

## **Terms and Conditions**

### **ARTICLE 1: General**

1. In case the general terms and conditions are missing, only Unlock Nature N.V. can rely on them. Unlock Nature N.V. is not responsible for incorrect information provided through oral communication, brochures, or other promotional materials related to Unlock Nature N.V., if they were not provided or issued by Unlock Nature N.V. itself.
- 1.1 These general terms and conditions may also apply to other travel services such as accommodation, car rental, and taxi rides, but this should be explicitly stated in the offer.
- 1.2 Unlock Nature N.V. can require travelers to take out travel insurance as a condition for entering into a travel agreement and may request proof of such insurance.
- 1.3 Unlock Nature N.V. is not responsible for general information in photos, brochures, advertisements, websites, and other information carriers if they were created or issued by third parties.
- 1.4 If the offered trip is included in a publication (online or offline) of Unlock Nature N.V., the information mentioned therein is considered part of the travel agreement unless stated otherwise.
- 1.5 Unlock Nature N.V. will provide the legally required information to the traveler upon the conclusion of the travel agreement. The traveler is responsible for obtaining additional necessary information from the relevant authorities regarding passports, visa requirements, and ensuring that the previously obtained information has not changed before departure.



## **ARTICLE 2: Information from Unlock Nature N.V.**

2. Requests for a tour can be made directly, through the main booker, or via another tour operator. The general terms and conditions and rates of Unlock Nature N.V. will remain applicable in all cases.
- 2.1 The duration of the offered round trip is indicated in whole days, including the departure and arrival day (e.g., 3 days = 2 nights).
- 2.2 The booking of a round trip takes place after consultation with Unlock Nature N.V. and in accordance with the agreements as provided by Unlock Nature N.V., unless otherwise agreed in writing.
- 2.3 Unlock Nature N.V. will specify in the travel description when the travel sum must be (fully) paid. Unlock Nature N.V. may require a deposit, the amount of which is stated in the same travel description.
- 2.4 A reservation of a round trip is only final after a deposit of at least 50% of the invoice amount or the full invoice amount has been paid. The traveler will receive a confirmation thereof.
- 2.5 If the deposit or the remaining payment is not made or not made on time, Unlock Nature N.V. reserves the right to cancel the reservation and retain the first deposit as compensation.
- 2.6 Cancellation of the travel agreement by the traveler must be done by email.
- 2.7 For canceling a tour/expedition/round trip, the following amounts will be charged in addition to the reservation costs, and they will be recovered from the applicant of the trip:
  - 60 days before the trip: 25% of the travel sum, with a minimum of €50.
  - From 30 to 59 days before the departure date of the trip: the client owes 40% of the travel sum, with a minimum of €50.
  - From 14 to 29 days before the departure date of the trip: the client owes 70% of the travel sum, with a minimum of €50.
  - From 8 to 13 days before the departure date of the trip: 90% of the travel sum will be charged.
  - From 7 days before departure and during the trip: 100% of the travel sum will be charged.



- 2.8 Travel to an area for which a coverage restriction or compensable situation has been established by the Calamities Committee of the Calamities Fund may be canceled free of charge by the traveler from 30 calendar days before departure or, if possible and desired, rebooked.
- 2.9 If a trip cannot take place due to a positive Covid test or other related Covid issues, the entire amount, reduced by non-refundable costs, will be refunded.
- 2.10 Late payment and debt collection costs  
If the traveller fails to meet the payment obligations as specified in these terms and conditions, the traveller shall be in default without the need for a formal notice of default.
- 2.10.1 In the event of late payment, Unlock Nature N.V. shall be entitled to:
- Charge interest at a rate of 10% per annum, unless otherwise prescribed by law.
  - Pass on all debt collection costs, without any limitation, to the traveller.
- 2.10.2 Unlock Nature N.V. reserves the right, after written reminder, to refer the claim to a debt collection agency or bailiff. All costs arising from debt collection, including agency fees, legal expenses, and administrative charges, shall be borne in full by the traveller.
- 2.10.3 The traveller remains liable for all reasonable costs incurred by Unlock Nature N.V. in recovering the outstanding amount, including administrative fees, reminder costs, and legal expenses.



### **ARTICLE 3: Information by the Traveler**

3. The traveler provides all relevant information about themselves and the registered travelers that may be relevant for concluding or executing the travel agreement in a timely manner. This includes, at least, their mobile phone number(s) and email address(es).
- 3.1 The traveler discloses any specifics that may be relevant for the proper execution of the trip by Unlock Nature N.V., such as their physical and mental condition and the status or composition of the group of travelers they have registered.
- 3.2 If the traveler fails to meet their information obligation, this may result in the traveler(s) being excluded from participating in the trip by or on behalf of Unlock Nature N.V. In that case, all costs associated with this will be charged to the traveler.
- 3.3 The traveler can request Unlock Nature N.V. to change the travel offer for medical or other reasons. Unlock Nature N.V. is not obliged to comply with such a request, but if they do, the traveler must reimburse the costs associated with the change.

### **ARTICLE 4: Confirmation/Revocation**

4. Unlock Nature N.V. can cancel the travel agreement in writing if the number of registrations is smaller than the minimum number of participants specified prior to the booking.
- 4.1 The offer from Unlock Nature N.V. is non-binding and can be revoked, if necessary, even after acceptance by the traveler and confirmation by Unlock Nature N.V., due to corrections of errors in the calculation of the travel sum or other mistakes.
  - 4.1.1 Clear errors and/or mistakes do not bind Unlock Nature N.V. Such errors and mistakes are recognizable, or should be recognizable, as such to the average traveler.



## **ARTICLE 5: Changes by Unlock Nature N.V.**

5. Unlock Nature N.V. can only make changes to the travel agreement due to significant circumstances, which will be communicated to the traveler without delay. The traveler can only reject the change if it constitutes a significant disadvantage.
  - 5.1 Unlock Nature N.V. may also change the travel agreement in a substantial aspect due to significant circumstances, which will be communicated to the traveler without any delay. The traveler can reject this change.
  - 5.2 Unlock Nature N.V. can increase the travel sum up to seven days before the start of the trip due to changes in transport costs (including fuel costs) or due taxes and charges. When applying this provision, Unlock Nature N.V. can increase the travel sum up to twenty days before the start of the trip due to changes in transport costs (including fuel costs) or due taxes and charges.
  - 5.3 From the date on which the full travel sum must be paid according to Unlock Nature N.V.'s conditions and is actually paid, Unlock Nature N.V. - contrary to the provision in section 2 - will not increase the travel sum further.
  - 5.4 In the event of a substantial change to the agreement, Unlock Nature N.V. will promptly offer the traveler an alternative if possible. The alternative offer must be equivalent. The equivalence of alternative accommodation must be assessed by objective criteria.
  - 5.5 After rejection as referred to in sections 1 and 2, Unlock Nature N.V. can terminate the travel agreement. The traveler has the right to a refund or exemption from the travel sum or a proportionate part thereof if the trip has already been partially enjoyed. The traveler also has this right if they rightfully rejected a change that would constitute a significant disadvantage.
- A. If the cause of the change can be attributed to Unlock Nature N.V., the resulting damage to the traveler is borne by Unlock Nature N.V. B. If the cause of the change can be attributed to the traveler, the resulting damage is borne by the traveler. C. If the cause of the change cannot be attributed to either the traveler or Unlock Nature N.V., both parties bear their own damage.



## **ARTICLE 6: Assistance and Support**

6. Unlock Nature N.V. is obliged to inform the traveler about a change in departure time. In the case of return trips of travelers who have booked transport only and/or whose accommodation address is not known, Unlock Nature N.V. will make reasonable efforts to inform them about this change.
- 6.1 If the cause is attributable to the traveler, Unlock Nature N.V. is only obliged to provide assistance and support to the extent that can reasonably be expected of them. The costs are borne by the traveler in this case.
- 6.2 If the trip does not proceed as expected, which is not attributable to either the traveler or Unlock Nature N.V., each party bears their own damage. This includes additional costs incurred by Unlock Nature N.V. and extra accommodation and repatriation costs incurred by the traveler.

## **ARTICLE 7: Liability of the Tour Organizer**

7. The liability for damages suffered by the traveler is limited to three times the travel sum unless Unlock Nature N.V. itself provides the service, and/or if there is intent or conscious recklessness on the part of Unlock Nature N.V. Unlock Nature N.V. cannot exclude or limit its liability for damages caused by death or injury to the traveler.
- 7.1 A failure in the fulfillment of an obligation that can be attributed to Unlock Nature N.V. also obliges them to compensate for other losses than financial damage if the failure results in a loss of enjoyment of the trip. This compensation will amount to a maximum of one time the travel sum.
- 7.2 Unlock Nature N.V. is not liable if and to the extent that the traveler's damage can be recovered under an insurance policy taken out by the traveler, such as travel and/or cancellation insurance.



## **ARTICLE 8: Rights of the Traveler**

8. The traveler may request Unlock Nature N.V. to be replaced by someone else. In case the request cannot be granted, Unlock Nature N.V. will inform the traveler of the reasons for this.
- 8.1 Unlock Nature N.V. will indicate in the confirmation the time and manner in which it will make the travel documents available to the traveler.

## **ARTICLE 9: Obligations of the Traveler**

- 9.1 The traveler must comply with all instructions given by or on behalf of Unlock Nature N.V. and is liable for damages caused by their actions. This will be assessed according to the standard of behavior of a reasonable traveler.
- 9.2 The traveler who causes or may cause such hindrance or inconvenience that it hinders or can hinder the proper execution of the trip may be excluded from (continuing) the trip by Unlock Nature N.V. if Unlock Nature N.V. cannot reasonably be expected to fulfill the agreement. The costs arising from this will be charged to the traveler.
- 9.3 The traveler is obliged to avoid and limit any damage as much as possible.
- 9.4 Each traveler must ensure that they confirm the exact departure time of the return trip at least 24 hours before the indicated time.



## **ARTICLE 10: Complaints**

- 10.1 Complaints about the execution of the agreement must be reported on-site as soon as possible so that a solution can be sought.
- 10.2 If the shortcoming is not rectified and affects the quality of the trip, it must be reported without delay, meaning without any justifiable delay, to Unlock Nature N.V.
- 10.3 If a deficiency on-site is not satisfactorily resolved, Unlock Nature N.V. will provide the option to register the complaint in the form of a complaint report.
- 10.4 Unlock Nature N.V. will provide information about the procedure to be followed on-site, the contact details, and accessibility of the relevant people.
- 10.5 If the traveler has not met the obligation to report and register the complaint in the manner indicated by Unlock Nature N.V., and as a result, the service provider or Unlock Nature N.V. has not been given the opportunity to remedy the deficiency, their potential right to compensation (partially) lapses.
- 10.6 If a complaint is not resolved to satisfaction, it must be submitted as soon as possible, but no later than two months after the end of the trip (or the enjoyed service) or after the original departure date if the trip did not take place, in the prescribed manner. If available, a copy of the complaint report should be included.
- 10.7 If the complaint concerns the conclusion of an agreement, it must be submitted as soon as possible, but no later than within two months after the traveler became aware of the facts on which the complaint is based, to the booking office.
- 10.8 If the traveler does not submit the complaint in time, it will not be processed unless the traveler cannot be blamed reasonably.
- 10.9 Unlock Nature N.V. will provide a substantive response no later than one month after receipt of the complaint.