

Bookings Conditions VVV Ameland

ARTICLE 1 INTRODUCTORY STIPULATION

ARTICLE 1, PART 1

These Booking Conditions cover the following definitions:

- a. Tour operator: the owner or the manager who, in the practise of his company, offers, in his own name, a holiday home to the public through the website of VVV Ameland .
- b. Travel agreement: the agreement through which a tour operator commits himself, to the opposite party, to the provision of the holiday home and possible extra products or services which he is offering.
- c. Traveller:
 - A. the opposite party to the tour operator, or
 - B. the person whose needs are answered by the stipulated tour and who has accepted the stipulation, or
 - C. the person to whom, in accordance with Article 8 of these booking conditions, the legal relationship to the tour operator has been transferred.
- d. Booking office: the company, being VVV Ameland, which acts as intermediary between the traveller and the tour operator, in reaching the travel agreement.
- e. Travel agency: the company which acts through the booking office as intermediary to effect a travel agreement.
- f. Website: the website of the booking office, namely www.vvvameland.nl
- g. Working days: Monday up to and including Saturday, except for recognized holidays.
- h. Office hours: Monday up to and including Friday, 09.00 - 17.00 hrs; Saturday, 10.00 - 15.00 hrs, except for recognized holidays.
- i. Communication costs: telefax, telephone, telegramme, email, postal and telex costs.

ARTICLE 1, PART 2

These booking conditions are applicable to all travel agreements that are effected through the booking office.

ARTICLE 1, PART 3

The sums stated in these conditions include VAT, wherever applicable.

ARTICLE 1, PART 4

Regarding river and sea cruises, different conditions may be applicable, for which the relevance shall be stipulated in the offers in question.

ARTICLE 2 REACHING AND CONTENTS OF A TRAVEL AGREEMENT

ARTICLE 2, PART 1

The travel agreement is reached by the traveller's acceptance of the tour operator's offer. Acceptance can take place either directly, or via the intermediary service of a travel agency.

ARTICLE 2, PART 2

In order to conclude the agreement and the implementation thereof, the traveller shall provide the necessary information about him/herself and possible other traveller(s).

ARTICLE 2, PART 3

A person who, in the name of or acting on behalf of another person, concludes a travel agreement, is severally responsible for all obligations ensuing from the agreement. The (other) traveller(s) is/are responsible for his/her/their own share.

ARTICLE 2, PART 4

If the tour operator is prepared to process requests for alterations, he is entitled to charge the following costs:

- a. organizational costs connected to the request, at € 25,00 per booking;
- b. communication costs;
- c. possible extra costs, charged by providers of service involved in the implementation of the tour.

These requests require the explicit, written consent of the tour operator.

ARTICLE 2, PART 5

Regarding tours in which transport is included, if the length of the tour is stated in days, then the days of departure and arrival are calculated as whole days, regardless of the departure and arrival time. Departure and arrival times, regarding the transport components of the tour, shall be mentioned in the travel documents and/or booking confirmation. These times are definite. The tour operator can only deviate from these times on the grounds of legitimate reasons and within reasonable limits. In such cases, Article 11 and 12 are not applicable.

ARTICLE 2, PART 6

The booking office does not bear any responsibility for photographs, folders and other informational material, such as issued under the responsibility of third parties.

ARTICLE 3 PAYMENT

ARTICLE 3, PART 1

Accommodation you can book online

When reaching a travel agreement, a sum (down payment) shall be paid equal to 30% of the total agreed rent plus reservation cost and eventual assurance costs and articles you have ordered. Deviating payment stipulations in case of short term bookings will be communicated during the booking.

Accommodation which can be booked on request

Once you have completed the booking procedure your request will be sent. You will receive a reply within 1 working day stating whether the booking is possible. You will receive notice if your request has been accepted. Then you will receive a message from the landlord stating when the various payments have to be paid.

ARTICLE 3, PART 2

The eventual remainder of the fare must be paid within the terms mentioned on the booking confirmation. A traveller who does not pay on time is in default. He will be notified in writing or by e-mail by, or in the name of, the tour operator, after which he still has the possibility to pay the amount owing within seven days. If the payment is then still missing, the agreement is considered as being cancelled on the default day. The tour operator is entitled to charge the cancellation costs owed. This being the case, the stipulations of Article 9 become applicable and the previously paid monies shall be taken into account when determining the cancellation charge.

ARTICLE 4 TOUR COST

ARTICLE 4, PART 1

The published fare is an indication. The price on the website is the only right price.

ARTICLE 4, PART 2

The price on the website is based on the prices, exchange rates, levies and taxes, such as were known to the booking office at the time of booking.

ARTICLE 5 INFORMATION

ARTICLE 5, PART 1

On departure and during the tour, the traveller shall be in possession of the necessary documents, such as a valid passport or, where permitted, a tourist card and the possibly stipulated visa, driving licence and green card.

ARTICLE 5, PART 2

If the traveller should not be able to make (complete) use of the tour, due to the lack of any (valid) document, then he shall bear all the consequences entailed, unless the tour operator has undertaken to take care of that document and the lack of it can be attributed to him or that the tour operator has failed in his duty to provide information, as specified in the hereinafter following part.

ARTICLE 5, PART 3

Information regarding documents required shall be provided by the tour operator at the latest on the reaching of the travel agreement.

ARTICLE 5, PART 4

The traveller shall be provided with information by the booking office as to the opportunity for taking out insurance against cancellation costs, as well as travel insurance.

ARTICLE 6

TRAVEL DOCUMENTS

Directly after booking the traveller receives by e-mail (if not possible by e-mail: by post) a confirmation likewise reservation voucher.

ARTICLE 7

ALTERATIONS MADE BY THE TRAVELLER

ARTICLE 7, PART 1

If the traveller requests to tour operator or booking office alterations in the agreement, this is only possible if the alteration is related to the holiday home booked. If the traveller wants to change to another year or a another holiday home, this goes as a cancellation of the booking with the conditions of article 9 applicable.

ARTICLE 7, PART 2

If the tour operator himself settles the finances with the traveller, as indicated on the reservation voucher mentioned in article 6, the traveller should request the alteration of the booking with the tour operator. The tour operator decides whether the alteration is possible and whether the traveller has to pay any cost for this.

ARTICLE 7, PART 3

If the booking office settles the finances with the traveller for the tour operator, as indicated on the reservation voucher mentioned in article 6, the traveller should request the alteration of the booking with the booking office. After realization of the agreement the traveller can request alteration until 8 days after booking. In case of an alteration request later than 8 days after booking and more than 8 weeks before arrival, the booking will be cancelled and the traveller owes 15% advance payment, reservation cost and eventually the cost of the cancellation assurance. In case of an alteration request within 8 weeks before arrival article 9 is applicable.

ARTICLE 7, PART 4

Requests for alteration submitted to the booking office, as mentioned in part 3, will be as far as possible be implemented, in which case they will be confirmed in writing by the booking office. Applicable here is the condition that the traveller pays the altered fare according to the ruling of Article 3, with the deduction of the already-paid monies. Furthermore, he is obliged to pay the alteration costs of € 15,00, as well as to pay possible communication costs and the alteration cost made by the tour operator.

ARTICLE 7, PART 5

The decision on a request for alteration submitted to the booking office, as mentioned in part 3, shall be made as speedily as possible. Any refusal shall be accompanied by the reasons thereto. The traveller can either retain or cancel the original agreement. In case of cancellation article 9 is applicable. If a traveller does not react to the refusal of his request, the original agreement shall be executed.

ARTICLE 7, PART 6

If a request, despite rejection, is maintained this obtains as a cancellation of the agreement and the cancellation conditions are applicable.

ARTICLE 8

SUBSTITUTION OF TRAVELLER

ARTICLE 8, PART 1

The traveller can, in good time before the commencement of the tour, allow him/herself to be replaced by another person. The applicable conditions are:

- a. the other person conforms to all the conditions contained in the travel agreement; and

- b. the request is submitted at the latest 7 days before departure, or so early that the necessary arrangements and formalities can be implemented; and
- c. the conditions stipulated by the service providers involved in the implementation are not in opposition to this substitution.

ARTICLE 8, PART 2

The notifier, the traveller and the person who replaces him/her are severally responsible towards the tour operator for the payment of the still-owing part of the fare, as well as the alteration and communication costs and the possible extra costs resulting from the substitution, as indicated in Article 7, part 1.

ARTICLE 9

CANCELLATION BY THE TRAVELLER

ARTICLE 9, PART 1

If a travel agreement is cancelled, each traveller is - apart from possible reservation costs owing - answerable for cancellation costs.

- a. on cancellation up until 42 days before the day of arrival: 30% of the tour cost;
- b. on cancellation as from (and including) the 42nd day up until the 28th day before the day of arrival: 60% of the tour cost;
- c. on cancellation as from (and including) the 28th day up until the day of arrival: 100% of the tour cost.

ARTICLE 9, PART 2

The cancellation costs indicated in this article shall not exceed the fare/tour cost.

ARTICLE 9, PART 3

In the case that there is no cancellation, but that the traveller chooses for substitution, Article 8 becomes applicable.

ARTICLE 9, PART 4

Deviating cancellation regulations can be applicable to some tours or parts of tours - such as cruises, scheduled-service tours and circular tours; however they are only applicable if this has, ahead of time, been clearly stated on the website.

ARTICLE 9, PART 5

- A. The cancellation of an agreement by one or more travellers who have jointly booked accommodation in a hotel room, apartment, holiday flat or other accommodation, serves as the cancellation of all agreements, so that the sums paid by all travellers, stipulated in the parts above, have to be paid.
- B. If the left-over travellers so wish and if the size of their group falls in the price column for this accommodation, the respective agreements remain intact. Sub-heading C then becomes applicable.
- C. The travellers mentioned in sub-heading B shall pay the fare as indicated in the price column for the remaining number of travellers.
- D. If the left-over travellers wish to enter a new agreement for the same period and same accommodation, the cancellation charge received for the left-over traveller(s) will be deducted from the new fare(s). Furthermore, the total sum of the cancellation fee and increased fare(s) shall never exceed the fares for the original travellers.

ARTICLE 9, PART 6

A cancellation by the traveller will only be processed on working days and during office hours. Cancellations outside these office hours shall be processed on the next ensuing working day.

Article 10

CANCELLATION BY THE TOUR OPERATOR

The tour operator is entitled to cancel the agreement with immediate effect, if the number of applications is less than the required minimum total, as stated on the website. The cancellation shall take place in writing and within the time period stated on the website. Articles 11 and 12 are not applicable.

Article 11

ALTERATIONS, POSSIBLY FOLLOWED BY CANCELLATION BY THE TOUR OPERATOR

ARTICLE 11, PART 1

The tour operator is entitled to alter the agreed upon provision of service on one or more essential points, due to grave circumstances.

'Grave circumstances' is considered as being circumstances of such a nature that no further commitment by the tour operator to the agreement can reasonably be demanded.

If the reason for the alteration can be attributed to the traveller, any ensuing damages shall be borne by the traveller.

If the tour operator has saved money through the alteration, the traveller is entitled to his/her share of the amount saved.

ARTICLE 11, PART 2

The tour operator must, within 48 hours (2 working days) of the commencing of the grave circumstances, submit a proposal of alteration to the traveller in the form of an alternative offer. This obligation lapses, if the reason for the alteration can be ascribed to the traveller. The traveller can reject the alteration(s).

ARTICLE 11, PART 3

The alternative offer shall be for the booked period and at least equivalent (to the original offer). The equivalence of alternative accommodation shall be judged according to objective criteria and should be determined according to the following circumstances, which shall be apparent from the alternative offer:

1. the location of the accommodation in the destination;
2. the type and class of the accommodation;
3. other facilities offered by the accommodation.

In the above-mentioned judgement, the following should be taken into account:

1. the composition of the tour group;
2. the particular characteristics of the traveller(s) in question, as known to the tour operator and confirmed in writing by him;
3. the traveller's desired deviations from the programme or additions thereto, such as confirmed in writing by the tour operator;
4. the documented personal circumstances made known upon application by the traveller(s) as being of essential importance to him/her/them.

ARTICLE 11, PART 4

If the offer by the tour operator mentioned in part 2 is rejected by the traveller or if a similar offer is not made, then Article 6 becomes applicable.

ARTICLE 11, PART 5

The tour operator is permitted to alter the agreement on a non-essential point, due to grave circumstances which are immediately communicated to the traveller.

In such a case, the traveller can only reject the alteration if it places him/her at a disadvantage of more than limited magnitude.

ARTICLE 11, PART 6

The traveller who makes use of his/her right to reject the alteration or the alternative offer as mentioned above shall make this known within 3 working days after receiving the notification of the alteration. In that case, the tour operator is entitled to cancel the agreement with immediate effect.

He is bound - under threat of default - to make use of this right within 7 working days after receiving the traveller's statement about the alteration. The traveller is, in that case, entitled to exoneration or reimbursement of the fare (or, if the tour has already been partly used, reimbursement of a proportional part thereof) within two weeks, without prejudice to his possible right to compensation for damages as mentioned in part 7 of this article.

ARTICLE 11, PART 7

A. If, after the traveller(s) has/have arrived, a significant part of the services, as related to the agreement, should not be provided or if the tour operator realizes that he will not be able to provide a significant part of the services, then the tour operator shall make suitable, alternative arrangements, bearing in mind the continuation of the tour.

B. If such re-arranging should prove impossible, or if due to sound reasons is not accepted by the traveller(s), the tour operator shall provide the traveller(s) with an equivalent means of transport, to bring him/her/them back to the location of departure or to another location for return, in mutual agreement with the traveller(s).

C. Damage to the traveller issuing from this alteration shall be borne by the tour operator, if the default in the implementation of the agreement can be ascribed to him in accordance with the stipulation in Article 12.

ARTICLE 11, PART 8

The tour operator is under the obligation to inform the traveller as to any alteration, implemented by him/the tour operator, in the departure time.

Article 12

LIABILITY AND FORCE MAJEURE

ARTICLE 12, PART 1

Without prejudice to the stipulation in Articles 10, 11, 13, 14 and 15, the tour operator is under the obligation to execute the agreement in accordance with the expectations which the traveller may, in all reasonableness, have on the grounds of the agreement.

ARTICLE 12, PART 2

If the tour should not turn out according to the expectations stipulated in part 1, the traveller is under the obligation to communicate this as soon as possible, to the parties concerned as stipulated in Article 17, part 1.

ARTICLE 12, PART 3

If the tour should not turn out in accordance with the expectations stipulated in part 1, the tour operator is under the obligation to reimburse possible damage, unless the default in the compliance cannot be ascribed to him or to the person whose assistance he uses in the execution of the agreement, because:

- a. the default in the execution of the agreement can be ascribed to the traveller; or
- b. the default in the execution of the agreement can be ascribed to a third party not included in the provision of services which are part of the tour; or
- c. the default in the execution of the agreement can be ascribed to force majeure, as stipulated in part 4 of this article.

ARTICLE 12, PART 4

Force majeure is interpreted as abnormal and unforeseen circumstances, independent from the will of the party who pleads it and of which the consequences could not have been avoided, in spite of all precautionary measures.

ARTICLE 13

HELP AND SUPPORT

The tour operator, according to the dictate of circumstances, is under the obligation to help and support the traveller, if the tour does not turn out according to the expectations which the latter may, in all fairness, have on the grounds of the agreement. The therefrom ensuing costs shall be borne by the tour operator, if the default in the execution of the agreement can be ascribed to him, according to the third part of Article 12.

If the cause can be ascribed to the traveller, the tour operator is under the obligation to provide help and support to a degree which, in all fairness, can be required of him. The costs are, in that case, to be borne by the traveller.

ARTICLE 14

EXCLUSION AND RESTRICTION OF THE TOUR OPERATOR'S LIABILITY

ARTICLE 14, PART 1

If the tour operator, on the grounds of Article 12, is held responsible for damage suffered by the traveller, his liability shall be limited or ruled out in accordance with the applicable international treaties. Nor does he accept liability for damage for which a claim for compensation consists of the bulk of a tour and/or cancellation costs insurance.

ARTICLE 14, PART 2

If the tour operator is liable to the traveller for the loss of travelling pleasure, the compensation amounts, at the most, to the equivalent of the tour fare.

ARTICLE 14, PART 3

Without prejudice to the stipulations in the above parts of this article, the liability of the tour operator for damage other than caused by the death of or injury to the traveller is restricted to, at the most, three times the fare, unless there is a question of intention or flagrant guilt on the part of the tour operator. In that case, his liability is unlimited.

ARTICLE 14, PART 4

The rulings out and/or limitations of the liability of the tour operator, as included in this article, are also applicable on behalf of the employees of the tour operator, the booking office, the travel agency and providers of service, as well as their personnel, unless this is ruled out by treaty or law.

ARTICLE 15

OBLIGATIONS OF THE TRAVELLER

ARTICLE 15, PART 1

The traveller(s) is/are during his/their stay under the obligation to conform to all instructions by the tour operator in the promotion of a satisfactory execution of the tour and is/are liable for damage caused by his/her/their improper behaviour, as judged according to the criteria for the correct behaviour of a traveller.

ARTICLE 15, PART 2

The traveller who causes hindrance or nuisance, so that a satisfactory execution of a tour is thereby considerably impeded, can be excluded from the continuation of the tour by the tour operator, if it cannot be reasonably be demanded (of the traveller) that he/she complies with the agreement.

All resulting costs shall be borne by the traveller, if and insofar as the consequences of hindrance or nuisance can be ascribed to him/her.

ARTICLE 16

INTEREST AND DEBT-COLLECTING COSTS

The traveller who has not, on time, fulfilled a financial obligation to the tour operator, is - apart from the still-owing amount - under the obligation to pay interest of 1% for each delayed month or part thereof. Furthermore, he/she is obliged to reimburse extrajudicial debt-collecting costs with a minimum of € 45,40.

ARTICLE 17

COMPLAINTS

ARTICLE 17, PART 1

An established fault in the execution of the agreement as stipulated in Article 12, part 2, shall be reported as speedily as possible to the tour operator, so that the latter can implement a suitable solution. If the fault cannot be resolved within a reasonable period and if it causes a deviation from the quality of the tour, this must be immediately reported to the booking office. The communication costs will be reimbursed by the tour operator, unless it is apparent that, in all fairness, it was not necessary to make this contact.

ARTICLE 17, PART 2

If the fault is still not satisfactorily resolved and gives cause for a complaint, the traveller should report this in writing as soon as possible to tour operator.

If a complaint cannot be satisfactorily resolved, it must, at the latest within one month of return, be reported in writing accompanied by motivation, and submitted to the booking office.

If the complaint does not apply to the execution but to the realization of an agreement, this should, within one month of recognition by the traveller of the facts related to the complaint, be reported to the booking office.

Do you have any questions?

Call us for more information:

VVV Ameland

31 (0)519 546 546 / info@vvvameland.nl

Mon-Fr between 9.00-17.00 hours / Sat 10.00-15.00 hours

