

TERMS & CONDITIONS

Article 1:

These travel conditions apply to the travel agreement between the traveller and ChangingTime!.

Article 2:

The traveller has the right to revoke this travel agreement free of charge within 24 hours of conclusion, without giving any reason, unless this right is excluded in the offer by the use of the term "final booking".

In this context, the traveller is understood to mean only the person responsible for the registration.

The traveller has no right of revocation if the travel agreement is concluded within eight days before departure.

Article 3:

Before concluding the travel agreement, ChangingTime! will announce when the travel sum must have been paid (in full). ChangingTime! may require a deposit, the amount of which it will announce before concluding the travel agreement.

Article 4:

ChangingTime! requires the traveller to take out adequate travel insurance and reserves the right to request proof thereof.

Article 5:

If the offered trip is included in a(n) (Internet) publication by ChangingTime!, the information contained therein will form part of the travel agreement, unless otherwise indicated.

Article 6:

ChangingTime! will provide the information required by law no later than at the time the travel

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agreement is concluded. It is the traveller's own responsibility to obtain the necessary additional information from the authorities concerned with regard to passports and visa requirements as well as to check in good time before departure that the already acquired information has not changed in the meantime.

Information by the traveller

Article 7:

The traveller shall in good time before conclusion of the travel agreement provide all information concerning himself and fellow travellers he has registered, which may be relevant to the conclusion or implementation of the travel agreement, including a copy of his travel document (passport or ID card), his mobile telephone number(s) and email address(es). The traveller shall also state any mental or physical limitations and any other circumstances that are relevant to the execution of the trip for the traveller himself or for the group. ChangingTime! will treat these data with care and will only process them to the extent necessary and exclusively for the purposes of the travel agreement. ChangingTime! will destroy this data and copies of the travel documents at the end of the travel agreement. If the traveller provides incomplete or incorrect information, ChangingTime! accepts no liability for the consequences or damage resulting therefrom. All resulting costs shall be for the account of the traveller.

Article 8:

The traveller shall state particulars that may be important for the proper execution of the trip by ChangingTime! concerning the physical and mental condition of himself and fellow travellers he has registered, as well as concerning the composition and capacity of the (group of) travellers he has registered.

Article 9:

If the traveller fails to comply with his obligation(s) to provide information, this may result in the traveller(s) being excluded from further participation in the trip by or on behalf of

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ChangingTime!. In that case, all the costs involved will be charged to the traveller.

Article 10:

The traveller may request ChangingTime! to change the travel offer for medical as well as other reasons. ChangingTime! is not obliged to comply with such a request, but if it does, the traveller shall reimburse the costs associated with the change.

Confirmation/revocation by ChangingTime!

Article 11:

The travel agreement is concluded by the traveller's acceptance of the offer by ChangingTime!, including these terms & conditions. After conclusion of the travel agreement, the traveller will receive a confirmation and/or invoice as soon as possible.

Article 12:

ChangingTime! may terminate the travel agreement in writing within the period stated in the offer if the number of registrations is lower than the minimum number of participants stated prior to the booking.

Article 13:

ChangingTime!'s offer is without obligation and can be revoked by ChangingTime!, even after acceptance by the traveller and possible confirmation by ChangingTime!. Revocation due to correction of calculation errors by ChangingTime! or other errors is permitted. Revocation must take place as soon as possible, but in any case within 24 hours after the day of acceptance, stating reasons. If the traveller accepts the offer at weekends, the period for revocation by ChangingTime! will commence at midnight on Sunday evening. In that case, the traveller is entitled to an immediate refund of any monies paid.

Article 14:

Obvious errors and/or mistakes are not binding on ChangingTime!. Such errors and mistakes

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are or should be immediately obvious to the average traveller.

Changes by ChangingTime!

Article 15:

ChangingTime! may only amend the travel agreement on grounds of important circumstances which it shall immediately inform the traveller of. The traveller can only reject the change if it disadvantages him by more than a minor extent. ChangingTime! may also change the travel agreement on an essential point due to important circumstances of which it will inform the traveller, i.e. without any attributable delay on its part. The traveller can reject this change.

Article 16:

ChangingTime! may increase the travel sum up to 20 days prior to the commencement of the trip in connection with changes in transport costs (including fuel costs) or the taxes and charges due. When applying these provisions, ChangingTime! shall indicate the manner in which the increase has been calculated. The traveller may reject the increase.

Article 17:

Contrary to the provisions of the previous article, ChangingTime! can no longer increase the travel sum from the date on which the full travel sum must have been paid in accordance with ChangingTime!'s terms and conditions and has actually been paid.

Article 18:

If the travel agreement is changed on any essential point, ChangingTime! will immediately make an alternative offer to the traveller, if possible. The equivalence of an alternative offer shall be assessed on the basis of objective criteria.

Article 19:

Following a rejection as referred to in Article 15 or 16, ChangingTime! may terminate the travel agreement. The traveller is entitled to a refund or remission of the travel sum or a proportional

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part thereof if the trip has been partially enjoyed. The traveller shall have the same right if he has justifiably rejected a change that disadvantages him by more than a minor extent.

Article 20:

If the cause of the change can be attributed to ChangingTime!, the damage incurred by the passenger as a result of this will be for the account of ChangingTime!, whereby this damage will be limited to the amount of the down payment or travel sum paid at that time. If the cause of the change can be attributed to the traveller, the resulting damage for ChangingTime! will be entirely for the account of the traveller. If neither the passenger nor ChangingTime! can be held responsible for the cause of the change, the parties shall each bear their own damage.

Help and assistance

Article 21:

Depending on the circumstances, ChangingTime! shall provide the traveller with help and assistance if the trip does not meet the expectations that the traveller could reasonably have had on the basis of the travel agreement. The resulting costs will be for the account of ChangingTime! if the shortcomings in the execution of the travel agreement can be attributed to ChangingTime!. If the cause is attributable to the traveller, ChangingTime! is only obliged to provide help and assistance to the extent that this can reasonably be required of it. In that case, the costs are for the account of the traveller.

Article 22:

If the trip does not proceed in accordance with the expectations that the traveller might reasonably have on the basis of the travel agreement due to circumstances that are neither attributable to the traveller nor to ChangingTime!, each party will bear its own damage.

Liability of ChangingTime!

Article 23:

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Liability for damage suffered by the traveller is limited to three times the travel sum, except in case of intent or wilful recklessness on the part of ChangingTime!. Liability is also lacking if the shortcoming could not have been foreseen or remedied and if it can be attributed to a third party who is not involved in the execution of the travel agreement. Nor shall ChangingTime! be liable if the shortcoming results from an event that ChangingTime! (or the person whose assistance ChangingTime! makes use of in the execution) could not have foreseen or remedied, with due observance of all possible care, or if the shortcoming resulted from force majeure. Force majeure is understood to mean abnormal and unforeseeable circumstances beyond the control of the person invoking it, the consequences of which could not be avoided despite all the precautions taken.

Article 24:

A shortcoming in the performance of an obligation that can be attributed to ChangingTime! also obliges ChangingTime! to compensate for damage other than financial loss to the extent that such a shortcoming has caused loss of travel enjoyment. This compensation shall not exceed the amount of the travel sum.

Article 25:

If a service included in the travel agreement is subject to an EU treaty or regulation, ChangingTime! may invoke an exclusion or limitation of liability which that Convention or the Regulation allows to a service provider as such.

Article 26:

ChangingTime! is also not liable if and insofar as the traveller has been able to recover his loss or damage on the basis of an insurance policy taken out by him, such as travel or cancellation insurance. The traveller is obliged to take out adequate travel insurance for the trip.

Rights of the traveller

Article 27:

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The passenger may request ChangingTime! that he be replaced by another person. The following conditions are attached to this:

- the other person meets all the conditions attached to the travel agreement;
- the request must be submitted no later than seven calendar days prior to departure, or in such time that the necessary actions and formalities can still be carried out by ChangingTime!;
- the conditions of the service providers involved in the performance of the agreement do not preclude such substitution.

If the request cannot be granted, ChangingTime! will inform the traveller of this and the reasons for the decision.

The person making the booking, the traveller and the person replacing him are jointly and severally liable to ChangingTime! for payment of the part of the travel sum still due, the alteration costs and any extra costs resulting from the replacement.

Travel documents

Article 28:

ChangingTime! will indicate in the confirmation at what time and in what manner it will make the travel documents available to the traveller.

Article 29:

If the traveller has not received the travel documents by the time indicated by ChangingTime!, but no later than five days before departure, he will immediately report this to ChangingTime!.

Cancellation by the traveller

Article 30:

The traveller may cancel the travel agreement. If he does so, he shall compensate ChangingTime! for the damage it suffers as a result of the termination. This damage is

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maximised at the travel sum, plus any costs ChangingTime! has to incur as a result of the change or the search for a replacement.

Article 31:

ChangingTime! may fix the damage as a result of cancellation by the traveller at fixed percentages in accordance with the cancellation regulations below. The traveller who cancels the travel agreement shall pay these cancellation costs.

- * In case of cancellation up to 5 April 2020: the deposit but not more than 35%.
- * In case of cancellation from 6 April 2020 t/m 25 April 2020: 35% of the travel sum.
- * In case of cancellation from 26 April 2020 t/m 3 May 2020: 50% of the travel sum.
- * In case of cancellation from 4 May 2020 t/m 11 May 2020: 75% of the travel sum.
- * In case of cancellation from 12 May 2020 t/m 17 May 2020 or later: the full travel sum.

Payment

Article 32:

A traveller who has not fulfilled his financial obligations at the time stated by ChangingTime! shall be in default by operation of law.

Article 33:

If (timely) payment is not made, the traveller will receive a reminder from or on behalf of ChangingTime! and will be given a term of fourteen days to fulfil his obligations. If payment is not made, the travel agreement will be deemed to have been cancelled as of this date. Any money already paid will be settled against the cancellation costs.

Article 34:

A traveller who has not paid on time shall owe statutory interest on the amount due from the date of default. Furthermore, after a reminder, he shall reimburse the extrajudicial costs in accordance with the provisions of the Decree on the reimbursement of extrajudicial collection costs (*Besluit vergoeding voor Buitengerechtelijke Incassokosten*). ChangingTime! may deviate

from these amounts and percentages to the benefit of the traveller.

Obligations of the traveller

Article 35:

The traveller shall comply with all instructions given by and on behalf of ChangingTime!, including the rules of conduct indicated by ChangingTime!, and the traveller is liable for any damage caused by his behaviour, as compared with that of a correct traveller.

Article 36:

A traveller who causes or may cause such inconvenience that proper performance of the trip is or could be frustrated, including non-compliance with the rules of conduct, may be excluded by ChangingTime! from (continuing) the trip, if ChangingTime! cannot reasonably be required to comply with this travel agreement.

The resulting costs shall be borne by the traveller.

Article 37:

The traveller shall avoid and limit possible damage as much as possible.

Complaints procedure during the trip

Article 38:

Complaints about performance of the travel agreement shall be submitted to ChangingTime! as soon as possible so that a solution can be found. If the traveller fails to report the complaint and the service provider or ChangingTime! has therefore not been given the opportunity to remedy the shortcoming, any right to compensation may (partially) lapse. If the traveller does not submit the complaint on time after the end of the trip, it will not be dealt with, unless the traveller is not reasonably to blame for the delay. On time is understood to mean within two months after the traveller has taken cognisance of the facts to which the complaint relates.

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ChangingTime! will give a substantive response within one month of receiving the complaint.

Article 39:

All rights of action in respect of a complaint expire one year after the end of the trip or, if the trip has not taken place, one year after the original departure date.

Final provisions

Article 40:

This travel agreement and these general terms and conditions are governed by Dutch law. These terms & conditions have also been drawn up in English. In the event of any difference in content, purport or interpretation, the Dutch text shall prevail.

Article 41:

In the event of a dispute, the court in the district of Zeeland-West-Brabant shall have exclusive jurisdiction to hear the dispute.

Article 42:

ChangingTime! is not a member of the ANVR. Therefore, no performance guarantees or other warranties can be invoked.