of the trip and the organizer does not rectify it within a reasonable period, you can terminate the contract without charge. You are entitled to compensation and/or a price reduction, without prejudice to your right to, if transport is included in the trip, free repatriation with equivalent transport.

## Article 7.7

The organizer's liability for damage you suffer is limited to three times the travel sum, unless there is intentional or negligent conduct by the organizer. The organizer cannot exclude or limit liability for damage consisting of personal injury to the traveler.

## Article 7.8

The organizer is not liable for failure to fulfill an obligation if it is attributable to you, a consequence of unavoidable and extraordinary circumstances, or attributable to a third party not involved in the provision of the travel services.

## Article 7.9

If a treaty or an EU Regulation applicable to a service included in the travel agreement applies, the organizer may invoke an exclusion or limitation of liability granted or permitted to a service provider as such by that treaty or Regulation. In case of cumulative compensation or price reduction as referred to in this article, the organizer may offset the compensations against each other.

## Article 8: Your Rights



## Article 8.1: Substitution

### Article 8.1.1

You can ask the organizer to be replaced by another person. The following conditions apply:

- The other person meets all conditions applicable to the contract; and
- You submit the request no later than 7 calendar days before departure in a way previously communicated by the organizer, or in time for the organizer to carry out the necessary actions and formalities; and

The conditions of the service providers involved do not oppose this substitution.

### Article 8.1.2

The registrant, you, and the person replacing you are jointly and severally liable to the organizer for the payment of the remaining part of the travel sum, the modification costs, surcharges, and other costs resulting from the substitution.

### Article 8.1.3

On your request, the organizer makes these costs transparent and provides you with documents showing these costs, if requested.

## Article 8.2: Travel Documents

### Article 8.2.1

The organizer indicates in the confirmation at what time and how the travel documents will be made available to you.

## Article 8.2.2

If you have not received travel documents by the time communicated by the organizer, but no later than 5 working days before departure, you must immediately notify the organizer or the reseller.

## Article 8.3: Guarantee in Case of Financial Insolvency

### Article 8.3.1

If the organizer is financially unable to fulfill its obligations, care will be taken for the execution of a trip by another, or for the refund of the travel sum, or if the trip has already been partly enjoyed, a proportional part thereof.

### Article 8.3.2

If the package travel includes personal transport, this guarantee also covers your repatriation. The guarantee covers at least the reasonably foreseeable costs, including the financing of accommodation pending possible repatriation and the travel sum already paid in full or in part, in accordance with the guarantee conditions of the relevant guarantee fund.

### Article 8.3.3

- The organizer provides this guarantee by joining SGR or another guarantee fund approved by ANVR. The organizer announces before concluding the travel agreement how and under what conditions he has arranged for this guarantee.

## Article 9: If you want to cancel

The following fixed percentages (based on the time of cancellation, the expected cost savings, and the income that the organizer obtains from reselling the canceled trip) apply, in addition to any reservation costs due:

- Cancellation up to the 42nd calendar day (excluding) before the departure day: the deposit but not more than 35% of the travel sum;
- Cancellation from the 42nd calendar day (inclusive) to the 28th calendar day (excluding) before the departure day: 35% of the travel sum;
- Cancellation from the 28th calendar day (inclusive) to the 21st calendar day (excluding) before the departure day: 40% of the travel sum;
- Cancellation from the 21st calendar day (inclusive) to the 14th calendar day (excluding) before the departure day: 50% of the travel sum;
- Cancellation from the 14th calendar day (inclusive) to the 5th calendar day (excluding) before the departure day: 75% of the travel sum;
- Cancellation from the 5th calendar day (inclusive) until the departure day: 90% of the travel sum;
- Cancellation on the departure day or later: the full travel sum.

If you cancel the travel agreement, you must pay these cancellation costs. If no fixed cancellation costs have been agreed upon, the organizer will provide an accounting of the cancellation costs charged upon the traveler's request.

## Article 10: Payment

Before concluding the travel agreement, the organizer will inform you when the travel sum must be (fully) paid. The organizer may require a deposit. He will announce the amount of the deposit before or at the conclusion of the travel agreement. If you have not met your financial obligations to the organizer at the specified time, you are in default by operation of law.

If you are in default, the organizer or someone on his behalf will summon you to pay, setting a period of 14 days to meet your obligations. It is pointed out that if you do not pay even then, the agreement is considered to be canceled on this date. The organizer will offset any payments made against the cancellation fees. If the departure date is within these 14 days, then you must pay the full travel sum at least 24 hours before the departure date.

If you have not paid on time, you owe the statutory interest on the amount due from the date of default. After a summons, you must also pay the extrajudicial collection costs of member 4 of this article.

The extrajudicial costs amount to a maximum of 15% on a travel sum up to €2500; 10% on the next €2500; 5% over the next €5000, and 1% over the

excess, with a minimum of €40. The travel organizer may deviate from the aforementioned amounts and percentages in your favor.

## Article 11: Your further obligations

You are obliged to comply with all instructions given by or on behalf of the organizer and are liable for damage caused by your behavior, to be judged by the standard of the behavior of a correct traveler.

If you cause such a nuisance or trouble that a proper execution of the travel agreement is thereby impeded or can be impeded, the organizer can exclude you from (continuation of) the trip if it is unreasonable to expect the organizer to further comply with the agreement. The resulting costs are for your account.

You are obliged to avoid and limit any damage on your part as much as possible.

You must ascertain the exact time of departure for the return journey at least 24 hours before the indicated time of departure.

## Article 12: Complaints (procedure)

During the trip

- Notwithstanding Article 7, you must report any complaints about the execution of the agreement on-site as soon as possible so that a solution can be sought. For this, you must report – in this order – to:
  - The relevant service provider;
  - The tour guide, or if they are not present or reachable;
  - The organizer.
- If the shortcoming is not resolved and affects the quality of the trip, you must report this to the organizer in the Netherlands immediately, i.e., without any attributable delay.
- If a shortcoming is not satisfactorily resolved on-site, the organizer ensures the possibility to register it as a complaint (complaint reporting).
- The organizer provides information about the procedure to be followed on-site, the contact details, and the accessibility of those involved.
- If you do not fulfill the obligation to report and/or do not carry out the registration of the complaint in the manner indicated by the organizer, and the service provider or the organizer is therefore not given the opportunity to remedy the shortcoming, your possible right to compensation may be (partially) forfeited.

After the trip

- If your complaint is not resolved to your satisfaction, you must submit it as soon as possible, but no later than two months after the end of the trip (or the service enjoyed) or after the original departure date if the trip did not take place, in the prescribed manner. If a copy of the complaint report is available, include it.
- If the complaint concerns the conclusion of an agreement, you must submit it as soon as possible, but no later than two months after you become aware of the facts to which the complaint relates, to the booking office.
- If you do not submit the complaint in time, the organizer may decide not to process it unless you cannot reasonably be blamed.
- The organizer will provide you with a substantive response no later than one month after receiving the complaint.

## Article 13: Disputes

If your complaint is not resolved to your satisfaction, or if you are not provided with satisfaction, you may, if you wish, submit the dispute to the Travel Disputes Committee, Postbus 90600, 2509 LP in The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) no later than twenty-four (24) months after the date of your complaint submission to the organizer. The Committee handles complaints from natural persons only.

The Disputes Committee issues a ruling under the conditions set out in the relevant regulations. The decision of the Disputes Committee is in the form of binding advice on the parties. You are required to pay a fee for the handling of a dispute.

All rights to claim expire two years after the end of the trip or, if the trip did not take place, two years after the original departure date.

If you do not wish to use the binding advice procedure mentioned in the previous paragraph, you have the right to submit the matter to the competent court.

Dutch law applies to agreements concluded, modified, or supplemented on the basis of these travel conditions unless mandatory rules dictate otherwise. Only a Dutch court is competent to hear these disputes unless mandatory rules designate another court as competent.