



TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	2
ARTICLE 2 - APPLICABILITY OF CONDITIONS	2
THE BOOKING	2
ARTICLE 3 - CONCLUSION OF THE AGREEMENT	2
INFORMATION.....	3
ARTICLE 4 - INFORMATION BY THE ORGANISER	3
ARTICLE 5 - INFORMATION BY THE TRAVELLER	4
BEFORE THE TRAVEL	4
ARTICLE 6 - PAYMENT	4
ARTICLE 7 - INDEMNIFICATION	4
ARTICLE 8 - MODIFICATION AT PASSENGER'S REQUEST	5
ARTICLE 9 - CANCELLATION BY THE TRAVELLER	5
ARTICLE 10 - PRICE CHANGE	5
ARTICLE 11 - CHANGE BY THE ORGANISER	6
ARTICLE 12 - ARTICLE 12 - CANCELLATION BY THE ORGANISER	6
IMPLEMENTATION OF THE TRIP.....	6
ARTICLE 13 - RESPONSIBILITY & SHORTCOMINGS	7
ARTICLE 14 - HELP AND ASSISTANCE	7
LIABILITY	7
ARTICLE 15 - ATTRIBUTION, FORCE MAJEURE AND LIABILITY EXCLUSIONS	7
OBLIGATIONS OF THE TRAVELLER.....	8
ARTICLE 16 - PASSENGER'S OBLIGATIONS	8
OTHER PROVISIONS.....	9
ARTICLE 17 - COMPLAINTS	9
ARTICLE 18 - OTHER PROVISIONS	9
ARTICLE 19 - SAFARI	9



Artikel 1 - Definitions

Organiser: CoA travel registered under Chamber of Commerce number 91635233.

Traveller: any person who wishes to enter into an agreement with the Organiser in relation to a Trip and any person who is entitled to travel under the agreement;

Travel service: the services that are part of the trip, such as passenger transport, car hire, accommodation and excursions.

Travel service provider: the service provider that performs any part of the Trip, such as accommodation providers, carriers, external guides, etc.

Agreement: the agreement relating to the booked Trip, including these Terms and Conditions.

In writing: in writing or electronically including by e-mail.

Conditions: these general terms and conditions.

Package holiday: a package holiday within the meaning of the law.

Trip: a Package Holiday or if the Conditions are declared applicable to it a single Travel Service.

Working days: Monday to Friday, excluding holidays recognised in the Netherlands, within working hours (9am-17pm Dutch time).

Artikel 2 - Applicability of terms and conditions

2.1 Package holidays

These Conditions apply to all Package Holidays offered by or agreed with the Organiser.

2.2 Travel services

These terms and conditions may also be declared applicable to Travel Services that do not constitute a package holiday. Title 7a of Book 7 of the Civil Code containing rules on package travel agreements shall not apply in that case. These Travel Services are not protected in the event of the insolvency of the Organiser, unless it is expressly stated in the offer which party provides cover and this follows from the guarantee or insurance conditions.

2.3 Divergent and additional conditions

Divergent and additional terms must be agreed in Writing and take precedence over these Terms.

THE BOOKING

Artikel 3 - Conclusion of Agreement

3.1 Content on offer

The Trip offered includes only the services and facilities expressly described in the Organiser's offer and publications. Information in publications of Travel Service Providers are not part of the offer, regardless of whether a link to it is included in the Organiser's offer. The stated trip duration is indicated in whole days, with the day of departure and arrival counted as whole days.

3.2 Non-binding offer

The Organiser's offer is non-binding and may be revoked by the Organiser after acceptance until 5pm of the next Working Day.

3.3 The booking

The Agreement comes into effect as soon as the Traveller accepts the Organiser's offer and subject to availability of the Trip.

The cost per booking is

- 1 traveller € 25.00
- 2 travellers € 40.00
- 3 and more travellers €50.00
- GGTO contribution € 9.00 p.p.
- VvKR contribution € 5.00 p.p.

3.4 Obvious errors

Obvious errors in the offer do not bind the Organiser. If there is reason for doubt, the Traveller should make enquiries.

3.5 Preferences

No rights can be derived from preferences submitted by the Traveller, unless the Organiser has confirmed in writing that the preference will be met. The mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose.



3.6 Special requirements

If the Traveller makes medical requirements or other weighty interests known to the Organiser as a 'requirement' at the time of booking, the Organiser will assess whether it can meet them. If the Organiser is unable or unwilling to meet the requirements, the Agreement will not come into effect. The Organiser may make a price change in connection with the specified requirements.

3.7 Confirmation of booking

The Organiser will send a booking confirmation after booking the trip and checking availability.

3.8 Revocation by traveller

A booking of the Trip is final. The Traveller has no right to revoke the Agreement.

3.9 Minors

The Traveller booking the trip must be of age.

3.10 Books for other Travellers & communication

The Traveller who books for other Travellers is jointly and severally liable for all resulting obligations. The other Travellers are each liable for their own share. The confirmation, invoice, travel documents and all other communication will only be sent to the Traveller making the booking. The Traveller booking the Trip for others is obliged to communicate relevant personal circumstances of those other Travellers at the time of booking. The Traveller booking the Trip for others is obliged to provide those other Travellers with these Terms and Conditions and other relevant communications. The Traveller who books the Trip indemnifies the Organiser for damages resulting from failure to comply with the above obligations.

INFORMATION

Artikel 4 - Information by the Organiser

4.1 Travel fee

Prices quoted are per person unless expressly stated otherwise.

4.2 Information by the Organiser at the time of booking

At the time of booking or immediately thereafter, the Organiser will provide the Agreement to the Traveller including the Traveller's accepted preferences and information tailored to the Dutch nationality about the necessary travel documents (passports, visas, etc.) and any health formalities.

4.3 Travel documents

The Traveller must have the necessary travel documents, such as a passport, visas, vaccination certificates, etc., during the Trip. Given the great importance of these, the Traveller should check with the official authorities to ensure that the information is complete and up to date. Before booking the Trip, the Traveller should check whether there is sufficient time to obtain the necessary travel documents. If the Traveller cannot make the Trip or cannot make it in full due to the absence of the correct travel documents, the costs shall be borne by the Traveller.

4.4 Travel documents

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveller no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveller has not received the travel documents 5 days before departure, the Traveller must notify the Organiser immediately.

4.5 Insurance information

The Organiser shall draw the Traveller's attention to the possibility of taking out cancellation insurance and travel insurance. The Organiser may require such insurance if the Traveller has been informed of this prior to booking.



Artikel 5 - Information by the Traveller

5.1 Relevant information from the Traveller(s)

Before booking, the booking Traveller shall provide all relevant information about the registered Travellers. In particular, information that may affect the health or safety of the Traveller or others. If the information provided is incorrect or incomplete, the Traveller may be excluded from participation. The Traveller shall then owe the cancellation fee in accordance with Article 9 paragraph 2 [cancellation fee]. Other costs shall also be borne by the Traveller.

5.2 Reduced mobility, pregnant women and illness

Travellers with reduced mobility and their companions, pregnant women and Travellers with an illness that may affect the Trip must report this to the Organiser upon entering into the Agreement or at least as soon as possible after the Traveller becomes aware of it in connection with possible consequences for the Trip and, in particular, air transport. Such Travellers should verify themselves with the carrier whether a medical certificate is required to travel.

BEFORE THE TRAVEL

Artikel 6 - Payment

6.1 Down payment

The deposit is 30% of the travel sum. The deposit must be received within 7 days of booking.

6.2 Residual payment

The balance of the holiday price must be paid no later than 6 weeks before the start of the Trip. For bookings made within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after booking. In any event, full payment must be received before the start of the Trip.

6.3 Default and interest

If the Passenger does not pay within the agreed period, the Passenger shall be in default without further notice of default being required and shall owe statutory interest on the outstanding amount.

6.4 Collection costs

The Passenger must pay extrajudicial collection costs if the Passenger has not paid within the deadline for payment set via a Written reminder. The extrajudicial collection costs are: 15% of the claimed amount up to € 2,500.00, 10% on the following € 2,500.00, 5% on the following € 5,000.00 and 1% on the surplus.

6.5 Further consequences of failure to pay

As long as the Traveller has not paid, the Organiser may retain the travel documents. If payment is not made even after reminder or if payment is not made before the start of the trip, the Organiser may exclude the Traveller from participation. The obligation to pay remains. Instead of excluding the Passenger from participation, the Organiser may cancel the Agreement and charge the Passenger the cancellation fee payable for this as stipulated in [Article 9 paragraph 2].

Artikel 7 - Relocation

7.1 Conditions and notification

A Traveller may transfer the Trip to another person. The other person must comply with all conditions attached to the Trip. Transfer is possible only to the extent permitted by the terms and conditions of the Travel Service Provider concerned. If airline tickets are part of the Trip, transfer of the airline tickets is often not possible. Transfer of the Trip is then possible if - at the Traveller's expense - new airline tickets are booked. The Traveller requests the Organiser at least 7 days before the Trip to replace the person.

7.2 Joint and several liability and additional costs

The Traveller and the person taking over the Trip are jointly and severally liable for the payment of the trip price and additional costs arising from the substitution, including amendment costs.

Artikel 8 - Change at Passenger's request

8.1 Change

The Traveller who has booked the Trip may request the Organiser to amend the Agreement. The Organiser is not obliged to do so. The Organiser will inform the Traveller of the new travel price. If the Traveller agrees to the costs of the change, the new travel sum and change costs are payable. If the new travel sum is less than the original travel sum, the difference will be set off against the change costs payable.

8.2 Change of departure date

Unless the Organiser indicates a rebooking, the change of departure date constitutes the cancellation of the existing agreement and the creation of a new agreement. The cancellation regime of Article 9 [cancellation costs] applies to the cancelled agreement.

Artikel 9 - Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Traveller may cancel the booking before the commencement of the Trip. Cancellation must be made In Writing. The date on which the cancellation is received by the Organiser applies as the time of cancellation. If received after 5 p.m. or outside Working Days, the next Working Day is considered the date of receipt.

9.2 Cancellation fee

The Traveller shall owe the following amounts upon cancellation:

25% non-refundable charge.

From 60 to 32 days before the day of departure: 30% of the travel sum.

From 31 to 8 days before the day of departure: 50% the travel sum.

From 7 days to 3 days before the day of departure: 75% of the fare.

From 2 days before departure: 100% of the travel sum.

9.3 Reducing number of travellers

If the number of Travellers is reduced within one booking, the Organiser may, at its discretion, charge as cancellation fee:

1. the standard cancellation charges mentioned in paragraph 2 of this article, or;
2. The entire travel price of the cancelled person minus the cost savings resulting from the cancellation.

9.4 Cancellation fee for cancellation after a rebooked trip

It may happen that the Traveller and Organiser rebook the trip to a later date. If the Traveller cancels the rebooked trip, the cancellation fee will be at least the amount that would have been due if cancellation had been made on the date of rebooking.

(Example: 14 days before the start of the original trip, the trip is rebooked to 1 year later. 6 months before the start of the rebooked trip, the traveller cancels because he no longer wishes to travel. The cancellation fee is then 100% the travel sum.

9.5 Travel credits issued out of goodwill

If a Trip is cancelled by the Traveller and a travel credit is granted as a courtesy, the following applies (unless other conditions are communicated by the Organiser):

- the travel credit must be spent within one year of being granted.
- the new journey must have commenced within two years of the granting of the travel credit.
- the travel credit is tied to the Passenger and not transferable.
- the travel credit can only be used for the same Trip at a later time.
- if the trip is more expensive at a later time, the price difference will be charged to the Passenger.
- If the Traveller cancels the Trip booked with a travel credit granted on a goodwill basis, the travel credit will expire.

Artikel 10 - Price change

10.1 Price change

The Organiser may increase the trip price up to 5 days before the start of the Trip due to price changes in:

- cost of fuel or other energy sources, or;

- taxes or fees of third parties not directly involved in the implementation of the Trip. The Organiser may include in the Agreement that it may increase the travel price based on changes in exchange rates up to 5 days before the commencement of the Trip. The Agreement must include the method of price recalculation based on the exchange rate.

10.2 Termination by Traveller

If the price increase exceeds 8% of the travel price, the Traveller may terminate the Agreement and the Traveller will be refunded the travel price paid.

10.3 Price reduction

If the right to price increase is agreed, the Traveller shall have a corresponding right to price reduction. From the amount due to the Traveller, 30 euros in administration costs will be deducted.

Artikel 11 - Change by the Organiser

11.1 Changes

The Organiser may unilaterally make minor changes to the Trip before the start of the Trip. The Traveller will be informed accordingly.

11.2 Drastic changes

If necessary, the Organiser may substantially change the main features before the start of the Trip. This includes offering an alternative Trip. The Traveller may accept the change or terminate the Agreement without payment of cancellation fees. Upon termination, the travel sum paid by the Traveller will be refunded. The Organiser may set the Traveller a reasonable period within which the Traveller must make his choice clear. If the Agreement is not terminated within the specified period, the change will be deemed to have been accepted and the right to termination will lapse.

Artikel 12 - Article 12 - Cancellation by the Organiser

12.1 Cancellation due to minimum numbers

The Organiser may cancel the Agreement before the start of the Trip if the number of applications is less than the minimum number specified in the Agreement and the Traveller is informed, no later than:

- 20 days before the start of the Trip for a Trip of 6 days or more.
- 7 days before the start of the Trip for a Trip of 2 to 6 days.
- 48 hours before the start of the Trip for a Trip of less than 2 days.

12.2 Cancellation on grounds of force majeure

The Organiser may cancel the Agreement before the commencement of the Trip if the Organiser cannot perform the Agreement due to unavoidable and extraordinary circumstances.

12.3 Refund of travel price paid - no compensation

In the above cases, the Organiser will refund amounts already received within 14 days and no compensation will be payable. Not reimbursed are costs incurred by the Traveller for services that fall outside the Agreement such as vaccinations, visas, purchase of equipment, insurance and if not included in the Trip the air travel, tickets, accommodation, etc.

12.4 Cancellation through the fault of the Traveller

If the Traveller does not comply with pre-established participation requirements or if incorrect or incomplete information about the Traveller is provided, the Organiser may cancel the Agreement. The Traveller will then be liable for cancellation charges as provided for in [Article 9(2)].

IMPLEMENTATION OF THE TRIP



Artikel 13 - Responsibility & shortcomings

13.1 Good execution of the Trip

The Organiser is responsible for the performance of the agreed Travel Services, whether performed by the Organiser itself or by another Travel Service Provider. The Organiser must perform the Agreement in accordance with the expectations that the Traveller could reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

13.2 Changes in itinerary and travel times

The Organiser will inform the Traveller of changes to the itinerary. If the Organiser is not aware of the place of stay, the Traveller will only be informed at the e-mail address or mobile phone number known to the Organiser.

13.3 Traveller's duty to complain

The Traveller shall immediately notify the Travel Service Provider and the Organiser in line with Article 17 [complaints] of any defects or problems in the performance of the Travel Services.

13.4 Solution by the Organiser

The Organiser shall ensure that shortcomings are remedied. A shortcoming need not be remedied if this is impossible or involves disproportionately high costs.

13.5 Compensation

If the shortcoming cannot be resolved, the Organiser (or Travel Service Provider) will consult with the Traveller and may arrange compensation or alternative where appropriate. The Traveller is not entitled to compensation or alternative if the shortcoming is attributable to the Traveller.

Artikel 14 - Help and assistance

14.1 Compulsory assistance

The Organiser shall provide help and assistance to the Traveller if the Traveller is in difficulty, in particular by providing good information on medical services, local authorities and consular assistance and by helping the Traveller to use remote communication and to find alternative travel arrangements.

14.2 Cost

The Organiser will charge a reasonable fee for the help and assistance if the difficulties were caused by the Traveller's intent or negligence.

LIABILITY

Artikel 15 - Attribution, force majeure and liability exclusions

15.1 Attribution & force majeure

The Passenger is not entitled to compensation for damages incurred by the Passenger as a result of a shortcoming due to:

- a. the Traveller;
- b. third parties not directly involved in the performance of the Agreement and the failure could not be foreseen or prevented, or;
- c. unavoidable and extraordinary circumstances.

15.2 Liability exclusion

Any liability of the Organiser for damage is limited to three times the travel price, unless the damage results from the death or personal injury of the Traveller or the damage was caused by deliberate or negligent action by the Organiser.

15.3 Liability exclusion under treaty or EU regulation

If the Organiser is liable for any damages, including damages resulting from the death or personal injury of the Traveller, such liability shall be limited or excluded to the limits permitted under the relevant international conventions and/or EU regulations applicable to the individual Travel Services.



15.4 Insured loss

The Organiser is not liable for damages covered by insurance policies, such as health, travel, event, or cancellation insurance policies.

15.5 Statute of limitations

Any claim of the Traveller for compensation for damages and other claims of the Traveller shall lapse two years after the Trip took place. If the Trip did not take place, it shall expire two years after the scheduled date of commencement.

15.6 Forfeiture of right

Without prejudice to the limitation period and the duty to complain in good time, any claim of the Traveller for compensation for damages shall lapse three years after the commencement date of the Trip.

15.7 No double compensation

The Traveller is not entitled to double compensation. If the Passenger is entitled to compensation under international conventions or EU regulations, the Passenger will not also receive compensation under this Agreement.

16.4 Traveller's liability and indemnity

The Traveller is liable for damage caused by his behaviour, failure to comply with the obligations in this article or damage otherwise attributable to him. The Traveller indemnifies the Organiser against claims by Travel Service Providers involved in the Trip, other Travellers or third parties for damage caused by the Traveller or attributable to him.

16.5 Check return time

The Traveller must verify the exact time of departure no later than 24 hours before the scheduled start of the return journey.

16.6 Formal health requirements

The Traveller must comply with all health requirements applicable at the destination (and transit countries). Governments may change these requirements unannounced. The consequences of these changes are within the Traveller's sphere of risk.

16.7 Measures by Travel Service Providers

Travel Service Providers may take all reasonable measures and require the cooperation of Travellers, including to prevent and combat calamities, limit health risks, prevent damage or comply with government regulations. If the measures or instructions are not complied with, the Traveller may be denied the Travel Service and access.

16.8 Materials

The Traveller must treat provided materials neatly. Upon receipt, the Traveller must check these items and report any defects immediately. The Traveller is liable for damage, loss or theft of the materials provided.

16.9 Participation

The traveller declares being over 18 years of age and having full physical and mental capabilities, as well as being perfectly healthy, having sufficient knowledge and experience to participate in the activities on the bike, and any other activities that might take place during this trip. The traveller is aware that this activity is carried out entirely at his/her own risk.

The traveller hereby declares that the tour operator/guide has been duly informed of any medical or psychological conditions from which the traveller may suffer.

OBLIGATIONS OF THE TRAVELLER

Artikel 16 - Passenger obligations

16.1 Behaviour and following directions

The Traveller must behave as a reasonably acting Traveller and is obliged to follow all instructions of the Organiser and the Travel Service Providers.

16.2 Consequences of non-compliance - exclusion from participation

In case of non-compliance with instructions or in case a Traveller causes nuisance, the Organiser/Tourist Service Provider may deny the Traveller further participation in the Trip in part or in full. The Traveller will then not be entitled to a refund of monies. Further costs incurred as a result will be borne by the Traveller.

16.3 Warning

Before the Traveller is excluded from participation, the Traveller will first receive a verbal or written warning. A warning is not required if it is not appropriate given the circumstances.



The company is not liable for any accidents, material or personal damages the traveller may suffer as a result of this activity.

OTHER PROVISIONS

Artikel 17 - Complaints

17.1 Information

The Organiser shall provide emergency contact details prior to the commencement of the Trip.

17.2 Reporting on site

If the Traveller believes that the Trip is not properly executed, he should immediately report the problem or defect to the Travel Service Provider concerned so that it can provide a solution. If tour management of the Organiser is on site, the complaint should also be reported to the tour management immediately. If no tour guide is on site, the complaint should also be reported to the Organiser. This report can be made by [Whatsapp, text message, telephone or on Working Days under Dutch office hours (9-17h) also by e-mail].

17.3 Communication costs

The Passenger should reduce any communication costs including by using internet calling, WhatsApp and e-mail.

17.4 Report unresolved complaint after return

All complaints that the Traveller believes have not been fully remedied or compensated for during the Trip must be submitted to the Organiser in Writing with reasons within two months of the Trip.

17.5 Consequences of not or not timely reporting the deficiency or complaint

Failure to complain in accordance with the second paragraph [Reporting on site] of this article, or failure to do so in a timely manner, may affect the amount of any compensation, unless the Organiser's interests have not been harmed by the failure to complain in a timely manner. Complaints not received in time after return will not be considered unless it is not reasonable in the circumstances of the case.

Artikel 18 - Other provisions

18.1 Third-party rights

Subordinates, assistants and other third parties involved in the execution of the Agreement may invoke the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) towards the Traveller.

18.2 Substitute provisions

If mandatory law precludes the validity of any provision in these Terms and Conditions or if a provision is nullified, that provision shall be deemed to have been converted into a valid provision that is as close as possible to the original intention in terms of content and scope.

18.3 Applicable law

The offer, the Agreement and the performance of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law.

If the consumer lives outside the Netherlands at the time of booking, the following applies: notwithstanding the choice of law, the consumer is entitled to the protection afforded to him by the mandatory law of his country of residence if (cumulatively):

- the Organiser directed the commercial activities for the agreed Trip to the consumer's country of residence, and;
- the agreed travel services are partly or wholly performed in that country.

18.4 Competent court

The court within whose jurisdiction the Organiser's place of business is located shall have exclusive jurisdiction to take cognisance of disputes concerning the Agreement and related matters, unless this is contrary to mandatory law. The Organiser is also permitted to sue the Traveller in its place of residence.

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Artikel 19 - Safari

19.1 Permit spotting gorrilla or chimpanzee

This provides a guarantee that these particular primates may be tracked, but does not guarantee that these animals are in plain sight.



19.2 Wild life

It is a privilege to see animals in their natural habitat and therefore we cannot guarantee wildlife or game viewing. You should exercise caution when viewing animals and carefully follow the instructions of the guide or wildlife rangers.

19.3 Transport

The mode of transport used depends on the number of clients and the route taken, based on the specifications of the route chosen. Every effort is made to ensure that vehicles are delivered in a roadworthy condition, but no liability can be accepted for a puncture, breakdown, damage or any delay due to poor road conditions.

19.4 Route

Experienced English-speaking drivers/guides are an important part of your tour. They are the only person(s) allowed to drive the vehicles. The driver's decision on all matters, such as the route taken, is final.