



TABLE OF CONTENTS

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

Artikel 1 - Definitions

Organizer: CvA 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 has the right to travel on the basis of the agreement;

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

Travel service provider: the service provider that performs 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 by electronic means, including by e-mail.

Terms and Conditions: these general terms and conditions.

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

Trip: a Package Holiday or, if the Terms and Conditions have been declared applicable to it, a one-way Travel Service.

Working days: Monday to Friday, with the exception of public holidays recognised in the Netherlands, within working hours (9 a.m. to 5 p.m. Dutch time).

Artikel 2 - Applicability of the terms and conditions

2.1 Package tours

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

2.2 Travel services

These conditions may also be made applicable to Travel Services that do not constitute a package. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel contracts, does not apply in that case. These Travel Services are not subject to any protection 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 Deviating and additional terms and conditions

Deviating and additional terms and conditions must be agreed In Writing and take precedence over these Terms and Conditions.

THE BOOKING

Artikel 3 - Conclusion of the Agreement

3.1 Content offer

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

3.2 Non-binding offer

The offer of the Organiser is without obligation and can be revoked by the Organiser after acceptance until 17.00 hours of the next Working Day.

3.3 The booking

The Agreement is concluded as soon as the Traveller accepts the offer of the Organiser and subject to availability of the Trip.

The cost per booking is

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



3.4 Obvious errors

Obvious errors in the offer are not binding on the Organiser. If there is reason for doubt, the Passenger should inquire.

3.5 Preferences

No rights can be derived from preferences communicated by the Traveller, unless the Organiser has confirmed in Writing that it meets the preference. The mere mention of the 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 compelling interests known to the Organiser as a 'requirement' when 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 be concluded. The Promoter may make a price change in relation to the requirements indicated.

3.7 Confirmation of the booking

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

3.8 Withdrawal by traveller

A booking of the Trip is final. The Traveller has no right to withdraw from the Contract.

3.9 Minors

The Traveller who books the trip must be of legal age.

3.10 Booking for other Travelers & communication

The Traveller who books for other Travellers is jointly and severally liable for all obligations arising therefrom. The other Passengers are each liable for their own part. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Traveller who makes the booking. The Traveller who books the Trip for others is obliged to inform us of any relevant personal circumstances of those other Travellers when booking. The Traveller who books 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 against damage resulting from the failure to comply with the above obligations.

INFORMATION

Artikel 4 - Information by the Organiser

4.1 Travel sum

Stated prices are per person, unless explicitly stated otherwise.

4.2 Information provided by the Promoter at the time of booking

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

4.3 Travel documents

The Traveller must have the necessary travel documents during the Trip, such as a passport, visa, vaccination certificates, etc. In view of the great importance of this, the Traveller must check with the official bodies whether the information is complete and up-to-date. The Traveller must check that there is sufficient time to obtain the necessary travel documents before booking the Trip. If the Traveller is unable to make the Trip or cannot make it in full due to the lack of the correct travel documents, the costs will be borne by the Traveller.

4.4 Travel documents

The travel documents (transport tickets, vouchers, etc.) are 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, he must immediately inform the Organiser.

4.5 Insurance Information

The Organiser will inform the Traveller of 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 must 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 will then owe the cancellation costs in accordance with Article 9 paragraph 2 [cancellation costs]. Other costs are also borne by the Passenger.

5.2 Reduced mobility, pregnant women and disease

Travellers with reduced mobility and their companions, pregnant women and Travellers with an illness that may have an effect on the Trip must report this to the Organiser when entering into the Agreement or in any case as soon as possible after the Traveller has become aware of this, in connection with any consequences for the Trip and in particular air transport. These Travellers must verify with the carrier whether a medical certificate is required to travel.

BEFORE THE TRIP

Artikel 6 - Payment

6.1 Deposit

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

6.2 Arrears

The remainder of the travel sum must be paid no later than 6 weeks before the start of the Trip. When booking within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after the booking. In any case, the entire payment must be received before the start of the Trip.

6.3 Verzuim en rente

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

6.4 Collection costs

The Traveller must pay extrajudicial collection costs if he has not paid within the final payment term set by means of a Written reminder. The extrajudicial collection costs are: 15% of the claim up to € 2,500.00, 10% on the subsequent € 2,500.00, 5% on the subsequent € 5,000.00 and 1% on the excess.

6.5 Further consequences of non-payment

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

Artikel 7 - Substitution

7.1 Terms and Notice

A Traveller may transfer the Trip to another person. The other person must comply with all the conditions associated with the Trip. Transfer is only possible insofar as the terms and conditions of the relevant Travel Service Provider allow it. 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 expense of the Traveller - new airline tickets are booked. The Traveller requests the Organiser to substitute the person no later than 7 days before the Trip.

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 travel sum and additional costs arising from the substitution, including change costs.

Artikel 8 - Modification at the request of the Traveller

8.1 Change

The Traveller who has booked the Trip can 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 sum. If the Traveller agrees to the costs of the change, the new travel sum and change costs are due. If the new travel sum is lower than the original travel sum, the difference will be deducted from the change costs due.

8.2 Change of departure date

Unless the Organiser indicates that there is a rebooking, the change of departure date will constitute the cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of Article 9 [cancellation costs] applies to the cancelled contract.

Artikel 9 - Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Traveller can cancel the booking before the start of the Trip. Cancellation must be made In Writing. The date on which the cancellation is received by the Organiser counts as the moment of cancellation. If received after 17:00 or outside of Business Days, the next Business Day will be considered the date of receipt.

9.2 The cancellation diet

The Passenger will owe the following amounts in the event of cancellation:
25% non-refundable fee.
From 60 to 32 days before the day of departure:
50% of the travel sum.
From 31 days before the day of departure:
100% of the travel sum.
The rented E-MTB / MTB is part of the travel sum.

9.3 Reduction in the number of passengers

If the number of Travellers is reduced within one booking, the Organiser may charge the following cancellation costs:

1. the standard cancellation costs referred to in paragraph 2 of this article, or;

2. the entire travel sum of the cancelled person minus the cost savings resulting from the cancellation.

9.4 Cancellation costs for cancellation after a rebooked trip

It is possible 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 the cancellation had been made on the date of the 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 traveler cancels because he no longer wishes to travel. The cancellation costs are then 100% of the travel sum.

9.5 Travel credits issued out of goodwill

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

- The travel credit must be spent within one year after the travel credit was granted.
- The new trip must have started within two years after the travel credit has been granted.
- the travel credit is tied to the Traveller and non-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 date, the price difference will be charged to the Traveller.
- if the Traveller cancels the Trip booked with a travel credit granted out of goodwill, the travel credit will expire.

Artikel 10 - Price change

10.1 Price change

The Organiser may increase the travel price up to 5 days before the start of the Trip as a result of price changes in:

- cost of fuel or other energy sources, or;

- taxes or fees of third parties not directly involved in the execution of the Trip. The Organiser can include in the Agreement that it can increase the travel sum up to 5 days before the start of the Trip on the basis of changes in exchange rates. The Agreement shall include the method of price recalculation on the basis of the exchange rate.

10.2 Termination by Traveller

If the price increase amounts to more than 8% of the travel sum, the Traveller can terminate the Agreement and the Traveller will receive a refund of the travel sum paid.

10.3 Reduction

If the right to a price increase has been agreed, the Traveller has a corresponding right to a price reduction. An administration fee of 30 euros will be deducted from the amount due to the Passenger.

Artikel 11 - Changes by the Organiser

11.1 Alterations

The Organiser can unilaterally make small changes to the Trip before the start of the Trip. The Passenger will be informed of this.

11.2 Radical changes

If necessary, the Organiser can radically change the main characteristics before the start of the Trip. This also 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 amendment is deemed to have been accepted and the right to terminate expires.

Artikel 12 - Article 12 - Cancellation by the Organiser

12.1 Cancellation due to minimum quantities

The Organiser may cancel the Agreement before the start of the Trip if the number of registrations is less than the minimum number stated in the Agreement and the Traveller is informed, at the latest:

- 20 days before the start of the Trip in the case of 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 in the case of a Trip of less than 2 days.

12.2 Annulment i.v.m. overmacht

The Organiser may cancel the Agreement before the start of the Trip if the Organiser is unable to perform the Agreement due to unavoidable and extraordinary circumstances.

12.3 Refund of the travel sum paid – no compensation

In the above cases, the Organiser will refund amounts already received within 14 days and no compensation will be due. Costs incurred by the Traveller for services that fall outside the scope of the Agreement such as vaccinations, visas, purchase of materials, insurance and, if not included in the Trip, the flight, tickets, accommodation, etc., will not be reimbursed.

12.4 Cancellation due to the fault of the Traveller

If the Traveller does not meet the predetermined participation requirements or if incorrect or incomplete information about the Traveller has been provided, the Organiser may cancel the Agreement. The Traveller will then be liable for cancellation costs as stipulated in [Article 9(2)].

Artikel 13 - Responsibility & shortcomings

13.1 Proper execution of the Trip

The Organiser is responsible for the performance of the agreed Travel Services, regardless of whether they are provided 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 to 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 telephone number known to the Organiser.

13.3 Duty to complain of passengers

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

13.4 Solution by the Organizer

The Organizer will ensure that shortcomings are remedied. A shortcoming does not have to be remedied if this is impossible or if it entails disproportionately high costs.

13.5 Compensation

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

EXECUTION OF THE TRIP

Artikel 14 - Help and assistance

14.1 Mandatory assistance

The Organiser provides the Traveller with help and assistance if the Traveller is in difficulty, in particular by providing proper information about medical services, local authorities and consular assistance and by assisting the Traveller in the use of distance communication and in finding alternative travel arrangements.

14.2 Cost

The Organiser will charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence on the part of the Traveller.

LIABILITY

Artikel 15 - Attribution, force majeure and exclusions of liability

15.1 Attribution & force majeure

The Traveller is not entitled to compensation for damage incurred by the Traveller as a result of a shortcoming attributable to:

- a. the Traveller;
- b. third parties who are not directly involved in the performance of the Agreement and the shortcoming could not have been foreseen or prevented, or;
- c. unavoidable and extraordinary circumstances.

15.2 Exclusion of liability

Any liability of the Organiser for damage is limited to three times the travel sum, unless the damage follows from the death or personal injury of the Traveller or the damage is caused by intentional or negligent action of the Organiser.

15.3 Exclusion of liability under the treaty or EU regulation

If the Organiser is liable for any damage, including damage resulting from the death or personal injury of the Traveller, this liability will be limited or excluded to the limits permitted by the applicable international conventions and/or EU regulations relating to the individual Travel Services.

15.4 Insured damage

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

15.5 Birthday

Any claim by the Traveller for compensation for damage and other claims by the Traveller shall lapse two years after the Trip has taken place. If the Trip did not take place, it will expire two years after the planned date of commencement.

15.6 Lapse of rights

Without prejudice to the limitation period and the obligation to complain in a timely manner, any claim by the Traveller for compensation for damage expires three years after the start date of the Trip.

15.7 No double compensation

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

PASSENGER OBLIGATIONS

Artikel 16 - Obligations of the traveller

16.1 Conduct and follow-up of instructions

The Traveller must behave as a reasonable Traveller and is obliged to follow all instructions from the Organiser and the Travel Service Providers.

16.2 Consequences of non-compliance – exclusion from participation

In the event of non-compliance with instructions or in the event that a Traveller causes nuisance, the Organiser/Travel Service Provider may partially or completely deny the Traveller further participation in the Trip. In that case, the Traveller is not entitled to a refund of funds. Any further costs incurred as a result of this shall 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.

16.4 Traveler'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 that is otherwise attributable to him. The Traveller indemnifies the Organiser against claims of Travel Service Providers, other Travellers or third parties involved in the Trip for damage caused by the Traveller or attributable to him.

16.5 Checking the time of the return journey

The Passenger 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 meet all health requirements applicable at the destination (and transit countries). Governments can change these requirements without notice. The consequences of these changes fall within the Traveller's sphere of risk.

16.7 Measures by Travel Service Providers

Travel service providers may take all reasonable measures and require cooperation from Travellers, including to prevent and combat emergencies, to limit health risks, to prevent damage or to comply with government regulations. In the event of non-compliance with the measures or instructions, the Traveller may be denied the Travel Service and access.

16.8 Materials

The Passenger must handle the materials provided. Upon receipt, the Traveller must check these items and report defects immediately. The Passenger is liable for damage, loss or theft of the material made available.

16.9 Deelname

The traveler declares to be over 18 years of age and to have full physical and mental capabilities, as well as to be perfectly healthy, to have sufficient knowledge and experience to participate in the activities on the bicycle, and any other activities that could take place during this trip. The traveler is aware that this activity is carried out entirely at their own risk. The traveler hereby declares that the tour company / guide has been duly informed of any medical or psychological conditions that the traveler may suffer from. The company is not liable for any accidents, material or personal damage that the traveler might suffer as a result of this activity.

Artikel 17 - Complaints

17.1 Information

The Organiser will provide emergency contact details before the start of the Trip.

17.2 On-site reporting

If the Traveller believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that it can offer a solution. If the Organiser's tour guide is on site, the complaint must also be reported to the tour guide immediately. If there is no tour guide on site, the complaint must also be reported to the Organiser. This notification can be made by [Whatsapp, text message, by telephone or on Working Days during Dutch office hours (9 a.m. to 5 p.m.) also by e-mail].

17.3 Communication costs

The Traveller must limit any communication costs, including by using calls via the internet, WhatsApp and e-mail.

17.4 Report an unresolved complaint after returning

All complaints that, according to the Traveller, have not been fully remedied or compensated during the Trip, must be submitted to the Organiser in Writing and with reasons within two months after the Trip.

17.5 Consequences of failure to report the shortcoming or complaint or not to report it in a timely manner

Failure to complain or failure to do so in time in accordance with the second paragraph [Reporting on the spot] of this article may affect the amount of any compensation, unless the interests of the Organiser have not been harmed by the failure to complain in time. Complaints that are not received in time after return will not be processed, unless this is not reasonable in the circumstances of the case.

OTHER PROVISIONS

Artikel 18 - Other provisions

18.1 Rights of third parties

Subordinates, auxiliary persons and other third parties involved in the performance of the Agreement can invoke the provisions of the Agreement and these Terms and Conditions (including the exclusions of liability) against the Traveller.

18.2 Substitute provisions

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

18.3 Governing Law

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is in conflict with mandatory law.

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

- the Organiser focused the commercial activities for the agreed Trip on the country where the consumer is domiciled, and;
- the agreed travel services are provided in part or in full in that country.

18.4 Competent court

The court within whose area of operation the Organiser's place of business is located has exclusive jurisdiction to hear disputes relating to the Agreement and the related matters, unless this is contrary to mandatory law. The Organiser is also permitted to sue the Traveller in her place of residence.

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Artikel 19 - Safari

19.1 Vergunning spotten gorilla of chimpansees

This guarantees that these primates may be tracked, but does not guarantee that these animals are in sight.

19.2 Wild life

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

19.3 Means of transport

The mode of transport used depends on the number of clients and the route taken, based on the specifications of the chosen route. 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.