

TERMS AND CONDITIONS OF ACCESSABLE TRAVEL

1. Applicability

Accessible Travel, also known as 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: "AT"), is in the business of providing intermediate services related to travel for international visitors with disabilities. AT is not a tour operator and it does not offer package trips. AT 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 AT 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 AT, any person engaged by AT, including any of their heirs, and all persons for whose acts or omissions AT 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 AT, an agreement (hereinafter: "agreement") is only established once AT accepts it. All assignments will be deemed to have exclusively been given to and accepted by AT, 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 AT 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 AT of all facts and circumstances that may be relevant for the correct performance by AT of the services as well as all data and information required by AT.

Counterparty is under the obligation to declare anything that may impede the performance of the contract with AT. Failure to do so may result in AT, 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 AT, except if AT 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.

AT 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 AT. Each agreement includes the authority of AT to engage third parties on behalf of counterparty and also to accept any limitations of liability of such third parties. AT 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 AT. 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 AT 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 AT or agreed between the parties always serve as target dates, are not binding on AT and are only indicative by nature. AT will make reasonable efforts to observe the agreed latest delivery periods and dates as far as possible. AT is not bound by any delivery period or date, whether latest or otherwise. AT 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 AT 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 AT acts as a concierge for services to be provided by third parties, such as tour operators, AT is not a party to the agreement. The third party's terms and conditions might apply to that agreement. AT will

not be liable under any circumstance for damages or costs arising from such agreements.

4. Price and payment

Counterparty will pay AT the amounts specified in the agreement. Counterparty will pay any invoice within thirty (30) days of receipt of the invoice. AT 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. PayPal payments are subject to a 5% surcharge as stated on invoices and are available where invoices total less than €500.

Unless AT 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 AT.

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 AT'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.

AT 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 AT 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 AT's right to charge the actual costs.

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

5. Cancellation or booking alteration

Should counterparty wish to cancel or alter its booking after receipt of a confirmation reference number and performance of the payment, AT will levy a processing fee of sixty euros (€ 60,-) per alteration. Counterparty must notify AT without delay of any cancellation or request for alteration. Counterparty must do so by e-mail quoting the confirmation reference number. Notifications by fax, post or telephone are not accepted. For cancellations of services other than hotel room reservations, that occur after receipt of a confirmation reference number and performance of the payment, AT applies the following refunds scheme:

- 31 days or more before start of service: 100% refund less bank processing fees.
- Less than 31 days before start of service: no refunds are payable.
- No-shows will be treated as cancellations of less than 31 days and no refunds are payable.

No refunds are payable for cancellations of bookings contracted within 31 days of the start of the service.

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. Hotel room reservations are prepaid by bank transfer and are non-refundable.

If an agreement that does not end through completion by its nature and content, is entered into for an indefinite period, 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. AT 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.

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6. Alterations

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

Programs may change due to unforeseeable circumstances. AT 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, AT is 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 AT, without prejudice to article 7.

AT is entitled to cancel services in case of force majeure, such as natural disaster, war, strike, government action, accidents and technical defects. If AT 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. AT 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.

AT 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 AT's website.

7. 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. AT 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.

8. Liability

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

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

AT is not liable for any bodily injury, property damage or financial loss. AT is not liable for additional expenses not specified as included in the tour costs. AT is not liable for additional expenses counterparty may incur as a result of circumstances beyond AT's control. AT 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 AT 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 AT 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 AT for direct damage or loss is limited per case to the cost of the services provided. The liability of AT 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 AT, supplied materials, loss associated with hiring subcontractors prescribed by counterparty to AT is excluded. The liability of AT for bodily injury, damage, destruction or loss of data or documents is likewise excluded.

The exclusions and restrictions of AT's liability, as described in the previous paragraphs of this article, do not in any way affect the other exclusions and limitations of AT'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 AT's management.

The liability of AT due to an attributable breach in the performance of the agreement will only arise if AT has acted intentionally or with willful recklessness, counterparty has immediately given AT a notice of default in writing stipulating a reasonable period for remedying the breach, and AT 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 AT 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 AT in writing. Any claim to compensation against AT 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 AT in the performance of the agreement.

To the extent permitted by applicable law, AT disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on its website. AT 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. AT does not give any warranty that its website is free from viruses or anything else, which may have a harmful effect on any technology. AT 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 AT. A link to another website does not mean that AT endorses or accepts any responsibility for the content or use of such website.

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

9. Mobility scooter rentals for use on cruise ships

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

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

10. 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. AT 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. AT 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. AT 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.

11. Collaboration

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

12. Applicable law and disputes

All agreements and relations between AT 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 AT 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 AT a dispute between AT 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.