

Travel Terms and Conditions srprs.me

as of February 1st 2017

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Article 1: Introduction

1. These travel terms and conditions are applicable to travel agreements, as defined in law, which the travel organiser enters into with one or more travellers.
2. These travel terms and conditions can also be declared applicable to other travel services, such as accommodation, car rental and shuttle bus journeys. This must be stated explicitly in the offer, in such cases.
3. The traveller is entitled to withdraw the travel agreement without having to provide a reason within 24 hours of its formation, 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/notifier. The traveller is not entitled to withdraw in the event that the travel agreement is entered into within 8 weeks prior to departure, nor in the case of "cruise travel".
4. The standard ANVR-Travel and Booking terms and conditions have been revised on certain points by srprs.me in consultation with ANVR. The core of the provision of services by srprs.me is keeping the destination of the booked trip a

surprise for the traveller. These adjustments are needed to create clarity and certainty about the services provided by srprs.me. In respect to the standard ANVR-Travel and Booking terms and conditions articles 2.6 and 8.2b have been revised.

Article 2: Information provided by the travel organiser

1. The travel organiser will make it known when the travel sum must be paid (in full) before the travel agreement is entered into. The travel organiser can require a deposit payment, the level of which the travel organiser must make known before the agreement is entered into.
2. The travel organiser can subject the conclusion of a travel contract to the condition that the traveller take out travel insurance, and can also request proof of such insurance.
3. The travel organiser accepts no responsibility for general information in photos, folders, advertisements, websites and other information carriers, if these have been drawn up or published by third parties.
4. If the travel package offered is included in a publication (including internet publication) of the travel organiser, the details stated in this form part of the contract, unless otherwise indicated.
5. The travel organiser must provide the legally stipulated information no later than at the time of formation of the agreement. The traveller him/herself is responsible for obtaining the necessary additional information from the applicable authorities with regard to passports and visa obligations, and to ascertain in good time before departure whether or not the information previously obtained has changed.
6. In the case of air travel, the identity of the airline providing the transport will be notified to the traveller as soon as the traveller chooses to discover the destination of the booked srprs.trip using the by srprs.me provided scratchcard.

Article 3: Information provided by the traveller

1. The traveller must provide all information regarding him/herself and the travellers for which he/she has made a booking which could be of importance in the conclusion or realisation of the contract in good time, before the agreement is entered into. This must in any event include his/her mobile telephone number(s) and email address(es).

2. The traveller must indicate any details which could be of importance to the good realisation of the travel package by the travel organiser regarding his or her own physical and mental condition, and regarding the capacity or composition of the party for which he/she has made a booking.
3. If the traveller does not comply with his/her obligations to provide information, this could result in said traveller(s) being excluded from (further) participation in the travel package. In such cases, all costs associated with this will be charged to the traveller.
4. The traveller can ask the travel organiser to change the travel offer for medical reasons and other reasons. The travel organiser is not required to meet such a request, but if the travel organiser does meet it, the traveller must pay the costs associated with the change.

Article 4: Confirmation/Withdrawal by the travel organiser

1. The contract is realized as a result of acceptance by the traveller of the offer of the travel organiser, including the terms and conditions declared applicable. After the contract is realized, the traveller will receive confirmation of this, and/or an invoice, as quickly as possible.
2. The travel 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.
3. The offer of the travel organiser is free of obligation, and can, if necessary, be withdrawn by the travel organiser, including after acceptance of the offer by the traveller and, as appropriate, after confirmation by the travel organiser. Withdrawal due to a correction of errors in the calculation of the travel sum or of other errors is permitted. The withdrawal must take place as quickly as possible, in any event within 24 hours (travel packages in Europe and the Mediterranean Sea countries) or within 48 hours (travel packages to other destinations) after the date of acceptance, giving reasons. If the traveller accepts the offer over the weekend, the deadline for withdrawal by the tour operator starts at midnight on Sunday evening. In such cases, the traveller is entitled to prompt reimbursement of any amounts paid.
4. Manifest errors and/or mistakes are not binding on the travel organiser. Such errors and mistakes are errors and mistakes which are or should be recognisable as such at first sight from the point of view of the average traveller.

Article 5: Changes instigated by the travel organiser

1. The travel organiser can only change the travel agreement as a result of serious circumstances, which the travel organiser must notify the traveller of immediately. The traveller can only reject the change if the change does cause a disadvantage to the traveller which is of more than slight significance.
2. The travel organiser can also change an essential point in the travel agreement as a result of serious circumstances, which the travel organiser must notify the traveller of immediately, in other words without any culpable delay on the part of the travel organiser. The traveller can refuse this change.
3. Up to twenty days before commencement of the travel package, the travel organiser can increase the travel sum in the context of changes to the transport costs (including fuel costs) or the taxes and levies owed. In the event of application of this provision, the travel organiser will indicate how the increase has been calculated. The traveller can reject the increase.
4. As of the date on which the full travel sum must be paid according to the terms and conditions of the travel organiser and has also actually been paid, the travel organiser will no longer increase the travel sum, contrary to the provision in paragraph 3.
5. In the event of a change to the agreement on an essential point, the travel organiser will immediately make an alternative offer to the traveller, if possible. The alternative offer must be equivalent. The equivalence of alternative accommodation must be evaluated on the basis of objective standards.
6. Following a rejection as referred to in paragraphs 2 and 3, the travel organiser can terminate the travel agreement. The traveller will be entitled to reimbursement or remission of the travel sum, or a proportionate part of it if usage of the travel package has already partly taken place. The traveller will have the same right if he/she rightly has rejected a change which has caused a disadvantage to the traveller which is of more than slight significance.
7. A. If the cause of the change can be attributed to the travel organiser, the loss of the traveller arising from this will be borne by the travel organiser.
B. If the cause of the change can be attributed to the traveller, the loss arising from this will be borne by the traveller.
C. If the cause of the change cannot be attributed to either the traveller or the travel organiser, each of the parties will bear their own losses.
8. The travel organiser is required to notify the traveller of a change to the departure time. With regard to the return journey of travellers who booked only

transport and/or whose accommodation address is unknown, the travel organiser will make reasonable efforts to inform them about this change.

Article 6: Help and assistance

1. Depending on the circumstances, the travel organiser is required to provide the traveller with help and assistance if the travel package does not proceed in accordance with the expectations which the traveller could reasonably have on the grounds of the contract. The costs arising from this shall be borne by the travel organiser if the failure in the performance of the contract is attributable to the travel organiser.
2. In the event that the cause is attributable to the traveller, the travel organiser is only required to provide help and assistance inasmuch as this can reasonably be expected of it. In such cases, the costs will be borne by the traveller.
3. In the event that the travel package does not proceed in accordance with the expectations which the traveller could reasonably have had as a result of circumstances which are attributable neither to the traveller nor the travel organiser, each of these will bear their own losses. For the travel organiser, these will consist, among other things, of extra staffing costs; for the traveller these will consist, among other things, of additional accommodation and repatriation costs.

Article 7: Liability of travel organiser

1. The liability for loss suffered by the traveller is limited to three times the travel sum unless the travel organiser itself is performing the service and/or in the event of intent or deliberate recklessness on the part of the travel organiser. The travel organiser cannot exclude or limit his/her liability for loss arising from the death of or injury to the traveller
2. A failure in the performance of an obligation which can be attributed to the travel organiser results in an obligation on the travel organiser to reimburse a disadvantage other than financial loss, inasmuch as this failure caused loss of travel enjoyment. This payment will be a maximum of one times the travel sum.
3. In the event that a service included under the travel agreement is subject to a Convention or an EU regulation, the travel organiser can invoke an exclusion or limitation of liability which is granted to or exists for a service provider as such under said convention or regulation.

4. The travel organiser is also not liable if and inasmuch as the traveller has been able to recover his/her loss under an insurance policy entered into by the traveller, such as a travel insurance and/or cancellation insurance policy.

Article 8: Rights of the traveller

1. Substitution

- a. The traveller can request that the travel organiser replace him/her with another person. This is subject to the following terms and conditions:
 - i. the other person complies with all the conditions to which the contract is subject; and
 - ii. the request is submitted no later than 7 calendar days before departure, or in good time such that the necessary actions and formalities can still be carried out; and
 - iii. the terms and conditions of the service providers involved in the fulfilment do not preclude such substitution.

In the event that the request cannot be granted, the travel organiser will notify the traveller to this effect, giving reasons.

- a. The booking party, the traveller and the person substituting for the traveller are jointly and severally liable vis-à-vis the travel organiser for payment of the part of the travel sum still owed, the amendment fee and any additional costs resulting from the substitution.

2. Travel documents

- a. The travel organiser will indicate in the confirmation the time at and manner in which the travel organiser will make the travel documents available to the traveller.
- b. If the traveller has not received any travel documents by the time specified by the travel organiser, and no later than 2 working days before departure, he/she must notify the travel organiser or the booking office to this effect immediately.

Article 9: Termination by the traveller

1. The traveller can terminate the travel agreement. If the traveller does so, he or she will be required to reimburse the travel organiser for the loss the travel organiser suffers as a result of the termination. This is a maximum of one times the travel sum. .
2. The travel organiser can set this loss at fixed percentages of the travel sum, depending on the time of termination (cancellation costs). The travel organiser must make these percentages known to the traveller prior to entering into the travel agreement. .
3. A traveller who cancels the travel agreement will be required to pay these cancellation costs, unless the traveller can make a plausible case that the loss of the travel organiser is lower. In such cases, the travel organiser will charge this lower loss. The term loss refers to loss suffered and loss of profits.
4. Travel packages to an area for which a for which a “Dekkingsbeperking” (cover restriction) is applicable as determined by the Calamity Committee of the Calamity Fund, or an “Uitkeringsvatbare situatie” (payout eligibility situation), can be terminated by the traveller as of 30 calendar days before departure at no cost, and if possible and desired, rebooked.

Article 10: Payment

1. A traveller who has not complied with his or her financial obligations by the moment stated by the travel organiser (article 2.1) will be in default by the operation of law.
2. In the event of non-payment or late payment, the traveller will be issued with a payment demand by or on behalf of the travel organiser, and will be given a period of 14 days during which still to meet his or her obligations. If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The cancellation fee will be deducted from the amounts already paid.
3. A traveller who does not pay in good time will owe the statutory interest rate on the remaining amount owed. After receiving a demand for payment, the traveller will also be required to pay the extrajudicial collection costs referred to in paragraph 4.
4. The extrajudicial costs amount to a maximum of 15% in the case of a travel sum of up to €2500; 10% of the next €2500; 5% of the next €5000 and 1% of the amount above this. The travel organiser can deviate from the stated amounts and percentages to the advantage of the traveller.

Article 11: Obligations of the traveller

1. The traveller is required to comply with all instructions issued by or on behalf of the travel organiser, and is liable for damage or loss caused by his or her actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.
2. A traveller who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a travel package is or could be impeded may be excluded from the travel package or the rest of the travel package by the travel organiser, if it cannot reasonably be expected of the travel organiser that the contract be complied with. The costs arising from this will be borne by the traveller.
3. The traveller is required to avoid or limit any loss as much as possible.
4. Each traveller 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

During the travel package

1. Complaints about the performance of the agreement must be notified as quickly as possible on site, so that a solution can be sought. In this context, the traveller must report – in the following sequence – to:
 - a. the appropriate service provider;
 - b. the holiday representative or, if he/she is not present or available;
 - c. the travel organiser..
2. In the event that the failure is not resolved, and negatively affects the quality of the travel package, this must in any event be notified immediately – in other words, without any attributable delay – to the travel organiser in the Netherlands.
3. If a failure is not resolved satisfactorily on site, the travel organiser will ensure that there is a possibility to record it in the form of a complaint (complaint report).
4. The travel organiser will ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons in question.

5. In the event that the traveller has not complied with the obligation to register a complaint in the manner indicated by the travel organiser, and as a result the service provider or travel organiser have not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded. .

After the travel package

1. If a complaint has not been resolved satisfactorily, it must be submitted 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 gone ahead. The traveller must enclose a copy of the complaint report with this, if available.
2. If the complaint relates to the realization of a contract, it must be submitted to the booking office as quickly as possible, and in any event within two months of the traveller taking cognizance of the facts to which the complaint relates.
3. In event that the traveller does not submit the complaint in good time, it will not be processed, unless the traveller cannot reasonably be blamed for this.
4. The travel organiser will issue a substantive response no later than one month after receipt of the complaint.

Article 13: Disputes

1. A. If a complaint is not resolved satisfactorily in good time, the traveller can, if he/she wishes, bring the dispute before the Geschillencommissie Reizen (Travel Disputes Committee), Postbus 90600, 2509 LP, Den Haag (www.sgc.nl) no later than twelve (12) months after he/she submitted his or her complaint to the travel organiser or the booking office in accordance with Articles 12.6 or 12.7. The Committee only processes complaints from natural persons who are not acting in the performance of a profession or operation of a business.
B. The Disputes Committee issues rulings subject to the conditions set down in the appropriate regulations. The decision of the Disputes Committee is in the form of an advice binding on the parties. A fee is payable for processing a dispute.
1. All rights of claim will lapse one year after the end of the travel package (or, if the travel package did not take place, one year after the original date of departure).

2. A. A traveller who does not wish to make use of the binding advice procedure referred to in the previous paragraph is entitled to put the case before the competent court.
B. Netherlands law is applicable to the contracts entered into, amended or supplemented on the basis of these travel terms and conditions, unless another country's law is applicable under mandatory rules.
C. 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.

Article 14: Compliance guarantee

1. The ANVR guarantees compliance with the binding recommendations of the Travel Disputes Commission by its members, unless the member brings the binding recommendation before the court for setting aside within two months of the recommendation being sent. This guarantee will be restored if the binding recommendation is upheld by the court, and the judgment stating this becomes final.
2. The guarantee of the ANVR is limited to €10,000 per binding recommendation. The ANVR issues this guarantee subject to the condition that a traveller invoking this guarantee transfer (cede) his/her claim on the grounds of the binding recommendation up to a maximum of the amount paid to the ANVR at the same time as his/her invocation of compliance guarantee is honoured.
3. The ANVR will not provide any compliance guarantee if one of the following situations occurs before the dispute has been heard by the Travel Disputes Commission and a final decision has been pronounced:
 - a. the member has been granted protection from its creditors; or
 - b. the member has been declared bankrupt; or
 - c. the business activities of the member have effectively been terminated.

The latter situation is determined by the date on which the business termination is registered in the Trade Register, or by an earlier date at which the ANVR can plausibly show that the business activities were effectively terminated.

4. Application of the compliance guarantee is subject to the requirement that the traveller invoke it in writing to the ANVR (www.anvr.nl).

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