

# General terms and conditions of Bushlife Experiences

## **§ 1. Applicability**

- 1.1 The present general terms and conditions (hereinafter: the 'general terms') govern the legal relationship between Bushlife Experiences on the one hand and its principal(s) on the other.

## **§ 2. Definitions**

- 2.1 Bushlife Experiences (hereinafter: 'the organiser'): the party providing travel information and advice within the framework of their business activities, in the widest sense of the words, and which also acts as intermediary in the formation of agreements for travel services between the principal and third parties (the service provider).
- 2.2 The principal: the party which instructs the organiser to provide travel services.
- 2.3 The traveller: the natural person on whose behalf the agreement with the organiser and/or service provider is entered into.
- 2.4 The service provider: the carrier or the party providing accommodation or other services, with whom the principal enters into an agreement via the organiser's mediation. The service provider is responsible for providing the services under the terms of its own terms and conditions.

## **§ 3. The instructions**

- 3.1 The service provided by the organiser could entail providing the principal with information and advice as well as mediating in the formation of an agreement between the principal and the service provider.
- 3.2 The principal is bound by the instructions vis-à-vis the organiser and the service provider, irrespective of whether the latter issue a confirmation.
- 3.3 If the organiser or the service provider issue the principal with a confirmation, this will be deemed to serve as evidence of the contents of the agreement(s), without prejudice to the provisions of 3.2 above.
- 3.4 The principal is fully liable both vis-à-vis the organiser and the party which ultimately provides the service for the obligations which arise from the service.

## **§ 4. Information**

- 4.1 The principal must provide the organiser with any information on the principal itself and/or any other travellers which is necessary for the formation of the agreement and

its execution, including addresses and phone numbers of the persons to be notified in case of emergencies.

- 4.2 The fees for the services to be provided under the service provider's terms, and under the present general terms, may be amended, even after the agreement has been entered into. Such amendments will be announced and oncharged at the earliest opportunity. If a charge is payable for any service provided by the organiser, this fact must be announced in advance.
- 4.3 No fee changes can be oncharged after the principal and/or the traveller has taken receipt of the ticket and/or other travel documents.
- 4.4 The principal must ensure that s/he and/or the other travellers have the necessary documents upon departure, such as a valid passport and any visa, inoculation certificates and vaccinations which may be required.
- 4.5 The principal and/or traveller himself must obtain the necessary extra information s/he requires from the relevant authorities and will check whether the information previously obtained is still correct, in good time before departure.
- 4.6 The principal and/or traveller must abide by the instructions issued by or on behalf of the service provider, and in particular the check-in times and/or recommended transit times.

## **§ 5. Amendments and cancellations**

- 5.1 Prior instructions can only be amended or cancelled at the request of the principal and only during the hours in which the organiser is normally open.
- 5.2 If prior reservations are amended or cancelled at the request of the principal, the latter will be charged for the costs connected therewith. In addition to the costs charged by the service provider, these could also include the costs which the organiser itself charges for cancelling and/or amending reservations.
- 5.3 If the principal cancels or amends the service himself or herself directly, the costs connected therewith will be for his/her account.

## **§ 6. Liability**

- 6.1 The organiser will safeguard the interests of the principal and the traveller with the degree of due care which is reasonable under the given circumstances.
- 6.2 The organiser accepts no liability for acts and/or omissions committed by the relevant service providers in providing the services, nor for the accuracy of the information provided by the latter, including the accuracy of the photos, brochures and/or other information material provided by or on behalf of these service providers. Neither is the organiser liable for the insolvency of the service provider.

- 6.3 If the organiser is guilty of any default or shortcoming which justifies rescission of the agreement under section 6:265 of the Netherlands Civil Code, its liability for the damage suffered by the principal and/or the traveller is restricted to a maximum of the full travel sum quoted on the invoice. If the agreement is rescinded on those grounds, the organiser is furthermore required to retribute any advances paid.
- 6.4 The organiser is not liable for any delays suffered by the traveller for any reason whatsoever and any damage arising therefrom. This will include but not be restricted to delays caused by technical breakdowns of the relevant vehicle; weather conditions; traffic congestion; strikes and/or blockades, the failure to catch connecting transportation; over-booking; amendments to or the cancellation of travel arrangements by the service provider.
- 6.5 The exclusions and restrictions described in the present paragraph will also be applicable to the organiser's staff.

## **§ 7. Payment**

- 7.1 All invoices must be paid to the organiser within fourteen days, in the manner indicated by the organiser.
- 7.2 In the event of overdue payment, the principal will be in immediate default and required to pay statutory interest over the outstanding sum. The principal is furthermore required to reimburse extra-judicial costs, including the costs incurred for fixing the damage and liability and the costs for ensuring extra-judicial payment, fixed at 15% of the principal sum, with a minimum of 70 euro.

## **§ 8. Applicable law**

- 8.1 Any disputes which arise between the organiser and the principal and/or traveller will be subject to the law of the Netherlands.
- 8.2 Unless the organiser decides otherwise or the law stipulates that a different court has jurisdiction, the judge presiding over the court in the place where the organiser is located will be authorised to adjudicate on any disputes.