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Article 1 Introductory provisions

1. The following terms are defined as follows in the Booking Terms and Conditions:

Travel agent= Agri Experience= : a person who advises, informs and mediates in the realization of contracts in the area of Agricultural private visits, in the operation of his/her business.

Service provider: the transport - or accommodation provider, travel organiser, farmer or horticultural entrepreneur and/or other service providers in the area of Agricultural travel, all in the broadest sense of the word, with which the traveller enters into a contract and which, with due observance of the applicable terms and conditions, is responsible for the performance of the service.

Traveller: A. the client or booking party, B. the person on whose behalf the services performed by the travel agent have been contracted, and who has accepted this contract. C. the guest in the group.

Order: the contract between the traveller and the travel agent, under which a travel agent makes a commitment to the traveller to provide services in the area of travel, in the broadest sense of the word.

Working days: Mondays through Fridays from 9 AM to 5:30 PM, with the exception of legally recognised public Dutch holidays, unless the travel agent explicitly indicates that other opening hours apply to it.

2. Agri Experience is a service provider in the area of Agricultural travel for groups. She can inform, advise and make bookings. The travel agent performs these services at the instructions of the traveller. The Booking Terms and Conditions are applicable to all forms of services provided by the travel agent. There are several exceptions to this:

3. If the traveller books the travel package where other parties than private farms are involved, like hotels and transporters having their own booking terms and conditions, than their booking terms and conditions are preferential.

4. The travel agent can make a booking for the traveller. She concludes a contract between the traveller and the service provider selected by the traveller. The travel agent herself is not a party to the resulting contract.

5. The travel agent is not liable for the correct fulfilment of the services booked through her. These are subject to the terms and conditions of the service provider in question, for example the hotel.

The travel agent is, of course, responsible for a careful fulfilment of the services provided by herself, such as for correct advice and correct handling of the booking.

6. The travel agent can charge a fee for his/her services, on condition that the traveller is informed of this in advance.

Article 2 The order in general

1. The content of the order can consist, among other things, of informing and advising the traveller, and if possible booking the services desired by the traveller on the traveller's behalf.

2. The client is bound vis-à-vis the travel agent and the service provider after the order is given, irrespective of whether a prompt confirmation is provided.

3. It will generally be possible to provide the traveller with the confirmation/order confirmation immediately, in which case said confirmation will be deemed proof of the contract described in the confirmation.

4. In the event that the order confirmation cannot immediately be provided and is sent later by the travel agent, the traveller has a period of two working days to appeal. If the order is not contested within that period, the order confirmation is deemed proof of the existence of the contract and its content. This does not affect the option open to the traveller to provide evidence to the contrary.

5. In the case of a booking via the internet, the travel agent will confirm the reservation. It means that he/she is entering into a contract. The traveller is bound by this contract from the moment the booking is confirmed by the travel agent.

6. The client is wholly liable vis-à-vis both the travel agent and the service provider for the obligations arising from the order.

7. The other travellers are also accordingly liable for their share of the agreed service provision.

Article 3 The booking order

1. Traveller's obligation to provide information The traveller will provide the travel agent with all the necessary information on him/herself and any other travellers before the contract is entered into or implemented. This will include the number of his/her mobile telephone and email address, if available. The traveller will provide information concerning him/herself and concerning travellers for which he/she has made a booking with regard to their physical and/or mental health, other relevant – including medical – aspects and on any limited mobility, or the necessity for accompaniment of minors and/or disabled travellers, pregnant women, persons who are ill and other travellers. If the client fails to comply with his/her obligations to provide information, any negative financial consequences arising from this will be borne by the traveller.

2. Price adjustments

The prices of reserved services can be adjusted in accordance with the terms and conditions of the service provider. These adjustments will be notified and charged on as quickly as possible.

3. Cancellation/changes instigated by the traveller .

Any cancellations of or changes to the order(s) issued can only take place on working days and only at the request of the traveller. In the event that, at the request of the traveller, a cancellation takes place or changes are made to reservations already made, the costs relating to this will be charged. These can be cancellation or amendment costs charged by the service provider, and/or the costs which the travel agent is forced to incur in order to realise the cancellation or change. Cancellation /changing costs have a minimum of € 50,-- per booking.

Standard cancellation fee

In the event that a contract is cancelled by the client, the travel organiser can charge the traveller the following cancellation fees, in addition to any reservation costs owed: - in the case of cancellation up to the 42nd calendar day (exclusive) before the day of departure: the deposit; - in the case of cancellation from the 42nd calendar day (inclusive) to the 28th calendar day (exclusive) before the day of departure: 35% of the travel sum; - in the case of cancellation from the 28th calendar day (inclusive) to the 21st day (exclusive) before the day of departure: 40% of the travel sum; - in the case of cancellation from the 21st calendar day (inclusive) to the 14th day (exclusive) before the day of departure: 50% of the travel sum; - in the case of cancellation from the 14th calendar day (inclusive) to the 7th day (exclusive) before the day of departure: 75% of the travel sum; - in the case of cancellation from the seventh calendar day (inclusive) until the day of departure or later: 100% of the travel sum;

4. All notifications from the travel agent or service provider will only be made to the traveller.

5. Cancellation costs of a private farm visit or visits will be charged till 100%, like art. 3.3/ Other parties (hotels, transporters etc.) will charge according to their own general condition in case of cancellation

Article 4 Payments

1. The amounts owed must be paid within the period indicated by the travel agent. The travel agent is authorised to collect the amounts owed, if necessary on behalf of and for the account of the service provider(s) in question.

2. The travel agent can require a deposit when issuing the order(s), which in any event will not exceed the deposit under the terms and conditions of any service providers involved.

3. The remaining amount owed must be received by the travel agent no later than 14 days before the actual visit takes place.

4. In the event that the payment/deposit does not take place or does not take place in time, the travel organiser will send the traveller a payment reminder at no charge, giving the traveller a further 14-day period to make the payment. If payment has still not been made by that time, the contracts will be deemed to have been cancelled, unless the terms and conditions of any service providers involved stipulate otherwise. At that point, the travel agent will be entitled to charge the costs related to cancellation, or to settle them against the deposit(s) received.

5. Any reimbursements will be made solely to the traveller.

Article 5 Liability

1. The travel agent will perform her work with the care of a good contractor.
2. The travel agent accepts no liability for actions and/or omissions of the service provider(s) involved as referred to in Article 1 paragraph 1, or for the correctness of the information provided by this/these service provider(s). The travel agent accepts no responsibility for photos, folders, advertisements, websites and other information carriers, inasmuch as these have been drawn up or published under the responsibility of third parties.
3. Inasmuch as the travel agent herself fails attributable and the traveller suffers loss as a result (including loss of travel enjoyment), the liability of the travel agent is limited to a maximum of the services invoiced by the travel agent.
4. The liability for loss against which the traveller is insured (for example by taking out travel and/or cancellation insurance or health insurance), and liability for loss which the traveller suffers in the context of the performance of a profession or the operation of a business (including loss resulting from missing connections or not arriving on time at the destination) are excluded.
5. The travel agent is not responsible for any promises made by his/her staff and/or third parties which manifestly differ from the conditions stated in these terms and conditions or in the terms and conditions of the service provider responsible, unless such promises are confirmed subsequently in writing.
6. The exclusions and limitations of liability contained in this article also apply to the staff of the travel agent.

Article 6 Documents

1. The traveller him/herself is responsible for obtaining the necessary additional information from the relevant authorities and to ascertain in good time before departure whether or not the information previously obtained has changed.
2. The traveller him/herself is responsible for having the necessary travel documents with him/her, such as a valid passport or, where permitted, an identity card and any necessary visas, proofs of immunisations and vaccinations, driving licence and international motor insurance certificate.
4. If the traveller is unable to undertake all or part of the travel package as a result of not being in possession of any document, or such a document not being valid, any and all consequences of this will be at the traveller's expense, unless the travel agent has promised that it would arrange the document in question, and its absence can be imputed to the travel organiser.

Article 7 Interest and collection costs

1. A traveller who has not complied in a timely manner with his/her financial obligations to the travel agent will owe the statutory interest on the remaining amount, unless the terms and conditions of the service provider in question stipulate a higher interest rate.

2. The traveller will also be required to reimburse any extrajudicial costs reasonably incurred by the travel organiser or the service provider. These amounts will be a maximum of: 15% of travel sums up to €2,500; 10% of the subsequent €2,500 and 5% of the subsequent €5,000, with a minimum of €40. The travel agent can deviate from the stated amounts and percentages to the advantage of the traveller.

Article 8 Complaints

1. Complaints relating to a reservation made by the travel agent and/or advice and information provided by the travel agent must be submitted to the travel agent within one month after the traveller takes cognizance of the facts to which the complaint relates.

2. The travel agent will issue a written response no later than one month after receipt of the complaint.

3. An amount of compensation will never be higher than the amount paid for the service.

Article 9 Disputes

1. Dutch law is applicable to the contracts entered into, amended or supplemented on the basis of these Booking Terms and Conditions.

2. A traveller is entitled to put the case before the competent court. Dutch courts are competent to hear such disputes, to the exclusion of courts in all other countries, unless another country's courts are competent under mandatory rules.

3. All rights of claim will lapse one year after the end of the reserved service(s) (or, if the travel package did not take place, one year after the original date of departure). Claims relating to injury expire one year after the end of the reserved service(s) (or, if the travel package did not take place, one year after the original date of departure). The parties are bound by the periods referred to in this paragraph unless it is unacceptable on the grounds of reasonableness and fairness that the travel agent invokes these periods.