

---

## Article 1 - Definitions.

**Organizer:** The trader who puts together the Trip and offers it - whether or not through a reseller. Likewise, the trader offering the Trip if it consists of only one Travel Service and the Terms and Conditions have been declared applicable to it shall be considered an Organizer.

**Traveler:** any person who wishes to enter into an agreement with the Organizer regarding a Trip and any person who has the right to travel under the Agreement;

**Travel service:** passenger transportation, rental of a motor vehicle or motorcycle, accommodation or other tourist service, insofar as these services fall within the definition of Article 7:500 sub a of the Dutch Civil Code.

**Travel Service Provider:** the service provider that performs any part of the Trip, such as auxiliary persons (accommodation providers/carriers/external guides/etc.) of the Organizer.

**Agreement:** the agreement including these Conditions whereby the Organizer undertakes to the Traveler to provide the Trip.

**Written:** in writing or electronically including by e-mail.

**Conditions:** these general terms and conditions.

**Package tour:** a package tour within the meaning of the law.

**Trip:** a Package Trip or if the Conditions are declared applicable thereto a Single Trip Service.

**Working days:** Monday through Friday, excluding holidays recognized in the Netherlands, within working hours (9am-17pm Dutch time).

---

## Article 2 - Applicability of conditions

### 2.1 **Package tours**

These Terms and Conditions apply to all Package Tours offered by or agreed with the Organizer and form an inseparable part thereof.

### 2.2 **Linked travel arrangements**

These Terms and Conditions may also be declared applicable to Travel Services that are part of a linked travel package. Travel Services not agreed with the organizer are subject to the terms and conditions of the supplier of that Travel Service.



### **2.3 Travel Services**

These conditions may also be declared applicable to stand-alone Travel Services that do not constitute a package holiday or linked travel arrangement. Title 7a of Book 7 of the Civil Code containing rules on package travel agreements and linked travel arrangements shall not apply in this case. These Travel Services are not protected in the event of insolvency of the

Organizer, unless the offer expressly states which party provides coverage in the event of Organizer's insolvency.

### **2.4 Differing and additional conditions**

Differing and additional terms must be agreed upon in writing. Differing provisions in the individual agreement shall take precedence over these terms and conditions.

## **THE BOOKING**

---

### **Article 3 - Formation of Agreement**

#### **3.1 Content offerings**

The Trip offered includes the services and facilities expressly described in the Organizer's offers and publications. The content of the offer is determined solely by the information provided by or on behalf of the Organizer. Information in publications of Travel Service Providers are not part of the offer, regardless of whether a link to it is included in the Organizer's offer. The travel duration stated is in whole days, with the day of departure and arrival counted as whole days.

#### **3.2 Free offer**

All quotations and offers by the Organizer are non-binding and after acceptance in all cases may be revoked by the Organizer without giving reasons until 5 p.m. of the next Working Day. This also applies if the traveler has received an automatic confirmation of receipt of the booking.

#### **3.3 Formation of agreement**

The Agreement is established by the Traveler's acceptance of the Organizer's offer.

#### **3.4 Obvious errors**

Obvious errors in the offer do not bind the Organizer. This concerns the offer of a price, the content of the service offered or other information of which the Traveler, given all the circumstances, could not reasonably assume that the Organizer intended to state. If there is reason to doubt the accuracy of the price or information, the Traveler should make inquiries.



**3.5 Special wishes**

If the Traveler makes certain preferences known before or upon entering into the Agreement, rights may be derived therefrom only insofar as these preferences have been accepted as a special wish through a written commitment by the Organizer to the Traveler that the preference will be honored. The mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose.

**3.6 Special requirements**

If the Traveler notifies the Organizer of requirements relating to medical condition or because of other weighty interests as a 'requirement' at the latest when entering into the Agreement, this shall be regarded as a suspensive condition for entering into the Agreement. The Organizer must reject or confirm the 'requirement' within a reasonable period and ensure that it is met. A period of 7 days is considered reasonable in any case. If the Organizer rejects the requirement, then no Agreement is concluded. If the Organizer confirms the 'requirement' then by sending confirmation the Agreement is established. If there are additional costs associated with the requirements and these are known, the Organizer will make the Traveler a new offer.

**3.7 Confirmation receipt of booking**

If acceptance by the Traveler is made by electronic means, the Organizer shall acknowledge receipt of the acceptance sent by the Traveler.

**3.8 Confirmation of booking**

Immediately after booking the trip, the Organizer will send a booking confirmation whether or not together with a (down payment) invoice.

**3.9 Revocation by traveler**

A booking of the Trip is final. The Traveler has no right to revoke the Agreement.

**3.10 Minors**

The Traveler booking the trip must be of age. If a minor (<18 years of age) is traveling without the persons who have authority over the minor, these persons must send a signed consent statement within 7 days of booking. In this case, contrary to paragraph 3 [Establishment of Agreement] of this article, the Agreement will only be definitively established upon receipt of this declaration by the Organizer.

**3.11 Books for other Travelers & Communications**

The Traveler who enters into an Agreement on behalf or for the benefit of one or more other Travelers shall be jointly and severally liable for all obligations arising therefrom. The other Travelers are each liable for their own share. The confirmation, invoice, travel documents and all other communications will be sent only to the Traveler making the booking. The Traveler who books the Trip on behalf of or for the benefit of others is obliged - with that person's consent - to disclose relevant personal circumstances of those other Travelers that may affect the performance of the Agreement at the time of registration. The Traveler who books the Trip on behalf of or for the benefit of others is obliged to provide those other Travelers with these Terms and Conditions and other relevant communications.



## INFORMATION

---

### Article 4 - Information by the Organizer

#### **4.1 Travel**

Prices listed are per person unless specifically stated otherwise.

#### **4.2 Information before booking**

Before concluding the Agreement, the Organizer shall provide the completed Standard Information Form (Annex to the Directive (EU) 2015/2302) and the other legally required information as stated in Article 7:502 of the Dutch Civil Code.

#### **4.3 Information provided by the Organizer at the time of booking or promptly thereafter**

At the conclusion of the Agreement or immediately thereafter, the Organizer will provide the Traveler with the Agreement including the accepted special wishes of the Traveler and information tailored to the Dutch nationality about the necessary travel documents (passports, visas, etc.) and any health formalities and the other legally required information.

#### **4.4 Information by the Organizer for the Trip**

In good time before the commencement of the Trip and at the latest when the travel documents are issued, the Traveler will receive comprehensive information about the booked Trip including information about the scheduled departure times, the latest time to check in, the scheduled stopovers and arrivals and, if applicable, the name of the airline operating the air transportation.

#### **4.5 Travel documents**

Throughout the Trip, the Traveler must have the travel documents necessary for the Trip, such as a passport, visa, vaccination certificates, etc. Given the great importance of these, the Traveler must check the general information provided by the Organizer in this regard with the relevant authorities and institutions for applicability, completeness and timeliness. Before booking the trip, the Traveler must verify whether there is sufficient time to obtain the necessary travel documents in connection with the possible long processing time of an application for travel documents and in particular any required visa.

If the Traveler cannot make the Trip or cannot make it in full due to the absence of valid, complete and correct travel documents, the resulting costs shall be borne entirely by the Traveler.

#### **4.6 Travel documents**

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveler in good time and no later than 7 days before departure unless the invoice has not yet been paid in full. If the Traveler has not received the travel documents 5 days before departure, he must notify the Organizer without delay. Definitive departure and arrival times will be stated in the travel documents.



**4.7 Insurance information**

The Organizer will provide the Traveler with information about the possibility of taking out cancellation insurance and travel insurance before the Agreement is concluded. The Organizer may require such insurance provided the Traveler has been informed of this in Writing prior to the conclusion of the Agreement.

---

**Article 5 - Information by the Traveler**

**5.1 Relevant information from the Traveler(s).**

Before or at the conclusion of the Agreement, the Traveler making the booking shall provide all information relevant to the Trip of himself or herself and the other Travelers notified by him or her. In particular, this includes information about the Travelers or the composition of the group if this could potentially affect the health or safety of the Traveler or others during the Trip. If the information provided is incorrect or incomplete, this may lead to result in the Passenger being excluded from participation by the Organizer or the Travel Service Providers. In that case, the Traveler shall owe the cancellation fee in accordance with Article 9 paragraph 2 [cancellation fee]. Other resulting costs shall also be borne by the Traveler.

**5.2 Reduced mobility, pregnant women, unaccompanied minors and illness**

Travelers with reduced mobility and their companions, pregnant women, unaccompanied minors and Travelers with an illness that may affect the Trip must report this to the Organizer at the time of entering into the Agreement or in any case as soon as possible after the Traveler becomes aware of it in connection with possible consequences for the Trip and, in particular, air transport. These Travelers should verify with the carrier themselves whether a medical certificate is required to travel.



## **BEFORE THE TRAVEL**

---

### **Article 6 - Payment**

#### **6.1 Deposit**

After conclusion of the Agreement, 20% of the sum must be paid within 14 days of receipt of the deposit invoice, with a minimum of €50 per Traveler.

The balance of the holiday price must be paid no later than 6 weeks prior to the start date of the Trip. If the agreement is concluded within 6 weeks of the trip starting date, the full travel sum must be paid immediately and in any case before the trip starts.

#### **6.3 Default and interest**

If the Passenger fails to pay within the period mentioned above or specified on the invoice, the Passenger shall be in default without further notice of default being required and shall owe statutory interest on the outstanding amount from then on.

#### **6.4 Collection costs**

The Passenger shall be obliged to pay the extrajudicial collection costs if the Passenger has been unsuccessfully demanded to pay within a period of fourteen days, commencing the day after the demand was received, stating the consequences of non-payment, including the exact collection costs claimed. The extrajudicial collection costs are 15% of the amount claimed up to €2500, 10% over the next €2500, 5% over the next €5000 and 1% over the remainder, with a minimum of €40.

#### **6.5 Further consequences of failure to pay**

If the Traveler is in default, the Organizer may delay sending the travel documents suspend without further notice until full payment is received. If payment is not made even after reminder or if payment is not made before the start of the trip, the Organizer is entitled to exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Passenger from participation, the Organizer may cancel the Agreement and charge the Passenger the cancellation fee payable for this. The provisions of this paragraph are without prejudice to other rights of the Organizer.

---

## Article 7 - Indemnification

### **7.1 Terms and notification**

A Traveler may transfer the Trip to another person who meets all the conditions attached to the Trip. The Traveler shall request the Organizer at the latest 7 days before the commencement of the Trip, at least observing a reasonable period within which the necessary actions can be carried out, to substitute the person. Transfer is possible only insofar as the conditions of the Travel Service Provider concerned permit. If airline tickets are part of the Trip, transfer of the airline tickets is generally not possible. Transfer of the entire trip is then generally only possible if - at the Traveller's expense - a new airline ticket is booked.

### **7.2 Joint and several liability and additional costs**

The Traveler and the person taking over the Trip are jointly and severally liable for payment of the amount still due and for any additional fees, surcharges and other costs resulting from the substitution, including change fees.

---

## Article 8 - Modification by the Traveler.

### 8.1 Change

The Traveler who has booked the Trip may request the Organizer In Writing to change the Agreement. The Organizer is not obliged to do so. The Organizer will inform the Traveler of the new travel price. If the Traveler agrees to the cost of the change, the new travel sum and change costs are due. If the new travel price is less than the original travel price, the difference will be offset against the change fee due.

### 8.2 Adjustment of departure date or number of travelers

A request to change the departure date does not constitute a change, but a cancellation. Reduction in the number of paying passengers does not constitute a change, but a partial cancellation. This is subject to the cancellation policy of Article 9 paragraph 2.



---

## Article 9 - Cancellation by the Traveler.

### **9.1 Cancellation**

The Traveler may cancel the Agreement at any time prior to the commencement of the Trip. Cancellation must be made In Writing. The date on which the Written notice of cancellation is received by the Organizer shall count as the time of cancellation. If received after 5 p.m. or outside of Business Days, the next Business Day is considered the date of receipt.

### **9.2 Cancellation fee**

If no flight is included, the Passenger shall owe the following amounts:

- a. up to and including 56 days before the day of departure: 20% of the travel sum;
- b. from 55 days up to and including 22 days before the day of departure: 50% of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: 75% of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.

In the event of a reduction in the number of persons within a booking where not all agreed services can be reduced proportionately, the cancellation charges payable shall be the travel price less actual cost savings. If applicable, income from actual alternative use of the released capacity will be deducted from the cancellation fee.

---

## Article 10 - Price Change

### **10.1 Price Change**

The Organizer reserves the right, with respect to Agreements already entered into up to 20 days before the day of departure, to increase the travel price due to price changes in costs of fuel or other energy sources and/or taxes or fees of third parties not directly involved in the implementation of the Trip. The Organizer may reserve in the Agreement the right, with respect to Agreements already entered into up to 20 days prior to the day of departure, to increase the travel price due to changes in applicable exchange rates. The price revision method must be known prior to booking and is part of the Agreement.

### **10.2 Termination by Traveler**

If the increase exceeds 8% of the travel price, the Traveler shall be entitled to terminate the Agreement. In that case, the Traveler is entitled to an immediate refund of the amounts paid. The Organizer shall set the Passenger a reasonable period within which the Passenger must have made known in writing whether or not he is terminating the Agreement. If the Agreement is not terminated within the specified period, the price increase is deemed to have been accepted and the right to terminate lapses.





### **10.3 Price reduction**

If the right to a price increase is stipulated, the Traveler shall be entitled, where applicable, to request a price reduction in accordance with the price revision method. From the amount to which the Traveler is entitled on the basis of the possible price reduction, an administration fee of 30 Euros will be deducted.

---

## Article 11 - Modification by Organizer.

### **11.1 Changes**

The Organizer shall be entitled to unilaterally amend the Agreement prior to the commencement of the Trip as far as non-intrusive changes are concerned. The Traveler will be informed of this In Writing and in a clear manner.

### **11.2 Drastic changes**

If necessary, the Organizer may substantially change the main features of the Agreement prior to the commencement of the Trip. This includes offering an alternative Trip which, if reasonably possible, is of at least equal quality. In that case, the Traveler may accept the change or terminate the Agreement without payment of cancellation fees.

### **11.3 Change in an agreed special wish**

If the Organizer cannot or cannot with reasonable effort fulfill an agreed special wish of the Traveler then the Organizer may change the Trip in this regard. The Traveler may in that case accept the change or terminate the Agreement without payment of cancellation fees.

### **11.4 Term**

In the case of major changes, the Organizer shall set the Traveler a reasonable period within which the Traveler must have notified the Organizer in writing whether the latter is terminating the Agreement. If the Agreement is not terminated within the specified period, the change is deemed to have been accepted and the right to terminate lapses.

### **11.5 Price reduction**

If the change has the effect of reducing the quality or cost of the Trip, the Traveler is entitled to an appropriate price reduction.

### **11.6 Notification**

In the event of significant changes, the Organizer shall promptly notify the Traveler of:- the changes,

- the reasonable time within which the Traveler must notify the Organizer In Writing of its decision whether to terminate the Agreement,
- the consequence that if the Traveler does not respond in a timely manner, the change shall be deemed accepted and the right to termination shall lapse.
- if offered, the content of a substitute Trip or the amount of the appropriate price reduction.



**11.7 Refunds paid**

If the Passenger terminates the Agreement pursuant to this Article and the Passenger does not accept a replacement package tour, the Organizer shall promptly refund to the Passenger all amounts paid by or on behalf of the Passenger no later than 14 days.

---

**Article 12 - Termination by the Organizer.**

**12.1 Termination**

The Organizer may terminate the Agreement prior to the commencement of the Trip and refund to the Traveler all amounts paid for the Trip without being liable for compensation:

a) if the number of registrations is less than the stated minimum number indicated with the trip and the Traveler is notified of the cancellation within the period specified in the agreement, but no later than:

- 20 days prior to the start of the Trip for a Trip of 6 days or more.
- 7 days before the start of the Trip for a Trip of 2 to 6 days.
- 48 hours before the start of the Trip for a Trip of less than 2 days.

b) in case of force majeure, which is defined as unavoidable and extraordinary circumstances.

**12.2 Refund of travel price paid**

In the above cases, the Organizer will reimburse amounts already received without delay and at the latest within 14 days. Not reimbursed are costs incurred by the Traveler for services outside the Agreement such as vaccinations, visas, purchase of equipment, insurance and if not included in the Trip, air travel, tickets, accommodation, etc.

**12.3 Termination due to the actions of the Traveler**

In case the Traveler fails to meet predetermined participation requirements or if incorrect or incomplete information is provided by or on behalf of the Traveler regarding experience, skills, physical or mental condition or other relevant topics, the Organizer is entitled to terminate the Agreement or exclude the Traveler from participation in certain day trips This does not affect other rights of the Organizer.



## EXECUTION OF THE TRIP

---

### Article 13 - Responsibility

#### **13.1 Good execution of the Journey**

The Organizer is responsible for the performance of the Travel Services covered by the Agreement, regardless of whether such Travel Services are performed by the Organizer itself or by another Travel Service Provider.

#### **13.2 Changes in itinerary and travel times**

The Organizer will inform the Traveler about changes in the itinerary or travel times. If the Organizer is not aware of the place of stay, the Traveler will only be informed at the email address or cell phone number known to the Organizer.

---

### Article 14 - Conformity & non-conformity.

#### **14.1 Compliance**

The Organizer must perform the Agreement in accordance with the expectations that the Traveler could reasonably have based on the publications, the Agreement and the circumstances at the travel destinations.

#### **14.2 Traveler's duty to complain**

The Traveler shall immediately notify the Travel Service Provider and the Organizer, in accordance with Article 18, of a non-conformity that the Traveler has found during the performance of a Travel Service included in the Agreement.

#### **14.3 Solution by the Organizer**

The Organizer shall ensure that the reported nonconformity is remedied. The nonconformity need not be remedied if this is impossible or involves disproportionately high costs taking into account the degree of nonconformity and the value of the Travel Services in question.

#### **14.4 Solution by the Traveler**

If the non-conformity is not remedied within a reasonable period set by the Traveler, the Traveler has the option to remedy the non-conformity himself and request reimbursement of expenses.

#### **14.5 Alternative trip**

If a significant part of the Travel Services cannot be performed as agreed, the Organizer will offer a suitable alternative, without additional cost to the Traveler. The Traveler is entitled to a price reduction if the alternative is of lower quality. The Traveler may reject the offered alternative only if it is not comparable or the price reduction is insufficient.



Alprunning

**14.6 Termination by the Traveler in the event of significant consequences**

If the non-conformity has significant consequences for the implementation of the Trip and the Organizer has not remedied it within a reasonable period set by the Traveler, the Traveler may terminate the Agreement without payment of cancellation fees. If the Agreement also includes transportation then in the event of termination by the Traveler, the Organizer shall also provide for immediate repatriation of the Traveler with equivalent transportation at no additional cost.

**14.7 Price reduction and compensation**

In case of termination under the previous paragraph or in case the Agreement is not terminated and no alternatives have been agreed upon, the Passenger shall be entitled to appropriate price reduction and appropriate compensation.

**14.8 Terms of price reduction**

If the Passenger is entitled to an appropriate price reduction, this only applies to the period in which there was non-conformity. The Passenger shall in no case be entitled to a price reduction insofar as the non-conformity is attributable to the Passenger.

**14.9 Change program due to external circumstances**

The Organizer reserves the right to modify the program during the trip to ensure the safety of the Traveler(s) in case of external circumstances such as extreme weather, armed conflict or otherwise circumstances not attributable to the Organizer.

---

## Article 15 - Help and assistance

**15.1 Mandatory assistance**

The Organizer shall promptly provide the Traveler with help and assistance if the Traveler is in difficulty, in particular by providing proper information about medical services, local authorities and consular assistance and helping the Traveler to use remote communications and to find alternative travel arrangements.

**15.2 Cost**

The Organizer will charge a reasonable fee for the help and assistance if the difficulties were caused by the Traveler's intent or negligence.



## LIABILITY

---

### Article 16 Attribution, force majeure and liability exclusions

#### **16.1 Attribution & force majeure**

The Passenger shall in no case be entitled to compensation for damages incurred by the Passenger as a result of non-conformity, insofar as the non-conformity is due to:

- a. the Traveler;
- b. third parties not directly involved in the performance of the Agreement and the nonconformity could not be foreseen or prevented;
- c. unavoidable and extraordinary circumstances.

#### **16.2 Liability exclusion**

Any liability of the Organizer for damages is limited to three times the travel price, unless the damages result from the death or personal injury of the Traveler or the damages were caused by intentional or negligent acts of the Organizer.

#### **16.3 Liability exclusion under treaty or EU regulation**

If the Organizer can be held liable for any damages, including damages resulting from the death or personal injury of the Traveler, such liability shall in any case be limited or excluded to the limits permitted under the relevant international conventions and/or EU regulations applicable to the individual Travel Services.

#### **16.4 Insured loss**

The Organizer is not liable for damages of the Traveler that are covered by insurance policies, such as health, travel or cancellation insurance.

#### **16.5 Statute of limitations**

Any claim of the Traveler for compensation for damages shall expire two years after the Trip took place or if the Trip did not take place two years after the scheduled date of commencement.

#### **16.6 No accumulation of fees**

If, because of the same event, compensation or damages are payable under international conventions or EU regulations, such as the regulation on air passenger rights in the event of denied boarding, cancellation or long delay, such compensation or damages shall not accumulate with the compensation or price reduction under this Agreement. The compensation or damages shall be deducted from the compensation or price reduction payable by the Organizer under this Agreement. For the above, it does not matter whether the compensation or damages under international treaties or EU regulations are owed by the Organizer or any travel service provider engaged by it.



**16.7 Participation at your own risk**

Participation in the offerings at Alprunning is at your own risk. The facilitator or organization of Alprunning cannot be held liable for any injuries and discomforts incurred during clinics, workshops, trainings, courses and trips. The guide or organization of Alprunning can also not be held liable for inconveniences incurred during own training sessions or by advice given. The Traveler should take out adequate insurance for this.

## **OBLIGATIONS OF THE TRAVELLER**

---

### **Article 17 - Traveler's obligations**

**17.1 Conduct and following directions**

The Traveler must behave as a reasonably acting Traveler and is obliged to follow all instructions to promote the proper execution of the Trip by the Organizer and the Travel Service Providers.

**17.2 Consequences of non-compliance - exclusion from participation**

In the event of failure to comply with instructions or in the event that a Traveler causes a nuisance, the Organizer or the Travel Service Provider shall be entitled to deny the Traveler further participation in the Trip or Travel Service in part or in full. The Traveler will not be entitled to a refund in such a case. Further costs incurred as a result will be at the Traveller's expense and risk.

**17.3 Warning**

Before proceeding with exclusion from participation, the Traveler will first be given a verbal or written warning. A warning is not required if this cannot be required of the Organizer or Travel Service Provider given the circumstances of the case, taking into account the behavior of the Traveler, the expected chance of improvement of the behavior, the effect on the Trip and other Travelers, the risk of damage and the safety of the Travelers and others.

**17.4 Traveler liability**

The Traveler is liable for damage caused by his behavior, failure to comply with the obligations in this article or damage otherwise attributable to him. The Traveler indemnifies the Organizer against claims by Travel Service Providers or third parties involved in the Trip for damages caused by the Traveler or attributable to him.

**17.5 Check return time**

The Traveler must verify the exact time of departure at least 24 hours before the scheduled start of the return trip.



## OTHER PROVISIONS

---

### Article 18 - Complaints

#### **18.1 Information**

The Organizer shall provide the emergency contact details of the Organizer and, if applicable, his local representative prior to the commencement of the Trip.

#### **18.2 On-site reporting**

If the Traveler believes that the Trip is performed non-conforming, he must report this non-conformity to the Travel Service Provider concerned without delay, but in any case during the Trip so that it can find a solution. If tour management of the Organizer is on site, the complaint must also be reported to the tour management without delay. If there is no tour leader on site, the complaint must also be clearly reported to the Organizer. This report can be made by Whatsapp, SMS text message, by telephone, or on Working Days during office hours. (9-17h) and by email. The Organizer will send the Traveler confirmation of the notification through the same medium and by email.

#### **18.3 Communication costs**

The cost of necessary communication with the Organizer shall be borne by the Organizer. To the extent possible, the Traveler should minimize costs including by using internet calling, WhatsApp and e-mail.

#### **18.4 Report unresolved complaint after return**

All complaints which, according to the Traveler, have not or not fully been remedied or compensated for during the Trip, must be submitted to the Organizer, In Writing and with reasons, at the latest within two months after return. The Organizer is obliged to respond with reasons within one month after receipt of the complaint.

#### **18.5 Consequences of not or not timely reporting the nonconformity or complaint**

Failure to complain in accordance with the second paragraph (reporting on site) of this article or failure to do so in a timely manner may affect the amount of any price reduction or compensation, unless the Organizer's interests have not been harmed by the failure to complain in a timely manner. Complaints not received in time after return will not be considered unless it is not reasonable in the circumstances of the case.

---

## Article 19 - Other provisions

### **19.1 *Third party rights***

Subordinates, assistants and other third parties involved in the execution of the Agreement may invoke the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) against the Traveler.

### **19.2 *Substitute provisions***

If mandatory law precludes the validity of any provision in these Terms and Conditions or if a provision is nullified, that provision shall be deemed to have been converted into a valid provision that approximates as closely as possible the original intention in terms of content and scope.

### **19.3 *Applicable law***

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this conflicts with mandatory law. Without prejudice to this choice of law, a consumer is entitled to the protection afforded to him by the mandatory law of the country of his place of residence if the Organizer directs commercial activities (including advertising) concerning the agreed Trip to the country of the consumer's place of residence, unless the services are not performed in whole or in part in that country.

### **19.4 *Competent court***

The Dutch courts shall have exclusive jurisdiction, unless contrary to mandatory law.