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GENERAL

Article 1 – Definitions

Under these conditions, the following terminology must be interpreted as follows:

- a. Unavoidable and Exceptional Circumstances: all circumstances on which the Organiser has no influence and which could reasonably not be ascribed to them, as detailed under Article 14.1;
- b. Organiser: the closed corporation Southern Escape B.V., situated in Apeldoorn, registered, and recorded with the Chamber of Commerce under number 73112178;
- c. Agreement: the agreement, including the present Conditions, in terms of which the Organiser undertakes, with respect to the Traveller, to supply the Trip;
- d. Package Trip: the combination of at least two different types of Travel Services for the same holiday, as referred to under Article 7:500 of the “Civil Code”;
- e. Trip: a Package Tour, or should the Conditions be declared applicable hereto, one single Travel Service;
- f. Travel Service: transport of persons, rental of a motor vehicle or motorised transport, accommodation or another tourist service, insofar as these services fall within the definition of Article 7:500 of the “Civil Code”;
- g. Travel Service Provider: the service provider who executes/provides part of the Trip, such auxiliary persons (suppliers of accommodation/drivers/external guides/etc.) of the Organiser;
- h. Traveller: Any and every person who wishes to conclude an agreement or contract with the Organiser with respect to a trip and any person who, based on the Agreement, is entitled to travel;
- i. Written: in writing or via electronic means by e- mail;
- j. Conditions: these general conditions;
- k. Working Days: from Monday to and including Friday, with the exception of such official public holidays as recognised in The Netherlands and South Africa, during working hours (9h-17h Dutch time zone).

Article 2 – Conditions of Applicability

- 2.1 Package Tours
These Conditions are applicable to all Package Tours offered by the Organiser or agreed to with the Organiser, and which constitute an integral part thereof.
- 2.2 Linked Travel Arrangements
These conditions can also be declared applicable to Travel Services which constitute part of a linked travel arrangement. On Travel services which have not been agreed to with the Organiser, the conditions of the provider of such Travel Service(s) will not be applicable.
- 2.3 Travel Services
These conditions can also be declared applicable to standalone travel services that do not constitute a Package Tour or linked travel arrangement. Title 7a of book 7 of the Civil Code in which the rules and regulations on package tour agreements and linked travel arrangements can be found, is not applicable in that case.
For such Travel services, there is no valid protection in the case of insolvency of the Organiser, unless expressly mentioned in the offer, whereby each party offers cover in the case of insolvency of the Organiser.
- 2.4 Deviations and Additional Conditions
Deviations and additional conditions need to be agreed on in Writing and signed by all relevant parties. Deviating provisions in the individual agreement enjoy priority over these Conditions.

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THE BOOKING

Article 3 – Realisation of the Agreement

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| <p>3.1 Content of the Offer
The Trip or Tour offered includes the services and facilities that are expressly described in the Organiser's offers and publications. The Contents of the offer are exclusively determined based on the information supplied by or on behalf of the Organiser. Information in the Publications of the Travel Service Providers do not constitute part of the offer, despite the fact that a link may be included therein and thereto in the offer of the Organiser. The indicated duration of the trip is mentioned in full days, during which the departure and arrival days are counted as full days.</p> <p>3.2 Non-Binding Offer
All quotes and offers by the Organiser are without obligation and can, following acceptance in all cases, be recalled by the Organiser until 17:00h of the following working day without providing a reason. This is also the case if the Traveller has received an automatic confirmation of receipt of the booking.</p> <p>3.3 Realisation of the Agreement
The Agreement becomes reality by virtue of the Traveller accepting the offer from the Organiser.</p> <p>3.4 Apparent Errors
Apparent errors in the offer will not bind the Organiser. These are with respect to the offer of a price, the content of the services offered or other information of which the Traveller, taking into account all circumstances, could not assume that the Organiser meant to state or declare. If there is a reason for doubt with respect to the correctness of the price or information, then the traveller needs to make an enquiry.</p> <p>3.5 Specific Wishes
Should the traveller reveal specific preferences before or upon the conclusion of the Agreement, then the Organiser will make it their duty to make all efforts necessary to honour the said preferences. Rights with respect to these preferences insofar as these preferences have been accepted as a special wish by means of a written promise/consent from the Organiser to the Traveller that the preference will be granted and honoured. The mere mention as a preference on travel documents in the booking confirmation is insufficient for this purpose. Specific wishes which cannot be cancelled by the Organiser cannot be cancelled by the Traveller.</p> | <p>3.6 Specific Requirements
If the traveller, at the latest conclusion of the Agreement, reveals requirements in connection with medical conditions or in connection with other compelling interests to the Organiser as "requirements", this will count as a suspensive condition for the implementation of the Agreement. The Organiser needs to refuse or decline such a requirement within a reasonable period of time or to confirm said requirement and ensure that it is complied with. In any case, A term of 7 days is considered as "reasonable". Should the Organiser decline the requirement, then no Agreement will be concluded. However, should the Organiser confirm the requirement, then the Agreement will be concluded by sending a Written Confirmation. Should extra costs be incurred as a result of these requirements and such costs are known, then the Organiser will make a new offer to the Traveller.</p> <p>3.7 Confirmation Receipt of Booking
If acceptance from the part of the Traveller takes place electronically, then the Organiser will confirm receipt of the acceptance as sent by the Traveller.</p> <p>3.8 Confirmation of the Booking
The Organiser will, immediately following the booking of the trip, send a confirmation of booking with or without a (down payment) invoice.</p> <p>3.9 Revocation by the Traveller
A booking of the Trip is final. The Traveller does not have the right to revoke the Agreement.</p> <p>3.10 Minors
The Traveller booking the trip needs to be a major. Should a minor (<18 years old) travel without the persons who have custody of the minor, then those persons need to send a signed statement of agreement within 7 days following the booking. In such a case, the Agreement will, in deviation of the provisions under sub-section 3 of the present article, only be concluded finally after receipt of said statement by the Organiser.</p> <p>3.11 Booking for other Travellers and Communications
A Traveller who concludes an Agreement on behalf of or in favour of one or more other Travellers, is personally liable for all obligations as a result thereof. The other travellers are each liable for their own part. Confirmation, invoice, travel documents and all other communications will only be sent to the Traveller who executed the booking. The Traveller who books the Trip on behalf of or in favour of others, is obliged – subject to the approval of that person – to reveal all relevant personal circumstances of such other Traveller which may influence the execution of the Agreement upon registration. A Traveller who books the Trip on behalf of or for the benefit of others is obliged to supply those other Travellers with these Conditions and other relevant communications.</p> |
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INFORMATION

Article 4 – Information given by the Organiser

- 4.1 **The Travel Amount**
The amounts quoted are per person, unless expressly stated otherwise.
- 4.2 **Information Prior to Booking**
In order to conclude the Agreement, the Organiser supplies the completed standard information form (Annexure with Directions (EU) 2015/2302) and other legally compulsive information as mentioned under Article 7:502 of the “Civil Code”.
- 4.3 **Information by the Organiser upon Booking or Immediately Thereafter**
Upon conclusion of the Agreement or immediately thereafter, the Organiser must supply the Traveller with the Agreement, including the accepted special wishes of the Traveller and all information pertaining to the Dutch Nationality on the required travel documents (passports, visa, etc.) and any possible formalities with respect to health and other legally compulsory information.
- 4.4 **Information by the Organiser for the Trip**
The Organiser must provide all required information to the Traveller on time or prior to the start of the Trip. Upon being supplied with the travel documents, the Traveller will receive extensive information on the booked Trip, amongst which will be information on the planned departure times, the deadline to check in, the planned stops and arrival and, where applicable, the name of the airline company entrusted with the flights.
- 4.5 **Travel Documents**
For the full duration of the Trip, the Traveller needs to be in possession of all necessary documents for the Trip, such as a passport, visa, proof of vaccination, etc. In view of the importance thereof, the Traveller needs to check and re-check the relevant general information thereof at the relevant offices and instances and institutions as far as applicability, completeness and topicality are concerned. Prior to booking the Trip, the Traveller needs to verify whether there is enough time to acquire the necessary documents and more specifically, a possible visa. If the Traveller cannot complete the full trip or part thereof as a result of missing valid, complete, and correct travel documents, there will be extra costs which will be fully charged to the Traveller. Possible information mentioned in the Agreement or travel documents with respect to required travel documents, will only be applicable to travellers with the Dutch Identity.
- 4.6 **Issuing of Travel Documents to Traveller**
The travel documents (transportation tickets, vouchers, etc.) will be timeously, and at the latest of 7 days prior to departure, be sent to the Traveller unless the invoice has not been fully settled. Should the Traveller not receive the travel documents within 5 days prior to departure, then the Organisers need to be informed thereof without delay. The Traveller needs to check the correctness of the Travel Documents well before departure. Should there be errors in such documents, then the Traveller needs to inform the Organiser without delay. Should the Traveller fail (in time) to mention that they have not received the travel documents or if there is an error in the travel documents, then the possible consequences thereof will be for the account and risk of the Traveller.
- 4.7 **Information on Insurance**
The Organiser will, prior to the conclusion of the agreement, provide the Traveller with the necessary information on the possibility of taking out cancellation insurance and travel insurance. The Organiser can enforce such an insurance policy as long as the Traveller has been informed thereof in writing prior to the establishment of the Agreement.

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FOR THE TRIP

Article 5 – Information Provided by the Traveller(s)

- 5.1 **Relevant Information provided by the Traveller(s)**
Prior to or upon conclusion of the Agreement, the Traveller who executes the booking will provide all relevant information about himself and the other Travellers introduced by them. This is especially applicable to information on Travellers or the composition of the group if this could possibly influence the health or safety of the Traveller or others during the trip. If the information supplied is incorrect or incomplete, such may lead to the Traveller being excluded by the Organiser or the Travel Service Providers. In such a case, the Traveller is liable for the cancellation costs in accordance with Article 9 par 2. As a result, other costs thereof will also be charged to the Traveller.
- 5.2 **Impaired Mobility, Pregnant Women, Minors travelling alone and Unwell Travellers**
Travellers with impaired mobility and their caregivers, and Travellers with a disease that could possibly affect the Trip, need to, upon the conclusion of the Agreement, or at least as soon as possible after the Traveller is cognizant thereof, announce this to the Organisers in view of possible consequences for the Trip and more importantly, the airline in particular. These Travellers personally need to verify with the Transporter whether a medical statement or report is required to allow them to travel. Should such a Traveller fail to announce or declare the here-above information in time, then the possible consequences thereof will be charged to and will be to the risk of the Traveller.

BEFORE THE TRIP

Article 6 – Payment

- 6.1 **Deposit**
Following the conclusion of the agreement, 25% of the trip must be paid immediately, or at the latest, within 14 days after receipt of the down payment invoice, with a minimum of €50,00 (i.e. fifty Euro) per Traveller. If airline tickets are included, then the full amount of the airline ticket, plus 25% of the Travel Amount of the remaining portion of the Trip, has to be settled.
- 6.2 **Remaining Payment**
The balance of the Travel Amount needs to have been settled, at the latest, 6 weeks prior to the departure date of the Trip. Upon the conclusion of the Agreement and within 6 weeks prior to the start of the Trip, the full travel sum must be paid by return, and in any case, before the start of the trip.
- 6.3 **Failure to Pay and Interest**
If the Traveller does not pay within the above-named period or the term specified on the invoice, then the Traveller is in default, without any further notice of default being required. They are then legally required to pay interest on the outstanding amount as from that date.

6.4 Collection Costs

The Traveller is obliged to pay the extra-judicial collection costs, should the traveller fruitlessly be urged to pay within a term of 14 days, starting on the day after which the request has been received with mention of the consequences of failing to settle the amount, amongst which the exact collection costs have been claimed. The extra-judicial collection costs are calculated in accordance with the Decision on Compensation for extra-judicial collection costs.

6.5 Further Consequences of Delayed Payment(s)

If the Traveller is in Default, then the Organiser can stop sending the travel documents without further notice or warning until the full payment has been received. Should payment not take place even after the Traveller has been urged to do so or if payment has not taken place before the start of the Trip, then the Organiser is entitled to exclude the Traveller from taking part in the Trip, and they can view the paid portion as being a cancellation fee and/or administration fee(s). However, the obligation to pay will remain. Instead of excluding the Traveller from taking part, the Organiser can cancel the Agreement and charge the Traveller the cancellation fees due thereon. The stipulations under this paragraph do not affect the other rights and entitlements of the Organiser.

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Article 7 – Health

- 7.1 Health-Related Information**
The Traveller should personally enquire whether certain health specifications are to be taken into account for their trip and the destination(s) thereof. Here, we are possibly dealing with vaccinations and other preventive/safety/health measures to prevent diseases, amongst which, but not exclusively, include COVID-19. The Traveller can obtain information on this subject with their family/general practitioner, the GGD, the Department of Public Health and/or Foreign Affairs or the National Coordination Center for Travel Advice. The possible results of not being adequately informed or not taking (sufficient) preventive measures will be for the account of and at the risk of the Traveller.
- 7.2 Disabled Persons**
If the Traveller suffers from limited mobility, then they need to get in contact with the Organiser. The Organiser will then inform the Traveller or the accommodation of what is generally suitable for persons with limited mobility and whether the Trip satisfies the specific needs of the impaired Traveller. Upon special request on the part of the Traveller, in-house daily help can be requested. However, this needs to be requested fairly long beforehand and also needs to be paid for in advance.
- 7.3 Vaccinations**
The Traveller needs to enquire with the authorities mentioned above, under article 7.1, whether vaccinations are necessary for the holiday destination(s). The Traveller also needs to enquire which (temporary) additional vaccinations and requirements are required by the country of destination. Therefore, the Traveller can consult the Embassy of the relevant country.
- 7.4 Closed Plaster Cast(s)**
When the Traveller has a part of their body encased in plaster, then the Traveller can in principle only fly if they are in possession of a medical statement or certificate which has been issued a maximum of 7 days prior to the flight. The said certificate is necessary because plaster in a pressurized environment must comply with certain conditions. Therefore, the Traveller should enquire with the relevant airline company and find out what the conditions are.
- 7.5 Pregnancy**
The pregnant Traveller is personally responsible for finding out if it is reasonable or wise to travel to a specific destination during their pregnancy. Possible (negative) consequences of travelling for pregnant women will be for the account and risk of the Traveller. The Traveller needs to inform their gynaecologist or obstetrician prior to booking their Trip. Moreover, the Traveller personally needs to contact and enquire from the relevant airline or cruise company on whether their condition is suitable for travelling during pregnancy. Airline companies deal with different conditions. Generally, Doctors' Certificates need to be recent, and the Traveller has to take that into account if they remain for longer periods of time at a specific destination.

- 7.6 Medications/Pharmaceuticals/Drugs**
If the Traveller uses pharmaceuticals, it is advisable that they be packed in the hand/cabin luggage. In order to travel with certain medicines, the traveller needs to have a medical statement. The Traveller is personally responsible for the organization of such a statement/certificate. Possible consequences of non-timely acquisition of such a medical certificate will be charged to the Traveller and so will the risks.

Article 8 – Travel Documents

- 8.1 Border Documents or Passports**
When booking a trip, the Traveller will receive general information on the required passport and visa obligations for the country of destination. The Traveller is responsible for obtaining the necessary additional information from the relevant authorities with respect to passports, visa obligations and possible transit visas. Moreover, the Traveller is responsible for timely verification prior to departure and checking that previously acquired information has not been amended in the meantime.
- 8.2 Medical Documents and Proof of Vaccination**
The Traveller is responsible for being in possession of the required travel documents, such as valid proof of vaccination and medical certificates. For instance, these travel documents are necessary for certain activities such as for diving purposes. Insofar as the above is concerned, Travellers who do not have the Dutch Nationality must take extra care and gain information from the relevant authorities. Possible results and consequences of a lack of the necessary documents will be for the account and risk of the Traveller.
- 8.3 Minor Children**
The rule for minor children is that they should be in possession of their own passports and/or identity cards. The addition of the name of the child/children on the (Dutch) passport of their parents is not allowed. Minor children who travel abroad on their own, with one parent or with other persons than their parents (such as grandparents), need to be in possession of additional travel documents. The Organiser needs this additional information to prove that the person who has guardianship or authority over the child, did indeed give permission for such a trip. The Traveller can find information and forms in this respect from the website of the National Government (www.rijksoverheid.nl/onderwerpen/reizen-met-kinderen). For possible additional information, the Traveller needs to contact the Embassy of the Country of Destination.

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Article 9 – Substitution(s)

9.1 Conditions and Notices

The Traveller can transfer the Trip to another person who complies with all the conditions in respect of the Trip. At the latest, the Traveller must request a transfer from the Organiser 14 days prior to the start of the Trip, or at least taking into account, a reasonable period of time during which the necessary activities can be performed, to have such person take their place. A transfer or substitution is only possible insofar as the conditions of the relevant Travel Service Provider allow this to happen. Should airline tickets constitute part and parcel of the Trip, then the transfer of the airline ticket is not possible according to the rules and regulations. Transfer of the full trip must then be in accordance with the rules and only possible if – at the expense of the Traveller – a new airline ticket is booked.

9.2 Personal Liability and Extra Costs

Costs incurred as a result of substitution or transfer, amongst which for instance, additional refunds and costs which are charged to the Organiser for the execution of the Trip and involving the relevant Travel Service Providers, will be charged to the Traveller. The Traveller and the one replacing them, are jointly and personally liable for the payment of the portions of the Travel amount which is still due. This also includes the transfer and substitution cost, surcharges, and other costs as a result of the substitution.

Article 10 – Changes on the Part of the Traveler(s)

10.1 Changes

The Traveller who booked the Trip can request from the Organiser in writing that the Agreement be changed. The Organiser is not obligated to do so. When said request has been received and approved, the Organiser will inform the Traveller of the new amount of the Trip. Should the Traveller be in agreement with the costs of the amendment, then the Traveller will have to pay the new Travel amount and the costs for the changes. If the new travel amount is less than the original travel amount, then, in that case, the difference will be settled with the costs of the change(s) due.

10.2 Adapting the Departure Date or Number of Travelers

A request to change the departure date does not constitute a change but is considered a cancellation. A smaller number of paying travellers is not a change but considered a part-cancellation. In this case, the cancellation rules and regulations of Article 11 are applicable.

Article 11 – Cancellation(s) by the Traveller(s)

11.1 Cancellation(s)

The Traveller can, at all times prior to the commencement of the Trip, cancel the agreement. Cancellations need to be done in writing. The date on which the Written cancellation is received by the Organiser will count as the moment of cancellation. Receipt of a cancellation after 17:00 or outside Working Days will be considered as having been received on the next Working Day.

11.2 Cancellation Costs

Should a flight be included in the Trip, then cancellation by the Traveller means that the Traveller owes the following amounts:

- a. up to and including 56 days prior to the day of departure: the cancellation costs of the flight and 25% of the other portion of the travel amount;
- b. from 55 days to and including 22 days prior to the day of departure: the cancellation costs of the flight and 50% of the remaining portion of the travel fee;
- c. from 21 days up to and including 8 days prior to the day of departure: the cancellation costs of the flight and 75% of the remaining portion of the travel amount;
- d. from 7 days prior to the day of departure: 100% of the travel amount.

If no flights are included, then the Traveller owes the following amounts:

- a. up to and including 56 days prior to the day of departure: 25% of the travel amount;
- b. as from 55 days up to and including 22 days prior to the day of departure: 50% of the travel amount;
- c. as from 21 days up to and including 8 days prior to the day of departure: 75% of the travel amount;
- d. as from 7 days prior to the day of departure: 100% of the travel amount.

Should the number of Travellers be decreased within a booking, whereby not all agreed services can be decreased equally, then the cancellation costs are due and calculated according to the amount of the cost of the trip minus the real cost savings. Where such is applicable, the revenue from real, factual use of the capacity which is freed up, will be deducted from the cancellation costs.

This article is without prejudice to the provisions of Article 14 of the conditions.

Article 12 – Price Changes

- 12.1 Price Changes**
The Organiser reserves the right to increase the travel sum with regard to agreements already entered into up to 20 days before the day of departure as a result of changes in:
- the price of passenger transport due to an increase in the cost of fuel or other sources of energy;
 - the amount of taxes or refunds on the travel services included in the agreement, that are levied by third parties who are not directly involved in the execution of the Trip/Tour, including tourist taxes/levies, landing rights/airport taxes and departure – or arrival taxes in harbours and at airports; or
 - the exchange rates that are important for the Trip.
- 12.2 Termination by the Traveller**
If an increase amounts to more than 8% of the Travel Amount, then the Traveller is entitled to terminate the Agreement. In such a case, the Traveller is entitled to an immediate refund of the paid amounts. The Organiser will determine a reasonable term within which the Traveller needs to have given written notice of their intention to terminate this Agreement. Should the Agreement not be terminated within the said term, then the price increase will be considered as being accepted and the right to termination will no longer be valid.
- 12.3 Price Reduction(s)**
If the right to a price increase is negotiated and stipulated, then the Traveller has the right, where appropriate, to request a price reduction that corresponds to any decrease in the costs referred to under paragraph 1. An amount of €30,- (i.e. thirty EURO) in administration costs will be deducted from the amount due to the Traveller on the basis of any price reduction.

Article 13 – Changes made by the Organiser

- 13.1 Changes**
The Organiser has the right to unilaterally change the agreement before the start of the trip, as long as it does not concern major changes. The Traveller will be informed thereof clearly and in writing.
- 13.2 Major Changes**
If necessary, the Organiser can substantially change the main features of the agreement before the trip commences. This also includes offering an alternative trip that is of at least equal quality, if such is reasonably possible. In such a case, the Traveller can accept the change or terminate the Agreement without having to pay cancellation costs.
- 13.3 Changes to an Agreed Special Wish**
If the Organiser cannot, or cannot with reasonable effort, meet an agreed special wish of the Traveller, then the Organiser can change the trip on this portion. In such a case, the Traveller can accept the change or terminate the Agreement without having to pay any cancellation costs.
- 13.4 Term**
In the event of major changes, the Organiser will set a reasonable term for the Traveller within which the Traveller must have notified the Organiser in writing whether the latter is terminating the agreement. If the Agreement is not terminated within the stipulated period, then the change will be deemed as being accepted and the right to termination lapses.
- 13.5 Price Reduction(s)**
If the change results in a reduction in the quality or cost of the Trip, then the Traveller is entitled to an appropriate price reduction.
- 13.6 Giving Notice**
In the event of major changes, the Organiser will inform the Traveller immediately of:
- the changes;
 - the reasonable period wherein the Traveller must notify the Organiser in writing of their decision to terminate or not terminate the Agreement;
 - the consequence if the Traveller does not answer in time, then the change will be considered as being accepted, and the right to termination expires;
 - If offered and accepted, the content of a replacement Trip or the amount of an appropriate price reduction will be calculated.
- 13.7 Refund of Amounts Paid**
If the Traveller terminates the Agreement on the basis of this article and the Traveller does not accept a replacement package, then, in that case, the Organiser will, without delay and at the latest within 30 days, refund all amounts paid by or on behalf of the Traveller to the Traveller.

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Article 14 – Cancellation(s) made by the Organiser

- 14.1 Cancellation(s) made by the Organiser**
 This applies to the instances of too few registrations or unavoidable and exceptional/extraordinary circumstances. The Organiser can cancel the Agreement before the start of the Trip, whereby the amounts paid to the Organiser for the trip will be fully refunded, but in which case, the Traveller will expressly not claim any Compensation:
- a. In case the number of interested parties is less than the minimum amount indicated in the Agreement and the Traveller is informed of the cancellation within the period of time indicated in the Agreement, but at the latest:
 - 20 days prior to the start of the Trip for a Trip of 6 days or longer;
 - 7 days prior to the start of the Trip for a Trip of 2 to 6 days;
 - 48 hours prior to the start of the Trip for a Trip of less than 2 days;
 - b. in the case of unavoidable and exceptional circumstances, including but not limited to:
 - Diseases, epidemics, pandemics;
 - Serious weather conditions;
 - Natural disasters such as earthquakes and tsunamis, hurricanes, wildfires, and floods as well as volcanic eruptions;
 - Nuclear disasters;
 - Public transport strikes;
 - Political or social unrest such as (an increased possibility of) war, riots, or terrorist activities;
 - Unexpected negative travel advice due to other circumstances.
- 14.2 Refund of paid Travel Amount**
 In cases as referred to under the previous paragraph, the Organiser will refund amounts already received without delay, or at the latest, within 30 days. Non-reimbursements are costs incurred by the Traveller for services that are not part of the Agreement such as vaccinations, visa, purchase of equipment, insurance and other matters that are not included in the Trip.
- 14.3 Termination at the fault of the Traveller**
 In the event that the Traveller does not meet the pre-defined participation requirements or if they furnish incorrect or incomplete information about experience, skills, physical or mental conditions or other relevant topics, then the Organiser is entitled to terminate the Agreement. This does not affect in any way affect or alter the other rights of the Organiser.

EXECUTION OF THE TRIP

Article 15 – Responsibility

- 15.1 Good Execution of the Trip**
 The Organiser is responsible for the execution and performance of the travel services to which the Agreement relates, regardless of whether these travel services are performed by the Organiser or by another travel service provider.
- 15.2 Changes in the Itinerary and Travel Times**
 The Organiser will inform the Traveller about the changes in the Itinerary or Travel Times. Should the Organiser not be informed or aware of the accommodation, the Traveller will only be informed via e-mail address or mobile phone number as known to the Organiser.

Article 16 – Conformity, Non-Conformity, and Complaints

- 16.1 Conformity**
 The Organiser must perform and execute the Agreement in accordance with the expectation that the Traveller may reasonably have, on the basis of the publications or brochures, the Agreement, and the circumstances at the travel destinations.
- 16.2 Duty to Complain on the Part of the Traveller(s)**
 The Traveller shall immediately inform the Travel Service Provider and the Organiser of any non-conformity which the Traveller has discovered or experienced during the performance of a travel service included in the Agreement. Notification to the Organiser can be made by WhatsApp, SMS text messages, by telephone, on working days during Dutch office hours (9h – 17h), and also via e-mail.
- 16.3 Solution and Resolution by the Organiser**
 The Organiser will ensure that the reported non-conformity is remedied, unless this is impossible or involves disproportionately high costs, taking into account the degree of non-conformity and the value of the travel services concerned.
- 16.4 Solution or Resolution by the Traveller**
 If the non-conformity is not remedied within a reasonable period of time, as set by the Traveller, then the Traveller has the option to personally remedy the non-conformity and to request reimbursement of the necessary expenses.
- 16.5 Alternative Trip(s)**
 If a significant part of the Travel Services cannot be performed, as agreed upon in the Agreement, then the Organiser will offer a suitable alternative at no additional cost to the Traveller. The Traveller is entitled to a price reduction if the alternative is of a lesser quality. The Traveller can only reject the alternative offered if it is not comparable or if the price reduction is insufficient.

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- 16.6 Termination by the Traveller due to Significant Consequences**
If the non-conformity has significant consequences for the execution of the Trip and the Organiser fails to solve the said non-conformity and its consequences within a reasonable period of time set by the Traveller, then the Traveller can cancel the Agreement without having to pay cancellation fees. If the Agreement also includes transportation, then, upon termination from the part of the Traveller, the Organiser will also provide immediate repatriation of the Traveller, with equivalent transport, and without additional costs.
- 16.7 Price Reduction(s) and Compensation**
In the event of termination pursuant to the previous paragraph or in the event that the Agreement is not terminated, and no alternatives have been agreed upon, then, in that case, the Traveller is entitled to an appropriate price reduction and appropriate compensation, unless it is a situation such as referred to under Article 18.1.
- 16.8 Condition of Price Reduction(s)**
If the Traveller is entitled to an appropriate price reduction, then this will only apply to the period during which there was non-conformity, unless the non-conformity is attributable to the Traveller.
- 16.9 Reporting an Unresolved Complaint after Return**
All complaints that, according to the Traveller, have not been or have not been fully resolved or compensated during the trip, must be submitted to the Organiser in writing, within two months of the return, and with a statement of the relevant reasons.
- 16.10 Failure to Complain Timeously**
Not complaining or not complaining timeously, may affect the right to a price reduction or compensation and the amount thereof, unless the interests of the Organiser are not harmed by not complaining timeously. Complaints that are not received timeously after return will not be dealt with unless it would not be reasonable given the circumstance of the case.

Article 17 – Help and Assistance

- 17.1. Mandatory Assistance**
The Organiser shall provide immediate assistance and aid to the Traveller if the Traveller is in difficulty by providing good and clear information particularly about medical services, local authorities and consular assistance, and also assisting the Traveller in the use of distance communication and in finding alternative travel arrangements.
- 17.2 Costs and Expenses**
The Organiser will charge a reasonable fee for the assistance and help if the difficulties have arisen as a result of intent or negligence on the part of the Traveller.

LIABILITY

Article 18 – Attribution, Force Majeure, and Exclusion of Liability

- 18.1 Non-Conformity and Force Majeure**
The Traveller is in no way entitled to compensation for damage which the Traveller incurs as a result of non-conformity insofar as such non-conformity is attributable to:
- the Traveller;
 - a third party that is not involved in the execution of the Travel Services as included in the Agreement and the non-conformity could not be foreseen or prevented; or
 - unavoidable and extraordinary circumstances.
- 18.2 Liability of the Traveller(s)**
The Traveller is liable for all damages which they inflict or cause to property of third parties and for costs that these third parties have to incur as a result of the actions or the negligence of the Traveller. If the Traveller or persons for whom they are responsible behave in such a way that damage arises or threatens to arise, if they do not comply with the house rules of the Travel Service Provider, or if these third parties hinder the enjoyment of their trip or otherwise cause a nuisance, then both the Organiser and the Travel Service Provider are entitled to deny the said Traveller(s) access to the organised accommodation or the means of transport. In this instance, the Organiser and the Travel Service Provider can remove the Traveller(s) from those premises or have them removed and recover the damage and expenses from the Traveller(s).
- 18.3 Liability of the Organiser**
If the Traveller is entitled to claim any compensation, then, in such a case, the Organiser's liability is limited to three times the travel price unless the damage results from personal injury to the Traveller or the damage is caused by an intentional or negligent act of the Organiser. In addition, the amount of liability is limited to the amount of the payment to which the Insurance taken out, where applicable, is entitled. If a Treaty or Judgement of the European Union applies to a Travel Service, then the Organiser may invoke an exclusion or limitation of the liability which that Treaty or Regulation assigns to a Travel Service Provider as such.
- 18.4 Insured Damage**
The Organiser is not liable for damage/injury to the Traveller that are covered by Insurances such as Care, Travel or Cancellation Insurances.

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- 18.5 Lapse of Limitations**
Any claim by the Traveller to Compensation for damage(s) lapses two years after the trip has taken place or if the trip did not take place, two years after the planned date of commencement.
- 18.6 No Accumulation of Compensation**
If, for the same event, compensation is due under international treaties or European Union regulations, such as the Regulation on the rights of airline passengers upon being denied to board, cancellation, or long delays, such compensation shall not be cumulative with the compensation or price reduction under these Conditions or the Agreement.

OBLIGATIONS OF THE TRAVELLER

Article 19 – Obligations of the Traveller(s)

- 19.1 Behaviour and Following Directions**
The Traveller must behave themselves as a reasonably acting Traveller and is obliged to follow all instructions to promote the proper execution of the trip from the part of the Organiser and the Travel Service Providers. The Traveller needs to be aware of the Laws and local norms, values, and customs of the country of destination and behave accordingly.
- 19.2 Consequences of Non-Adherence and Exclusion from Participation**
In the event of non-compliance with instructions or in the event that the Traveller causes nuisance, then the Organiser or the Travel Service Provider has the right to partially or completely deny the Traveller further participation in the Trip/Tour/Travel Service. In such a case, the Traveller is not entitled to restitution/refund of money. Further costs incurred as a result are for the account and risk of the Traveller.
- 19.3 Warning**
Before proceeding with exclusions from participation, the Traveller will first be given a verbal or written warning. A warning is not required if it cannot be reasonably expected of the Organiser or Travel Service Provider, given the circumstances of the case. The Organiser will take into account the behaviour of the Traveller, the expected Chance of improving the behaviour, the effect on the trip and on other travellers, the risk of damage and safety of Travellers and other parties.

- 19.4 Liability of the Traveller(s)**
The Traveller is liable for damage caused as a result of their behaviour and the non-compliance with obligations in this article or damage which others in any other way can or will be attributed to them. The Traveller indemnifies the Organiser against claims from Travel Service Providers or third parties involved in the Trip/Tour for damage(s) caused by the Traveller or damage(s) attributable to them.
- 19.5 Check Time of Return Trip**
The Traveller must verify the exact time of departure no later than 24 hours prior to the scheduled start of the return journey. Should the Traveller fail to do so and if as a result, they arrive too late at the Destination of the Departure for the Return Journey, then any and all consequences thereof will be at the expense and risk of the Traveller.

OTHER STIPULATIONS AND PROVISIONS

Article 20 – Other Stipulations and Provisions

- 20.1 Rights of Third Parties**
Subordinates, assistants, and caregivers, and other third parties involved in the execution of the Agreement can invoke the provisions of the Agreement and these terms and conditions against the Traveller (including the liability exclusions).
- 20.2 Substitute Provisions**
If a mandatory law precludes the validity of a provision under these terms and conditions, or if a provision is annulled, then that provision is deemed to have been converted into a valid provision which approximates the original intention as closely as possible in terms of content and scope.
- 20.3 Applicable Law(s)**
Only Dutch law applies to the offer, the agreement, and the execution of the agreement, unless it would be in conflict with mandatory law.
- 20.4 The Competent Court and Justice**
The Dutch Court and the Dutch Judges have exclusive Jurisdiction and Competence, unless it would be contrary to mandatory law.

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