

## Search by keyword

Bijv: huiscode of plaats

Saved houses (0)

Views houses (0)

Search by country

Advanced Search

## Do you have



070 - 416 8 416

## Why Topic Travel

- ✓ The better houses Fair descriptions Lowest Price
- More than 20 yrs experience
- & Member of ANVR SGR



[Holiday France](#)  
[Holiday Czech Republic](#)  
[Holiday Spain](#)  
[Holiday Italy](#)  
[Holiday houses Croatia](#)  
[Holiday houses Portugal](#)

[Holiday France](#)  
[Holiday Czech Republic](#)  
[Holiday Spain](#)  
[Holiday Italy](#)  
[Holiday Croatia](#)  
[Holiday Portugal](#)

## Your security



## ANVR Conditions 2013/2014

These ANVR Conditions are drawn up in consultation with the Consumers under the Self of the SER and were last revised in September 2012 and valid for travel departing after March 31, 2013. During the development of these conditions into account existing legal provisions. You can also read these terms and conditions at [www.anvr.travel](http://www.anvr.travel).

## Article 1 Introductory provision

- In these terms and conditions shall apply. **Tour operator:** one who, in the course of his business, in his own name to the public or to a group of persons of pre-arranged travel offers. **Traveler:**
  - the other party of the tour operator, or
  - person for whom the journey is arranged and who has accepted the stipulation or
  - person who, pursuant to Article 11 of these conditions the legal relationship with the tour operator is transferred.**Travel Agreement:** the agreement with a tour operator undertakes to the other party to provide a service offered by his pre-arranged trip one night or a period of more than 24 hours as well as at least two of the following services:
  - transport;
  - stay;
  - another, not to transport or accommodation-related tourist service which forms a significant part of the travel package.**Own transport to travel:** trips where the traveler only book holiday accommodation and transport organizes itself. **Bookings:** the company between the traveler and the travel agency mediates in the conclusion of the travel contract. **Workdays:** Mondays to Saturdays, except holidays. **Office hours:** Monday to Friday from 9:00 a.m. to 17:30 pm and Saturday from 10:00 to 16:00 hours.

- These terms and conditions apply to all travel arrangements. The tour operator may stipulate that these terms and conditions also apply to contracts relating to other trips, including self-transport and shuttle bus, provided this is stated in the publication.
- Under the title 'Europe and the Mediterranean countries' shall mean the European continent, including Spain (Canary) and Portuguese islands (Madeira, Azores) islands, respectively. all countries in Asia and Africa, bordering the Mediterranean Sea.

## BEFORE BOOKING TRAVEL

## Article 2 Information from the organizer

- Later than the conclusion of the agreement will deliver customized information regarding passports, visas and any health formalities are provided to the traveler. By or on behalf of the tour operator on the general Dutch nationality The traveler is responsible to obtain the necessary additional information from the authorities concerned and time before departure to determine whether previously acquired information has not changed.
- By or on behalf of the organizer, the traveler will be informed about the possibility to take out cancellation insurance and travel insurance. The tour operator may condition for the conclusion of a travel contract that the traveler does travel insurance and may also require proof of such insurance. The tour operator shall state such requirement clearly in the offer.
- The tour operator is not responsible for general information in photos, brochures, advertisements, websites and other media, to the extent prepared under the responsibility of third parties or issued.
- In air transport, the identity of the operating carrier as soon as it is up to the traveler published as possible when booking and appearance when providing travel documents. Known by the tour operator

## Article 3 Information by the traveler

- The traveler will provide the booking or travel organizer before or no later than the conclusion of the Agreement, all information about himself and the fellow travelers that may be relevant to the conclusion or performance of the contract. If available These include the number of his cell phone and e-mail address.
- The traveler must provide himself and the fellow travelers regarding his / information to their physical and / or mental condition (including the use of alcohol, drugs or medication) as the physical and / or mental condition could lead to possible discomfort, danger or risk to the passenger or other passengers (passengers and / or crew) or property of third parties. The traveler is aware that the carrier (for example, the captain of an aircraft) may deny if the information is not correct or is not given to it. Entitled to further carriage Information should also be provided with respect to a limited mobility, and the need to accompany minors and disabled travelers, pregnant women, the sick and other fellow travelers. It is the traveler known that the carrier reserves the right to require in respect of certain medical conditions a medical certificate and deny. (More) transport in the absence of such declaration the passenger the right to
- Also, the traveler details that may be relevant to the proper execution of the trip by the tour operator regarding the nature or composition of his notified group travelers. Important states
- If the passenger fails in its information requirements and this has the effect that the traveler (s) is (are) by the travel organizer (continued) participation in the trip in accordance with Article 18 paragraph 2 excludes the costs referred to in this Article shall be charged to him.

## Article 4 Essences

- On medical grounds deviations or additions to the tour offered by the tour operator may be required (medical requirements). The tour operator will make a genuine effort to give, unless it can not be demanded of him. Reasonably acted upon Essential medical needs the express written consent of the organizer.
- The tour operator in case of a medical essentially bring the right by booking a reasonable amount to charge for the alternative or additional related organization costs, communication costs and, if requested by the service providers involved in the implementation of the trip will be an additional cost. Charged Any expenses relating to medical requirements may be charged if the traveler and the tour operator agree. Fee only

3. A core application other than medical reasons (other essences) the tour operator only in treatment, as it has a reasonable chance of success. In that case, he has the right to charge to bring a reasonable fee to know the risks associated with the request organizational costs, communication costs and any, charged by the service providers involved in the execution of the trip will be an additional cost.  
These requests require the express written consent of the organizer.
4. Be specified in the offer of the tour operator. Aware of the fees mentioned in this article

## THE BOOKS OF TRAVEL (Content and commitment)

### Article 5 Formation and content agreement

1. **Offer and acceptance**
  - a. The contract is concluded by acceptance by the passenger of the offer of the tour operator, including the applicable conditions. Acceptance can either directly or through mediation of a booking. After the conclusion of the contract, the traveler in writing or electronically as soon as possible receive a confirmation, possibly in the form of an invoice.
  - b. By booking through internet travel agency focuses the booking process so that the traveler is informed before acceptance, he enters into a contract and conditions apply. The confirmation of the booking by the tour operator, the traveler is bound by this agreement.
2. **Withdrawal of offer**  
, the offer of the travel organizer is free and, if necessary, be revoked. Revocation due to correction of errors in the calculation of the fare or other errors is permitted. The revocation shall as soon as possible and by 16:00 am the next business day (travel to Europe and the Mediterranean countries), respectively. before 12:00 am the second business day (travel to other destinations) after the date of acceptance to be made by giving reasons. The passenger has a right to prompt refund of any monies paid in this case.
3. **Obvious errors**  
Obvious errors and obvious mistakes not. bind the operator Such errors and mistakes are mistakes and errors - should be at first sight, as such, were or should -. From the perspective of the average traveler
4. **Termination tour operator due to low participation**  
, the organizer has the right to terminate the agreement with immediate effect if the number is less than the required minimum. He mentions the notice and the required minimum number of bookings in the offer. The denunciation shall within the period specified in the offer and in writing. Articles 13 and 15 do not apply.
5. **Aanmelder**
  - a. Person acting on behalf or for the benefit of another person enters into an agreement (the booking), is jointly and severally liable for all obligations arising from the agreement.
  - b. All traffic (including payments) between the traveler (s) and the travel and / or booking on the other will exclusively through the booking.
  - c. The (other) traveler (s) is (are) for its (their) own share of liability agreement.
6. **Information and reservations in publication**
  - a. If the agreed travel is included in a publication of the tour operator the details contained therein are part of the agreement.
  - b. If the tour operator general reserve in the general section of the program has included and these are contrary to the terms and conditions, the most favorable for the passenger provisions.
7. **Departure and arrival times**  
for the transport components of the trip will departure and arrival times are listed in the travel documents. These times are final. The tour operator can only be here within reasonable limits and if enforcement of these times can not be required to depart from him. Reasonably In such case, Articles 14 and 15 shall not apply.
8. **Deviations of percentages in Article 6 and 12**  
, the tour operator may deviate from the percentages referred to in Articles 6 and 12, but only if the other percentages are made in the publication and / or presentation and strengthen the position of the traveler. known in advance  
, this allows without prejudice to the derogations provided for in Art. 6 paragraph 1 and Art. 12 paragraph 2.

### Article 6 Payment, interest and collection costs

1. a. Upon the conclusion of the contract a deposit of 15% of the total agreed price must be paid. Organizers of cruises, scheduled trips, tours (including motorhome rental), adventure travel, own transport to travel on the rental of motor boats and yachts, respectively. trips with visits to national parks including "parks" or visits to cultural or sporting events, and travel outside Europe and the Mediterranean countries may vary. They must clearly inform the traveler in advance.
- b. In the case of self-transport packages for hotels, the deposit is 20% of the fare.
- c. In the case of self-transport packages to units such as bungalows, apartments, mobile homes, camping pitches, the deposit is 30% of the fare.
2. The remaining amount must be paid six weeks before the day of departure (for own transport to travel to the arrival date of the first booked accommodation) in possession of the agency. For late payment is in default. If the passenger does not pay on time, the tour company sends the customer a free reminder, which the traveler a period of fourteen calendar days to make payment is made to comply. If payment is not made, the contract is deemed to have been canceled on the day of default. The tour operator has the right to charge. Before the cancellation due will be in such case the provisions of Article 12 shall apply and the funds already paid off against cancellation fees.
3. If the agreement is reached within 6 weeks before the day of departure, the entire amount must be paid immediately.
4. The traveler who is not a financial obligation to the tour operator time is required to pay legal interest on the amount owed. He is also obliged to pay collection costs incurred by the tour company. These amounts up to 15% on the scheduled to € 2,500.00; 10% on the next € 2,500.00 and 5% on the next € 5,000.00 with a minimum of € 40.00. The tour operator may differ from amounts and percentages. Benefit of the traveler

### Article 7 Sum

1. The published rates are per person, unless otherwise indicated. This includes the services and facilities listed in the publication, whether or not specified in various cost elements, including at the time of publication known unavoidable additional costs that the traveler has to pay for the services offered. Under unavoidable additional costs are defined as costs that are inextricably linked to the service. This does not include the cost of any additional services provided at the request of the passenger by the tour operator or by third parties such as insurance premiums and fees which are levied when booking a tour group and vary according to the size of the party, and that reservation fee per sales channel may vary.
2. The published price is based on prices, charges and taxes, as the travel agency were known at the time of publication.

## PERIOD AFTER BOOKING TO IMPLEMENTATION OF THE JOURNEY

### Article 8 Amendments fare

1. The tour operator has the right to 20 days before the day of departure (for own transport to travel to the arrival date of the first booked

accommodation) increase associated with changes in transportation (including fuel costs), the total sum of the taxes and charges. The tour operator will indicate how the increase was calculated. Such changes will also lead to a reduction in the price, unless this can not reasonably be required. Tour operator considering the associated costs, The tour operator will the traveler indicate how the reduction is calculated. If the fare has been paid in time, the period within which the fare should not be increased at six weeks instead of 20 days prior to departure.

2. a. Notwithstanding the provisions of paragraph 1, the tour operator after the conclusion of the travel contract will not change the holiday charter flights within Europe and the Mediterranean countries.
- b. Notwithstanding the provisions and only in the event of unforeseeable in a sub
  - increases in taxes or duties, or
  - extreme increases in transport costs -
 up to 20 days to increase the travel organizer for the day of departure the fare. Home description and the Consumers together determine whether such a situation exists. If no agreement is reached, to be appointed by mutual agreement independent third parties are asked to do this one. Binding ruling
3. The traveler may ask the tour operator in the event of a price increase announced by the Air Transport expenses to be paid to avoid the price increase. These costs are fully if this request can be granted, and the transportation costs are paid in full and the ticket was issued, is that the tour operator in the fare will not change the part. Transport In those cases, the cancellation of Article 12 shall be increased by at least the air transport costs paid.
4. a. The passenger has the right to reject. Increase the price as provided in paragraphs 1 and 2 He must - within 3 working days of receiving notification of the increase of the rate -. To forfeiture
- b. If the passenger refuses to increase the travel organizer has the right to terminate the agreement. He must - within 7 days of receipt of the notice by the traveler on the increase of the rate - to forfeiture. Then the traveler is entitled to remission or immediate refund of monies paid. Articles 13, 14 and 15 do not apply.

#### Article 9 Travel documents and travel documents required traveler

1. The tour operator shall provide the necessary travel documents no later than 10 days before the day of departure (for self-transport: the arrival of the first booked accommodation) in the possession of the traveler, unless this can not reasonably be required by the tour operator.
2. If the traveler has received no later than 5 working days before leaving any travel documents, he must immediately notify the tour operator or agency.
3. In the event that a trip is booked within 10 days before the day of departure (for self-transport: the arrival of the first booked accommodation), the tour operator or booking agent to when and how the required travel documents in the possession of the traveler asked.  
If the passenger does not have received it, he must immediately notify the tour operator or agency.
4. The traveler is responsible for having the required documents, such as a valid passport or, where permitted, an identity card and any required visas, proof of vaccinations, license and green card. Located at If the traveler does not (fully) due to the absence of any (valid) document, this comes with all the resulting consequences for his account, unless the tour operator has undertaken to ensure that document and the lack of it can be him allocated, or if the tour operator has failed to provide information in its Article 2, paragraph 1.

#### Article 10 Amendments by the traveler

1. After the conclusion of the contract, the traveler may request changes. Subject to the condition that the traveler changed fare less the payments already made. Moreover, he is held to pay for this. Amount stated in the offer to change fee per booking and any communication The application will be decided. As soon as possible Up to 28 days before departure, these changes will be applied to the extent possible, and confirmed in this case. Written by the travel organizer
2. Rejection of the desired changes the traveler will be the organizer reasoned and communicated to the traveler immediately. The passenger may retain the original agreement or cancel. In the latter case, Article 12 shall apply. In the absence of a response from the traveler to the rejection of his application, the original agreement is executed.
3. Modification of the departure date, or reduce the number of paying passengers is considered a (partial) cancellation to which Article 12 applies. In this case, no change or communication due.

#### Article 11 In-the-substitution

1. In time for the start of the journey, the traveler may be replaced by another. The following conditions apply:
  - the other person meets all the conditions attached to the agreement; and
  - the request is submitted no later than 7 days before departure, or in sufficient time that the acts and formalities can be carried out; and
  - the conditions of the service involved in the implementation does not oppose this in-the-substitution.
2. The applicant, the traveler and the substitute are jointly and severally liable to the organizer for the payment of the outstanding part of the total price referred to in Article 10 paragraph 1, change and communication and any additional costs resulting from the replacement.

#### Article 12 Cancellation by the traveler

1. **Standard cancellation**  
If a contract is canceled, the tour operator can bring the passenger next booking fees if the following cancellation fees:
  - Cancellation up to the 42th day (exclusive) before the day of the deposit;
  - cancellation from the 42th day (including ) until the 28th day (exclusive) before the departure: 35% of the fare;
  - cancellation from the 28th day (inclusive) until the 21th day (exclusive) before the departure: 40% of the fare;
  - cancellation from the 21th day (inclusive) until the 14th day (exclusive) before the departure: 50% of the fare;
  - cancellation from the 14th day (inclusive) until the 5th day (exclusive) before the departure: 75% of the fare;
  - cancellation from the 5th day (inclusive) to the departure: 90% of the fare;
  - cancellation on the day of departure or later: the full amount.
2. **Different cancellation**
  - a. For their own transport to travel to units such as bungalows, apartments, mobile homes and camping pitches, in addition to booking fee may be payable, the following cancellation fees:
    - Cancellation up to the 42th day (exclusive) before the day of the deposit;
    - cancellation from the 42th day ( inclusive) until the 28th day (exclusive) before the departure: 60% of the fare;
    - cancellation from the 28th day (inclusive) to the departure: 90% of the fare;
    - cancellation on the day of departure or later: the full fare.
  - b. If a trip is made up of several components, which various cancellation provisions are applicable to each part the specific applicable provisions.
  - c. Organizers of cruises, scheduled trips, tours, adventure tours and travel outside Europe and the Mediterranean countries may deviate from the provisions of paragraph 1. They are previously known to the traveler.
  - d. If transport by scheduled or special services are offered such as motorhome rental, rent boats or yachts, car rental, visiting national parks including "parks" or visiting cultural or sporting events, to said transport or special services provisions may apply. These will be made known in advance to the traveler.
3. **Part Cancellation**
  - a. If a traveler from a tour group cancels its share in an agreement for a joint residence in a hotel, apartment, cottage or other

- property, he is a cancellation fee.
  - b. If the size of the remaining company in the price table prevents this property, does the tour operator to the remaining passenger (s) a suitable amendment to the new group for the same period and in the same accommodation.
  - c. For sub b. passenger (s) referred the fare changed in accordance with the pricing table.  
For the payment of the revised price, the normal payment rules in Article 6 will apply.
  - d. If the change is not possible or offer is not accepted, the contract for all travelers and canceled all travel cancellation fee is payable.
  - e. The total amount of the cancellation fee and revised price will be the total amount of the original travelers beyond. Any surplus shall be deducted from the new fare.
4. **Less damage**  
to the passenger cancels the trip, is obliged to pay, unless he can motivate why the damage of the tour operator is lower. cancellation fee in accordance with the provisions of the preceding paragraphs In this case, the travel agency will charge the lower loss. Damage is defined as loss and loss of profits.
5. **No charge for limited coverage / distributable situation**  
Traveling to an area which is set by the Emergencies Committee of ABTA coverage restrictions or distributable situation applies, may from 30 days before departure are free of charge by the traveler or canceled, if possible and desired, rebooked.
6. **Outside office**  
Cancellations outside office hours shall be deemed to have been made on the next working day.
7. **In-the-substitution**  
If no cancellation occurs, but chooses the passenger in-the-substitution, Article 11 shall apply.

### Article 13 Termination by the organizer

1. The tour operator has the right to cancel due to significant circumstances the agreement.
2. Compelling circumstances mean circumstances of such a nature that further alignment of the tour operator to the agreement can not reasonably be expected.
3. An important condition for the travel organizer is certainly present as before date coverage limit established for that area by the Emergencies Committee of the Emergency Fund, departure or distributable situation applies.
4. a. If the cause of the cancellation is attributable to the traveler, the resulting injury on account of the traveler.  
b. If the cause of the cancellation is attributable to the tour operator, the resulting damages on behalf of the tour operator. Whether this is the case is determined on the basis of Article 15.  
c. If the cause of the termination neither the passenger nor the travel agency can be allocated, each party bears its own damages as specified in Article 16.
5. If the tour operator by the termination saves money, the traveler is entitled to part of that saving.

### Article 14 Amendments by the tour operator

1. a. The tour operator has the right to change due to grave circumstances as specified in Article 13 paragraph 2. Changes to the agreed services shall inform the tour operator within 3 calendar days to the passenger, being informed of the change. Informed From 10 days before departure (for self-transport: the arrival of the first booked accommodation) he shall within one calendar day along.  
b. If the change in one or more substantial points, the traveler can reject the change (s).  
c. If the change in one or more non-substantial points, the traveler can only reject the change if the change does him disadvantage of more than negligible.  
d. If the tour operator by the change will save money, the traveler is entitled to part of that saving.
2. a. In amending the tour operator does the traveler if possible an alternative offer. He does this within 3 calendar days after the organizer of the change has been informed. From 10 days before departure (for self-transport: the arrival of the first booked accommodation), this a period of one calendar day.  
b. The alternative offer at least be equivalent. The equivalence of alternative accommodation should be assessed according to objective criteria and should be given to the following conditions, which must be evident from the alternative offer:  
- the location of the property at the place of destination,  
- the nature and class of accommodation;  
- The facilities offered by the property. should take into account when assessing referred to here: - the composition of the company; - published to the tour operator and confirmed in writing specific characteristics or circumstances of the traveler (s) by the traveler (s) as specified essential, - requested by the traveler deviations from or additions to the program, which as confirmed by the tour operator in writing.
3. a. The traveler who makes use of his right to reject the change or alternative offer pursuant to the preceding paragraphs should make it within 3 calendar days of receipt of the notice of the change or the alternative supply known. From 10 days before departure a period of one calendar day. Apply this  
b. If the traveler changes or rejects the alternative offer, the travel organizer has the right to terminate the agreement. Immediately He must - within 3 calendar days of receipt of the rejection by the passenger of this right -. To forfeiture From 10 days before departure (for self-transport: the arrival of the first booked accommodation), this a period of one calendar day.  
, the passenger in that case be entitled to remission or refund of the sum (or, if the trip is already at partially, reimbursement of a proportionate part thereof) within 2 weeks, without prejudice to any right to compensation referred to in paragraph 5.
4. Where a period of paragraphs 1, 2 and 3 of this article ends on a Sunday or public holiday, that period shall be extended to the next working day at 12.00.
5. a. If the cause of the change can be attributed to the tour operator, the resulting damage to the passenger on behalf of the tour operator. Whether this is the case is determined on the basis of Article 15.  
b. If the cause of the change can be attributed to the traveler, the resulting injury on account of the traveler.  
c. If the cause of the change neither the passenger nor the travel agency can be allocated, each party bears its own damages as specified in Article 16.
6. If, after the commencement of the agreed travel is an important part of the services to which the contract relates, can not be provided, the tour operator shall ensure that appropriate alternative arrangements with a view to continuing the journey. (For the cost of article 16., See) if not possible, such arrangements provide the travel agency the traveler (s) if necessary, a similar vehicle that brings him / them back to the place of departure or any other passenger (s ) agreed place of return. (For the cost of it, see Article 16.)
7. The tour operator is subject to the provisions of Article 18, paragraph 4, obliged to inform about by changes made by it in the departure time. (S) This obligation applies to the return does not apply to travelers who have booked for transport and / or whose residence address is unknown.

### Article 15 Liability and force majeure

1. Notwithstanding the provisions of Articles 13 and 14, the tour operator is obliged to perform the contract in accordance with the expectations that the passenger under the agreement could reasonably have.
2. If the tour does not meet the expectations set out in paragraph 1, the traveler is obliged to report to the parties referred to in Article 19 paragraph 1. Communication as soon as possible
3. If the tour does not meet the expectations set out in paragraph 1, the tour operator is subject to the provisions of Articles 16, 17 and 18 required to compensate any damage to the passenger, unless the failure to perform is not the tour operator has to count or to the person whose assistance he uses in the implementation of the agreement because:
  - a. the deficiency in the implementation of the agreement is attributable to the traveler; or
  - b. the default in the execution of the contract could not be foreseen or could not be removed and is attributable to a third party who is not involved in the delivery of the services included in the travel; or
  - c. the failure to implement the agreement due to an event that the tour operator or the person whose help he uses in the implementation of the agreement, taking into account all possible care could not foresee or forestall, or
  - d. the failure to implement the agreement due to force majeure referred to in paragraph 5 of this Article.
4. If a cruise is part of the agreement and the traveler not or the base can be reached by the flight to the port of departure may find result of extreme weather conditions and / or government measures that prevent the flight canceled in time this is notwithstanding paragraph 3 at the risk of the traveler. The condition is that the traveler by or on behalf of the tour operator prior to booking this n insurability of these is highlighted. The traveler stays in that case, the full amount due, less the cost of air transport.
5. Force majeure means unusual and unforeseeable circumstances beyond the control of the person who pleads it independent whose consequences could not be avoided despite all precautions.



Original text

Indien een cruise on of niet tijdig de vertn vertrekhaven geen weersomstandighed onmogelijk maken, reiziger.

Contribute a better trans

#### Article 16 Assistance and support

1. a. The tour operator is depending on the circumstances required to respond if the trip does not meet the expectations that the passenger under the agreement could reasonably have. The traveler aid The costs arising shall be borne by the tour opera the failure in the performance of the contract is attributable. It pursuant to Article 15 paragraph 3
- b. If the cause of the passenger is attributable to the travel agency to provide help and assistance required only to the extent th be required. Reasonably him The costs in this case on behalf of the traveler.
2. If the trip fails to meet the expectations of the passenger under the contract could reasonably due to circumstances which neither the passenger nor the travel agency are attributable to each carries its own damage. For the tour operator, this includes the additional deployment of manpower; For the traveler, this includes additional accommodation and repatriation costs.

#### Article 17 Exclusion and limitation of liability organizer

1. a. Should one included in the travel service a Convention or Regulation Act applies to an exclusion or limitation of liability to the service provider grants or permits, the liability of the tour operator accordingly excluded or limited.
- b. The tour operator is not liable if and insofar as the traveler has to stories under an insurance policy, such as a travel and / or cancellation insurance. Damages are
2. If the travel agent to the traveler is liable for loss of enjoyment, the fee shall not exceed the sum.
3. Notwithstanding the preceding paragraphs of this article is the liability of the travel organizer for other damage caused by death or injury of passengers is limited to a maximum of three times the price, unless there is intent or gross negligence of the tour operator. In that case, the liability is unlimited.
4. The exclusions contained in this article and / or limitations of liability of the tour operator also apply to employees of the travel agency, the agency and service providers, and their staff, unless Treaty, Regulation or law.

#### Article 18 Obligations of the traveler

1. The traveler (s) is / are required to comply with all instructions of the travel agency for the promotion of the proper execution of the tour and is / are liable for damage caused by assessing the standard of conduct of his / their unlawful conduct, a proper passenger.
2. a. The traveler that such hindrance or nuisance or can provide a good performance of a journey so strongly is difficult or may be difficult, may be excluded if the tour operator reasonably by the travel organizer (continuing) the trip can not be expected to fulfill the contract.
- b. All of a situation referred to in paragraph 2 sub a resulting costs are borne by the traveler, if and insofar as the effects of the nuisance it can be held. If and insofar as the cause of the exclusion, the traveler can not be allocated, is a refund of the price or any part thereof granted.
3. The traveler is required to avoid any damage or limit, in particular by meeting. His reporting as specified in Article 19, paragraph 1, as much as possible
4. Every traveler should ascertain the exact time of departure. No later than 24 hours before the stated time of departure of the return to the travel or the local agent of the organizer

#### Article 19 Complaints during the trip

1. A failure in the execution of the agreement referred to in article 15, paragraph 2 shall be so that a solution can be found locally. Reported as soon as possible For this, the traveler should - in this order - to: the service provider, the travel or, if it is present or not accessible, the tour operator. If the deficiency is not remedied and affect the quality of the trip must in any case be reported to the travel agency in the Netherlands immediately.
2. If a defect spot is not resolved satisfactorily, the tour operator will provide adequate opportunity to capture (complaint report). Those in the form of a complaint in writing in the prescribed manner
3. The organizer will provide information in the travel documents relating to the procedure to be followed in the contact details and availability of those involved.
4. The communication costs are reimbursed by the travel agency, unless it appears that did not need to be made. Reasonably
5. If the traveler has not complied with reporting and complaint reporting and the service provider or tour operator therefore not been made to remedy the shortcoming, any right to compensation may be limited or excluded.

#### AFTER THE JOURNEY

##### Article 20 Complaints after the trip

1. If a complaint is not satisfactorily resolved, it no later than one month after the end of the trip (or received service) or after the original departure date and the trip did not take place must be in writing and motivated to be submitted to the tour operator or agency. The traveler adds a copy of the complaint report to.
2. If the complaint is the creation of a contract, it shall within one month of the traveler of the facts on which the complaint has to be filed. When booking

3. If the traveler fails to submit the complaint in due time, it will not be taken into consideration by the tour operator, unless the traveler is reasonably blamed. The tour operator gives the passenger in writing or electronic message.
4. The tour operator will provide a substantive response within one month after receipt of the written complaint.

### Article 21 Disputes

1. a. If a complaint is not timely satisfactorily resolved or if no satisfaction is provided, the traveler may, if desired, until three months after written response referred to in Article 20, paragraph 4 the dispute to the Travel Disputes Committee, PO Box 90600, 2509 LP The Hague ([www.sgc.nl](http://www.sgc.nl)), the Commission only deals with complaints from individuals not acting in the exercise of a profession or business.
- b. The Disputes Committee shall rule under the conditions laid down in the relevant regulations. The decision of the Disputes Committee shall be by means of a binding opinion parties. For the treatment of a dispute a fee.
2. a. Dutch law applies to contracts concluded on the basis of these terms and conditions shall be amended or supplemented, except by virtue of mandatory rules is another law.
- b. The traveler who wishes to make use of the binding advisory mentioned in the previous paragraph did not use the right to appeal. Matter to the competent court only a Dutch court is competent to take cognizance of the dispute except by virtue of mandatory rules another court jurisdiction.
- c. All claims expire one year after the end of the trip (or, if the trip has taken a year after the original departure date). Claims in respect of personal injury barred one year after the end of the trip (or if the trip has taken a year after the original departure date). The parties are bound by the deadlines specified in this paragraph, unless the standards of reasonableness and fairness is that the organizer of those deadlines appeals.

### Article 22 Compliance Guarantee

1. The home description guarantees the fulfillment of the binding advice of the Travel Disputes Committee by its members unless the member submits the binding opinion within two months after sending it, for destruction on the right. This guarantee revives if the binding opinion is upheld after review by the court and the judgment confirming this, the force of res judicata.
2. The guarantee furnished by the home description is limited to € 10,000, - a binding opinion. The home description provided this guarantee under the condition that the traveler who makes a claim, his claim on the basis of the binding opinion to the maximum amount paid to the ANVR transfers (assigns) simultaneously with the payment of his appeal to the performance guarantee. When the amount ANVR an obligation to ensure that members comply with the binding advice. This obligation means that the traveler is offered for multiple wearing, after which the home description will ask for payment is offered that to the traveler or the traveler the payment of these rights in its own name and cost asset also the home description about home description (outdoors) will perform legal collection proceedings on the passenger's name and at the expense of the ANVR one and at the discretion of the home description.
3. The home description does not provide a performance guarantee if, before the dispute is covered by the Travel Disputes Committee in session and a final decision has been made, one of the following situations occur:
  - the member has been granted a moratorium; or
  - the member is declared bankrupt; or
  - the business of the members actually ended. Determine the latter situation, the date of the cessation of the Trade is entered or an earlier date, which may cause the actual operations are terminated. ANVR plausible
4. For purposes of the performance guarantee requires that the traveler does any written appeal to the ANVR ( [www.anvr.nl](http://www.anvr.nl) ).

Baarn, November 19, 2012  
© Copyright home description

#### Octopus Travel:

Octopus Travel is the Dutch specialist for your holidays in France, Spain, Italy, Portugal, Czech Republic and Croatia. Online booking with guaranteed availability. Book a luxury villa with private pool or a detached holiday. For a holiday on a small holiday park with pool or an apartment Octopus Travel the right place. A Fattoria, farmhouse, cottage, cottage, bungalow or house, something for everyone. And because you book directly with us, you get the best quality for the best price! Octopus Travel: professional, personal and reliable.

#### Holiday Europe:

[France](#) - [Czech Republic](#) - [Spain](#) - [Italy](#) - [Croatia](#) - [Portugal](#)

#### Holiday France:

[Aquitaine](#) - [Ardèche](#) - [Auvergne](#) - [Aveyron](#) - [Bourgogne](#) - [Bretagne](#) - [Charente](#) - [Charente-Maritime](#) - [Cote d'Azur-Provence](#) - [Dordogne](#) - [Drôme](#) - [France](#) - [Normandy](#) - [Picardy](#) - [Tarn](#) - [Tarn-et-Garonne](#) - [Vendée](#)

#### Holiday Czech Republic:

[Eagle Mountains](#) - [East Bohemia](#) - [Giant Mountains](#) - [West Bohemia](#) - [South Bohemia](#)

#### Holiday Spain:

[Costa Blanca](#) - [Costa Brava](#) - [Costa del Sol](#) / [Andalucia](#) - [Costa Dorada](#) - [Ibiza](#) - [Maiorca](#)

#### Holiday Italy:

[Marche](#) - [Lakes Region](#) - [Sardinia](#) - [Sicily](#) - [Tuscany interior](#) - [Tuscany Coast](#) - [Umbria](#)

#### Holiday Croatia:

[Dalmatia - islands](#) - [Dalmatia - Mainland](#) - [Istria - Mainland](#) - [Kvarner - islands](#) - [Kvarner - Mainland](#)

#### Holiday Portugal:

[Algarve](#)