

ChaletsPlus Agency Agreement

Table of Contents

Article 1 Introductory provisions
Article 2 The assignment in general
Article 3 The reservation order
Article 4 Payments
Article 5 Liability
Article 6 Documents
Article 7 Interest and collection costs
Article 8 Complaints

Article 1 Introductory provisions

1. These booking conditions apply if you book one or more single holiday services, unless the applicable travel conditions apply.

2. In these terms and conditions, unless stated otherwise in the article, the following terms shall have the meanings given below:

Travel agent: the person who advises, informs and/or mediates in the formation of travel agreements in the execution of his business activities.

Service provider: the carrier, accommodation provider, tour operator and/or other service providers in the field of travel, with whom you have an agreement and who, with due observance of the applicable conditions, is solely responsible for the provision of the service.

Traveller:

- a. the client (notifying party), or
- b. others than the client on whose behalf the client has entered into an agreement and who accepts this contract.

Assignment: the contract between you and the travel agent, under which the travel agent undertakes to provide travel services to you.

Working days: Monday to Friday from 9 a.m. to 5.30 p.m. and Saturday from 10 a.m. to 4 p.m., with the exception of public holidays recognised in the Netherlands, unless the travel agent expressly indicates that different opening hours apply.

Booking fees: The amount that the travel agent charges for services rendered.

3. The travel agent (also referred to as a reseller, trader or booking office) is a service provider in the field of travel. He can inform, advise and/or make reservations. The travel agent provides these services on your behalf. These Booking Terms and Conditions apply to all forms of service provided by the travel agent.

4. If you book a trip from an organiser, to which the Travel Conditions apply, then only these Travel Conditions apply for the entire trip, from advice up to and including the execution of the package trip. Even if the travel agent organises travel himself or adds travel services to existing package holidays of another organiser, he will still be regarded as the organiser of that trip. The Travel Conditions are also applicable to that trip, supplemented by the conditions of the travel agent regarding down payment and/or cancellation.

5. The travel agent can make a reservation for you. He then makes an agreement between you and the service provider of your choice. The travel agent himself is not a party to the final agreement. He can make a reservation for individual airline tickets, for example, or for train tickets, theatre tickets and hotel rooms, or take out insurance on your behalf.

6. You have no right to withdraw from the reservation made on your behalf to which these Booking Conditions apply.

7. The travel agent is not liable for the correct fulfilment of the service reserved through him. Only the terms and conditions of the service in question are applicable.

The travel agent is, of course, responsible for the careful execution of the service provided by himself, such as correct advice and correct handling of the reservation.

8. The travel agent may, for the provision of his service, charge a fee if he informs you in advance of the amount.

Article 2 The assignment in general

1. The content of the assignment may include informing and advising you, as well as reserving for you, if possible, the service you require.

2. You are bound vis-à-vis the travel agent and the service provider after you have given the order, regardless of whether they can immediately provide you with a confirmation.
3. If the travel agent immediately provides you with an (order) confirmation, this confirmation will serve as proof of the agreement described in the confirmation, unless you immediately (within 24 hours) object to the confirmation.
4. Even if the travel agent is unable to issue the order confirmation immediately and pursues it, you can still object to the order confirmation immediately (within 24 hours) after receipt of the order confirmation.
5. If you do not object or do not object in time, the order confirmation will serve as proof of the existence of the agreement and its contents. You can, of course, provide evidence to the contrary.
6. If you book via the Internet or other multimedia channels, the travel agent will organise the booking process in such a way that you are informed that you are entering into a contract before making the reservation. By the confirmation of the booking by the travel agent, you are bound by this agreement.
7. You are liable to the travel agent for the obligations arising from the contract and to the service provider for the obligations arising from the contract with this service provider. The other travellers are liable for their share in the commission.

Article 3 The reservation order

1. Your obligation to provide information

In good time before placing the order, you provide all information about yourself and the travellers you have registered who may be important for the execution of the order. This includes at least your mobile phone number(s) and email address(es).

You will also provide details of your own physical and mental condition and that of your fellow travellers which may be of importance to the performance of the services.

2. Price changes

The travel agent cannot guarantee the prices of the services reserved at your request. These prices can be changed in accordance with the conditions of the service provider. The travel agent is outside the scope of this and bears no responsibility for this. The travel agent will inform you of changes as soon as possible as well as calculate the new costs.

3. Cancellations/changes by the client

Any changes in the assignment(s) issued, or cancellations of reserved services can only take place on working days and only at your request. If the travel agent makes a change to reservations made at your request or if you cancel reserved services, the travel agent will charge the associated costs if he has notified you of these costs in good time - prior to the change becoming final. In addition to the cancellation or modification costs charged by the service provider, these may also be the costs that the travel agent has to incur in order to effect the change or cancellation.

4. The travel agent sends all communications about the reservation order exclusively to you.

Article 4 Payments

1. You must pay the amounts due in a manner to be indicated by the travel agent and within the specified time. The travel agent is authorised - if necessary in the name and for the account of the service provider(s) concerned - to collect the amounts due.

2. The travel agent may, when you give the order(s) to the travel agent, require a down payment, which in any case does not exceed the conditions of the service provider(s) involved (if any), increased by the booking fee.

If the travel agent requires a deposit, he will inform you of the amount prior to the conclusion of the contract.

3. You must ensure that the travel agent has received the remainder of the amount due by the date stated in the confirmation or invoice. In the event of any discrepancies between confirmation and invoice, the confirmation will apply.

4. If you fail to pay or advance on time, the travel agent will send you a free payment reminder after the expiry of that date and will give you the opportunity to pay the outstanding amount within fourteen days of receiving this payment reminder. If you also fail to pay, you will be in default and the agreement(s) will be deemed to have been cancelled, unless the conditions of the service provider(s) involved (if any) dictate otherwise.

The travel agent has the right to charge the costs associated with the cancellation and stated in advance or to set them off against the deposit(s) received. If you book the trip within 14 days before departure and do not pay on time, you are immediately in default.

5. The travel agent will make any refunds only to you.

Artikel 5 Liability

1. The travel agent shall observe the care of a good operator in his work.

2. The travel agent accepts no liability for acts and/or omissions of the service provider (s) concerned, nor for the correctness of the information provided by this service provider (s). The travel agent is not responsible for photos, folders, advertisements, websites and others information carriers insofar as they have been drawn up or issued under the responsibility of third parties.

3. Insofar as the travel agent himself imputably falls short and you or your fellow traveller suffers damage (including damage due to lost travel), the liability of the travel agent is limited to a maximum of three times the value of services invoiced by the travel agent.

4. The travel agent excludes liability for damage against which you are insured (for example by means of the conclusion of a travel and/or cancellation insurance or health insurance) and for damage that you suffer in the context of the exercise of a profession or business. This includes damage due to missing connections and/or failure to arrive at the destination in time.

5. The exclusions and limitations of liability included in this article also apply to the staff of the travel agent.

Article 6 Documents

1. At the latest at the conclusion of the agreement, the travel agent will provide you with general information tailored to Dutch nationality passports, visas and any health formalities.

2. You are personally responsible for obtaining the necessary additional information from the relevant authorities and checking whether the previously obtained information has not been changed in the meantime before departure.

3. You are personally responsible for having the necessary documents with you, such as a valid passport, or, where permitted, an identity card and any visa required, proof of vaccinations and vaccinations, driver's license and green card.

4. If you can not make the trip (in full) due to the lack of any (valid) this is the case with all the associated consequences for your account, unless the travel agent has undertaken to take care of that document and the lack of it can be imputed to him, or the travel agent has failed in his information obligation referred to in paragraph 1.

5. The travel agent can provide you with information about the possibility of taking out cancellation insurance and travel insurance.

Article 7 Interest and collection costs

1. If you do not pay on time, you are over the amount due from the date of default interest due. The amount of this interest is:

For payments relating to the assignment made by the travel agent:

the statutory interest;

- For payments related to the services provided or to be provided by the service provider: the statutory interest rate, or if the service provider has another interest rate

The latter percentage will be charged if the travel agent has communicated this percentage to you, or its location, prior to the conclusion of the agreement.

2. Furthermore, you will be obligated to reimburse extrajudicial costs after having received a reminder. These amount to 15% over the invoiced amount up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. The travel agent may deviate in your favour from the aforementioned amounts and percentages.

Article 8 Complaints

1. You must submit a complaint about a reservation made and/or advice and information provided by the travel agent to the travel agent within two months of becoming aware of the facts to which the complaint relates.

2. The travel agent will give you a written response within one month after receipt of the complaint.