

General Traveller Terms and Conditions for Package Travel Agreements Cultural Cruises Europe



Cultural Cruises Europe is a brand of Boat Bike Tours B.V.

Valid for bookings as per 1 July 2018; in compliance with the Package Travel Agreement Act within the meaning of [Directive \(EU\) 2015/2302](#), as transposed into national (Dutch) law: [titel 7a, Boek 7 Burgerlijk Wetboek](#).

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Concepts and definitions

Trader: Any person who deals in travel services, and irrespective of whether acting as an organiser, retailer, travel service provider or trader facilitating a Linked Travel Arrangement (in Dutch: "GRA").

Organiser (or: tour operator): the trader who puts together a travel package and offers it directly or through another trader or the trader who is otherwise regarded as responsible for a travel package.

Retailer: trader, other than the organiser, who offers travel packages put together by the organizer.

Traveller (also: Customer): any person other than a trader who wishes to enter into an agreement on the basis of this Act or who is entitled to performance on the basis of an agreement under this Act. If a traveller enters into an agreement with a trader for and/or on behalf of other persons, and the traveller acts as the main booker/booking party, then traveller is also liable and responsible for the obligations and behaviour of his fellow travellers.

Point of sales: retail space, mobile or otherwise, or a retail website or similar online sales platform, including retail websites or online sales platforms offered to travellers as a single platform, including a telephone service.

Force Majeure: an unavoidable and extraordinary circumstance and therefore a situation that arises irrespective of the will of the party invoking it and the consequences of which could not have been avoided despite all reasonable precautions

Package travel: a combination of at least two different types of travel service for the same trip or holiday, if:

- i) those services are combined by a single trader, where appropriate upon request or at the discretion of the traveller, before concluding a single agreement covering all the services; or
- ii) those services, whether or not separate agreements are concluded with different travel service providers, are:
 1. purchased from a single point of sale and chosen before the traveller agrees to pay;
 2. offered, purchased or invoiced for a joint price or a total price;
 3. recommended or purchased under the term "package travel" or a similar term;
 4. combined after the conclusion of an agreement under which the trader allows the traveller to choose from a selection of different types of travel service; or
 5. purchased from several traders via interconnected online booking procedures, where the name, payment details and email address of the traveller are provided by the trader with whom the first agreement is concluded to another trader or traders and an agreement is concluded with the latter no later than 24 hours after confirmation of the booking of the first travel service;

unless one type of travel service is combined with one or more other tourist services that:

- do not constitute a significant part of the value of the combination, are not promoted as an essential characteristic of the combination or otherwise do not represent an essential characteristic of the combination;
- are selected and purchased only after performance of a travel service has commenced.

Linked Travel Arrangement (GRA): at least two different types of travel service that are purchased for the same trip or holiday, which do not constitute a travel package and for which separate agreements are concluded with different travel service providers, where a trader:

- i) facilitates the separate selection and payment by the traveller of each travel service during one visit to, or contact with, his own point of sale; or
- ii) facilitates the purchase of at least one additional travel service from another trader in a targeted manner, provided that an agreement is concluded with the other trader at the latest within 24 hours of the confirmation of the booking of the first travel service;

unless one type of travel service and one or more other tourist services are purchased and the latter services do not constitute a significant part of the combined value of the services and are not advertised as an essential characteristic of the trip or holiday and otherwise do not represent an essential characteristic of the trip or holiday.

Travel service: a service relating to:

- i) passenger transport;
- ii) accommodation which is not an essential part of the passenger transport and which is not intended for permanent

habitation;

- iii) hiring of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (OJEU, L 263), or motorcycles for which a category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences (OJEU, L 403) is required;
- iv) other tourist services which do not form an integral part of a travel service within the meaning of parts (i), (ii) or (iii).
- Package Travel Agreement:** (also called: booking confirmation) agreement covering the whole of the travel package or, if the travel package is provided under separate agreements, all agreements relating to travel services forming part of the travel package.

Article 1 - Introduction

- 1.1. These traveller terms are applicable to package travel agreements, which the organiser enters into with a traveller.
- 1.2. These traveller terms can also be declared applicable to single travel services, such as accommodation, car rental and shuttle bus journeys. The organiser shall explicitly state this in the offer, in such cases.
- 1.3. As a traveller you are entitled to cancel the travel agreement without having to provide a reason within 24 hours of its conclusion, unless this right is excluded in the offer by use of the term: *definitive booking*. The term traveller - in this context - refers exclusively to the main booker/booking party. You do not have a right of withdrawal in the event that the travel agreement is entered into within 8 weeks prior to departure, nor in the case of "cruise travel".
- 1.4. Working days: Monday to Friday from 9 a.m. to 5.30 p.m. CET and Saturday from 10 a.m. to 4 p.m. CET, with the exception of public holidays recognised in the Netherlands, unless the trader expressly states otherwise.

Article 2 - Information to be provided by the travel organiser

- 2.1 The organiser or, on behalf of the organiser, the retailer, has provided you with the standard information required by law and the main characteristics of the travel services prior to the conclusion of this agreement.
- 2.2. The organiser may subject the conclusion of a travel agreement to the condition that you purchase travel insurance, and may also request proof of such insurance.
- 2.3 The organiser accepts no responsibility for general information in photos, leaflets, advertisements, websites and other information carriers, if these have been drawn up or published by third parties.
- 2.4 If the offer of the organiser is available online, the details stated in this offer shall form part of the agreement, unless otherwise specified in the offer. An organiser's online offer can change quickly. If you want to be able to prove at a later stage what the offer exactly entailed, make a printout of the screen (print screen) that shows the offer of the organiser.
- 2.5 Without prejudice to the above, you shall remain responsible for obtaining additional information on passports and visa requirements from the relevant authorities, and you must also ascertain in good time before departure whether or not the information previously obtained has changed.
- 2.6 In the case of air travel, the travel organiser will inform you of the identity of the airline providing the transport as soon as it is known to the organiser. The definitive departure and arrival times for transport components will be stated in the travel documents.

Article 3 - Information to be provided by the traveller

- 3.1. You must provide all information regarding yourself and all travellers for which you have made a booking that could be of importance in the conclusion or performance of the agreement in good time, before the agreement is entered into. This shall in any event include your mobile telephone number(s) and email address(es).
- 3.2. You must indicate any details regarding your own physical and mental condition, and regarding the capacity or composition of the party you have made a booking for, which could be of importance to the proper performance of the travel package.
- 3.3. If you fail to comply with your obligations to provide information, this may result in the organiser or someone on his behalf excluding said traveller(s) from (further) participation in the travel package. In such cases, all associated costs will be charged to you.
- 3.4. You may ask the organiser to change the travel offer for medical reasons and other reasons. The organiser shall inform you of any related costs. The organiser is not required to meet such a request. If the organiser decides to do so, you must pay the costs associated with the change.

Article 4 - Confirmation/Withdrawal by the travel organiser

- 4.1. The agreement is concluded as a result of your acceptance of the offer of the organiser, including the terms and conditions declared applicable and receipt of the statutory information. Upon or immediately after conclusion of the agreement, you will receive a confirmation, and/or an invoice.
- 4.2. In the case of package travel agreements concluded by telephone, you are only bound by the agreement after the organiser has confirmed the travel package. This confirmation should be made in writing (including by email). If you make a (down) payment, it will in any case serve as proof that you have accepted the organiser's offer.
- 4.3. The organiser is entitled to terminate the travel agreement in writing within the period stated in the offer in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking. The organiser shall inform you of this at the latest:
- 20 days prior to departure for travel packages of more than six (6) days;
 - 7 days prior to departure for travel packages of two (2) to six (6) days;
 - 48 days prior to departure for travel packages of less than two (2) days.
- If you have made any (down) payments, the organiser will refund the payments within the period stated in article 4.5.
- 4.4. The offer of the organiser is free of obligation. Where necessary, the organiser may withdraw the offer, including after you have accepted the offer and after confirmation by the travel organiser. The withdrawal must take place as

quickly as possible, in any event within 24 hours (travel packages within Europe, incl. the Mediterranean Sea countries) or within 48 hours (travel packages to other destinations) after the date of acceptance, giving reasons. If you accept the offer over the weekend, the deadline for withdrawal by the organiser starts at midnight on Sunday evening CET, unless it is followed by a generally recognised public holiday, in which case the withdrawal period starts at midnight CET on the last public holiday.

4.5. In all cases where you are entitled to a refund of payments already made by you, the organizer shall do so without delay, but in any case within 14 days after the right to a refund has arisen.

4.6. Manifest errors and/or mistakes shall not be binding on the organiser. Such errors and mistakes are errors and mistakes that are or should be recognisable as such at first sight from the point of view of the average traveller.

Article 5 - Changes made by the organiser

5.1. The organiser has the right to change the travel agreement if it concerns minor changes and if he has informed you in a clear, understandable and prominent manner and in good time. You may not reject this change.

5.2. If the organiser is obliged to make a substantial change before the start of travel, he shall inform you in a clear and comprehensible manner and ask you whether you wish to accept the proposed changes or cancel the travel agreement free of charge. If the changes imply a reduction in the quality or cost of the travel package, the organiser shall at the same time make an appropriate proposal to reduce the price of the package. Significant changes are understood to mean changes in the main characteristics of the travel services within the meaning of Article 2.1.

5.3. For travel packages commencing 14 days or later after notification of the change as referred to in the previous paragraph, you must inform the organiser of your decision no later than 48 hours after receipt of the notification. For travel packages commencing within 14 days after notification, you must inform the organiser of your decision without delay and in any case within 24 hours. If you fail to communicate your decision within the set period, you will be deemed to have accepted the changes.

5.4. Up to twenty days before commencement of the travel package, the travel organiser may increase the travel sum by no more than 8%, but only if that is due to:

- an increase in fuel costs or;
- an increase in the cost price of other energy sources or;
- an increase in taxes or;
- an increase in fees for travel services included in the agreement, charged by third parties not directly involved in its implementation, including tourist taxes, landing fees and departure or arrival taxes at ports and/or airports.

The organiser may include in its additional terms and conditions that it reserves this right to increase the price even in the event of an increase in the exchange rates which are relevant to the travel package. You are entitled to a price reduction less the administrative costs actually incurred if, for the same reasons, the costs as described in this article decrease.

5.5. If the organiser increases the travel sum by more than 8% within the limits of Article 5.4, you shall have the right to reject this increase and the right to terminate the travel agreement free of charge. In that case, Articles 5.2 and 5.3 shall apply.

5.6. By way of derogation from Article 5.4, the organiser shall no longer change the travel sum from the date on which the full travel sum must have been paid in accordance with the terms and conditions of the organiser and you have actually paid the travel sum.

5.7. If you do not accept the changes and the organiser cannot offer you an alternative travel package or if you do not accept this, the organiser shall refund all amounts paid by you without delay and in any case within 14 days of cancellation. If you accept the alternative offer, you are entitled to an appropriate price reduction.

Article 6 - Help and assistance

6.1. The organiser shall offer help and assistance if you experience difficulties. This also applies to unavoidable and exceptional circumstances as a result of which the travel package does not proceed in accordance with the expectations you could reasonably have on the grounds of the agreement. This assistance shall consist of adequate information on medical services, local authorities, consular assistance and support in using communication and finding alternatives. The party responsible for the circumstances giving rise to such help and assistance shall bear the costs thereof.

6.2. In the event that these difficulties are the result of intent or negligence on your part, the costs incurred by the organiser shall also be borne by you. These costs shall not exceed the costs actually incurred by the organiser and any third parties it has engaged.

6.3. In the event that the travel package does not proceed in accordance with the expectations you could reasonably have as a result of circumstances that are attributable neither to you nor the travel organiser, each of these shall bear their own losses. For the travel organiser, these may consist, among other things, of extra staffing costs and for you these may consist, among other things, of additional accommodation and repatriation costs.

6.4. If transport forms part of the travel package and your return cannot be arranged for on the agreed date due to force majeure, you shall be entitled to a maximum of three (3) free nights in equivalent accommodation, if possible. This limitation of 3 nights shall not apply to disabled persons and their companions, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that they have informed the organiser of these special circumstances at least 48 hours before commencement of the travel package.

Article 7 - Performance of the agreement and liability organiser

7.1. The organiser is responsible for the performance of the travel agreement in accordance with the expectations that you may reasonably have on the grounds of the agreement. If a certain part cannot be performed in accordance with the agreements and you have immediately informed the organiser thereof, the organiser shall ensure that the agreement is performed in accordance with the agreements. This unless it is impossible or involves such high costs that you cannot reasonably require the organiser to do so.

7.2. Where a significant proportion of the services cannot be provided, the organiser shall ensure that suitable

alternatives of at least equivalent quality are available free of charge. During the period that the travel agreement is not performed in accordance with what you may reasonably expect on the grounds of the agreement, and also if the alternatives offered are of lower quality, the organiser shall offer an appropriate price reduction.

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

7.4. In assessing the alternative and/or the price reduction offered, account shall be taken of objective criteria which are apparent from the alternative offer. This shall include the following circumstances:

- The location of the accommodation at the destination;
- The nature and class of the accommodation;
- Any other facilities the accommodation offers.

This assessment will also take into account:

- The composition of the travel group;
- The characteristics of the traveller(s) known to and confirmed by the organiser, including the personal circumstances reported by the traveller and accepted and recorded by the organiser;

7.5. You may remedy a shortcoming and are entitled to reimbursement of necessary expenses incurred in this respect, if:

a. You have informed the organiser in good time that the travel package will not be performed in accordance with the expectations you may reasonably have and the organiser does not remedy this shortcoming within a reasonable period set by you, or if the organiser indicates that he is unable to remedy the shortcoming;

b. The shortcoming must be remedied immediately.

7.6. If the shortcoming has significant consequences for the performance of the travel package and the organiser has not remedied it within a reasonable period of time, you may terminate the agreement free of charge. In that case, you are entitled to compensation and/or a price reduction. This is without prejudice to your right, if transport is included in the travel package, to repatriation free of charge with an equivalent transport service.

7.7. The liability of the organiser for loss suffered by you shall be limited to three times the travel sum unless there is intent or deliberate recklessness on the part of the travel organiser. The organiser may not exclude or limit his/her liability for loss arising from injury to the traveller.

7.8. The organiser shall not be liable for the failure in the performance of an obligation if it is attributable to you, a consequence of unavoidable and extraordinary circumstances or attributable to a third party not engaged by the organiser in the performance of the travel services.

7.9. Where a service covered by the travel agreement is subject to a treaty or an EU Regulation, the organiser may invoke an exclusion or limitation of liability granted or allowed to a service provider as such under that treaty or Regulation. In the event of cumulation of compensation or price reduction within the meaning of this article, the organiser may offset the compensation against each other.

Article 8 - Rights of the traveller

8.1. Substitution

8.1.1. You may request that the organiser replace you with another person. This is subject to the following conditions:

- The other person complies with all the conditions to which the agreement is subject; and
- You shall submit the request no later than 7 calendar days before departure in a manner communicated in advance by the organiser, or in good time such that the organiser can still carry out the necessary actions and formalities; and
- The terms and conditions of the service providers involved in the performance do not preclude such substitution.

8.1.2. The booking party, you and the person substituting you shall be jointly and severally liable vis-à-vis the travel organiser for payment of the part of the travel sum still owed, the amendment fee, surcharges and other costs resulting from the substitution.

8.1.3. At your request, the organiser shall make these costs transparent and, if you so request, shall provide you with documents showing these costs.

8.2. Travel documents

8.2.1. The organiser shall indicate in the confirmation the time at and manner in which the organiser will make the travel documents available to you.

8.2.2. If you have not received your travel documents by the time specified by the organiser, but no later than 5 working days before departure, you must immediately inform the organiser or the retailer.

8.3 Guarantee in the event of financial insolvency

8.3.1 If the organiser is no longer able to meet his obligations due to financial insolvency, performance of a travel package by another party or a refund of the travel sum, or if the travel package has already been partially enjoyed, a proportional part thereof, shall be guaranteed.

8.3.2. If the travel package includes passenger transport, this warranty also covers your repatriation. The guarantee shall in any case cover the reasonably foreseeable costs, including the financing of accommodation pending possible repatriation and the travel sum already paid in full or in part (in advance), in accordance with the guarantee conditions of the relevant guarantee fund.

8.3.3. The organiser shall provide this guarantee by joining SGR or any other approved guarantee fund. Before concluding the travel agreement, the organiser shall communicate how and under what conditions it has taken care of this guarantee.

Article 9 - Cancellation by the traveller

9.1. You may cancel the travel agreement before the start of the travel package. If you do this, you will be obliged to compensate the organiser for the loss he suffers as a result of the cancellation. This loss amounts to a maximum of once the travel sum.

9.2. Unless the organiser agrees otherwise with you, the percentages agreed below (fixed loss) based on the time of cancellation, any expected cost savings and income the organiser obtains from still selling the cancelled travel package, in addition to any reservation costs due, shall apply:

- In case of cancellation after conclusion of the agreement, but longer than (exclusive) the 84th calendar day before the day of start of the package travel: 10% of the travel sum;
- In case of cancellation between the 84th (inclusive) calendar day until (exclusive) the 42nd calendar day before the day of start of the package travel: 30% of the travel sum;
- In case of cancellation between the 42nd (inclusive) calendar day until (exclusive) the 28th calendar day before the day of start of the package travel: 60% of the travel sum;
- In case of cancellation between the 28th (inclusive) calendar day until (inclusive) the last calendar day before the day of start of the package travel: 90% of the travel sum;
- In case of cancellation on the day of start of the package travel or later (incl. "no-show"): the full travel sum.

In this context, the travel sum is defined as the price published by or on behalf of the organiser, excluding reservation costs and insurance premiums.

9.3. If you cancel the travel agreement, you are obliged to pay these cancellation costs. If no fixed cancellation costs have been agreed, the organiser shall, at the request of the traveller, provide a justification of the cancellation costs charged.

9.4. If a travel package is composed of different parts to which different cancellation provisions apply, the specific provisions of the service provider that apply to each part shall apply. At the latest at the time of booking, the organiser shall communicate whether specific cancellation provisions apply to parts of the travel package.

9.5. If a traveller from a travel group cancels his share of a travel agreement for a joint stay in a hotel, apartment, holiday home or other accommodation, cancellation costs shall be due. The organiser shall calculate these costs on the basis of the provisions of the following paragraph.

9.6. If the size of the remaining group appears in the price table for this accommodation, the organiser shall make a proposal for an amendment to the remaining traveller(s) for the same period and in the same accommodation, appropriate to the new group size. For the traveller(s) referred to above, the travel sum shall change in accordance with the price table. The regular payment rules applied by the organiser shall apply to payment of the modified travel sum. If the modified offer is not possible or if the travellers do not accept it, the agreement for all travellers shall be cancelled and all travellers shall be charged a cancellation fee.

9.7. The total amount of cancellation fee and changed travel sums shall not exceed the total travel sum of the original travellers. The organiser shall deduct any surplus from the new travel sum.

9.8. Cancellations sent on non-working days are considered to have been received by the organiser on the next working day. Cancellations outside office hours but on a working day before opening hours are considered to be received by the organiser on this working day. Cancellations outside office hours after working hours will be deemed to have been received by the organiser on the following working day.

9.9. If unavoidable and exceptional circumstances occur at the destination or in the immediate vicinity, which have a significant impact on the performance of the travel package, and the travel package has not yet started, you may cancel the agreement free of charge and the organiser shall refund all prepaid monies. In this case, you shall not be entitled to compensation.

9.10. For travel packages to an area for which a calamity has been established by the Calamity Committee of the Dutch Calamity Fund, it is assumed that a situation exists as described in the previous paragraph. In that case, you can cancel your booking free of charge from three (3) calendar days before departure or change your booking, if possible and you wish to do so.

Article 10 - Payments

10.1. Before concluding the travel agreement, you will receive information from the organiser as to when the travel sum must have been paid (in full). The organiser may require (a) deposit(s). He shall communicate the amount of the deposit(s) before or at the time of conclusion of the travel agreement. If you have not fulfilled your financial obligations at the time specified by the organiser, you will be in default by operation of law.

10.2. In you are in default, you will be issued with a payment demand by or on behalf of the organiser, and will be given a period of seven (7) days during which still to meet your obligations.

Please be aware that If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The organiser will deduct the cancellation fee from the amounts already paid. If the departure date is within 14 days, you must pay the full travel sum at the latest two working days (48 hours) before the day of start of the package travel.

10.3. If you have not paid on time you shall owe the statutory interest on the amount due from the date of default. After receiving a demand for payment, you shall also be required to pay the extrajudicial collection costs referred to in Article 4.

10.4. The extrajudicial costs amount to a maximum of 15% in the case of a travel sum of up to €2,500; 10% of the next €2,500; 5% of the next €5,000 and 1% of the amount above this. The travel organiser may deviate from the stated amounts and percentages in your favour.

Article 11 - Further obligations of the traveller

11.1. You are required to comply with all instructions issued by or on behalf of the organiser, and are liable for damage or loss caused by your actions and/or those of your fellow travellers. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.

11.2. If you cause or may cause hindrance or nuisance to such an extent that proper performance of a travel package is or could be impeded, the organiser may exclude you from the travel package or the rest of the travel package, if you cannot reasonably expect of the travel organiser to comply with the agreement. The costs arising from this shall be borne by you.

11.3. You are required to avoid or limit any loss on your part as much as possible.

11.4. You must ascertain the exact time of departure for the return journey no later than 24 hours before the stated time of departure.

Article 12 - Complaints (procedure)

During the package travel

12.1. Without prejudice to Article 7, you must immediately report complaints about the performance of the agreement on site, so that a solution can be sought. In this context, you must report – in the following sequence – to:

1. The appropriate service provider;
2. The tour leader or, if he/she is not present or available;
3. The organiser.

12.2. In the event that the failure is not resolved, and negatively affects the quality of the travel package, you must in any event communicate this immediately – in other words, without any attributable delay – to the organiser in the Netherlands.

12.3. If a failure is not resolved satisfactorily on site, the organiser shall ensure that there is a possibility to record it in the form of a complaint (complaint report).

12.4. The organiser shall ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons involved.

12.5. In the event you fail to comply with the obligation to register a complaint in the manner indicated by the organiser, and as a result the service provider or organiser has not been given the opportunity to remedy the failure, you may lose any right to compensation (in whole or in part).

After the package travel

12.6. If your complaint has not been resolved satisfactorily, you must submit it in the prescribed manner, within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not taken place. You must enclose a copy of the complaint report, if available.

12.7. If the complaint relates to the conclusion of an agreement, it must be submitted to the booking office as quickly as possible, and in any event within two months of taking cognizance of the facts to which the complaint relates.

12.8. In event that you do not submit the complaint in good time, it will not be processed, unless you cannot reasonably be blamed for this.

12.9. The organiser shall respond to you no later than one month after receipt of the complaint.

Article 13 - Disputes

13.1. If your complaint is not resolved satisfactorily, you shall be entitled to put the case before the competent court.

13.2. The Laws of The Kingdom of The Netherlands are applicable to the agreement(s) entered into, amended or supplemented on the basis of these travel terms and conditions, unless another country's law is applicable under mandatory rules.

13.3. Netherlands courts are competent to hear such disputes, to the exclusion of courts in all other countries, unless another country's courts are competent under mandatory rules.