

General Conditions

GENERAL CONDITIONS of BRALUX TRAVEL B.V. in AMSTERDAM, NL ("Bralux Travel")

Quotes and Rates

The rates and programmes published by Bralux Travel herein are only valid for the period(s) indicated in the publication, and are subject to both price and programme fluctuation and changes.

Prices are given in Euro. Programmes and prices contained individual, bespoke quotes are valid only for the period specified; any errors and omissions excepted.

Bralux Travel reserves the right to revoke the quote in whole or in part so long as no written mutual acceptance of the quote has been agreed. Unless specifically stated otherwise, the rates given in the quote are gross, with the provision that no commission will be paid on the rates quoted. This also means that there will be no complimentary rooms or additional persons (group 'leaders', 'free nights' etc) implied or agreed, unless by written prior arrangement .

Bralux Travel Programme Concepts

Unless expressly agreed otherwise and agreed in writing in advance, programmes, ideas and concepts remain the exclusive intellectual property of Bralux Travel. The counter-party for whom a programme or idea has been developed is not entitled to use or permit the use of that concept by third parties if the Bralux concept does not result in an agreement with the counter-party, on penalty of having to reimburse the time spent by Bralux personnel on the production of the concept at our current standard rates.

Bookings

The quote is deemed as fully confirmed by acceptance of Bralux Travel's quote by the counter-party.

No reservation charge is made for groups (persons travelling together with an identical programme) of 20 persons or more. The number of persons to be booked and units or services required (including number and type of hotel rooms, number of travel units, guides, restaurant places etc.) must be finalised and notified in writing to Bralux Travel at least 35 days before the group's arrival. Fully chargeable cancellation/reduction charges may be levied by the suppliers.

Fees applying to the reduction of number of rooms, vary from hotel to hotel, the period of the year and their occupancy. Any increase in the 'price per person' arising from the reduction will be charged on by Bralux Travel. An increase in the number of persons booked will be agreed on the basis of availability at the price agreed in the agreement insofar as the increase does not affect the number of service units to be supplied which are shared by several members of the group.

All changes to the programme and in the number of persons and units must be confirmed to Bralux Travel by the counter-party in writing as soon as possible. A written list of names and room allocations must be in our possession no less than 14 days before arrival.

Individual bookings (for travellers not travelling in a group) will only be accepted if made in writing (letter or e-mail). Unless agreed otherwise, booking can only be made with the provision of details of the counter-party, name(s) of passenger(s), specified services required (package, hotel, excursion, transfer,

restaurant etc.). Unless agreed otherwise, individual bookings must be confirmed by Bralux Travel in writing before they are deemed valid.

In the event of Bralux Travel or its suppliers being unable to provide the requested accommodation or service, the best available alternative will be offered. If the alternative offer is accepted, this must be re-confirmed to Bralux Travel in writing within 48 hours.

A reservation charge of Euro 25.00 per booking may apply to individual bookings.

The counter-party agrees to pay Bralux Travel a service charge of 15 % of the billed amount for agreements resulting from direct contacts between the counter-party and third parties which are subsequently billed through Bralux Travel.

Obligation to Provide Information

The counter-party will provide Bralux Travel with the information required for the conclusion and implementation of the agreement without delay. This relates to all details concerning the group or passengers which may affect the performance of the services, together with other programme components (direct or through third parties) already booked and to be booked which may affect the performance of the services to be supplied by Bralux Travel or its suppliers. Any of the aforementioned information which only becomes known after conclusion of the agreement must be notified to Bralux Travel immediately. The counter-party undertakes to simultaneously provide Bralux Travel with a copy of all written information provided to the passengers relating to the services to be performed or commissioned by Bralux Travel. For individual bookings from the same programme, it is sufficient to provide a single copy of the travel brochure containing the package and any general travel information provided to passengers.

Payments

Payment must be made in the currency in which the quote is given. For (group) packages an advance payment of 50% of the total booking value must be made three months before the group's date of arrival, and the remainder must be paid within 14 days of the date of invoice, but no later than 14 days before arrival. If the final programme and number of passengers have not yet been finalised 6 weeks before arrival, Bralux Travel will calculate the most accurate possible estimate of the invoice amount to be paid, on the basis of which the advance payment should be made. The fact that the programme or the number of passengers has not been finalised may not constitute grounds for postponing payment.

When hotels (or other suppliers) are contracted which deviate from the standard payment conditions, the supplier's conditions will apply. Payments for individual bookings must be made immediately upon receipt of an invoice

The hospitality business can charge an additional fee for special services, e.g. the use of a cloakroom, garage, safe-deposit box, laundry or dry cleaning, telephone, internet, Wi-Fi, room service, TV rental, and the like. Please note that the guest shall have to pay the hospitality business directly for services not specifically covered by the agreement between Bralux Travel and the counter-party. Should the guest decide to add unplanned (not agreed in advance) items to any Bralux Travel's account (in hotels or restaurants etc) the guest shall have to sign the bill and in doing so accepts that Bralux Travel will add a 15% service charge to the bill and pass the costs on to the counter-party. A similar additional service charge (15%) applies if the guest demands (onsite) more or different services/items than those previously agreed.

Taxes

Our quotes include an itemised statement of all applicable taxes relevant to the counter-party. Should the national VAT, other taxes or charges (eg. Tourist Tax) increase or change between the time when the offer was sent and the arrival of the group, it is an implied and agreed condition that Bralux Travel will pass this increase on to the counter-party in full.

Cancellations

Cancellations of bookings (in whole or in part) will only be accepted in writing (letter or e-mail), quoting the name(s) of the passenger(s) or group name, travel dates, services to be cancelled (incl. hotel name where applicable) and the reference/booking number quoted by Bralux Travel at the time of booking. Different cancellation terms (periods and charges) may apply to various services. Any cancellation charges payable in the event of cancellation after the "cancellation deadline" will be charged on to the counter-party by Bralux Travel on the basis of the cancellation charges charged by the service providers. Cancellations also cover those cases where passengers fail to use the services provided without prior notice (no-show).

Cancellations - Hotels for Groups

If a reservation for accommodation alone, whether or not with breakfast included, was made for a group then in case of cancellation of the said reservation the following minimum terms and conditions shall apply (unless stipulated otherwise in writing in advance). In case of cancellation before the time that according to the hospitality agreement the first hospitality service shall need to be provided, hereinafter referred to as: the "start date", the customer is held to pay the following percentages of the reservation value to the hospitality business in case of cancellation:

More than 3 months before the start date: 0%
More than 2 months before the start date: 15%
More than 1 month before the start date: 35%
More than 14 days before the start date: 60%
More than 7 days before the start date: 85%
7 days or less before the start date: 100%

Cancellations - Meals for Groups

If a reservation for a hospitality service comprising the provision of food and/or beverages alone was made (table reservation) for a group then the following percentages of the reservation value apply in case of cancellation that the customer must pay to the hospitality business:

If a menu was agreed on:

More than 14 days before the reserved time: 0%
14 days or less but more than 7 days before the reserved time: 25%
7 days or less before the reserved time: 50%
3 days or less before the reserved time: 75%

If a menu was not agreed on:

More than 48 hours before the reserved time: 0%
48 hours or less before the reserved time: 50%

If the above cancellation terms are voided (by prior agreement in writing), but no alternative arrangements stipulated when the agreement is concluded, it is the counterparty's responsibility to enquire about these terms.

Vouchers and Onsite Payments

Vouchers issued by the counter-party will be honoured if the duplicate vouchers in Bralux Travel's name are received by our office in time.

Vouchers issued by third parties (incl. the counter-party) must clearly state: "Geboekt en betaalbaar via Bralux Travel" or in English: "Booked and payable through Bralux Travel".

Agreements relating to the use of vouchers must be made in writing. Bralux Travel will thereby receive a specimen of a voucher to be issued from the relevant issuer.

If a client, despite all indications and agreements to the contrary, decides to pay for products or services commissioned via Bralux Travel directly to the product or service provider (for example, hotel or restaurant bills on site) it is agreed that Bralux Travel may subsequently invoice for any additional costs, services, commission and percentages added to the bill as specified in advance and that this shall be paid within 14 days of receipt of invoice.

Barring of Passengers

Passengers who cause or could cause such nuisance or disruption that proper performance of the services is thereby seriously impeded or could be impeded can be barred by Bralux Travel or those providing services to the counterparty and/or its passenger ("suppliers") from further participation if they cannot be reasonably expected to comply with the agreement. All resultant costs will be borne by the counter-party, if and insofar as the consequences of nuisance or disruption can be attributed to the passenger. If and insofar as the cause of the barring cannot be attributed to the passenger, the sums already paid or a portion thereof – insofar as this is possible in view of the nature of the agreements with suppliers – will be reimbursed. The decision of the supplier or suppliers representative is final.

Liability

Bralux Travel merely acts as an agent on behalf of its counter-party and/or passengers with regard to suppliers, even if Bralux Travel contracts with a suppliers on behalf of another party, and is therefore not liable for loss resulting from the failure to fully comply with their obligations by persons or companies which provide services to the counter-party and its travellers.

If, despite the above, Bralux Travel should nevertheless be deemed liable, its liability is limited to the amount of the gross profit (the "fee") which Bralux Travel makes with regard to the programme during the implementation of which the liability arose.

Taking account of the above, the counter-party indemnifies Bralux Travel for liability with respect to the counterparty's passengers.

Bralux Travel's liability is in any case limited to sum paid out by Bralux Travel's business liability insurance in the case in question.

Complaints

Any shortcomings in the implementation of the agreement should be notified to the supplier concerned as soon as possible (using the information supplied in the booking documentation), so that they can attempt to find a suitable solution. If the shortcoming is not resolved within a reasonable space of time, it must be reported to Bralux Travel forthwith. If a shortcoming is then still not resolved satisfactorily and gives rise to a complaint, this must be notified to Bralux Travel in writing by the counter-party within 7 days of the end of the trip.

Confidentiality and Assignability

All programmes, prices, quotes and agreements are held to be strictly confidential between the counter-party and Bralux Travel and are only valid between these parties.

The counter-party is not permitted to assign the rights and/or obligations arising from the agreement to third parties in full or in part.

Applicable Law and Text

Dutch law applies to all agreements and preparatory actions for the purposes of concluding an agreement and to the implementation of the agreement.

In the event of conflict between the various language versions in which these general terms are produced, the version in the Dutch language will be considered definitive and final.