

TERMS AND CONDITIONS of Bike Planet Tours B.V. for individual bookings for bike tours

Article 1 – Introductory provisions

In these travel conditions the following terms shall have the following meaning:

Travel organiser:

The person(s) who, in operating his company, offers trips organised in advance to the public or a group of persons in his own name.

Traveller:

- a. the other party of the travel organiser, or:
- b. the person for whom the trip has been stipulated and who has accepted this stipulation, or:
- c. the person to whom the legal relationship to the travel organiser has been transferred in agreement with article 8 of these conditions.

Travel agreement:

The agreement whereby a travel organiser shall commit him-/herself towards the other party to provide a trip organised in advance that is offered by him/her, which consists of accommodation of a period of more than 24 hours, as well as at least two of the following services:

- a. transport during the tour;
- b. accommodation;
- c. a different tourist service, that is not related to transport or accommodation, which constitutes a significant part of the tour.

Booking office:

The company that mediates between the traveller and the travel organiser when concluding the travel agreement.

Working days:

The days Monday up to and including Saturday, with the exception of the recognised public holidays.

Office hours:

Monday up to and including Friday between 08.30 – 17.00 hours, with the exception of the recognised public holidays.

Ad. 1: These travel conditions shall apply to all travel agreements booked by Bike Planet Travel B.V.

Ad. 2: The sums stated in these conditions shall include VAT, insofar as applicable.

Article 2 – Realisation and content agreement

1. Range of trips and acceptance

a. The agreement shall be concluded through acceptance of the offer of the travel organiser by the traveller. The acceptance can take place either directly or through mediation of a booking office. After the agreement is concluded the traveller shall receive a confirmation of this as soon as possible in writing or electronically, possibly in the form of an invoice.

b. When a booking is made through the internet, the travel organiser shall organise the booking process in such a way that the traveller is informed, before accepting the booking, that he is concluding an agreement. When the booking is confirmed by the travel organiser the traveller shall be bound to this agreement.

2. Withdrawal of the offer

The offer of the travel organiser shall be free of obligations and can, if necessary, be withdrawn by the travel organiser. A withdrawal due to a correction of errors in the calculation of the tour (package) price or a correction of other errors shall be allowed. The withdrawal must take place as soon as possible, however at the latest within 16 office hours after acceptance, stating the reasons. In that case the traveller shall be entitled to an immediate restitution of any paid sums.

3. Apparent errors

Apparent errors and apparent mistakes shall not commit the travel organiser. Such errors and mistakes are errors and mistakes which are apparent as such or should be apparent as such at first sight from the perspective of the average traveller.

4. Cancellation travel organiser due to insufficient participation

The travel organiser shall be entitled to cancel the agreement with immediate effect, in case the number of applications is smaller than the required minimum number. He shall clearly mention the cancellation period and the required minimum number of application in the publication. The cancellation shall take place within the period referred to in the publication and in writing. The articles 10 and 12 shall not apply.

5. Duty to disclose information traveller

a. The traveller shall provide all data to the booking office or travel organiser

regarding himself and the travellers registered by him that may be of interest for concluding or implementing the agreement before or at the latest when concluding the agreement. This shall include, if available, the number of his mobile phone and e-mail address.

b. Furthermore, the traveller shall state special details regarding the description or composition of the group of travellers registered by him that may be important for a correct implementation of the trip by the travel organiser. If he fails in this duty to disclose information and this results in this/these traveller(s) being excluded from (further) participation in the trip by the travel organiser in agreement with the provisions in artikel 9, the costs referred to in this article shall be charged to him.

6. Person who registers

a. The person who concludes an agreement on behalf of or for a different person (the person who registers), shall be liable jointly and severally for all obligations that result from the agreement.

b. All traffic (also payment traffic) between the traveller(s) on the one hand and the travel organization and/or the booking office on the other hand shall solely proceed through the person who registers.

c. The (other) traveller(s) shall be liable for his/their own part.

7. Data and restrictions in publication

a. If the agreed trip is included in a publication of the travel organiser, the data included in the publication shall also be part of the agreement.

b. If the travel organiser has included restrictions in the general part of the programme and they are in conflict with the travel conditions, the most favourable provisions shall apply to the traveler.

8. Information by third parties

The travel organiser shall not be responsible for general information in photos, folders, advertisements, websites and other information carriers, insofar they are drawn up or published under the responsibility of third parties.

Article 3 – Payment

1.

a. When concluding the agreement, a down payment or down payments shall have to be paid with regard to the total agreed tour (package) price. The level of the down payment(s) and the dates on which they shall take place at the latest shall be stated in the travel agreement.

b. In case of overdue payment the traveller shall be in default. He shall be notified about this in writing by or on behalf of the travel organiser and shall have the possibility to pay the still outstanding sum within 7 working days. In case of another non-payment the agreement shall be considered to have been cancelled on the day of default. The travel organiser shall be entitled to charge cancellation costs that are payable for this reason. In that case the provisions of article 9 shall apply and the already paid sums shall be settled with the cancellation sums. If the agreement is concluded within 6 weeks before the day of departure, the entire tour (package) price shall be paid at once.

Article 4 – Tour (package) price

1. The published tour (package) price shall apply per person, unless stated otherwise. This shall include the services and facilities stated in the publication, whether or not specified in various cost elements, including the additional costs that the traveller has to pay for the offered services, which are unavoidable at the moment of publication. Unavoidable additional costs are costs that are inextricably entwined with the offered service. They shall not include the costs of additional services that are provided by the travel organiser or by third parties at the request of the traveller, such as insurance premiums. They shall also not include the costs per touring group in the event of a booking, which vary according to the size of the touring group, and reservation costs which may vary per sales channel.

2. The published tour (package) price shall be based on the prices, currencies, levies and taxes, as known by the travel organiser when submitting the publication for printing.

3. As long as the entire tour (package) price has not been paid, the travel organiser shall be entitled to increase the tour (package) price until 20 days before the first day of the tour in connection with changes in the transport costs (including fuel costs), payable taxes, levies and applicable currencies. The travel organiser shall hereby indicate how the increase has been calculated.

4. After due payment of the entire tour price, the travel organiser shall not change the tour price as from six weeks before the day of departure, notwithstanding article 10,11 and 12.

a. The traveller shall be entitled to reject the increase in the tour (package) price as referred to in both previous paragraphs. He shall – at the risk of forfeiture – exercise this right within 3 working days after receipt of the announcement of the

increase.

b. If the traveller rejects the increase in the tour (package) price, the travel organiser shall be entitled to cancel the agreement. He shall – at the risk of forfeiting of all rights – exercise this right within 7 working days after the traveller receives the announcement about the increase. In that case the traveller shall be entitled to cancel the agreement or an immediate restitution of already paid sums. The articles 10, 11 and 12 shall not apply.

Article 5 – Information

1. If the traveller cannot make the trip (in its entirety) because a (valid) document is missing, this and all related consequences shall be at his expense.

2. The traveller himself shall be responsible for having the required documents, for example a passport that meets all validity requirements, or, when accepted, an identity card and the possibly required visa, proof of inoculations and vaccinations, driving licence and green card.

3. The traveller shall receive information from or on behalf of the travel organiser about the possibility to conclude a cancellation insurance and a travel insurance.

Article 6 – Travel documents

1. The travel organiser shall make the required travel documents available to the traveller at the latest 10 days before the day of departure (in the event of own transport trips: before the date of arrival at the first booked accommodation), unless this cannot be required in reason from the travel organiser.

2. If the traveller still has not received any travel documents at the latest 5 working days before departure, he shall report this at once to the travel organiser or booking office.

a. When a trip is booked within 10 days before the day of departure before the date of arrival at the first booked accommodation, the travel organiser of the booking office shall state when and how the required travel documents can be made available to the traveller.

b. If the traveller has not received the travel documents, he shall report this at once to the travel organiser or booking office.

Article 7 – Changes by the traveller

1. After the agreement has been concluded, the traveller can request to make changes in the agreement. In this case the condition applies that the traveller pays the changed tour price under deduction of the already paid sums. Moreover, he can be obliged to pay the costs of change of € 14.- and any communication

costs. The decision regarding the request shall be made as soon as possible. These changes shall be introduced until 28 days before departure, insofar as possible. In that case they will be confirmed by the travel organiser in writing.

2. A rejection shall include reasons for the rejection and shall be announced to the traveller at once. The traveller can maintain the original agreement or cancel it. In the latter case article 9 shall apply. The original agreement shall be carried out if a reaction to the rejection of the request is not received from the traveller.

3. A change in the date of departure or a reduction in the number of paying passengers shall be considered to be a (partial) cancellation to which article 9 shall apply. In that case no costs for the change or communication costs have to be paid.

Article 8 – Replacement

1. The traveller can let another person replace him in good time before the start of the trip. For this the following conditions apply:

a. the other meets all conditions related to the agreement; and:

b. the request shall be submitted at the latest 7 days before departure, or in such timely fashion that the required actions and formalities can still be carried out; and:

c. the conditions of the service providers involved in the implementation do not conflict with this replacement.

2. The reporting person, the traveller and the person who replaces him shall be jointly and severally liable in relation to the travel organiser for the payment of the still payable part of the tour price, the costs for the change and the communication costs as referred to in article 7, paragraph 1 and any extra costs as a result of the replacement.

Article 9 – Cancellation by the traveller

1. Cancellation costs

If an agreement is cancelled, the traveller shall pay the following cancellation costs in the event of cancellation, in addition to any reservation costs:

a. more than 84 days before the first day of the tour 20%;

b. 84 to 42 days before the first day of the tour 30%;

c. 42 to 28 days before the first day of the tour 60%;

d. 28 days to 1 day before the first day of the tour 90%;

e. on the first day of the tour/no show 100%;

Ad.1 The percentages written above are always in % of the agreed tour price.

Article 10 – Cancellation by the travel organiser

1. The travel organiser shall be entitled to cancel the agreement due to weighty circumstances.
2. Weighty circumstances shall be taken to mean circumstances of such a nature that a further commitment of the travel organiser to the agreement cannot be required in reason.
3.
 - a. If the cause of the cancellation can be attributed to the traveller, the resultant loss shall be paid by the traveller.
 - b. If the cause of the cancellation can be attributed to the travel organiser, the resultant loss shall be paid by the travel organiser. Whether this is the case shall be decided on the basis of article 12.
 - c. If the cause of the cancellation cannot be attributed to the traveller nor to the travel organiser, parties shall bear their own loss as worked out in article 13.
 - d. If the travel organiser saves money because of the cancellation, the traveller shall be entitled to this saving with regard to his part.

Article 11 – Change by the travel organiser

1. The travel organiser shall be entitled to change the agreed service due to weighty circumstances as described in detail in article 10, paragraph 2. He / she shall inform this to the traveller within 72 hours (3 working days), after the travel organiser has been informed about the change. As from 10 days before the arrival date at the first accommodation he / she shall inform the traveller within 24 hours.
 - a. If the change concerns one of more essential aspects, the traveller can reject the change(s).
 - b. If the change concerns one of more non-essential aspects, the traveller can only reject the change if the change is at his detriment to a greater extent.
 - c. If the travel organiser saves money because of the change, the traveller shall be entitled to this saving with regard to his part.
2. In case of a change, the travel organiser shall make an alternative offer to the traveller, if possible. He shall do this within 72 hours (3 working days). A period of 24 hours (one working day) shall apply in this respect as from 10 days before departure (in the event of own transport trips: before the arrival date at the accommodation).

3. The alternative offer shall at least be equivalent. The equivalence of alternative accommodation shall be judged according to objective criteria and shall be determined according to the following circumstances stated in the replacement offer:

- the situation of the accommodation;
- the nature and class of the accommodation;
- the facilities offered by the accommodation.

When judging the above-mentioned points, the following aspects must be considered:

- the composition of the touring group;
- the special features or circumstances of the traveller(s) in question that are made known to the travel organiser and which are confirmed by him, which have been stated by the traveller(s) as being of essential importance;
- the departures from or additions to the programme required by the traveller, which have been confirmed for approval in writing by the travel organiser.

4. The traveller who makes use of this right to reject the change or alternative offer as a result of the previous paragraphs, shall notify the travel organiser within 72 hours (3 working days) after receipt of the news about the change or the alternative offer. A period of 24 hours (one working day) shall apply in this respect as from 10 days before departure (in the event of own transport trips:

- a. before the arrival date at the accommodation. In that case the travel organiser shall be entitled to cancel the agreement with immediate effect. He shall – at the risk of forfeiture – make use of this right within 72 hours (3 working days), the resultant loss shall be paid by the traveler the resultant;
- b. If the cause of the change cannot be attributed to the traveller nor to the travel organiser, parties shall bear their own loss as elaborated in article 13.
- c. If an important part of the services referred to in the agreement cannot be granted after the start of the agreed trip, the travel organiser shall see to it that appropriate, alternative schemes can be arranged in view of the continuation of the trip. See article 13 for the costs in question.
- d. If such schemes are not possible, the travel organiser shall provide an equivalent means of transport to the travellers, if necessary, which will return them to the place of departure or to a different place of return agreed with the traveller(s). See article 13 for the costs in question.

Article 12 – Liability and force majeure

1. Without prejudice to the provisions in the articles 10 and 11, the travel organiser shall be obliged to implement the agreement according to the expectations that the traveller may have in reason on account of the agreement.
2. If the trip does not proceed according to the expectations referred to in paragraph 1, the traveller shall be obliged to inform those involved as soon as possible as referred to in article 17 paragraph 1.
3. If the trip does not proceed according to the expectations referred to in paragraph 1, the travel organiser shall be obliged to compensate the possible loss of the traveller without prejudice to the provisions in articles 13, 14 and 15, unless the failure in the observance cannot be attributed to the travel organiser, nor to the party who assists him when implementing the agreement, because:
 - a. the failure in the implementation of the agreement can be attributed to the traveller; or
 - b. the failure in the implementation of the agreement could not be anticipated or could not be remedied and can be attributed to a third party who is not involved in supplying the services included in the trip; or
 - c. the failure in the implementation of the agreement can be attributed to an event that the travel organiser or party who assists him when implementing the agreement could not anticipate or remedy, with due observance of all possible due care; or
 - d. the failure in the implementation of the agreement can be attributed to force majeure as referred to in paragraph 4 of this article.

Force majeure shall be taken to mean abnormal and unforeseeable circumstances that are independent of the will of the party who invokes force majeure, and of which the consequences could not be avoided despite all precautionary measures.

Article 13 – Help and assistance

1.
 - a. According to the circumstances, the travel organiser shall be obliged to help and assist the traveller, if the trip does not proceed according to expectations that the traveller may have in reason on account of the agreement. The resultant costs shall be paid by the travel organiser, if the failure in the implementation of the agreement can be attributed to him according to article 12, paragraph 3.
 - b. If the cause can be attributed to the traveller, the travel organiser shall only be

obliged to offer help and assistance insofar as this may be required of him in reason. The costs shall then be paid by the traveller.

2. If the trip does not proceed according to the expectations that the traveller may have in reason on account of the agreement because of circumstances that cannot be attributed to the traveller or to the travel organiser, each party shall bear its own loss. For the travel organiser this loss shall include the extra deployment of employees; for the traveller this loss shall include extra accommodation and repatriation costs.

Article 14 – Exclusion & restriction liability travel organiser

1.

a. If a Treaty applies to a service included in the trip that grants or allows an exclusion or restriction of liability to the service provider, the liability of the travel organiser shall be accordingly excluded or restricted.

b. The travel organiser shall also not be liable if and insofar the traveller has been able to claim his loss on account of an insurance, for example a travel and/or cancellation insurance.

2. If the travel organiser is liable towards the traveller for loss of travel pleasure, the compensation shall at most amount to once the tour (package) price.

3. Without prejudice to the provisions in the previous paragraphs of this article, the liability of the travel organiser shall be limited to at most three times the tour (package) price for other loss than caused by death or injury of the traveller, unless it concerns intent or gross negligence of the travel organiser. In that case his liability shall be unlimited.

Article 15 – Interest and collection costs

The traveller who has not complied with a financial obligation towards the travel organiser shall have to pay the statutory interest on the still payable sum.

Furthermore, he shall be obliged to compensate extrajudicial collection costs amounting to 15 % of the claimed sum, unless this sum turns out to be unreasonable in view of the collection work and payable sum.

Article 16 – Obligations of the traveller

The traveller(s) shall be obliged to observe all instructions of the travel organiser to promote a sound implementation of the trip and shall be liable for loss caused

by his/their unpermitted behaviour, to be judged according to the criterion of the behaviour of a correct traveller. The traveller who causes or may cause hindrance or nuisance to such an extent that a good implementation of a trip is greatly complicated or may be complicated, can be excluded from (continuing) the trip by the travel organizer.

Article 17 – Complaints

1.

a. A failure in the implementation of the agreement as referred to in article 12, paragraph 2, shall be reported on the spot as soon as possible, so that a solution can be sought. For this the traveller must report to the following parties in the following order:

- the service provider in question,
- the travel management or, if they are not present or cannot be contacted, the travel organiser.

If the failure is not remedied and negatively affects the quality of the trip, it shall in any case be reported to the travel organiser.

b. If a failure is not solved satisfactorily on the spot, the travel organiser shall offer an adequate possibility to draw up the complaint in the form of a complaint in writing in the prescribed way (compliant report).

c. The travel organiser shall provide information in the travel documents regarding the procedure to be followed on the spot, the contact dates and accessibility of those involved.

d. The communication costs shall be compensated by the travel organiser, unless it turns out that they should not have been incurred in reason.

e. If the traveller has not complied with the duty to report and complaint report and the service provider or travel organiser has not been able to solve the failure as a result of this, his possible entitlement to compensation may be limited or excluded.

2.

a. If a complaint is not solved satisfactorily, it shall be submitted to the travel organiser of the booking office in writing and motivated at the latest within one month after the end of the trip or the enjoyed service or after the original date of departure. The traveller shall add a copy of the complaint report.

b. If the complaint concerns the conclusion of an agreement, it shall be submitted to the booking office within one month after the traveller has learned about the

facts to which the complaint refers.

c. If the traveller does not submit the complaint on time, it will not be dealt with by the travel organiser, unless the traveller cannot be blamed for this in reason. The travel organiser shall inform the traveller about this in writing or electronically.

d. The travel organiser shall give a substantive response in writing at the latest one month after receipt of the complaint.

Ad 1. The traveller which complaints have not been solved to his liking, shall be entitled to apply to the competent court. Only a Dutch court shall be competent to take cognisance of these disputes, unless a different court is competent due to mandatory rules.

Lemmer, the Netherlands, 28 -2 -2016

Bike Planet Tours BV

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