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Article 1 - Definitions

**Organiser:** Coconut Travel Collective B.V. established at Ruysdaelstraat 61-hs, (1071 XB) Amsterdam, trading under CoC number 73381292. Amongst others trading under the name Errant Surf.

**Traveller:** any person who is seeking to conclude a Contract or concludes a Contract with the Organiser or any person who is entitled to travel on the basis of the Contract.

**Travel service :** carriage of passengers, rental of motor vehicles or motor cycles, accommodation or any other tourist service, within the meaning of the definition in article 7:500 sub a of the Dutch Civil Code.

**Travel service provider:** The service provider that executes part of the Package such as subcontractors of the Organiser (facilitators of accommodation and transport, self-employed guides, etc.).

**Contract:** the agreement including these Terms & conditions through which the Organiser binds itself to the Traveller to provide the Package.

**Written:** in writing or by electronic means including e-mail.

**Terms & conditions:** these General Terms and conditions.

**Package:** a travel package (“pakketreis”) in the sense of article 7:500 sub b of the Dutch Civil Code.

**Trip:** a package or if the Terms & conditions are applied a sole Travel service.

**Working Days:** Monday to Friday, with the exemption of Dutch public holidays, within office hours (9h-17h Dutch time).

Article 2 – Applicability of the Terms & conditions

**2.1 Package travel**

The Terms & conditions are applicable to all Packages offered by or concluded with the Organiser and are an inseparable part of the Contract. If Title 7a of the Dutch Civil code, which stipulates rules on Package travel contracts, is applicable, then these provisions complement these Terms & conditions.

**2.2 Travel service**

The Terms & conditions can be applied to Travel services that are not part of a Package or linked travel arrangement. Title 7a of part 7 of the Dutch Civil Code which determines rules on Package travel and linked travel arrangements is not applicable. These Travel services are not protected by guarantees for insolvency of the Organiser, unless in the offer it is mentioned which party provides insolvency protection for the offered Travel service in case of insolvency of the Organiser.

**2.3 Derogation of the Terms & condition and additional terms and conditions**

Derogation of the Terms & condition and additional terms and conditions are only valid in Written form. Derogating conditions in the individual contract are superseding the conditions in these Terms & conditions. The Organiser is only willing to provide her services on the basis of these Terms & conditions and other terms & conditions the organiser renders applicable. Purchase conditions and other Terms & conditions of the Traveller are explicitly rejected.

**BOOKING**

Article 3 - Formation of the contract

**3.1 Content of the offer**

The offer of the Trip contains the services and facilities that are explicitly mentioned in the offer and publications of the Organiser. The content of the offer is only determined based on the information provided by or on behalf of the Organiser. Information in publications of Travel service providers are not part of the offer, whether or not there is a link provided to general publications in the offer of the Organiser.

**3.2 Formation of the contract**

De Contract is concluded by acceptance of the Traveller of the offer of the Organiser ( as a general rule that is clicking the booking button in the booking form). The contract is concluded subject to availability.

**3.3 Non-binding offer**

All quotations and offers made by the Organiser are non-binding. After the offer has been accepted the offer can be revoked without reason by the Organiser in all circumstances until 17.00h of the next Working day. This is also the case if the Traveller has received an automatic notification of reception of the booking.

**3.4 Apparent errors**

Apparent errors in the offer do not bind the Organiser. This entails the offer of a price, content or other information of which the Traveller, based on all circumstances, reasonably could not have assumed that the Organiser intended to declare the offer. If there is any reason for doubt of the price, content or information the Traveller should enquire with the Organiser.

**3.5 Preferences**

If a Traveller communicates preferences before the conclusion of the Contract, rights can only be derived as far as these preferences are accepted by the Organiser by means of an explicit and Written declaration of the Organiser that the preference shall be honoured. The sole reference as a preference on travel documents and the booking confirmation does not constitute this acceptance.

**3.6 (medical) Requirements**

If the Traveller communicates requirements to the Organiser related to their medical condition or other compelling interests before concluding the Contract, the contract is only concluded after the Organiser confirms that the requirements can be met. The Organiser

has to decline the requirement within a reasonable period or confirm the requirement and ensure performance. A period of 7 days is deemed to be reasonable. If the Organiser declines the 'requirement' then there is no formation of Contract. If the Organiser confirms the requirement then by sending the confirmation the Contract is formed. If there are additional costs involved and known, the Organiser makes a new offer.

### **3.7 Revocation by the Traveller**

A booking made by the Traveller is irrevocable. The Traveller has no right of withdrawal of the Contract.

### **3.8 Booking for minors**

The Traveller who books a Trip has to be an adult (18 yrs or older). If the minor (<18 yrs) travels without the persons that have parental authority over the minor, these persons will have to send a signed declaration of permission within 7 days. By way of derogation of paragraph 3 of this article [formation of Contract], in this case the Contract is formed after the receipt of this declaration by the Organiser.

### **3.9 Booking for other Travellers & communication**

The Traveller that enters into an agreement for or on behalf of one or more other Travellers, is fully liable for all obligations that arise from it. The other Travellers are liable for their own part. The booking confirmation, invoice, travel documents and other communication are only sent to the Traveller that concluded the Contract. The Traveller who books the Trip for or on behalf of others, is obligated – with permission of those persons – to communicate all relevant personal information of those other Travellers that could be of influence on the performance of the Contract. The Traveller who books the Trip for or on behalf of others, is obligated to send these Terms & conditions and all other relevant communication to those Travellers. The Traveller who books the Trip and fails to comply with the above duties, shall indemnify the Organiser of all damages that the Organiser suffers as a result of the malperformance.

### **3.10 Last-minute booking**

In derogation of article 3.2 a last-minute booking (booking within 4 weeks of the start of the Trip) is concluded and final after the reception of full payment. The payment has to be made and received without undue delay and at the latest 2 days after the booking is made.

## INFORMATION

### **Article 4 – Information provided by the Organiser**

#### **4.1 Price**

Indicated prices are per person, unless specifically stated otherwise. If the price depends on the age, the age during the Trip is conclusive.

#### **4.2 Information on travel documents and health formalities**

The Traveller has to verify before booking whether or not there is sufficient time to obtain the necessary travel documents and especially necessary visa, as processing time of requests for documentation might be long. At the conclusion of the Contract or without undue delay thereafter, the Organiser provides the Traveller information on the travel documents needed (passport, visa, etc.), health related formalities and the other prescribed information based. This information is based on the Dutch nationality. Taking into account the great importance, the Traveller has to verify the general advice provided by the Organiser with the relevant authorities whether it is applicable, complete and up to date. During the Trip the Traveller shall possess the necessary Travel documents, such as a passport, visa, vaccination, etc. If the Traveller cannot execute the Trip or parts of it due to the absence of valid, complete and correct travel documents, or the Traveller does not meet the required health formalities, the arising costs will be borne in full by the Traveller.

#### **4.3 Travel vouchers**

The travel vouchers (transport tickets, vouchers, etc.) will be sent to the Traveller before departure, unless the invoice is not yet fully paid.

Bus tickets will be sent two days before departure at the latest. Information on the transfer will be provided 1 day before departure at the latest. If a Traveller has not received the information 24 hours before departure the Traveller has to inform the Organiser without undue delay.

#### **4.4 Travel & cancellation insurance**

The Traveller is obliged to have travel insurance coverage for the entire period of the Trip, which also covers personal belongings and all agreed Travel services (and especially the sports activities). We advise the Traveller to conclude a cancellation insurance. Damage of the Traveller that could have been insured, is not eligible for compensation.

### **Article 5 - Information to be provided by the Traveller**

#### **5.1 Relevant information of the Traveller(s)**

Before the conclusion of the Contract the Traveller who books the Trip provides all information of him or herself and the Travellers registered that is relevant for the Trip. In particular this entails information on the Travellers or the composition of the group that can be of influence to the health and safety of the Traveller or others during the Trip. If the information provided is incorrect or incomplete the Traveller can be excluded from participation by the Organiser or Travel service providers. In that case the Traveller will be charged cancellation costs in accordance with article 9.2 [cancellation costs]. Other costs arising from this will be born by the Traveller as well.

#### **5.2 Reduced mobility, pregnant women, unaccompanied minors and illness**

Travellers with reduced mobility and the persons that accompany them, pregnant women, unaccompanied minors and Travellers with illness with a possible effect on the Trip have to indicate this to the Organiser before the conclusion of the Contract or at least as soon as the Traveller takes notice because of possible effects on the Trip.

## BEFORE THE TRIP

### **Article 6 - Payment**

#### **6.1 Down payment**

After the conclusion of the Contract the down payment of 30% of the price of the Trip + the costs of GGTO (Guarantee Fund for Specialist Tour Operators) shall be paid within 7 days after the reception of the invoice.

#### **6.2 Payment of the remaining amount**

The remaining amount of the price of the Trip shall be received by the Organiser at the latest 6 weeks before the Trip commences. If the Contract is concluded within 6 weeks of commencement of the Trip, the full price shall be received within 5 days and in all circumstances before the commencement of the Trip. In case of a last-minute booking, the payment has to be made and received without undue delay and at the latest 2 days after the booking is made.

#### **6.3 Deposit**

The Travel service provider may require the Traveller to pay a reasonable deposit, which has to be fulfilled on site.

#### **6.4 Default and Interest**

If the Traveller does not pay within the agreed date, the Traveller shall be in default without any prior notice of default. From that moment statutory interest is due over the outstanding amount. If the party that makes the booking with the Organiser is not a consumer this concerns the statutory commercial interest.

#### **6.5 Extrajudicial collection costs**

The Traveller has to pay extrajudicial collection costs if the Traveller has been summoned without effect to pay within 14 days, starting the day after the formal reminder has been received by the Traveller and the consequences of non-payment and the exact extrajudicial costs are stated in the formal reminder. The extrajudicial collection costs are 15% of the amount of the claim up to EUR 2500,-, 10% of the subsequent EUR 2500,-, 5% of the subsequent EUR 5000,- and 1%

of the excess amount of the claim, with a minimum of EUR 40,-. If the party that makes the booking with the Organiser is not a consumer this concerns 15% of the full price of the Trip.

#### **6.6 Further consequences of non-payment**

If the Traveller is in default, the Organiser can suspend his obligations, including sending the travel vouchers, without further notice until full payment is received. If payment is not made after having send a formal reminder or if full payment has not been received before the start of the Trip, the Organiser has the right to exclude the Traveller from participation. The obligation to pay remains in force. Instead of excluding the Traveller from participating, the Organiser can cancel the Contract and charge the cancellation costs as stipulated in article 9.2 to the Traveller. The provision in this paragraph is without prejudice to all other rights of the Organiser.

### **Article 7 - Transfer of the Trip**

#### **7.1 Conditions and notification**

A Traveller can transfer a Trip to another person who meets all conditions applicable to the Trip. The Traveller shall ask the Organiser at the latest 7 days before the start of the Trip or at least a reasonable period that allows for all formalities of the transfer to be executed. Transfer of the Trip is only possible as far as the terms and conditions of the Travel service providers allow this.

#### **7.2 Joint and several liability and extra costs**

The Traveller and the person who agrees to take over the Trip, have a joint and several liability for the payment of any outstanding costs, additional fees, supplements and other costs that arise as a result of the transfer, including EUR 25,- administrative costs for the alteration.

### **Article 8 – Alteration by the Traveller**

#### **8.1 Alteration**

The Traveller who has booked the Trip can request the Organiser in Writing to alter the Contract. The Organiser is not bound to alter the Contract. The Organiser will inform the Traveller of the new price for the Trip. If the Traveller agrees on the costs of the alteration than the new price and EUR 25,- alteration costs are due.

#### **8.2 Changing the date of departure or the number of Travellers**

A request to change the date of departure does not form an alteration, but a cancellation. Decreasing the amount of paying Travellers does not constitute an alteration but a partial cancellation. The cancellation policy as set out in article 9.2 [cancellation costs] is applicable.

### **Article 9 - Cancellation by the Traveller**

#### **9.1 Cancellation**

The Traveller can terminate the Contract at any time before the start of the Trip. The termination shall be in Writing. The day of reception of the Written termination by the Organiser, shall constitute the termination date. When the reception occurs after 17.00 or outside of Working days, the next Working day shall be the day of reception of the termination.

#### **9.2 Cancellation costs**

After cancellation, the following cancellation costs are due by the Traveller:

- up to and including 61 days before the day the Trip commences: 15% of the price of the Trip;
- from 60 days up to and including 42 days before the day the Trip starts: 30% of the price of the Trip;
- from 41 days up to and including 28 days before the day the Trip starts: 50% of the price of the Trip;
- from 27 days up to and including 14 days before the day the Trip starts: 75% of the price of the Trip;
- from 13 days before the day the Trip starts: 100% of the price of the Trip.

In addition the costs of the GGTO guarantee fund and insurance costs remain due.

When decreasing the number of persons in a booking, the Organiser has a right to deviate from the standardized cancellation fee and charge as cancellation costs: the price of the Trip minus the real cost savings as a result of the cancellation.

The Organiser can also invoke the standardized cancellation costs, if the Organiser cancels the Trip as a result of an act or of omission attributable to the Traveller.

### **Article 10 - Alteration of the price**

#### **10.1 Alteration of the price**

The Organiser reserves the right to increase the price of the Trip of concluded Contracts until 20 days before the day of commencement of the Trip due to a price revision of the cost of fuel or other power sources and/or taxes or fees imposed by third parties not directly involved in the performance of the Contract. The Organiser can reserve the right in the Contract to increase the price of the Trip of concluded Contracts until 20 days before the day of commencement of the Trip as a consequence of changes in the applicable exchange rate.

#### **10.2 Termination by Traveller**

If the price increase exceeds 8% of the Price of the Trip, the Traveller shall have the right to terminate the Contract. The Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the price increase shall be deemed accepted and the right to terminate the Contract expires.

#### **10.3 Price reduction**

If the right to a price increase is reserved, when applicable the Traveller has a right to request price reduction. An administrative expense of EUR 25,- shall be deducted from the refund that the Traveller is entitled to, based on the price reduction.

### **Article 11 - Alterations made by the Organiser (before the start)**

#### **11.1 Alteration**

The Organiser reserves the right to unilaterally make changes to the Contract before the start of the Trip as far as these alterations are insignificant. These alterations will be communicated clearly and in Writing to the Traveller.

#### **11.2 Significant alteration**

If necessary the Organiser can alter significantly the main characteristics of the Contract before the start of the Trip. This includes offering a substitute Trip. The Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the alteration shall be deemed accepted and the right to terminate the Contract expires.

### **Article 12 - Cancellation by the Organiser**

#### **12.1 Cancellation**

The Organiser can cancel the Contract before the start of the Trip and refund any of the payments for the Trip without being liable for additional compensation, if:

- a) the number of persons enrolled for the Trip is smaller than the minimum number stated in the Contract and the Organiser notifies the Traveller of the cancellation of the Contract within the period fixed in the Contract, but not later than:
  - 20 days before the start of the Trip in the case of Trips lasting more than 6 days
  - 7 days before the start of the Trip in the case of Trips lasting between 2 and 6 days
  - 48 hours before the start of the Trip in the case of Trips lasting less than 2 days
- b) In the event of force majeure, which is defined as unavoidable and extraordinary circumstances.

Not reimbursed are costs made by the Traveller for services which are not part of the contract, such as vaccinations, visa, cost of equipment, insurance and if not included in the Contract the flight, tickets, accommodation, etc.

#### **12.2 Cancellation that is attributable to the Traveller**

If the Traveller does not meet the predefined conditions of participation or the information of the Traveller regarding experience, skills, physical or mental condition or other relevant subjects that has been communicated by or on behalf of the Traveller is incomplete or erroneous, the Organiser has the right to cancel the Contract and charge cancellation costs as set out in article 9.2. Without prejudice to all other rights of the Organiser.

### PERFORMANCE OF THE TRIP

#### **Article 13 – Responsibility**

##### **13.1 Proper performance of the Trip**

The Organiser is responsible for the performance of the Travel services included in the Contract, irrespective of whether those services are to be performed by the Organiser or by other Travel service providers. The Organiser shall perform the Contract in accordance with the reasonable expectations of the Traveller based on the publications, the Contract and the circumstances at the destinations.

#### **Article 14 – lack of conformity**

##### **14.1 Duty to report about complaints**

The Traveller shall report to the Travel service provider and the Organiser in accordance with article 20 [complaints] without undue delay about the lack of conformity that the Traveller has perceived during the performance of a Travel service specified in the Contract.

##### **14.2 Remedy by the Organiser**

The Organiser shall make a reasonable effort to remedy a lack of conformity. There is no obligation to remedy the lack of conformity if this is impossible or this entails disproportionate costs taking into account the extent of the lack of conformity and the value of the Travel service affected.

#### **Article 15 - Assistance**

##### **15.1 Obligation to provide assistance**

The Organiser, or the Travel service provider on its behalf, provides assistance without undue delay to the Traveller in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance and by assisting the Traveller to make distance communications and helping to find alternative travel arrangements.

##### **15.2 Costs**

The Organiser shall charge a reasonable fee if the difficulty is caused by the Traveller with intent or through its negligence.

### LIABILITY

#### **Article 16 - Attribution, force majeure and limitations to liability**

##### **16.1 Conditions for price reduction**

If the Traveller has a right to receive price reduction, this only concerns the period there was a lack of conformity. The Traveller is not entitled to price reduction if the lack of conformity is attributable to the Traveller.

##### **16.2 Attribution & force majeure**

The Traveller is not entitled to compensation for damages of the Traveller as a result of the lack of conformity, if the lack of conformity is attributable to:

- a. the Traveller, which include amongst others:
  - not having the necessary travel documentation,
  - inadequate health or fitness,
  - inadequate personal equipment,

- incorrect action or negligence of the Traveller,
- fatigue,
- overestimating one's own ability,
- careless or reckless behaviour,
- neglecting instructions,
- failure to comply with one or more safety regulations,
- participating under the influence of alcohol, drugs, medication or other narcotic substances,
- knowingly or unconsciously, having oneself classified in the wrong category,
- b. a third party unconnected with the provision of the Travel services included in the Contract and is unforeseeable or unavoidable;
- c. unavoidable and extraordinary circumstances.

##### **16.3 Limitation to liability**

Liability of the Organiser for damages is limited to three times the price of the Trip, unless the damage is a result of death or personal injury of the Traveller or caused intentionally or with negligence of the Organiser. Liability for damages as a result of death or personal injury of the Traveller, is however in any case limited to the amount that is covered by the liability insurer increased by the deductible, unless such limitation is not allowed by law.

##### **16.4 Limitations to liability based on international conventions and EU regulations**

If the Organiser can be held liable for damages, including damages that are a result of death or personal injury, this liability will be excluded or limited up to the limitations that are allowed by the international conventions and/or EU regulations that are applicable to the concerned Travel service.

##### **16.5 Insured damage**

The Organiser is not liable for damages of the Traveller that is covered by an insurance, such as health care insurance, travel insurance or cancellation insurance.

##### **16.6 Limitation period and expiration of rights**

Every claim of the Traveller that travels on the basis of a Package travel contract, including liability claims, expires ('verjaren') two (2) years after the end of the Trip or if the Trip has not taken place two years after the planned date of departure. If the contract is not a Package travel contract the claims of the Traveller is void ('vervallen') after one (1) year.

### OBLIGATIONS OF THE TRAVELLER

#### **Article 17 – Own risk & health requirements**

##### **17.1 Health requirements**

The activities can demand considerable physical exercise and concentration. The Traveller has to be in sufficient physical condition and may not have physical or mental (health)limitations that pose a risk to the safety of the Traveller or others. When in doubt the Traveller should consult a physician and the Organiser to discuss whether he or she can participate safely.

##### **17.2 Own risk**

Most activities offered by the Organiser are considered to be extreme sports involving a considerable degree of risk. Despite suitable safety measures are taken, the possibility of (severe) injury cannot be avoided. Therefore a degree of risk is borne by the Traveller when participating.

##### **17.3 Declaration**

Before the start of the Trip, the Traveller (and in case of minors their legal representative) has to read and agree with the 'declaration of own risk and health requirements' provided by the Organiser.

#### **Article 18 - Obligations of the Traveller**

##### **18.1 Behaviour and compliance with instructions**

The Traveller shall behave as a reasonably acting Traveller and is obligated to comply with all instructions to enhance a proper execution

of the Trip by the Organiser or Travel service providers (especially the instructors).

#### **18.2 House rules of the Travel service providers**

The Travel service providers have house rules. The Traveller has to conform to these rules.

#### **18.3 Consequences of non-compliance – exclusion from participation**

In case of non-compliance with the rules and conditions, instructions, warnings and in case the Traveller causes nuisance, endangers himself or others, or acts irresponsible in relation to the environment, the Organiser and Travel service provider have the right to exclude the Traveller from further participation on the Trip or a part thereof. The Traveller is not entitled to any refund. Other costs that arise are at the expense and risk of the Traveller.

#### **18.5 Liability of the Traveller**

The Traveller is liable for damages caused by his behaviour, non-compliance with the obligations of this article or damage that are otherwise attributable to him. The Traveller indemnifies the Organiser from claims from Travel service providers involved with the Trip or third parties for damages that are caused by the Traveller or are attributable to him.

#### **18.6 Check departure time of the return journey**

Ultimately 24 hours before the planned departure of the return journey, the Traveller has to verify the exact departure time.

### RENTAL

#### **Article 19 – Rental and use of equipment**

##### **19.1 Provision of the rented object**

The Organiser/Travel service provider provides the rented object to the Traveller at the agreed place and time after the reception of full payment.

##### **19.2 Responsibility and use**

The Traveller is responsible for the rented object. The Traveller may only use the rented object in a way to which it is destined to be used based upon its nature and the Contract. The Traveller may not alter the rented object or let it be used by third parties or give third parties access to the rented object, without permission of the Organiser/Travel service provider.

##### **19.3 Defects**

Upon reception of the rented object, the Traveller has to notify the Travel service provider that provides the rented object of any defects. If there is no notification made, the rental object is deemed to have been in conformity at the start. If the rental object has defects and as a result that service cannot be used, not safely used or cannot continue to be used in a proper manner, the Travel service provider has to be notified immediately. The Travel service provider shall make a reasonable effort to repair the defect or replace the rental object. New damages or defects have to be reported by the Traveller as soon as possible and at the latest when returning the rented object to the Travel service provider.

##### **19.4 Repair**

Repair by external parties is not allowed, unless there is prior permission of the Organiser/Travel service provider.

##### **19.5 Returning the rented object**

The rented equipment can only be returned at the same Travel service provider. The Traveller will return the rented object before the end of the rental period at the agreed place and time to the Travel service provider in the same condition as when received by the Traveller and as clean as possible (unless it was communicated that cleaning is not necessary). If the rented object is not returned clean, the Organiser/Travel service provider can charge reasonable cleaning costs. If the rented object is left behind without transferring it to

authorized staff, the Traveller remains responsible for the loss, damage or theft or the rented object.

##### **19.6 Theft, loss and damage**

Theft, loss and damage has to be reported immediately at the Organiser/Travel service provider. The Traveller is liable for loss or theft of the rented object, damage to the rented object or damaged caused by or with the rented object. The damages have to be paid directly and on site. The Organiser/Travel service provider has the right to charge for cleaning, search, transport and salvage of the rented object, repairs, replacements, filing reports of missing objects, costs of expert analysis and legal costs, etc. to the Traveller. If the damage is not paid on site and the Travel service provider charges the damage to the Organiser, the Organiser will charge the Traveller with the damage, an administrative fee of EUR 25,-, and if necessary the legal costs.

##### **19.7 Insurance of rental equipment**

The Traveller is responsible for obtaining a travel insurance that includes damage to or caused by the rental object.

##### **19.8 Exceeding the rental period**

If the Traveller has not returned the rented object before or at the end of the agreed rental period, the Organiser/Travel service provider has the right to charge the regular fee for the additional rental period started plus a surcharge of 50% of that rental fee. If as a result of the late return the Organiser/Travel service provider has to give other customers an alternative program and/or compensation or misses out on rental income, that damage will be charged additionally.

##### **19.9 Applicability of the provisions on rent for 'use'**

Unless application of the provisions is not appropriate, the provisions on rent are also applicable to the use of equipment, means of transportation, accommodation, terrain (including all constructions on the terrain) of the Organiser or Travel service providers.

### COMPLAINTS & MISCELLANEOUS PROVISIONS

#### **Article 20 - Complaints**

##### **20.1 Information**

Before the start of the Trip the Organiser provides emergency contact details of the Organiser and when applicable the contact details of the local representative.

##### **20.2 Report on site**

If the Traveller perceives that the Trip is not performed properly, he has to report the lack of conformity without undue delay to the Travel service provider involved in order to enable them to resolve it. In addition the complaint has to be clearly notified to the Organiser. The report can be made by WhatsApp, SMS-text message or by phone. On Working Days within Dutch working hours (9-17u) the notification can be made by e-mail.

##### **20.3 Costs of communication**

The costs of necessary communication with the Organiser are at the expense of the Organiser. The Traveller shall as much as possible limit these costs, amongst others by using internet calls, WhatsApp and e-mail.

##### **20.4 Report of unresolved complaints after the Trip**

All complaints that in the perception of the Traveller are not fully resolved or compensated during the Trip, shall be reported to the Organiser within two months after their return, in Writing and mentioning the reasons.

##### **20.5 Consequences of not reporting (on time) the lack of conformity or complaint**

Not reporting the complaint or not reporting the complaint on time in accordance with the second paragraph [Report on site] of this article can be of influence on the amount of a possible price reduction or compensation, unless the interests of the Organiser are not impaired

by the late complaint. Late complaints after the return of the Trip will not be processed, unless this is unreasonable considering the circumstances.

## **Article 21 - Miscellaneous provisions**

### **21.1 Rights of third parties**

Subordinates, auxiliaries and other parties involved in the performance of the Contract can rely on the provisions of this Contract and these Terms & conditions in relation to the Traveller (including the limitation of liability).

### **21.2 Substitute provisions**

If mandatory provisions of law render a provision of these Terms & conditions invalid, or a provision is annulled, the provision is deemed to have been converted to a valid provision that has a content and meaning that as close as possible reflects the original intentions.

### **21.3 Governing law**

The offer, the Contract and the performance of the Contract are exclusively governed by the law of the Netherlands, unless this is in conflict with mandatory provisions of law. Without prejudice to this choice of law, if the Travel services are partially or entirely provided in the country of residence of the consumer, the consumer will be protected by mandatory provisions of the law of his country of residence when the Organiser has directed his commercial activities (such as advertisement) regarding the Contracted Trip to that Country.

### **21.4 Jurisdiction**

Only a Dutch court of law shall have jurisdiction, unless this conflicts with mandatory provisions of law. If the counterparty of the Organiser is acting for purposes relating to his trade, business, craft or profession the court of Amsterdam has exclusive jurisdiction.

### **21.5 GGTO Guarantee Fund**

Coconut Travel Collective is participating in the Guarantee Fund of Guarantee Fund for specialized Touroperators (GGTO) established in Amsterdam. Coconut Travel Collective is registered under number 1395 (Errant Surf/ SurfaWhile). If you have booked a Package, GGTO will, within the limits of their guarantee policy, provide guarantee for refund of the payments made by you or execution of the Trip in case of our insolvency. If transport is included in the Package, GGTO also provides for repatriation. Read the full guarantee policy at: [www.stichting-ggto.nl](http://www.stichting-ggto.nl).