



## **Terms and conditions, Stichting La Karavana, The Outdoor Hostelbus**

### **Article 1: General information**

Please read these terms and conditions carefully as they set out our respective rights and obligations. By confirming your booking and accepting these conditions, we assume that you have read and understood them and agree to them.

These booking conditions only apply to the trips we offer. Any other product we sell, like merchandise and events, are not covered by these conditions. These conditions also do not apply to busrental. Deviant and additional conditions, when stated in an individual agreement, take precedence over these conditions.

### **Article 2: Definitions**

The agreement: the agreement, including these conditions, in which the organizer and the traveler come together.

Organizer: Stichting The Outdoor Hostelbus, Located at Nieuwe rijn 111, 2312JP, Leiden, The Netherlands

Traveler: Anyone who is about to or has entered into an agreement with the organizer regarding the booking of a trip, hosted by the organizer, and, based on these conditions, has the right to do so.

Trip: a planned tour of any number of days organized and/or hosted by the organizer on which any number of travelers are present.

Travel Fee: the amount of money (EUR) the traveler pays the organization to arrange the travel services. This fee includes (travel) fares, transportation, accomodation, the activities included, (part of) the food expenses, fixed expenses, handling fee, taxes, tourist taxes and any other costs needed to arrange the trip as offered.

Law: The dutch law

Package tour: as stated by the [dutch law](#).

The bus: The vehicle in which the trip is hosted. The organizer hosts their trips from an English double decker bus, which is used as both accomodation and transportation.

Host: The person guiding the trip, acting on behalf of the organization.



### Article 3: Booking procedure

#### *Article 3.1: Ways of booking*

A booking can be made by the traveler by:

- a booking through the organizers website, by filling in the form
- an email to the organizers email address

#### *Article 3.2: Confirmation of booking*

A booking is confirmed after the traveler has agreed to the conditions and has handed over the organizer all the information asked. A traveler must meet the predefined participation requirements. Also a booking is only confirmed when the organizer has confirmed in writing and the traveler has received its confirmation email, either through booking through the website or by email.

#### *Article 3.3: Booking validity*

A booking with the organizer, when done so as stated above, is legally binding. On these official bookings there is no right of withdrawal.

#### *Article 3.4: Information obligation*

When booking, the traveler is obligated to answer the general questions stated by the organizer if these are noted as mandatory. When answered, the responsibility of consequences concerning false answers lies with the traveler.

The organizer is obligated to only ask reasonable and necessary questions needed to arrange the trip. Also, the organizer is obligated to treat any sensitive information with care and only share it with others if the traveler has given permission or when the organizer feels like the traveler or third parties are otherwise in danger.

#### *Article 3.5: Booking authority*

A traveler has the authority to book for other fellow travelers. When doing so, this traveler will be jointly and severally liable for complying with agreement. All communication concerning the booking of the fellow travelers will go through this traveler. This traveler is also obligated to, with permission of the fellow traveler, answer the asked questions about the fellow travelers and share any needed information about their (situational) circumstances

By booking a trip, the traveler authorizes the organizer to confirm bookings in his or her name regarding the contents of a trip. For example the booking of activities or accomodation.



#### Article 4: Trip content

##### *Article 4.1: Trip expectations*

The organizer is responsible for communicating the right expectations about the trip content. The content is communicated on the website before booking and afterwards by email. The organizer will truthfully answer questions about the contents of the trip to the best of their knowledge.

##### *Article 4.2: Content changes*

All trip contents are communicated with reservation. The organizer is allowed to make changes to the content after booking the trip. The organizer will strive to ensure that the original content is executed. When the content needs to be changed due to external factors, the organizer has the right and obligation to find a suitable alternative.

The organizer can not be held responsible for changes/cancellations in the content due to:

- extreme weather conditions
- changes/cancellation carried out by the third parties hired to organize activities or accomodation
- unwillingness of the traveler(s)
- inevitable misfortune or accidents

In case of significant changes to the content that changes the nature of the trip, the organizer is bound to inform the traveler. In this case the traveler has the right to decline the trip and has the right to a refund.

##### *Article 4.3: Included & excluded*

A trip includes:

- accomodation on all night of the trip, either inside the bus or elsewhere
- transportation with the bus from the pick-up point to the drop off point.
- The use of all the facilities on the bus.
- breakfast, lunch and dinner served, unless stated otherwise in the itinerary of the trip. This excludes costs when deciding to eat at an eatery. This also excludes breakfast on the first day and lunch & dinner on the last day.
- Activities as stated in the itinerary.
- Hosting

A trip excludes:

- Transportation to the pick-up point and from the drop-off point.
- Towels



#### *Article 4.4: Occupancy requirements*

Trips have a maximum of 9 travelers, due to the amount of beds the organizer can accommodate. Trips can only be executed with a minimum of 4 travelers. If a traveler has booked a trip that does not reach the minimum amount of 4 bookings, the organizer has the right to cancel this trip and the traveler has the right to a refund.

#### *Article 5: Baggage restrictions*

The organizer allows the traveler to take a one suitcase or backpack with the maximum size of:

- length: 70cm
- width: 50cm
- height: 25 cm

In addition, a traveler is allowed to take one piece of hand luggage, no bigger than:

- length: 45 cm
- width: 36 cm
- height: 20 cm

Baggage, taken by any individual traveler, transcending these sizes may be refused by the organizer when boarding the bus, due to limited space in the bus.

#### *Article 6: Payment details*

##### *Article 6.1: Fee establishment*

The travel fee is published on the website per trip, complete with the included and not included costs. The travel fee includes a set price for each traveler to cover the general expenses of the Organizer. The expenses of the trip, like accomodational costs or activities, differ per trip. Therefore so do the different Travel fees. The travel fee does not include any additional costs. These additional costs will be charged separately.

##### *Article 6.2: Payment requirements*

The traveler has the option to pay the due amount either all at once when booking his or her trip or by doing just the mentioned downpayment when booking. In the latter case the remaining amount has to be paid at least two months before departure.

When booking through e-mail, the booking will only be final after the (down)payment has been made.



#### *Article 6.3: default of payment*

In the event of default of payment within the given terms, the organizer will give notice to the traveler by email or telephone and request the traveler to pay the travel fee. If payment still isn't made within the requested term, the organizer has the right to cancel the booking and suspend the agreement. The organizer is entitled to charge the cancellation costs stated below.

#### *Article 6.3: Additional expenses*

The payment of any additional expenses made during the trip, which are, for example, the costs of optional activities, drinks or merchandise, will be settled afterwards. The organizer will keep track of all the extra expenses the traveler has made and the traveler agrees to what it is composed of. The payment will be made by the traveler within a maximum of 48 hours after conclusion of the trip.

#### *Article 6.4: WeTravel*

The organizer uses WeTravel as a booking system. Payments are made through a SEPA Direct Debit or Credit card. Upon booking the traveler agrees to the Terms and conditions of WeTravel. The organizer is not responsible for any trouble caused by the booking system or payment system of WeTravel.

#### *Article 7: Cancellation by either side*

##### *Article 7.1: Cancellation by traveler*

The Traveler can cancel the Agreement at any time before the start of the Trip. Termination must be in Writing. The date on which the Written cancellation is received by the Organizer is considered the moment of cancellation. In case of receipt after 5 pm CET or outside business days, the next business day is considered the date of receipt.

##### *Article 7.2: Cancellation fee*

In the event of cancellation, the traveler owes the following amounts, depending on the amount of days prior to the departure date of the trip, as stated on the website and in the confirmation email:

- within 48 hours after booking: 100% refund
- More than 8 weeks before departure: 15% of the travel fee
- 5-8 weeks before departure: 30% of the travel fee
- 3-4 weeks before departure: 50% of the travel fee
- 2 weeks before departure: 80% of the travel fee
- 1 week before departure: 100% of the travel fee



### *Article 7.3: Change of traveler*

The traveler is allowed to change the name on his or her booking, or any other fellow traveler he or she has booked for and let someone else take their place. If so, the traveler must contact both the organizer and the suggested traveler. The organizer can change the name on the booking only if the suggested traveler meets the predefined participation requirements.

### *Article 7.4: Cancellation by organization*

The organizer can terminate the Agreement before the start of the trip and refund the traveler all amounts paid for the trip without being liable for compensation:

- if the number of registrations is less than the minimum number stated in the agreement and the traveler is notified of the cancellation.
- in the event of force majeure, which is understood to mean unavoidable and extraordinary circumstances.

When the organizer cancels the trip, the organizer will look for a suitable alternative for the traveler on another possible trip. If this alternative is not suitable for the traveler, the organizer will reimburse the travel fee within 14 days. The organizer does not refund expenses other than the travel fee. Therefore, costs incurred by the traveler for services not included in the travel fee, such as vaccinations, visas, purchase of material and insurance are non refundable.

When the traveler has the right to a refund, the organizer will offer a voucher of the full amount due. If the traveler does not find this voucher satisfactory, the organizer is obligated to refund the total amount due.

### *Article 7.5: Termination at the fault of the Traveler*

In the event that the traveler does not meet the predefined participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition or other relevant subjects is provided by or on behalf of the traveler, the organizer has the right to terminate the agreement.

### Article 8: Insurance

The organizer requires the traveler to have suitable travel insurance. Suitable travel insurance includes at least the following coverage for the complete duration of the trip:

- cancellation
- loss of luggage
- healthcare costs
- extreme sports (highly recommended, but only mandatory when executing these sports)



## Article 9: Liability

### *Article 9.1: Responsibility of execution*

The organizer is responsible for the execution of the travel services to which the agreement relates, both when these services are executed by the organizer itself or by another travel service provider. The organizer is expected to execute the agreement in accordance with the expectations that the traveler may reasonably have on the basis of the publications, the agreement and the circumstances at the travel destinations.

### *Article 9.2: Insured damage*

The organizer is not responsible for damage and/or injury, loss, theft or damage to money or property, molestation or circumstances for which travel insurance provides cover under normal circumstances.

### *Article 9.3: Force majeure*

Neither can the organizer be held liable if due to force majeure, which is understood to mean unavoidable and extraordinary circumstances, the trip has to be interrupted or the itinerary has to be adjusted. Should a situation of force majeure occur before the start of the trip and result in the trip being cancelled, an alternative will be offered by the organizer. If this alternative is not satisfactory to the traveler, the organizer will reimburse the full costs of the trip.

### *Article 9.4: non-conformity*

The traveler is responsible for its own belongings both inside and outside of the bus. The organizer can not be held liable if these belongings get lost, are damaged or stolen due to his or her own negligence.

The traveler is in no way entitled to compensation for damage incurred by or to the traveler as a result of non-conformity, insofar as the non-conformity is due to:

- The traveler itself
- Third parties who are not directly involved in the execution of the agreement and the non-conformity could not be foreseen or prevented
- Unavoidable and extraordinary circumstances.

### *Article 9.5: Travel documents*

The traveler is ultimately liable for having the correct and valid travel documents (passports, visas, insurance documents, etc.) in his or her possession (in time). If the traveler is unable or partially unable to depart on the trip due to the lack of certain travel documents, the associated consequences and/or costs are for his or her own account.



#### *Article 9.6: Liability and compensation of the organizer*

In the event that the organizer has failed imputably and is justifiably held liable for damage suffered by the traveler, the compensation will never be more than the travel fee invoiced by the organizer. When assessing this, account should be taken of the stubborn and adventurous character of the trip, the local circumstances, customs and restrictions that the destination and the nature of the trip entail. The organizer is not liable for damage against which the traveler is insured, for example by taking out a travel and/or cancellation insurance or health insurance) and for damage suffered by the traveler in the context of the exercise of a profession or business (including damage due to missing connections and/or not arriving at the destination on time).

#### *Article 10: Traveler behaviour*

##### *Article 10.1: Expected behaviour*

The traveler must behave as a reasonably acting traveler and is obliged to follow all instructions to promote the proper execution of the trip from the organizer and the travel service providers.

##### *Article 10.2: non-compliance*

In the event of non-compliance with instructions or in the event that a Traveler causes nuisance, the organizer or the travel service provider has the right to partially or completely deny the traveler further participation in the trip or travel service. In such a case, the traveler is not entitled to a refund. Further costs incurred as a result are at the expense and risk of the traveler.

Before proceeding to exclusion from participation, the traveler will first be given a verbal or written warning. A warning is not required if this cannot be required of the organizer or Travel service provider given the circumstances of the case, taking into account the behavior of the traveler, the expected chance of improvement of the behaviour, the effect on the trip and other travelers, the risk of damage and the safety of the travelers and others.

##### *Article 10.3: Damage due to non-compliance*

The Traveler is liable for damage caused by his behaviour, non-compliance with the obligations in this article or damage that is otherwise attributable to him. The traveler indemnifies the organizer against claims from travel service providers or third parties involved in the trip for damage caused by the traveler or attributable to him.

#### *Article 11: Local conditions*

##### *Article 11.1: local condition and cultural differences*

The traveler should be aware of the fact that visiting another location or even country means participating in a local climate and culture, with local customs and traditions. When it comes



to infrastructure (electricity, water supply and coverage for mobile calls and wireless internet), hygiene and style and design of the accommodation and the sometimes persistent heat, it can be different than what the traveler is used to. The organizer bears no responsibility for these matters. Also expenses can be higher or lower in different places. This may affect the travel fee.

#### *Article 11.2: Nature of the trip*

The organizer emphasizes the adventurous nature of these trips. The objective of the organizer is to take travelers into nature and experience adventures. It is pointed out that this goes along with certain travel conditions, non-comparable to luxury but more based on a back to basic state of mind. Also, the organizer emphasizes that the traveler travels with an old-timer double decker bus from the '70. Meaning mechanical problems are a plausible scenario and modern accessories are not available on board. The travelers understands and accepts these unavoidable risks by booking the trip and therefore can not hold the organizer accountable for possible loss of time or other delay arising from this.

#### Article 12: Complaints procedure

##### *Article 12.1: During the trip*

When the trip does not go according to expectations that the traveler may reasonably have on the basis of the travel agreement, the traveler is expected to immediately report complaints that exceed the level of notification or comment to the organizer. The organizer will strive to solve any problem as soon as possible.

##### *Article 12.2: complaints procedure*

All complaints that, according to the traveler, have not been or have not been fully remedied or compensated during the Trip, must be submitted to the organizer in writing and stating reasons within one month of return.

Not complaining or not complaining in time may affect the amount of any compensation, unless the interests of the Organizer are not harmed by the late complaint. Complaints that are not received on time after return will not be processed.

#### Article 13: guarantee fund

As a tour operator the organizer is affiliated with Guarantee Fund GGTO, which guarantees that the traveler will receive a refund of the part of the travel sum already paid if the tour operator goes bankrupt. This can be before your departure, but also during your stay on location. In addition, GGTO Guarantee Fund guarantees your return journey during your stay if the tour operator can no longer arrange this as a result of bankruptcy. The tour operator will charge the traveler a fixed amount of €7.50 per traveler for this guarantee. This is how the guarantee fund is built up and maintained. For more information on the Guarantee Fund, the organizer directs the traveler to [the website of GGTO](#).



#### Article 14: Other provisions

##### *Article 14.1: Applicable law*

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is contradictory to mandatory law.

##### *Article 14.2: Condition provision*

All information on the website has been compiled with great care. However, it may happen that certain information and/or visual material is not (any longer) correct, outdated or incomplete. Changes and typing errors are therefore reserved. The organizer is not responsible for damage in any way whatsoever caused by the use, incompleteness or inaccuracy of the information and/or images provided on this website.

The organizer has the right to change the above conditions at any time. The version at the time of booking is valid for the traveler.

#### Article 15: COVID-19 Clause

##### *Article 15.1: (entry)Regulations due to COVID-19*

Due to COVID-19 the organizer makes it mandatory for the traveler to abide by the local rules and regulations of the relevant country.

Please note that entry requirements of each country, issued by the government may change regularly and may differ from the ones stated while booking.

##### *Article 15.2: Cancellation due to COVID-19*

If, due to travel restrictions, guests cannot come to the relevant country, the organizer will refund the travel fee to the Traveler. This only applies if restrictions from the governments don't allow guests to travel anymore to the particular country. This doesn't apply when the traveler is being tested positive or has to be quarantined due to contact with Covid. This also doesn't apply if government rules get stricter, like mandatory quarantines or vaccination obligations. Also, an administration fee of 5% of the travel fee will be withheld by the organizer. Meaning 95% of the total travel fee will be refunded.

In case the traveler gets tested positive to COVID-19 or has to be quarantined, the organizer will not be held responsible and the traveler will not get a refund. It is the responsibility of the traveler to make sure to fit the requirements concerning COVID-19 that apply in the relevant country at the time of the trip. Also the traveler is responsible for suitable travel insurance.

In case an activity is being canceled because of COVID-19 the organizer will try to find a suitable alternative.