

# TERMS AND CONDITIONS OF DISABLED ACCESSIBLE TRAVEL

## 1. Applicability

Disabled Accessible Travel, a company legally constituted under the laws of the Netherlands, registered in the trade register of the Chamber of Commerce under number 68445911, located at Pettelaarseweg 25 in (5216 BG) 's-Hertogenbosch, the Netherlands (hereinafter: "DAT"), is in the business of providing intermediate services related to travel for international visitors with disabilities. DAT is not a tour operator and it does not offer package trips. DAT is not a travel agent and it does not provide travel agency services.

These terms and conditions apply to every offer of, agreement with, assignment granted to and/or legal act or service performed by DAT in relation to a counterparty (hereinafter: "counterparty"), including every follow-up assignment or altered or supplementary assignment. These terms and conditions also apply for the benefit of everyone who works or worked at DAT, any person engaged by DAT, including any of their heirs, and all persons for whose acts or omissions DAT is or may be liable.

## 2. Assignments and agreements

Each time that counterparty wishes to grant an assignment to, receive a service or product from or enter into an agreement with DAT, an agreement (hereinafter: "agreement") is only established once DAT accepts it. All assignments will be deemed to have exclusively been given to and accepted by DAT, even if it is the explicit or tacit intention that the assignment will be performed by certain persons. In principle, an agreement is executed by way of a written contract signed by both parties.

The obligation of DAT to provide services to counterparty consists of a best efforts obligation that is based on the information provided by counterparty and the nature of the agreement. Counterparty is obliged to inform DAT of all facts and circumstances that may be relevant for the correct performance by DAT of the services as well as all data and information required by DAT.

Counterparty is under the obligation to declare anything that may impede the performance of the contract with DAT. Failure to do so may result in DAT, its agents, associates, affiliated companies or subcontractors refusing counterparty access to services contracted due to inter alia health and safety concerns and/or the well-being of other guests.

Data and statements mentioned in drawings, images, catalogues, websites, offers, advertising material and standard sheets, etc. are not binding on DAT, except if DAT expressly and unreservedly states otherwise. The applicability of Section 7:404 and Section 7:407 subsection 2 of the Dutch Civil Code is excluded in its entirety.

DAT will perform an agreement exclusively for the counterparty's benefit. Third parties cannot derive any rights from the agreement and, more generally, the manner in which the agreement has or has not been executed. Counterparty is not allowed to transfer in any way rights under an agreement to third parties, unless with the express prior written consent of DAT. Each agreement includes the authority of DAT to engage third parties on behalf of counterparty and also to accept any limitations of liability of such third parties. DAT is not liable for the choice or any shortcomings of these third parties, except in the case of malice or gross negligence on the part of DAT. The applicability of Section 6:76 of the Dutch Civil Code is excluded in its entirety.

If any provision of an agreement or any other agreement conflicts with any of the provisions of these terms and conditions, the provisions of these terms and conditions prevail, unless the agreement or such other agreement specifically states otherwise.

All delivery periods and dates mentioned by or agreed with DAT are determined to the best of its knowledge on the basis of the information known to it at the time of entering into the agreement. Interim delivery Dates mentioned by DAT or agreed between the parties always serve as target dates, are not binding on DAT and are only indicative by nature. DAT will make reasonable efforts to observe the agreed latest delivery periods and dates as far as possible. DAT is not bound by any delivery period or date, whether latest or otherwise. DAT must notify counterparty that a delivery period or date, whether latest or otherwise, will be exceeded prior to the expiry thereof. Exceeding a delivery period or date, whether latest or otherwise, will not under any circumstances constitute a breach in the performance of the agreement.

## 3. Scope

These terms and conditions distinguish between package trips, concierge services and other travel services. A package trip is defined as such when incoming services have a total package price and where the package trip lasts for at least 72 hours. Concierge services are defined as those services where DAT locates and secures third party services for counterparty. Other travel services are defined as including but not limited to airport transfers, overnight stays, short excursions that include but are not limited to shore excursions.

Where DAT acts as a concierge for services to be provided by third parties, such as tour operators, DAT is not a party to the agreement. The third party's terms and conditions might apply to that agreement. DAT will not be liable under any circumstance for damages or costs arising from such agreements.

## 4. Price and payment

Counterparty will pay DAT the amounts specified in the agreement. Counterparty will pay any invoice within thirty (30) days of receipt of the invoice. DAT will charge a late payment fee of 1,5% per month or the maximum amount permitted by law, for any payment not received within the above term. If any portion of the invoice is disputed, then counterparty shall pay the undisputed amounts as set forth above and the parties will in accordance with good faith and fair dealing reconcile the disputed amount within thirty (30) days of receipt of the invoice.

Unless expressly stated otherwise, all prices exclude turnover tax (VAT) and other existing or future government-imposed levies. Unless otherwise agreed,

all prices are always expressed in Euros and counterparty must make all payments in Euros.

Non-EU bank charges are payable by the sender bank account holder. Unless DAT states otherwise in writing, all cost estimates and approximations that it provides are indicative. Counterparty may never derive any rights or expectations from a cost estimate or approximation given by DAT.

If counterparty consists of several natural and/or legal persons, each of those persons will be jointly and severally liable to pay the amounts owed under the agreement.

The relevant documents and data from DAT's accounting records or systems will constitute conclusive evidence of the amounts due by counterparty in relation to the agreement, notwithstanding counterparty's right to provide evidence to the contrary.

DAT is entitled to adjust prevailing prices and rates.

Counterparty will never be entitled to suspend any payment or to set off any amounts owed, for any reason whatsoever.

If counterparty does not pay the due amounts, or does not do so on time, notwithstanding the preceding paragraphs, it will be in default by operation of law, without the need for any demand or notice of default, and will be liable to pay statutory commercial interest on the outstanding amount. If DAT hands over the outstanding amount for collection, counterparty will in addition to the total amount payable also be liable to pay all legal costs that are actually incurred, as well as extrajudicial costs at 15% of the total outstanding amount, without prejudice to DAT's right to charge the actual costs.

DAT may retain goods, data and/or services, notwithstanding an existing obligation to deliver or transfer, until counterparty has paid all amounts owed to DAT.

## 5. Cancellation by counterparty

Should counterparty wish to cancel its booking after receipt of a confirmation reference number and performance of the payment, DAT will levy a cancellation fee. Concerning confirmed bookings of tours, transportation, mobility equipment rentals, accommodation, and/or travel packages (a combination of services) the following conditions are applicable:

- Cancellation 30 days or more before the first service date, we will refund 85% with a minimum of €75. The cancellation fee never exceeds the total confirmed booking costs.
- Cancellation between the 29th day and the 15th day before the first service date, we will refund 50% with a minimum of €100. The cancellation fee will never exceed the total confirmed booking costs.
- Cancellation between the 14th day and the 7th day before the first service date, we will refund 25% with a minimum of €100. The cancellation fee never exceeds the total confirmed booking costs.
- There will not be a refund with less than 7 days' notice. No-shows will be treated as cancellations of less than 7 days and no refunds will be paid.
- The PayPal transaction fee is not refunded in case of cancellation.

In this context, the confirmed booking cost means the total price communicated in writing by DAT. Boat tickets, train tickets, or entrance tickets are all non-refundable, and no changes are possible. For accommodations, the cancellation policy of the property is applicable. An additional 48 business hours' notice in writing (CET) to DAT is mandatory.

If counterparty for whatever reason is unable to make use of a confirmed booking, counterparty is allowed to appoint a replacement who will use the services under the applicability of these terms and conditions. When appointed the replacement person is deemed to have agreed to the price of the trip, the travel providers (hotel, train/boat cruise companies and any other contracted entity), the change and the payment of any additional fees levied by travel providers. If replacement is not possible then paragraphs 1 through 3 of this article apply.

If an agreement that does not end through completion by its nature and content, it may be terminated in writing by either of the parties after proper consultation and stating reasons. If the parties have not agreed on any notice period, a reasonable notice period for termination must be observed. DAT will not be obliged under any circumstances to pay any compensation on account of termination.

The rights and obligations of the parties under these terms and conditions shall survive termination or expiration of the agreement.

## 6. Change policy

For any changes to confirmed tours, transportation, mobility equipment rentals, accommodation, and/or travel packages (a combination of services) the following conditions are applicable:

The changes will be processed if possible. A modification fee of €75 will apply per change for any existing booking. In case of altering travel costs, the client also needs to pay the difference to the yet confirmed travel costs and the new costs, after the change. No changes are possible for boat tickets, train tickets, or entrance tickets.

## 7. Alterations

If and insofar as a booking cannot be performed due to circumstances beyond DAT's control, DAT does not guarantee an alternative. DAT is not under any obligation to provide an alternative. In such case counterparty has no claim against DAT nor shall DAT be liable.

Programs may change due to unforeseeable circumstances. DAT will do what it can to offer alternative, equally satisfactory arrangements or other solutions in such cases. Without prejudice to paragraph 1 of this article, where alterations to contracted services are made by persons or organizations that are not a party to the agreement, such as non-docking at a cruise port, DAT is

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not liable for any losses incurred including but not limited to payments made for shore excursions or other services.

Should the alternative provided be of lesser value than the arrangements originally booked, the difference will be refunded to counterparty if and insofar as it is established that the alteration is due to a shortcoming attributable to DAT, without prejudice to article 7.

DAT is entitled to cancel services in case of force majeure, such as natural disaster, war, strike, government action, accidents and technical defects. If DAT cancels a trip before it begins, the monies paid by counterparty will be refunded in full, unless the cancellation is a consequence of circumstances attributable to counterparty.

DAT is entitled to increase fees due to inter alia increased road taxes, tolls, fuel costs, museum and tour site entry fees and/or fluctuation of exchange rates.

DAT is entitled to modify these terms and conditions at all times. The most up-to-date version of these terms and conditions is available through DAT's website.

### **8. Complaints**

Should a trip not meet the contractual agreement and should the service provider at the location be unable to provide a satisfactory solution, under the penalty of loss of rights counterparty is obliged to complain in writing within 30 days of the date on which the service was due to end. DAT can act as mediator between the parties concerned.

Counterparty loses any and all entitlement if it does not complain to the service provider at the location and/or it has not sent a written complaint with the time period set forth in the previous paragraph.

### **9. Liability**

Fully accessible accommodation and/or adapted transport is not readily available throughout many countries. DAT endeavors to offer facilities that are as acceptable as possible. DAT will give counterparty as many details as possible of all accommodations, venues and transport facilities that are attainable on site. DAT is not liable for erroneous details and/or lack of details provided by third party suppliers.

DAT is not liable for lack of pre-booking information regarding access problems that might limit enjoyment of the sites booked.

DAT is not liable for any bodily injury, property damage or financial loss. DAT is not liable for additional expenses not specified as included in the tour costs. DAT is not liable for additional expenses counterparty may incur as a result of circumstances beyond DAT's control. DAT reserves the right to make route modifications as necessary to improve a tour or excursions quality, to accommodate prevailing weather conditions and/or the comfort and well-being of guests.

The liability of DAT for damage or loss as a result of the inaccessibility of its websites as well as for damage or loss as a result of downtime, is excluded.

Any liability of DAT due to an attributable breach in the performance of the agreement, or for any other reason, expressly including any breach in the performance of a warranty obligation agreed with counterparty, is excluded, with the exception of the provisions of the following paragraph of this article.

The liability of DAT for direct damage or loss is limited per case to the cost of the services provided. The liability of DAT for indirect damage or loss, including but not limited to consequential damage, loss of profits, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims by customers of counterparty, loss associated with the use of third-party goods, materials or software prescribed by counterparty to DAT, supplied materials, loss associated with hiring subcontractors prescribed by counterparty to DAT is excluded. The liability of DAT for bodily injury, damage, destruction or loss of data or documents is likewise excluded.

The exclusions and restrictions of DAT's liability, as described in the previous paragraphs of this article, do not in any way affect the other exclusions and limitations of DAT's liability under these terms and conditions.

The exclusions and limitations referred to in this article cease to exist if and insofar as the damage or loss has been caused by the intentional acts or willful recklessness of DAT's management.

The liability of DAT due to an attributable breach in the performance of the agreement will only arise if DAT has acted intentionally or with willful recklessness, counterparty has immediately given DAT a notice of default in writing stipulating a reasonable period for remedying the breach, and DAT remains in attributable breach of its obligations even after that period. The notice of default must contain as complete and detailed a description of the breach as possible, in order to enable DAT to respond adequately.

In order for there to be any right to compensation, for any reason whatsoever, counterparty must always have reported the damage as soon as possible after it occurred to DAT in writing. Any claim to compensation against DAT will lapse on the expiry of a period of 12 months after the claim arises.

The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these terms and conditions, also apply in favor of all natural and/or legal persons engaged by DAT in the performance of the agreement.

To the extent permitted by applicable law, DAT disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on its website. DAT does not guarantee that the information and/or products or services it provides are fault free and does not accept liability for any errors or omissions. DAT does not give any warranty that its website is free from viruses or anything else, which may have a harmful effect on any technology. DAT makes no representation whatsoever regarding the content of any other websites, which you may access through its website and/or links or information provided by DAT. A link to another website does not

mean that DAT endorses or accepts any responsibility for the content or use of such website.

When counterparty enters into an agreement with DAT, it is deemed to have given DAT permission to take photographs and/or record videos of tours and services for marketing purposes, without any financial remuneration being due to counterparty.

### **10. Mobility scooter rentals for use on cruise ships**

In the event of any mechanical failure of a scooter and/or related equipment DAT and/or the scooter supplier are not liable for more than reimbursement of the rental cost.

DAT is not liable for any injuries suffered and/or caused by mishandling of the equipment.

### **11. Travel documentation and insurance**

Counterparty is solely responsible for being in the possession of a valid passport, visa permits, vaccination and other medical certificates, as well as all other travel documents, including traveler cheques and sufficient funds to support itself where applicable. DAT is not liable should counterparty for whatever reason be refused entry into any country.

Counterparty is required to make arrangements for adequate travel insurance, that covers at least the following: flights not departing on time, late arrivals for cruise departure, non-docking causing loss of prepaid tours, baggage loss and/or damage, medical treatment, injury, death, etc. Comprehensive insurance for travel, medical expenses, baggage, money and cancellation is compulsory for all bookings. DAT reserves the right to request proof of insurance at any time during the booking process. Counterparty acknowledges that it is responsible to arrange its own insurance. It is the responsibility of counterparty to ensure that its personal caregiver is registered with an association for the disabled in your country. DAT accepts no responsibility for care or lack of care given to counterparty during its tour. Guides and service providers will not double as caregivers at any time, for whatever reason.

### **12. Collaboration**

Counterparty must at all times immediately provide all data or information required by DAT and immediately provide all cooperation. If counterparty assigns its own employees, caregivers and/or agents for the purpose of providing cooperation in the performance of the agreement, these employees, caregivers and/or agents must have the necessary knowledge, expertise and experience. Counterparty indemnifies DAT against all claims and actions, of any nature, brought by these employees, caregivers and/or agents against DAT.

### **13. Applicable law and disputes**

All agreements and relations between DAT and counterparty will be governed by and shall be construed according to the laws of the Netherlands.

With the exception of appeals in cassation, only the competent court in 's-Hertogenbosch, the Netherlands has jurisdiction, to the exclusion of all others, to take cognizance of any dispute between DAT and a counterparty (including disputes about the existence and validity of an agreement).

Should counterparty be incorporated and/or resident in a country outside the European Union, at the discretion of DAT a dispute between DAT and such counterparty, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Rotterdam. The proceedings shall be conducted in the English language.