



GENERAL TRAVEL TERMS

Life of Gini – Concious & Connected Travel

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1 Article 1 - Definitions

Organizer: Life of Gini registered under Chamber of Commerce number 92715400.

Traveller: any person who wishes to enter into an agreement with The Organiser in relation to a trip and any person who has the right to travel on the basis of the agreement.

Travel service: the services that are part of the trip, such as passenger transport, car rental, accommodation and excursions.

Travel service provider: the service provider that performs a part of the Trip, such as accommodation providers, carriers, third-party guides, etc.

Agreement: the agreement that relates to the booked trip, including these terms and conditions.

In writing: in writing or by electronic means, including by e-mail.

Terms and Conditions: these terms and conditions.

Package holiday: a package within the meaning of the law.

Travel: a Package or if the Terms have been declared applicable to it, a one-way Travel Service.

Working days: Monday to Friday, excluding public holidays recognised in the Netherlands, during working hours (09:00-17:00 CET).

2 Article 2 - Applicability of conditions

2.1 Package holidays

These terms and conditions apply to all packages offered by the organiser or agreed with the organiser.

2.2 Travel services

These conditions may also apply to travel services which do not constitute a package. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel contracts, does not apply in that case. These travel services are not protected in the event of the insolvency of the organiser, unless it is explicitly stated in the offer which party provides cover and this follows from the warranty or insurance conditions.

2.3 Deviating and additional terms and conditions

Deviating and additional terms and conditions must be agreed in writing and take precedence over these terms and conditions.

The Booking

3 Article 3 - Conclusion of the Agreement

3.1 Content of the offer

The offered trip only includes the services and facilities that are explicitly described in the offer and publications of the organizer. Information contained in publications of travel service providers is not part of the offer, regardless of whether a link to it is included in the offer of the organizer. The stated travel duration is indicated in whole days, with the day of departure and arrival being counted as whole days.

3.2 Non-binding offer

The offer of the organiser is without obligation and can be revoked by the organiser after acceptance until 17:00 of the next working day.

3.3 The Booking

The agreement is concluded as soon as the traveler accepts the offer of the organizer and subject to availability of the trip.

3.4 Manifest errors

Obvious errors in the offer are not binding on the organiser. If there is reason for doubt, the traveller should make enquiries.

3.5 Preferences

No rights can be derived from preferences communicated by the Traveller, unless the Organiser has confirmed in Writing that it meets the preference. The mere mention of preference on travel documents and the booking confirmation is not sufficient for this purpose.

3.6 Special requirements

If the Traveller makes medical requirements or other compelling interests known to the Organiser as a 'requirement' at the time of booking, the Organiser will assess whether the Organiser can meet them. If the Organiser is unable or unwilling to comply with the requirements, the Agreement will not be concluded. The Promoter may make a price change in relation to the requirements indicated.

3.7 Confirmation of the booking

The Organiser will send a booking confirmation after booking the trip and checking availability.

3.8 Revocation by traveller

A booking of the Trip is final. The Traveller has no right to withdraw from the Agreement.

3.9 Minors

The Traveller who books the trip must be of legal age.

3.10 Booking for other Travellers & communication

The Traveller who books for other Travellers is jointly and severally liable for all obligations arising therefrom. The other Travellers are each liable for their own share. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Traveller making the booking. The Traveller who books the Trip for others is obliged to provide relevant personal circumstances of those other Travellers when booking. The Traveller who books the Trip for others is obliged to provide those other Travellers with these Terms and other relevant communications. The Traveller who books the trip indemnifies the Organiser against damage as a result of non-compliance with the above obligations.

Information

4 Article 4 - Information by the Organiser

4.1 Trip price

Prices are per person, unless explicitly stated otherwise.

4.2 Information provided by the Organiser at the time of booking

At the time of booking or immediately afterwards, the Organiser will provide the Agreement to the Traveller, including the accepted preferences of the Traveller and information about the required travel

documents (passports, visas, etc.) and any formalities in the field of health, which is tailored to the Dutch nationality.

4.3 Travel documents

The Traveller must have the necessary travel documents, such as a passport, visa, vaccination certificates, etc., during the Trip. In view of the great importance of this, the Traveller must check with the official authorities whether the information is complete and up-to-date. Before booking the Trip, the Traveller must check whether there is sufficient time to obtain the necessary travel documents. If the Traveller is unable to make the Trip or cannot complete it due to the lack of the correct travel documents, the costs will be borne by the Traveller.

4.4 Travel documents

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveller no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveller has not received the travel documents 5 days before departure, he must inform the Organiser immediately.

4.5 Insurance Information

The Organiser draws the Traveller's attention to the possibility of taking out cancellation insurance and travel insurance. The Organiser may require such insurance if the Traveller has been informed of this prior to booking.

5 Article 5 - Information by the Traveller

5.1 Relevant information from the Traveller(s)

Before booking, the booking Traveller must provide all relevant information about the registered Travellers. In particular, information that may affect the health or safety of the Traveller or others. If the information provided is incorrect or incomplete, the Traveller may be excluded from participation. The Traveller will then owe the cancellation costs in accordance with Article 9 paragraph 2. Other costs are also borne by the Traveller.

5.2 Reduced mobility, pregnant women and illness

Passengers with reduced mobility and their companions, pregnant women and Travellers with an illness that may have an effect on the Trip must report this to the Organiser when entering into the Agreement or in any case as soon as possible after the Traveller has become aware of it, in connection with any consequences for the Trip and in particular air transport. These Passengers must verify with the carrier whether a medical certificate is required to travel.

Before the trip

6 Article 6 - Payment

6.1 Deposit

The deposit is 30% of the travel sum plus the full amount of any transport tickets (plane, train or other). The deposit must be received within 14 days of booking.

6.2 Arrears

The remainder of the travel sum must be paid no later than 6 weeks before the start of the Trip. When booking within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after booking. In any case, the full payment must be received before the start of the Trip.

6.3 Verzuim en rente

If the Traveller does not pay within the agreed period, the Traveller will be in default without further notice of default being required and the statutory interest will be due on the outstanding amount.

6.4 Collection costs

The Traveller must pay extrajudicial collection costs if he has not paid within the final payment term set by a Written Reminder. The extrajudicial collection costs are: 15% of the claim up to €2500, 10% of the subsequent €2500, 5% of the subsequent €5000 and 1% of the excess.

6.5 Further consequences of non-payment

As long as the Traveller has not paid, the Organiser can keep the travel documents in their possession. If payment is not made even after a reminder or if payment has not been made before the start of the trip, the Organiser may exclude the Traveller from participation. The obligation to pay remains. Instead of excluding the Traveller from participation, the Organiser may cancel the Agreement and charge the Traveller for the cancellation costs as stipulated in Article 9, paragraph 2.

7 Article 7 - Substitution

7.1 Terms & Notice

A Traveller may transfer the Trip to another person. The other person must meet all the conditions attached to the Trip. Assignment is only possible to the extent permitted by the terms and conditions of the Travel Service Provider concerned. If airline tickets are part of the Trip, transfer of the flight tickets is often not possible. Transfer of the Trip is then possible if - at the expense of the Traveller -

new flight tickets are booked. The Traveller requests the Organiser to substitute the person no later than 7 days before the Trip.

7.2 Joint and several liability and additional costs

The Traveller and the person taking over the Trip are jointly and severally liable for the payment of the travel sum and additional costs arising from the substitution, including change costs.

8 Article 8 - Modification at the request of the Traveller

8.1 Change

The Traveller who has booked the Trip may request the Organiser to amend the Agreement. The Organiser is not obliged to do so. The Organiser will inform the Traveller of the new travel sum. If the Traveller agrees to the costs of the change, the new travel sum and change costs are due. If the new travel sum is lower than the original travel sum, the difference will be deducted from the change costs due.

8.2 Change of departure date

Unless the Organiser indicates that there is a rebooking, the change of departure date constitutes the cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of Article 9 applies to the cancelled agreement.

9 Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Traveller may cancel the booking before the start of the Trip. Cancellation must be made in Writing. The date on which the cancellation is received by the Organiser shall be deemed to be the moment of cancellation. In case of receipt after 17:00 or outside of Working Days, the next Working Day will be considered as the date of receipt.

9.2 The cancellation diet

If a flight is included in the Trip, the Traveller will owe the following amounts in the event of cancellation:

- a) up to and including 56 days before the day of departure: the cancellation costs of the flight + 20% of the remaining part of the travel sum;
- b) from 55 days up to and including 22 days before the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- c) from 21 days up to and including 7 days before the day of departure: the cancellation costs of the flight + 75% of the remaining part of the travel sum;
- d) from 6 days before departure: 100% of the travel sum.
- e) If no flight is included, the Traveller will owe the following amounts:
 - 1) up to and including 56 days before the day of departure: 20% of the travel sum;
 - 2) from 55 days up to and including 22 days before the day of departure: 50% of the travel sum;
 - 3) from 21 days up to and including 7 days before the day of departure: 75% of the travel sum;
 - 4) from 6 days before departure: 100% of the travel sum.

9.3 Reduction in the number of passengers

If the number of Travellers is reduced within a single booking, the Organiser may, at its option, charge the following cancellation costs:

- a) the standard cancellation fees referred to in paragraph 2 of this article, or;
- b) the entire travel sum of the cancelled person minus the cost savings resulting from the cancellation.

9.4 Cancellation costs in case of cancellation after a rebooked trip

It is possible that the Traveller and Organiser rebook the trip to a later time. If the Traveller cancels the rebooked trip, the cancellation fee will be at least the amount that would have been due if the cancellation had been made on the date of the rebooking.

9.5 Travel credits issued out of goodwill

If a Trip has been cancelled by the Traveller and a travel credit is granted out of goodwill, the following applies (unless other conditions are communicated by the Organiser):

- The travel credit must be spent within one year of the travel credit being issued.
- The new trip must have commenced within two years of the travel credit being awarded.
- the travel credit is tied to the Traveller and is not transferable.
- the travel credit can only be used for the same Trip at a later time.
- if the trip is more expensive at a later time, the price difference will be passed on to the Traveler.
- if the Traveller cancels the Trip booked with a travel credit granted out of goodwill, the travel credit will expire.

10 Article 10 - Price change

10.1 Price change

The Organiser may increase the travel sum up to 20 days before the start of the Trip as a result of price changes in:

- Cost of fuel or other energy sources, or;
- Taxes or fees of third parties not directly involved in the execution of the Trip.

The Organiser may include in the Agreement that it may increase the travel sum up to 20 days before the start of the Trip due to changes in exchange rates. The Agreement shall include the method of price recalculation on the basis of the exchange rate.

10.2 Termination by Traveller

If the price increase amounts to more than 8% of the travel sum, the Traveller can terminate the Agreement and the Traveller will receive a refund of the travel sum paid.

10.3 Reduction

If the right to a price increase has been agreed, the Traveller has a corresponding right to a price reduction. An administration fee of 30 euros will be deducted from the amount due to the Traveller.

11 Article 11 - Modification by the Organiser

11.1 Alterations

The Organiser may unilaterally make minor changes to the Trip before the start of the Trip. The Traveller will be informed of this.

11.2 Radical changes

If necessary, the Organiser may substantially change the main characteristics before the start of the Trip. This also includes offering an alternative Trip. The Traveller may accept the change or terminate the Agreement without payment of cancellation fees. Upon termination, the travel sum paid by the Traveller will be refunded. The Organiser may set the Traveller a reasonable period within which the Traveller must make his choice clear. If the Agreement is not terminated within the stipulated period, the amendment will be deemed to have been accepted and the right to terminate will lapse.

12 Article 12 - Cancellation by the Organiser

12.1 Cancellation due to minimum numbers

The Organiser may cancel the Agreement before the start of the Trip if the number of registrations is less than the minimum number stated in the Agreement and the Traveller is informed, at the latest:

- 20 days before the start of the Trip

12.2 Annulation due to force majeure

The Organiser may cancel the Agreement before the start of the Trip if the Organiser is unable to perform the Agreement due to unavoidable and extraordinary circumstances.

12.3 Reimbursement of travel sum paid – no compensation

In the above cases, the Organiser will refund any amounts already received within 14 days and no compensation will be due. Costs incurred by the Traveller for services that fall outside the scope of the Agreement such as vaccinations, visas, purchase of materials, insurance and, if not included in the Trip, airfare, tickets, accommodation, etc., will not be reimbursed.

12.4 Cancellation due to the Traveller's fault

If the Traveller does not meet the predetermined participation requirements or if incorrect or incomplete information about the Traveller has been provided, the Organiser may cancel the Agreement. The Traveller will then owe cancellation costs as stipulated in (Article 9 paragraph 2).

Performance of the service

13 Article 13 – Responsibility and shortcomings

13.1 Good Execution of the Trip

The Organiser is responsible for the performance of the agreed Travel Services, regardless of whether they are performed by the Organiser itself or by another Travel Service Provider. The Organiser must perform the Agreement in accordance with the expectations that the Traveller could reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

13.2 Changes to itinerary and travel times

The Organiser will inform the Traveller of any changes to the itinerary. If the Organiser is not aware of the place of stay, the Traveller will only be informed at the e-mail address or mobile phone number known to the Organiser.

13.3 Traveller's duty to complain

In line with Article 17 (complaints), the Traveller shall immediately notify the Travel Service Provider and the Organiser of any defects or problems in the performance of the Travel Services.

13.4 Solution by the Organizer

The Organiser will ensure that shortcomings are remedied. A deficiency does not have to be remedied if it is impossible or involves disproportionate costs.

13.5 Compensation

If the shortcoming cannot be resolved, the Organiser (or Travel Service Provider) will consult with the Traveller and, where appropriate, the Traveller can arrange compensation or alternative. The Traveller is not entitled to compensation or an alternative if the shortcoming is attributable to the Traveller.

14 Article 14 - Help and assistance

14.1 Mandatory assistance

The Organiser shall provide the Traveller with assistance and assistance if the Traveller is in difficulty, in particular by providing proper information on medical services, local authorities and consular assistance and by assisting the Traveller in the use of remote communication and in finding alternative travel arrangements.

14.2 Cost

The Organiser will charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence on the part of the Traveller.

Liability

15 Article 15 - Attribution, force majeure and exclusions of liability

15.1 Attribution & Force Majeure

The Traveller is not entitled to compensation for damage incurred by the Traveller as a result of a shortcoming attributable to:

- a) the Traveler;
- b) third parties who are not directly involved in the execution of the Agreement and the shortcoming could not have been foreseen or prevented, or;
- c) unavoidable and extraordinary circumstances.

15.2 Exclusion of liability

Any liability of the Organiser for damage is limited to three times the travel sum, unless the damage follows from the death or personal injury of the Traveller or the damage is caused by intentional or negligent acts of the Organiser.

15.3 Exclusion of liability under treaty or EU regulation

If the Organiser is liable for any damage, including damage resulting from the death or personal injury of the Traveller, such liability shall be limited or excluded to the limits permitted by the relevant international conventions and/or EU regulations relating to the individual Travel Services.

15.4 Insured damage

The Organiser is not liable for damage that is covered by insurance, such as healthcare, travel, event or cancellation insurance.

15.5 Birthday

Any claim by the Traveller for compensation for damage and other claims by the traveller expire two years after the Trip has taken place. If the Trip did not take place, the statute of limitations expires two years after the planned date of commencement.

15.6 Lapse of rights

Without prejudice to the limitation period and the obligation to complain in a timely manner, any claim by the Traveller for compensation for damage expires three years after the start date of the Trip.

15.7 No double compensation

The Traveller is not entitled to double compensation. If the Traveller is entitled to compensation under international treaties or EU regulations, the Traveller will not also receive compensation under this Agreement.

Traveller's obligations

16 Article 16 - Obligations of the traveller

16.1 Behaviour and follow-up of instructions

The Traveller must behave as a reasonably acting Traveller and is obliged to follow all instructions given by the Organiser and the Travel Service Providers.

16.2 Consequences of non-compliance – exclusion from participation

In the event of non-compliance with instructions or in the event that a Traveller causes nuisance, the Organiser/Travel Service Provider may partially or completely deny the Traveller further participation in the Trip. In that case, the Traveller is not entitled to a refund of funds. Any further costs incurred as a result will be borne by the Traveller.

16.3 Warning

Before the Traveller is excluded from participation, the Traveller will first receive a verbal or written warning. A warning is not required if it is not appropriate given the circumstances.

16.4 Traveller's liability and indemnification

The Traveller is liable for damage caused by his conduct, failure to comply with the obligations in this article or damage that is otherwise attributable to him. The Traveller indemnifies the Organiser against claims from Travel Service Providers involved in the Trip, other Travellers or third parties for damage caused by the Traveller or attributable to him.

16.5 Check the time of return trip

The Traveller must verify the exact time of departure no later than 24 hours before the scheduled start of the return journey.

16.6 Formal health requirements

The Traveller must comply with all health requirements applicable at the destination (and transit countries). Governments can change these requirements without notice. The consequences of these changes fall within the Traveller's sphere of risk.

16.7 Measures by Travel Service Providers

Travel Service Providers may take all reasonable measures and require cooperation from Travellers, including to prevent and combat calamities, to limit health risks, to prevent damage or to comply with government regulations. In the event of non-compliance with the measures or instructions, the Traveller may be denied the Travel Service and access.

16.8 Materials

The Traveller must handle the materials provided with care. Upon receipt, the Traveller must check these matters and report defects immediately. The Traveller is liable for damage, loss or theft of the material provided.

Miscellaneous

17 Article 17 - Complaints

17.1 Information

The Organiser will provide the contact details for emergencies before the start of the Trip.

17.2 On-site reporting

If the Traveller believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that they can offer a solution. If the tour guide of the Organiser is on site, the complaint must also be reported immediately to the tour guide. If there is no tour guide on site, the complaint must also be reported to the Organiser. This notification can be made by e-mail.

17.3 Communication costs

The Traveller must limit any communication costs by using calls via the internet, WhatsApp and e-mail, among other things.

17.4 Report unresolved complaint after return

All complaints that, according to the Traveler, have not been fully remedied or compensated during the Trip, must be submitted to the Organizer within two months of the Trip, in Writing and with reasons.

17.5 Consequences of not reporting the

shortcoming or complaint or not reporting it in a
timely manner

Failure to complain or late submission in accordance with paragraph 2 (On-site notification) of this article may affect the amount of any compensation, unless the interests of the Organiser have not been harmed by the failure to complain in time. Complaints that are not received in time after return will not be processed, unless this is not reasonable in the circumstances of the case.

18 Article 18 - Miscellaneous

18.1 Rights of third parties

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

18.2 Substitute provisions

If mandatory law precludes the validity of a provision in these Terms and Conditions or if a provision is annulled, that provision will be deemed to have been converted into a valid provision that comes as close as possible to the original intention in terms of content and scope.

18.3 Governing Law

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law.

If the consumer resides outside the Netherlands at the time of booking, the following applies:

Despite the choice of law, the consumer is entitled to the protection afforded to him by the mandatory law of the country of his domicile if (cumulatively):

- the Organiser directed the commercial activities for the agreed Trip to the consumer's country of residence, and;
- the agreed travel services are provided in whole or in part in that country.

18.4 Competent court

The court within whose area of operation the Organiser's registered office is located has exclusive jurisdiction to hear disputes regarding the Agreement and everything related thereto, unless this is contrary to mandatory law. In addition, the Organiser is permitted to sue the Traveller in its place of residence.