

# Terms & Conditions

## Michael Travel & Tours

### Article 01. Reservation/ Booking request

1. All rates on the website are including VAT and reservation costs, excluding administration costs. Michael Travel & Tours (MTT) holds the right to adjust VAT according to the residency and occupancy of the client.
2. Booking rates depend on the season and the availability of tours. These are factors that influence the rates throughout the year.
3. MTT does not guarantee the prices given on the website. The prices are 'from' prices and give an indication of the total cost of the booking. The total cost can either turn out to be more or less. MTT prefers to give an indication of the rate because the majority of tours organized by MTT are eventually tailor-made.
4. Accommodation, tours, and transport can only be guaranteed after MTT has contacted you and confirmed the availability.
5. After MTT received a request through the website or by email, a response will be given within 3 (three) days. In order to proceed with the booking, a number of questions will be asked.

### Article 02. Reservation/ Booking agreement

1. A travel agreement takes place when the client confirms the travel arrangement offered by MTT by email or telephone. After the travel agreement, the client receives a travel confirmation form. This confirmation needs to be signed and returned in order for the client to confirm the booking. After signing the agreement, the client receives the confirmation being the invoice.
2. As long as the confirmation has not been signed, MTT holds the right to change the offer if necessary. Change of offer could take place due to circumstances such as a change in availability, change in rates. Revocation due to a miscalculation of the travel sum is allowed.
3. Before the confirmation, all relevant guest details and requirements need to be communicated to enable MTT to offer a fit custom made holiday

### Article 03. Payment

After confirmation of the travel agreement, a prepayment (online) of 100% is required before the date stated on the invoice.

#### Article 04. Change of booking

1. Changes in bookings can be requested after the confirmation and 1 week before the departure of the guests to the Netherlands. The changes will be processed if possible. In the case of altering travel costs, the client needs to pay the difference between the yet invoiced travel cost and the remaining travel cost. Besides the actual cost, modification costs are € 75, – including communication costs. Postponement of the departure date or decrease of the number of travelers will be considered as a cancellation for which article 6 is applicable.
2. Up to 7 days before the departure of the client to the Netherlands, it is allowed to change the names of the travelers. MTT is not responsible for any circumstances regarding Visa applications, flight details and other transport which is not arranged by MTT.

#### Article 05. Cancellation policy

1. With regards to confirmed, paid or partly paid bookings of tours, transportation, and travel packages (a combination of services) the following conditions are applicable:
  1. Cancellation 6 weeks or more before the day of arrival: 50% of the confirmed price with a minimum of €150,-.
  2. Cancellation after 4 weeks before the day of arrival or on the day of arrival: 100% of the confirmed price with a minimum of €150,-.

#### Article 06. Liability

1. If the holiday does not correspond with the in Article 2 confirmed agreements, the travelers are obliged to communicate this to MTT as soon as possible.
2. If the holiday does not correspond with the in Article 2 confirmed agreements, MTT is obliged to compensate costs, unless MTT nor the service provider whose services were used according to the agreement, can not be held responsible because:
  1. the shortcoming of implementation as agreed is a result of actions of the traveler; or
  2. the shortcoming of implementation as agreed is a result of actions by a third party, who's services or actions were not included in the agreement.
3. MTT cannot be held responsible for the damage caused as a result of below-stated situations:
  1. war, danger through war, quarantine, commotion, deeds of sabotage, strike, denial, crime, boycotting, scarcity of goods, delays of transport due to the traffic;
  2. community dislocation as a consequence of natural disasters or severe accidents;
  3. mistakes by third parties or non-implemented agreements by third parties if these third parties are not employed with MTT or used by MTT to fulfill the agreement;
4. MTT is not liable for damages which the common travel- and cancellation insurance cover for. Neither is MTT liable for damages that are excluded according to the written or non-written International Rights.
5. The liability of MTT per traveler in case of death, physical or psychologic injury of the traveler during the holiday period stated in the agreement, will never be higher than the travel sum per person.

6. The liability for all other damages per person shall never be higher than 50% of the travel sum per person.
7. MTT is never liable for loss or damage to luggage and travel documents.

#### Article 07. Complaints

1. A shortcoming of implementation as agreed needs to be communicated as soon as possible with the involved service provider, to enable the party to come up with a proper solution. In case the shortcoming cannot be solved and decreases the quality of the holiday, the booking agency needs to get informed or if this party cannot be reached MTT. If appears that the traveler did not communicate the shortcoming and MTT was therefore not able to solve the shortcoming, the right for reimbursement shall be limited or excluded.
2. In case a complaint is not solved properly according to the client, this needs to be indicated to MTT within a month by e-mail or letter and with proper arguments.
3. For all arguments between MTT and the client, the Dutch rights are applicable.

#### Article 08. Resignation or changes by MTT

1. MTT has the right to cancel the agreement due to noteworthy circumstances. Noteworthy circumstances include circumstances of such nature that further commitment to the agreement cannot be considered reasonable.
2. In case of severe local circumstances of the area or other related circumstances, MTT holds the right to change elements of the booking, for example, the travel route, the travel scheme, transport and accommodation, arrival and departure location, the times and order in which excursions are scheduled. Changes in travel schedules due to severe weather circumstances are also included in this article.
3. In case of a change in travel agreements, MTT offers an alternative if possible. The alternative needs to be at least equal to the present offer. The client has the right to reject this offer within 3 days after the notification. In that case, MTT can cancel the alternative and refund the arrangements, if already paid. In case the alternative is offered from 10 days in advance, the client needs to confirm or reject within 24 hours (working day) to enable MTT to cancel or confirm the arrangement. If no response is received within 24 hours, MTT holds the right to cancel or confirm the booking and the costs made are for the clients' account.

#### Article 09. Warranties

While MTT strives to provide accurate information, the website may contain inaccurate, incomplete, or out-of-date information. MTT takes no responsibility for errors or omissions in the content of the website and makes no commitment to update such information. MTT shall not be liable for any damages relating to the use of, or reliance upon, the website or such information, features, material or services.