

Bookings conditions

Vliegwinkel.nl is the internet site of Vliegwinkel bv, part of Airtrade. For more information about our organization, please view the section 'About Vliegwinkel'. Airtrade is a recognized IATA member, a member of the *Stichting Garantiefonds Reisgelden* (SGR no. 1731), the Dutch Travel Refund Guarantee Fund and of the *Algemeen Verbond van Reisondernemingen* (ANVR no. 4030), the Dutch Travel Agencies Association. Chamber of Commerce in Amsterdam *K.v.k.* no. 30.144.107. Furthermore, vliegwinkel.nl is member of the Thuiswinkelorganisatie.

General terms and conditions of booking

Vliegwinkel.nl is a service provider in the field of travelling. The website of Vliegwinkel.nl is used for supplying information, giving advice and making bookings. Vliegwinkel.nl provides these services by your order. The terms and conditions of booking apply to all forms of service provided by Vliegwinkel.nl. There are a few exceptions.

Information, advice, acting as an intermediary and bookings from and by Vliegwinkel.nl are terms which are incorporated in the booking conditions. This is done by information, advice on and control by our site and through contact by e-mail or phone. Even there where you perform actions yourself Vliegwinkel.nl acts as an intermediary for you and makes the bookings. All phrases, passages with regard to this, included in these general terms and conditions of booking, should be interpreted in this way.

Vliegwinkel.nl can make a booking for you. This means that she acts as an intermediary in concluding an agreement between you and the selected service provider. Vliegwinkel.nl is not a party in the final agreement. She can for instance book seat-only tickets, car rental, hotel rooms and she can take out insurance for you.

Vliegwinkel.nl is not liable for a correct performance of the services which were booked via her website. Usually the terms and conditions of the service provider concerned such as the airline company or hotel owner apply to this. These conditions can be obtained directly from the provider. Vliegwinkel.nl is responsible though for a careful operation of the services provided by her, such as correct advice and an accurate booking process.

You are responsible for providing information which is necessary for making and processing a correct booking. This includes for instance providing us with the correct name, address, place name, date of birth, nationality etc. You are also responsible for holding the correct travel documents (passport, visa, vaccination papers) upon departure. When making a booking, Vliegwinkel.nl will provide you with some general information about this by e-mail.

Usually Vliegwinkel.nl will immediately give you an order confirmation. In case this is not possible, then it will be sent to you by e-mail or post. Vliegwinkel.nl is entitled -provided that this is made known to the customer in advance - to charge you for the services provided.

The General Terms and Conditions of ANVR-VRA (Dutch Travel Agencies Association – Association of ANVR Travel Agents) were drawn up in April 1997 in consultation with the Consumentenbond (the Dutch consumers' association) under the coordination of the group for

self-regulating consultation from the SER (the Dutch National Economic Development Office).

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- Article 1 Definitions

1 The order includes the agreement between the traveller and Vliegwinkel.nl, in which Vliegwinkel.nl commits herself towards the traveller to provide services in the field of travelling, such in the broadest sense of the word.

2 The one who as part of his/her work gives advice, provides information and acts as an intermediary in the process of reaching agreements in the field of travelling.

3 The carrier, the accommodation supplier, the car rental company and /or any other service providers in the field of travelling, such in the broadest sense of the word, with whom the traveller enters into an agreement and who, subject to the applicable conditions, is responsible for carrying out the service.

4 a. The client (registered customer) or b. the one on whose behalf the services provided by Vliegwinkel.nl have been agreed and who has accepted that condition.

5 The days: from Monday to Friday from 9 am to 9 pm and Saturday and Sunday from 10 am to 5 pm, excepting legal holidays, unless Vliegwinkel.nl states specifically that different opening hours apply.

6 Disputes Committee:

Disputes Committee (part of the Disputes Committee for Consumer Affairs), Address: Surinamestraat 24, 2585 GJ The Hague, Netherlands.

- Article 2 The order in general

1 The agreement is final when the client confirms this on the Vliegwinkel.nl website, or commissions Vliegwinkel by e-mail, fax or verbally.

2 Once the reservation has been confirmed it is no longer possible to invoke the statutory right of withdrawal , if it relates to a reservation of products and/or services for accommodation,

travel and leisure activities. This means that the contract cannot be broken without incurring additional costs.

3 The content of the order may include informing and advising the traveller, as well as making the requested reservations if possible on behalf of the traveller

4 The client is bound by commissioning the order to Vliegwinkel.nl and service provider, no matter whether this was confirmed directly or not. In case Vliegwinkel.nl charges a fee for one of its own services, then Vliegwinkel.nl will make this known in advance.

5 In general the (order)confirmation will be e-mailed to the client immediately, in which case this confirmation is considered to be proof for the agreement as stated in the confirmation.

6 In the event that the confirmation cannot be e-mailed immediately, it will be forwarded by Vliegwinkel.nl. Within two workingdays after receiving the confirmation the client can complain. Should the client fail to do so the confirmation is considered to be proof for the existence and content of the agreement. All this does not obstruct the client's right to provide evidence to the contrary.

7 The client is towards both Vliegwinkel.nl and the service provider liable in all respects for the obligations resulting from the service provided by Vliegwinkel.nl.

- Article 3 The booking order

1 The client will provide Vliegwinkel.nl with all the required details of himself and the (if there are any) other traveller(s) which are required for entering into the agreement and carrying out the agreement.

2 Charges for the services booked can be changed in accordance with the conditions of the service provider. The changes will be forwarded and on-charged as soon as possible.

3 Any cancellation of, or change to, the given order is allowed only on working days and at the client's request. Should anything be cancelled, or changes be made to bookings at the client's request, then the costs involved will be charged. Besides charges for changes or cancellations charged by the service provider, Vliegwinkel.nl also charges a fee for processing the change or cancellation.

Apart from the published charges for changes and cancellations Vliegwinkel.nl also charges the following:

Changes: **EUR 50 per person** a time

Cancellations: **EUR 50 per person** a time

4 All statements made by Vliegwinkel.nl or service provider will be addressed only to the client/principal.

- Article 4 Payments

1 The amounts due should be paid within the period stated by Vliegwinkel.nl and be credited to one of the giro or bank accounts of Vliegwinkel.nl. Vliegwinkel is authorized - if necessary - to collect the amounts due in the name of and on the account of the service provider concerned.

2 When accepting the order Vliegwinkel.nl will demand a down payment, which will on no account exceed the sum as stated in the conditions of the (possible) service provider(s). For almost all tickets the airline company applies the rule that tickets must be printed within 72 to 96 hours after booking. The tickets can and will be printed only on receipt of the total amount due.

3 In the event of a down payment the outstanding amount due must be credited to Vliegwinkel.nl not later than the date stated in the confirmation and/or invoice.

4 In the event the (down) payment has not been paid or not been paid on time, the traveller is in default and the agreements are assumed to have been cancelled, unless stated otherwise in the conditions of the (possible) service provider(s). Vliegwinkel.nl is entitled to charge the costs as mentioned in article 3.3 and/or to balance these costs with the received down payment(s). Additional charges resulting from collecting of the amounts due will be recovered from the client.

5 Any refunds will be paid exclusively to the client.

- Article 5 Liability

1 In all its operations Vliegwinkel.nl will observe the general duty of care as is the obligation of a good commissionee.

2 Without prejudice to the provisions before Vliegwinkel.nl accepts neither liability for acts and/or negligence of the service provider(s) concerned, nor for the accuracy of information supplied by this (these) service provider(s). Vliegwinkel.nl is not responsible for photos, brochures and other information, insofar these were published within the area of responsibility of third parties.

3 Insofar Vliegwinkel.nl herself can be held liable and the traveller suffers a loss as a consequence (including damage for loss of travel days), Vliegwinkel.nl's liability is limited to a maximum of 25% of the services invoiced. So-called consequential loss is excluded from this.

4 Vliegwinkel.nl is neither liable for damage against which the traveller is insured (for instance by taking out a travel insurance policy and/or cancellation insurance policy), nor for damage caused as part of the traveller's work (including damages caused by missing connecting flights and/or arriving too late at the destination).

5 Vliegwinkel.nl is not liable for any promises made by its staff and/or any third party, which

deviate in a cognisable way from the terms stated in these conditions or in the conditions of the responsible service provider, unless such promises are confirmed later in writing.

6 The exclusions and restrictions of liability included in these conditions apply also on behalf of the staff of Vliegwinkel.nl and/or the third party appointed by Vliegwinkel.nl.

7. All products booked at vliegwinkel.nl are guaranteed after successful payment and confirmation of booking of the product. If the product can not be confirmed after payment, then no rights can be derived from this product.

- Article 6 Documents

1 Valid travel documents are required for all travel abroad. The traveller is responsible for having all the required documents upon his departure, such as a valid passport and any required visa or vaccination certificates. Depending on your nationality, the nationality of your fellow traveller(s) and your destination(s) different provisions apply. These provisions can be viewed on the website of a Dutch visa service “Visumdienst”. You can also apply for a visa through this service: www.visumdienst.nl. Please note that this site is in Dutch and only deals with Dutch nationality. Up-to-date information for different nationalities can be obtained from the embassy of the country of destination. It should be pointed out to all passengers to and from the USA, as well as to all passengers who are travelling through or via the USA that your personal information must be accessible to the local authorities because of legally bound safety checks. Your personal information will only be used for security purposes. When making a booking you confirm that you have no objections. As of 1 October 2003, read departure and return date, all passengers travelling to the USA, as well as all passengers travelling through and via the USA, must hold machine-readable passports. Passengers who do not hold such passports will not be granted visa exemption. This means they are not allowed to stay more than 90 days in the USA without visa. This obligation applies only to passengers with passports from countries who participate in the so-called “Visa waiver programme”. The Netherlands are one of the participating countries in this programme.

For passengers who do not hold machine-readable passports and who would like to travel to the USA there are two options. They can apply for a new passport or apply for a non-immigrant visa.

All Dutch passports issued since 1 January 1995 are machine-readable passports.

Machine-readable passports are not required for transit passengers who do not need visas (passengers travelling onwards to a destination outside the USA). All passengers must have their own passports. Children who are already included in their parent’s passports, should apply for their own passport or visa. Apart from a machine-readable passport, passengers must hold a ticket stating that they will leave the country within 90 days. Passengers travelling with an e-ticket must present their “trip summary and receipt”. If you hold a foreign passport we strongly advise you to contact the American embassy or consulate.

2 A large number of foreign destinations require vaccinations and/or malaria pills. If you have not had certain vaccinations this can result in being refused entry to a country. Vaccinations can also apply to a short stay, e.g. a transfer. For more information please view the websites: www.havenziekenhuis.nl or www.ggd.nl

3 At your request Vliegwinkel.nl can provide general information about passports, visa and possible formalities on the field of health by e-mail.

4 The traveller himself/herself will obtain the required additional information from the authorities involved and also check in time before departure whether the information given before is still accurate. The flight numbers and flights times as stated on your confirmation or itinerary are only accurate at time of booking. It is possible for airlines to make changes to itineraries which causes flight numbers, flight times and routes flown to change. Vliegwinkel.nl strives after informing you about these changes before departure. As we cannot guarantee this, or information does not reach us in time you are responsible yourself for obtaining the correct flight numbers and departure times. This information can be obtained from teletext “departure and arrival times Schiphol”, you can call Schiphol information services: 0900 0141, or view the website www.schiphol.nl.

5 As flight numbers and flight times can also change during your trip you should check this information in time before departure of your flight.

- Article 7 Interest and collecting-charges

1 The traveller who is in default, must pay the legally required interest due unless the interest rate as laid down in the conditions of the service provider concerned is higher.

2 Furthermore the traveller is liable to compensation for non-legal expenses made by Vliegwinkel.nl to recover the claim, equal to 15% of the amount claimed with a minimum of EUR 45, unless the amount considering the collection proceedings, is unfair

- Article 8 Disputes

1 All disputes between Vliegwinkel.nl and the traveller are governed by Dutch Law. Only the competent Dutch court or the hereafter called Disputes Committee (located in The Hague, part of the Disputes Committee for Consumer Affairs) have jurisdiction to deal with disputes.

2 Booking complaints.

Complaints about a booking made by Vliegwinkel.nl can be lodged with Vliegwinkel.nl at the latest one month after return or, in case the trip has not taken place, till one month after the original departure date as stated in the travel documents.

Should the complaint not be resolved satisfactorily on time, or in case satisfaction is not obtained concerning the complaint, the traveller can present his complaint to the Disputes Committee within three months after return (or, in case the trip has not taken place, three months after the original departure date).

3 Complaints about advice and information

Complaints about advice and information provided by Vliegwinkel.nl must be lodged with Vliegwinkel.nl in writing and bearing reasons within one month after the traveller became acquainted with the facts concerning the complaint, but in any case within one year after advice or information was supplied.

Should the complaint not be resolved satisfactorily on time, the traveller can present his complaint to the Disputes Committee within three months after the traveller became

acquainted with the facts concerning the complaint, but in any case within one year after advice or information was supplied.

4 The Disputes Committee passes judgment under the conditions as stated in the rules and regulations concerned. The decision of the Disputes Committee is a binding advice. A fee is charged for dealing with disputes.

5 The traveller who does not wish to make use of this binding advisory procedure, is entitled to submit the complaint to the competent court.

6 All claims expire one year after return (or in case the trip has not taken place, one year after the original departure date), or should the complaint concern the service provided by Vliegwinkel.nl one year after this service.

7 The ANVR (Dutch Travel Agencies Association) will adopt the obligations of a member to the traveller, as stated in a binding advice imposed by the Disputes Committee, in the event that the member has not honoured this obligation within the time stated in the binding advice, all this unless the member has brought the binding advice within two months after the notarised date for judicial review before the court. For the application of this guarantee it is required that the traveller appeals to the ANVR (Dutch Travel Agencies Association) in writing.