

Introduction

These ANVR Business Terms and Conditions apply to all travel services provided by the travel company on the basis of a framework agreement. This may include the facilitation of tickets (tickets for airlines) on a regular basis, but also services facilitating overnight stays or other travel services.

Because the travel company offers and provides these services on a business like basis and on based on a framework agreement, the provisions of Title 7A of Book 7 of the Dutch Civil Code (package travel and linked travel arrangements) do not apply to the legal relationship between the travel company and the business client, but are exclusively governed by these Terms and Conditions.

In the event that a difference in meaning may exist between the Dutch-language version of the ANVR Business Terms and Conditions ("Zakelijke Voorwaarden") and this translation, the Dutch-language version shall prevail.

Artikel 1. Applicability

- 1.1. These General Business Terms and Conditions govern the relationship between the travel company and its client(s).
- 1.2. These Business Terms and Conditions and the exclusions and/or limitations of the travel company's liability included herein are also for the benefit of the employees, agents, and intermediaries of the travel company.
- 1.3. The applicability of any general terms and conditions used by the client is explicitly excluded.
- 1.4. If and insofar as one or more provisions of these Business Terms and Conditions should conflict with mandatory statutory provisions, the latter provisions shall be deemed to replace the relevant provisions or part of the provisions of the Business Terms and Conditions, without prejudice to the validity of the other provisions of these Business Terms and Conditions.

Artikel 2. Definitions

- 2.1. A **travel company** acts in the capacity of intermediary.
- 2.2. **Client:** a legal entity or a natural person acting in the exercise of a profession or business and instructing the travel company to provide travel services.
- 2.3. **Traveller:** the person (persons) to whom one or more services are provided on the basis of the agreement concluded with the client.
- 2.4. **Travel Service Provider:** the carrier, accommodation provider or other provider of travel services with which the client concludes an agreement for the provision of accommodation, transport or other services and which is responsible for the performance of these services, subject to its applicable terms and conditions.
- 2.5. For the purposes of these Business Terms and Conditions, **written/in writing** shall also include by electronic means.
- 2.6. **Offer:** The travel company's proposal to the client to provide or cause to provide or to perform or cause to perform the services offered on behalf of the client.
- 2.7. **Working days and office hours:** Monday through Friday from 9 a.m. to 5.30 p.m., unless clearly indicated otherwise by the travel company and with the exception of recognised public holidays.
- 2.8. **Agreement:** The agreement(s) concluded with the travel service provider(s) on the basis of the framework agreement and the agreement(s) concluded with the travel service provider(s) through the intermediary of the travel company.

Artikel 3. Services

- 3.1. The services of the travel company relate to the provision of information and advice on travel in the broadest sense, as well as mediating in the conclusion of agreements between the client and travel service providers.
- 3.2. If the travel company makes reservations on behalf of the client, it will be the client that enters into the agreement with the actual provider of the travel service, whereby the terms and conditions of the travel service provider shall apply and shall be accepted in advance by the client.
- 3.3. After the client has approved the offer, the travel company shall be authorised to conclude agreements with these travel service providers for and on behalf of the client.

Artikel 4. Conclusion of agreements

- 4.1. The agreement(s) between the client and travel service providers is/are concluded upon acceptance of the travel company's offer by the client. Acceptance may be either written or oral. Following acceptance, the client shall be bound by the agreement. If a confirmation is provided by the travel company, this will constitute proof of the contents of the agreement.
- 4.2. The travel company's offer is without obligation and may be withdrawn by the travel company, even after acceptance. Withdrawal must take place as soon as possible and within 2 working days after the conclusion of the agreement. This provision shall apply by analogy to proposals for amendments to agreements already concluded.
- 4.3. Even after the period referred to in Article 4.2 has lapsed, the travel company shall not be obliged to fulfil an agreement if and to the extent that the offer or the written confirmation is based on an evident error or mistake.

Artikel 5. Price

- 5.1. The prices quoted or stated by the travel company in offers and/or order confirmations are based on the price-determining factors of the relevant travel service providers known at the time the offer is made and/or the agreement is concluded.
- 5.2. If, after conclusion of the agreement, the prices of the price-determining factors (including - but not limited to - transport costs; taxes; levies; surcharges; and/or exchange rate fluctuations) increase and these increases are passed on by the travel service providers, the travel company shall be entitled to charge the client for the price changes.

Artikel 6. Payment

- 6.1. The client shall be liable for all obligations arising from the agreement, even if it enters into an agreement on behalf of or for the benefit of another party. All transactions (including payments) between the traveller(s) and the travel company shall solely take place through the client.
- 6.2. Payment must be made in a manner to be indicated by the travel company within the period stated on the invoice, unless the parties have agreed otherwise in writing or it follows from the nature of the service that direct payment is to be made. In absence of a payment term on the invoice, payment shall be made within 14 days of the invoice date.
- 6.3. The client shall not be entitled to set off any claim it has against the travel company against any money it owes the travel company. In the event of late payment, the travel company shall also be entitled to suspend its services.
- 6.4. Costs related to the method of payment shall be borne by the client, including credit card surcharges.

- 6.5. If (full) payment is not made in time, the client shall be in default by operation of law. If the client is in default, the travel company shall send a demand for payment and will set a time-limit of 14 days to fulfil its obligations, while notifying that, in the event of non-payment, the travel company shall also claim compensation for any costs of assessment of the damage and liability and costs of obtaining payment outside a court of law.
- 6.6. The client which has not paid in time shall owe the statutory interest on the amount due from the date of default. Furthermore, from the fifteenth day after the demand for payment, the client shall be obliged to pay any extrajudicial collection costs.
- 6.7. These extrajudicial costs amount to a maximum of 15% of a travel sum up to € 2,500, with a minimum of € 100; 10% of the next € 2,500; 5% of the next € 5,000, and 1% on the excess of anything above this amount.
- 6.8. If the client is in default, the travel company shall be entitled - partly in order to limit further damage - to cancel the travel services concluded on behalf of the client. In that case, in addition to the costs already charged by third parties or costs yet to be charged by third parties as a result of the cancellation, the client shall also owe the travel company the fee agreed for its efforts. Any prepaid parts of the amount due will be set off against these costs.
- 6.9. Payments of amounts to which the travel company is entitled shall first be used to settle the costs, including (extra) judicial costs, subsequently to reduce the interest due, and finally to pay the principal sum owed (with regard to which old claims take precedence over new claims).
- 6.10. The travel company shall be authorised to demand further financial security from the client in order to fulfil its obligations arising from the instruction.
- 6.11. Any refunds accruing to the client and received by the travel company from the travel service provider will be paid to the client as soon as possible after settlement of any outstanding items. The travel company will make every effort to collect these refunds on behalf of the client without assuming any obligation to guarantee a result in this respect.

Artikel 7. Changes and/or cancellations by the client

- 7.1. If the client wishes to make changes after the conclusion of the agreement, this shall only be possible if agreement has been reached between the parties and the client bears the costs associated with the changes.
- 7.2. If the client terminates (cancels) the agreement, all related costs charged by the travel service provider shall be borne by the client and the client shall continue to owe the travel company its agreed fee.
- 7.3. The client must terminate (cancel) the agreement in writing. The agreement shall be deemed to have been terminated (cancelled) on the date on which the travel company receives the written notice of termination from the client. Notice of termination not given during working hours shall be deemed to have been received on the following working day.

Artikel 8. Changes, termination (cancellation) and/or rescission by travel service provider

- 8.1. If and insofar as the travel service provider makes changes to the travel services agreed on behalf of the client, or terminates (cancels) these travel services, the travel company will not be liable vis-à-vis the client for any loss or damage resulting therefrom for the client.
- 8.2. To the extent which may reasonably be expected the travel company, it shall undertake efforts to find alternatives to the amended and/or terminated components of the agreement, without being able to guarantee this. The other parts of the agreement shall remain in force.

Artikel 9. Liability of travel company

- 9.1. The travel company will take the interests of the client and the traveller into account with such due care as may reasonably be expected of it under the given circumstances.
- 9.2. Without prejudice to the provisions of Article 8, the travel company does not accept any liability for acts and/or omissions by the travel service providers involved in the performance of the services.
- 9.3. Likewise, the travel company accepts no liability if the instruction cannot be carried out due to circumstances that cannot be attributed to the travel company (hereinafter referred to as: force majeure).
- 9.4. Force majeure shall mean a failure in the fulfilment of any obligation as a result of unforeseen circumstances which, despite all reasonable precautions to be taken, cannot be prevented and including in particular but not limited to technical failures in the systems used to record the travel service(s), changes in the trip made by the travel service provider and/or cancellation by the travel service provider.
- 9.5. The travel company accepts no liability for the accuracy of the information provided by or on behalf of travel service providers or other third parties.
- 9.6. If damage arises for the client as a result of an attributable failure on the part of the travel company, the travel company shall accept liability, which shall be limited to the value of the invoiced travel service to which the complaint is directed and which will never exceed the amount paid out by the professional liability insurer in the relevant case, increased by the amount of the travel company's excess that is not for the insurer's account in accordance with the policy conditions.
- 9.7. The travel company shall not be liable for the financial insolvency of the travel service provider(s).
- 9.8. The travel company accepts no liability for damage covered by health/accident, travel or cancellation insurance taken out by the client or by a traveller taking part in a trip.
- 9.9. The travel company shall never be liable for compensation for indirect damage (including, but not limited to, consequential damage, loss of profit, loss of income, lost savings, and damage due to business interruption), or for damage suffered by the client or the traveller within the scope of exercising its profession or business.

Artikel 10. Obligations of the client and/or traveller

- 10.1. Prior to or upon concluding the agreement or as soon as possible thereafter, the client shall provide all information concerning itself and the traveller(s) which is necessary for the proper performance of the agreed services. The client agrees that the travel company will pass on the data, including mobile telephone number or email address of the client and any other travellers, that are important for the proper performance of the agreed services to the service providers (e.g. airlines). The client warrants to the travel company that any other travellers have consented to this, and shall indemnify the travel company against any claims in this respect. If the client does not wish the data to be passed on or fails to provide it, the travel company will not be liable for delays or other damage resulting from information not timely being provided to the traveller by or on behalf of the travel company or the relevant travel service provider.
- 10.2. The client warrants to the travel company that:
- I. express consent has been obtained from the traveller(s) to provide their personal data to the travel company and to have this personal data processed within the meaning of the General Data Protection Regulation (GDPR) by the travel company (including furnishing the data to service providers) as necessary for the conclusion and performance of the agreement or the agreement with the service provider(s) and for the optimisation of the services offered; and
 - II. that, prior to obtaining the aforementioned consent, the client will furnish all legally required information to the traveller(s), including at least the following information:

- a) which personal data it will furnish to the travel company;
 - b) that the travel service providers or other third parties, including airlines, which the travel company provides with personal data for the purpose of providing services may be required to furnish certain personal data to foreign authorities that may be located in countries outside the European Economic Area (EEA) that do not offer similar privacy protection as those within the EEA pursuant to European Privacy Directive 95/46/EC, including, for example, but not limited to, the US Bureau of Customs and Border Protection;
 - c) 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 request to correct, supplement, remove or block this data, and to inform the travellers that they may contact the travel company for additional information about these rights or such requests; and
 - d) any other information necessary to enable the travel company to process the travellers' personal data properly and with due care.
- 10.3.** The client itself or traveller himself/herself will obtain the necessary information from the relevant authorities with respect to passport requirements, visas or other formalities that are (among other things) related to health risks and shall also check in good time before departure whether the information obtained previously is still correct.
- 10.4.** The client and traveller(s) are obliged to comply with all instructions from the travel company and travel service providers to facilitate proper performance of the service(s) (including but not limited to instructions on check-in times and transfer times) and are liable vis-à-vis the travel company and/or travel service provider for damage ensuing from or otherwise related to their acts and/or omissions, or as the case may be must themselves bear their own damage ensuing from this.
- 10.5.** The traveller causing inconvenience or nuisance to such a degree as to strongly impede or possibly impede the proper performance of the service(s) may be excluded from (continuation of) the service(s) by the travel company and/or travel service provider, if further compliance with the agreement cannot be reasonably demanded from them. Any ensuing damage shall be at the client's expense.
- 10.6.** The client and the traveller(s) are obliged to prevent and/or to limit any (further) damage as much as possible, for example by timely reporting complaints in accordance with the provisions of Article 12.

Artikel 11. Indemnity and joint and several liability

- 11.1.** The client shall indemnify the travel company against any claims by the traveller(s) and/or travel service providers or other third parties arising from or related to the agreement.
- 11.2.** The client is jointly and severally liable for all obligations of the traveller(s) with respect to the travel company or travel service provider insofar as these arise for the traveller(s) from the agreement(s) concluded in this respect.

Artikel 12. Complaints, extinction of right of action and applicable law

Complaints relating to the service provided by the travel company

- 12.1.** Complaints regarding the service provided by the travel company, such as advice and information furnished and the handling of reservations, must be submitted to the travel company in writing, stating the reasons, within one month of the client becoming aware of the facts to which the complaint relates.
- 12.2.** The travel company will try to settle the complaint in an expeditious manner.

Complaints about the performance of the service(s)

- 12.3.** The client shall immediately report any complaints regarding the performance of the travel service to the (representative of the) travel service provider and shall try together with the (representative of the) service provider to reach a solution in situ first.
- 12.4.** The client shall at all times afford the travel service provider the opportunity to find a suitable solution to the complaint.
- 12.5.** If the complaint cannot be resolved with the (representative of the) travel service provider in situ, the client shall contact the travel company without delay. The travel company will exert its best efforts to resolve the complaint in a satisfactory manner, as far as reasonably possible.
- 12.6.** In the event of disputes between the travel service provider and the client in respect of the performance of the service, the travel company will act as a mediator without itself becoming a party to the dispute.
- 12.7.** If the complaint cannot be resolved satisfactorily in situ, it must be submitted to the travel service provider or to the travel company in writing, stating the reasons, as soon as possible but no later than within one month of return. The travel company will forward the complaint - where it relates to the performance of the service - to the travel service provider for further handling. Both the travel service provider and the travel company will try to settle the complaint in an expeditious manner.

Extinction of right of action

- 12.8.** Any right of action with respect to the travel company's liability will become extinguished after one year, calculated from the date on which the booked service was performed and/or provided.

Applicable law

- 12.9.** All disputes between the client and the travel company shall be governed by Dutch law 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 of the domicile of the client.

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