



ANVR B2B Terms and Conditions

Article 1 Applicability

- 1.1 These General Terms and Conditions will govern the legal relationship between the travel company on the one hand and its customers on the other hand.
- 1.2 For purposes of distinguishing the applicability of these Terms and Conditions on the one hand and the ANVR Travel and/or Booking Terms and Conditions on the other hand, if the customer is a legal entity or a natural person acting while practising a profession or operating a business, only these Terms and Conditions will apply.
- 1.3 These Terms and Conditions and the exclusions and/or limitations of the travel company's liability included in them are also for the benefit of the employees, servants, agents and intermediaries of the travel company.
- 1.4 The applicability of the general terms and conditions applied by the customer is hereby expressly excluded.
- 1.5 If and insofar as one or more provisions of these Terms and Conditions are contrary to mandatory statutory provisions, the latter provisions will be deemed to replace the provisions concerned or a portion of the provisions of the Terms and Conditions, without prejudice to the validity of the other provisions of these Terms and Conditions.

Article 2 Definitions

- 2.1 A **travel company** may act in the capacity of travel agent (2.1(a)) or travel organizer (2.1(b)).
- a. A travel agent (or intermediary) is a party which, in operating its business, furnishes information and advice regarding travel, in the broadest sense of the word, as well as brokers travel contracts between customers and service providers.
 - b. A travel organizer is a party which, in operating its business and in its own name, offers organized travel packages and, in that connection, concludes a contract with the customer in which it undertakes vis-à-vis the customer to furnish a travel package offered and organized by it comprising an overnight stay or a period of more than 24 hours, as well as at least two of the following services:
 1. transport;
 2. accommodation;
 3. another tourist service, not related to transport or accommodation, which forms a significant part of the travel package.
- 2.2 If the travel company is acting as a travel organizer, then, in addition to and partially in deviation from these Terms and Conditions, the specific provisions written for travel organizers will apply. In that case, if there is a conflict with another provision in these Terms and Conditions, the provisions written for travel organizers will prevail over the general provisions.
- 2.3 **Customer:** the party instructing the travel company to provide travel services.
- 2.4 **Traveller:** the natural person (or persons) to whom one or more services are provided based on the contract concluded with the customer.
- 2.5 **Service provider:** the transporter, provider of accommodation or other provider of travel services, in the broadest sense of the word, with which the customer enters into a contract to provide accommodation,

transport or other services and which, subject to its applicable terms and conditions, is responsible for performing these services.

- 2.6 For purposes of these Terms and Conditions, '**written/in writing**' will also mean electronically.
- 2.7 **Offer:** the proposal by the travel company to the customer to carry out or perform services for the customer under the conditions described in this proposal.
- 2.8 **Working days and office hours:** Mondays to Fridays inclusive from 9.00 am to 5.30 pm, with the exception of recognized public holidays.

Article 3 Creation of the contract

- 3.1 The contract is created upon the customer's acceptance of the travel organizer's offer. Acceptance may be either written or oral. After acceptance, the customer will be bound by the contract. If a confirmation is furnished by the travel company, this will constitute proof of the content of the contract.
- 3.2 The offer of the travel organizer is made without obligation and can be withdrawn by the travel organizer, even after acceptance. Withdrawal must take place as soon as possible, and specifically within two working days after the contract is created. This provision will apply by analogy in the case of proposals to modify contracts already entered into.
- 3.3 Even after the period referred to in Article 3.2 has lapsed, the travel company need not fulfil a contract if and insofar as the offer or written confirmation is based on an evident error or mistake.

Article 4 Price

A: Travel agent

- 4.A.1 The prices mentioned by the travel agent or stated in offers and/or confirmations of instructions will be based on the factors used by the service providers concerned to determine the price which are known at the time the offer is made and/or the contract is created.

4.A.2 If, after the contract is created, the prices for the factors determining the price (including, but not limited to: transport costs; taxes; levies; surcharges and/or exchange rate fluctuations) increase, and these increases are passed on by the service providers, the travel agent will also be entitled to charge the customer for the price changes.

B: Travel organizer

4.B.1 If the travel company acts as a travel organizer as referred to in Article 2.1 (b) of these Terms and Conditions, then, in deviation from the provisions in Article 4A, the travel sum may be increased up to 20 days before the start of the trip, in connection with changes in the transport costs, including the fuel costs, payable taxes or applicable exchange rates.

4.B.2 Prices may no longer be increased within 20 days before departure, unless, at the customer's express request, the names of the travellers have not been definitively indicated yet and, consequently, the airline tickets have not been definitively printed yet. The travel sum may be adjusted then to the actual transport costs at the time the tickets are printed.

Article 5 Payment

5.1 A customer which enters into a contract on behalf of or for another party will be jointly and severally liable for all obligations ensuing from the contract. All transactions (including payments) between the travellers on the one hand and the travel company on the other hand will go solely through the customer. In addition, the other travellers will be liable for their own portion.

5.2 Payment must be made within the period stated in the invoice, in the manner indicated by the travel company. If no payment period is stated in the invoice, payment must be made within 14 days of the invoice date.

5.3 If full payment is not made on time, the customer will be in default by operation of law. The customer will owe the statutory commercial

- interest pursuant to Article 6:119a, Dutch Civil Code, on the outstanding amount owed, from the time it is in default to the date of full payment.
- 5.4 If the customer is in default, the travel company may – in part, to limit further damage – terminate (cancel) the services agreed on for the customer or – if the travel company has acted as a travel organizer - the travel contract. Besides the costs which third parties have already charged or will charge as a result of the termination (cancellation), the customer will owe the remuneration agreed on with the travel company for its efforts. Any pre-paid portions of the amount owed will be set off against these costs.
- 5.5 Any in-court or out-of-court costs incurred by the travel company to collect the amount owed by the customer will be paid by the customer. The out-of-court costs will be set at at least fifteen percent of the amount owed by the customer, with a minimum of two hundred fifty euros.
- 5.6 Payments of amounts to which the travel company is entitled will be subtracted first from the costs, then the interest which has become due and, finally, the principal amount (with older claims being subtracted before new claims) and the current interest.

Article 6 Changes and/or cancellations by the customer

A: Travel agent

- 6.A.1 If the customer wishes to make changes after the creation of the contract with the travel company and/or service provider, this will only be possible if agreement has been reached on this by the parties and the customer agrees to pay the costs related to these changes. If all or part of the instruction will be carried out by third parties, these third parties must agree to the changes as well.
- 6.A.2 If the customer terminates (cancels) the contract, it must pay all related costs and will still owe the travel company its agreed remuneration. It must also compensate the travel company for any third-party costs

which the travel company may have already paid or is still required to pay.

6.A.3 The customer must terminate (cancel) the contract in writing. The contract will be considered to have been terminated (cancelled) on the date that the travel company received the customer's written notice of termination. Notice of termination not given during working hours will be deemed to have been received on the following working day.

B: Travel organizer

6.B.1 If the travel company is acting as a travel organizer as referred to in Article 2.1 (b) of these Terms and Conditions, then, in addition to and partially in deviation from Article 6A, the following will apply.

- a. Unless otherwise stated in the offer, a customer which cancels (terminates) a travel contract must pay cancellation costs in addition to any reservation costs owed. These will be communicated no later than the time the travel contract is entered into.
- b. If a travel package is made up of different modules to which different cancellation provisions apply, the provisions specifically applicable to each module will apply, too. These will be communicated to the customer in advance.
- c. If, as part of the travel package, scheduled flights or special services are provided, such as camper hire, car hire, national parks and cultural or sports events, divergent cancellation provisions may be applicable to said transport or special services. These will be communicated to the customer in advance.

6.B.2 If there are partial cancellations, the following will apply in addition to the provisions in Article 6.B.1:

- a. Cancellation of a contract by one or more travellers who have jointly booked accommodation in a hotel room, apartment, holiday home or other form of accommodation will be considered cancellation of all the contracts.

- b. If the remaining travellers desire this and the size of their group is covered by the price list for this accommodation, the respective contracts will remain intact. The provisions under (c) will apply then.
- c. The travellers referred to under (b) must pay the travel sum as stated in the adjusted offer for the remaining number of travellers.
- d. If the remaining travellers wish to enter into a new contract for the same accommodation and the same time period, the cancellation charges received for the remaining travellers will be set off against the new travel sums.

Article 7 Changes, cancellation and/or rescission by the travel company and/or service provider

A: Travel agent

7.A.1 Insofar as the service provider used makes changes to portions of the services agreed on for the customer or wishes to cancel these portions, the travel company acting as the travel agent as referred to in Article 2.1 (a) will not be liable vis-à-vis the customer for the ensuing loss or damage for the customer.

7.A.2 To the extent which may reasonably be expected of it, the travel company will undertake efforts to search for alternatives to the portions of the contract which have been eliminated in this manner, without being able to guarantee this. The other portions of the contract will remain intact.

B: Travel organizer

7.B.1 If the travel company is acting as a travel organizer as referred to in Article 2.1 (b) of these Terms and Conditions, the travel company will be entitled to modify or rescind the travel contract unilaterally if there are compelling circumstances. 'Compelling circumstances' refer to circumstances of such a nature that the travel company cannot reasonably be required to fulfil the contract further. The travel company will immediately inform the customer of this.

- 7.B.2 If the travel contract is covered by the *Stichting Calamiteitenfonds Reizen* [Travel Calamity Fund], a limitation of cover imposed by the *Calamiteitencommissie* [Calamity Board] on the contract will also be considered a compelling circumstance based on which the travel company may make changes to the contract or rescind it.
- 7.B.3 If the change involves one or more substantial points and the customer cannot reasonably be expected to allow the services booked to proceed, the customer will be entitled to rescind the contract. This right will be extinguished 48 hours after notice concerning the change has been given. Notices not given during working hours will be deemed to have been received on the following working day.
- 7.B.4 If the contract is rescinded pursuant to the provisions in Article 7.B.1 or 7.B.2 of these Terms and Conditions, the travel company must refund to the customer any payments for services/goods not received. By refunding any payments by the customer, the travel company will have fully discharged its obligations. The customer may not claim any additional compensation of whatever nature.
- 7.B.5 If the reason for the rescission can be attributed to the customer, it will be obliged to compensate the travel company and/or service provider for the ensuing damage.

Article 8 Liability of the travel company

A: Travel agent

- 8.A.1 The travel company will take into account the interests of the customer and the traveller with such due care as may reasonably be expected of it under the given circumstances.
- 8.A.2 The travel company will not assume any liability for acts and/or omissions by the service providers concerned in performing the services.
- 8.A.3 The travel company will also not assume liability if it cannot carry out the instruction because of a situation of *force majeure*. 'Force majeure' refers to a failure to fulfil any obligation as a result of unforeseen circumstances which could not have been avoided despite all

reasonable precautions. More specifically, '*force majeure*' refers to delays caused by technical defects in the means of transport, weather conditions, heavy traffic, strikes, acts of war, riots, terrorism threats, blockades, missed connections, overbookings, trip changes made by the service provider or cancellation by the service provider.

8.A.4 The travel company will not assume any liability for the accuracy of the information furnished by or on behalf of these service providers, including, but not limited to, photographs, brochures and other informational material.

8.A.5 If, because of a breach by the travel company, damage arises for the customer, the travel company will assume liability for this, which will be limited to the value of the services invoiced.

8.A.6 The travel company will not be liable for the service provider's insolvency.

8.A.7 The travel company will not assume liability for damage covered by a health, accident, travel or cancellation insurance policy.

8.A.8 The travel company will never have to compensate indirect damage (including, but not limited to, consequential damage, lost profits, lost savings and damage due to business interruptions) or for damage which the customer or traveller suffers in connection with practising his/her profession or operating its business.

B: Travel organizer

8.B.1 This Article will only apply if the travel company has acted as a travel organizer as defined in Article 2.1 (a) of these Terms and Conditions.

8.B.2 The travel organizer must fulfil the contract in accordance with the customer's reasonable expectations based on the contract.

8.B.3 If the travel package fails to meet the expectations referred to in Article 8.B.2, the customer must inform the parties concerned referred to in Articles 11.3 and 11.5 as soon as possible.

8.B.4 If the travel package fails to meet the expectations referred to in Article 8.B.2, the travel organizer must compensate any damage suffered by the customer, unless the failure to fulfil the contract is not

attributable to the travel organizer or the person assisting with the fulfilment of the contract, because:

- a. the failure to fulfil the contract is attributable to the customer or traveller; or
- b. the failure to fulfil the contract could not be foreseen or could not be remedied and is attributable to a third party which was not involved in the delivery of the services included in the travel package; or
- c. the failure to fulfil the contract is attributable to an event that the travel organizer or person assisting with the fulfilment of the contract could not, despite exercising all due care, foresee or rectify; or
- d. the failure to fulfil the contract is due to *force majeure* as mentioned in Article 8.B.5.

8.B.5 '*Force majeure*' refers to abnormal and unforeseeable circumstances that took place independently of the will of the person invoking such circumstances and the consequences of which could not be avoided despite all precautions.

8.B.6 Nor is the travel organizer liable if and insofar as the traveller has been able to claim his/her loss under an insurance policy, such as a travel and/or holiday cancellation insurance policy.

8.B.7 If the travel organizer is liable vis-à-vis the traveller for loss of enjoyment, the compensation will not exceed the travel sum.

8.B.8 Without prejudice to the preceding provisions of this Article, the travel organizer's liability for loss resulting from causes other than the death or injury of the traveller will be limited to at most three times the travel sum, unless the travel organizer is guilty of wilful intent or gross negligence. In that case, the liability will be unlimited.

8.B.9 The exclusions and/or limitations of the travel organizer's liability included in this Article also apply to the staff of the travel organizer, the booking office and the service providers involved, as well as their staff.

8.B.10 If a service included in the contract is covered by a Treaty (including a

European Regulation), the travel company may invoke an exclusion or limitation of liability which that Treaty or Regulation grants or allows a service provider as such.

Article 9 Obligations of the customer and/or traveller

9.1 Before or at the time the contract is entered into, or as soon as possible afterwards, the customer will furnish all information concerning itself and the travellers which is necessary to perform the agreed services properly. The customer agrees that the travel company will pass on to the service providers (airline companies, for example) information, including mobile phone numbers and/or e-mail addresses, regarding the customer and any other travellers which is relevant to perform the agreed services properly. The customer warrants to the travel company that any other travellers have consented to this, and will indemnify the travel company against any claims in this respect. If the customer does not want this information to be passed on or fails to provide it, the travel company will not be liable for delays and/or other damage resulting from information not timely being provided to the traveller by or on behalf of the travel company.

9.2 The customer warrants to the travel company that:

1. express permission has been obtained from the travellers to furnish their personal data to the travel company and to have this personal data processed within the meaning of the Dutch Personal Data Protection Act by the travel company (including furnishing the data to service providers) as necessary to create and fulfil the contract and/or the contract with the service providers and to optimize the services offered; and
2. that, prior to obtaining the aforementioned permission, the customer will furnish all legally required information to the travellers, including at least the following information:
 - a. which personal data it will furnish to the travel company;
 - b. that the service providers, including airline companies, to

which the travel company furnishes personal data may, in connection with providing services, be required to furnish certain personal data to foreign authorities which may be located in countries outside the European Economic Area (EEA) which do not offer similar privacy protections as the countries within the EEA pursuant to the European Privacy Directive 95/46/EC, including, for example, but not limited to, the US Bureau of Customs and Border Protection;

- c. that service providers may be located in countries outside the EEA which do not offer similar privacy protections as the countries within the EEA pursuant to the European Privacy Directive 95/46/EC and may be required to furnish personal data to foreign authorities;
- d. that, within the limits of the applicable laws and regulations, travellers are entitled to ask to examine the personal data which the travel company possesses concerning them and that, if this personal data is factually incorrect, incomplete or not relevant, or has otherwise been processed in violation of a statutory provision, the traveller may ask to correct, supplement, remove or protect this information, with travellers being informed that they may contact the travel company for additional information about these rights and/or such requests; and
- e. any other information necessary to enable the travel company to process the travellers' personal data properly and with due care.

9.3 The customer itself and/or traveller himself/herself will obtain the necessary supplemental information from the authorities concerned and also timely check before departure whether the information obtained earlier is still correct.

9.4 The customer and travellers are obliged to comply with all instructions of the travel organizer to facilitate proper performance of the services

(including, but not limited to, instructions regarding check-in times and transfer times), and are liable vis-à-vis the travel company and/or service provider for damage ensuing from or otherwise related to their acts and/or omissions or must themselves bear their own damage ensuing from this.

- 9.5 The traveller who causes so much nuisance or trouble that performance of the services is or may be greatly hindered can be excluded from continuation of the services by the travel organizer, if the latter cannot reasonably be required to fulfil the contract. All ensuing damage will be borne by the customer.
- 9.6 The customer and travellers must avoid any further damage and/or limit this as much as possible, by, for example, timely reporting complaints in accordance with the provisions in Article 11.

Article 10 Indemnification and joint and several liability

- 10.1 The customer will indemnify the travel company against claims by travellers and/or third parties ensuing from or related to this contract.
- 10.2 The customer will be jointly and severally liable for the travellers' obligations with respect to the travel company and/or service provider insofar as these ensue for the travellers from the contracts created in this regard.

Article 11 Complaints, extinction of rights of action, and applicable law

Complaints regarding services provided by the travel company

- 11.1 Complaints about advice and information furnished by the travel company and about the handling of reservations must be submitted to the travel company in writing, stating reasons, within one month after the customer becomes aware of the facts to which the complaint relates.
- 11.2 The travel company will try to settle the complaint with due speed.

Complaints about the performance of services

- 11.3 The customer must immediately report any complaints regarding the performance of services to the service provider's representative and must try with the service provider's representative to resolve the complaint *in situ* first.
- 11.4 The customer must give the service opportunity the opportunity at all times to achieve an appropriate resolution of the complaint.
- 11.5 If the complaint cannot be resolved with the service provider's representative *in situ*, the customer must contact the travel company immediately. The travel company will exert its best efforts to resolve the complaint satisfactorily, insofar as it has the ability to do this.
- 11.6 If the travel company is acting as a travel agent, it will only serve as a mediator in disputes between the service provider and the customer regarding performance of the service.
- 11.7 If the complaint cannot be resolved satisfactorily *in situ*, it must be submitted to the service provider or travel company in writing, stating reasons, as soon as possible, but in any event within one month after return. Insofar as the complaint relates to performance of the service, the travel company will refer the complaint to the service provider for further handling. Both the service provider and the travel company will try to settle the complaint with due speed.

Extinction of rights of action

- 11.8 Any right of action concerning the travel company's liability will be extinguished after one year, calculated from the date on which the booked service was performed and/or provided.

Applicable law

- 11.9 Dutch law will apply to any disputes between the customer and the travel company, and the District Court in which the travel company has its registered office will have jurisdiction to hear the dispute, unless the travel company opts for the competent court where the customer has its place of business.