



2024 General Conditions for Bus Travel (version 29.11.2024)

Article 1: Definitions

- 1.1 Bus travel organisation: C-TRAVEL.NL, that offers a pre-organized bus trip, to a client, who represents a group of people.
- 1.2 Client: legal entity being a company or organization, or a natural person, who is responsible for concluding the bus travel agreement for a group of people.
- 1.3 Bus travel agreement: agreement between the client and C-TRAVEL.NL, whereby C-TRAVEL.NL commits itself to the client to carry out by C-TRAVEL.NL pre-organized one-day bus travel or multi-day bus trips, with or without luggage, as mentioned in the bus travel agreement.

A multi-day bus travel includes a bus travel with at least one overnight stay or a period of more than 24 hours, as well as two of the following services:

- transportation of passengers
- accommodation of passengers
- another (tourist) service, not related to transportation or accommodation, which forms a significant part of the bus trip.

The client undertakes to purchase the agreed bus trip.

- 1.4 Traveller: a natural person belonging to the travel group that participates in the bus travel for which the client is responsible after signing the relevant bus travel agreement.

Article 2: Bus travel agreement

- 2.1 Every quotation from C-TRAVEL.NL is revocable, even if it states a term for acceptance. Any offer to conclude a bus travel agreement from C-TRAVEL.NL is without obligation and can be withdrawn until the client has accepted the quotation and the confirmation here for has been signed.
- 2.2 The client, who is responsible for concluding the bus travel agreement for a group of people as a legal entity, is liable for all obligations arising from the bus travel agreement.
- 2.3 C-TRAVEL.NL is responsible for carrying out the bus trip in accordance with the bus travel agreement.





Article 3: Bus travel prices

- 3.1 Unless otherwise agreed, the price of the bus travel is excluding VAT and excluding any unforeseen government levies.
- 3.2 C-TRAVEL.NL is authorized to increase and implement the contract-related costs, for example as a result of the increase in fuel costs, wage costs, prices of consumptions or levies due, by means of an increase in the agreed price calculation for the bus travel to the client. The client can reject the increase. What applies to such rejection and its consequences is determined below in 6.2 and 6.3.
- 3.3 C-TRAVEL.NL is, up to 1 month before the start of the bus travel, authorized to increase the price of the bus travel arrangement in connection with changes in the costs, including fuel costs, unforeseen third party costs, the unforeseen charges due or applicable exchange rates. The client can reject the increase. What applies to such rejection and its consequences apply is determined below in 6.2 and 6.3.

C-TRAVEL.NL is obliged to report all, at the time of publication known, unavoidable additional costs, incurred by the client for the offered services, must be included in the offered bus trip price. Unavoidable additional costs are costs that are inseparable connected to the services offered.

- 3.4 The client is obliged to pay the additional costs charged to him if:
- at his request, or due to circumstances attributable to him, more kilometres have been driven and/or more working hours have been worked than are included in the initial price for the bus travel.
 - at his request, or due to circumstances attributable to him, has deviated in any way from the execution of the bus trip (for example in the route, timetable, care or accommodation) as provided for in the bus travel agreement,
 - as a result of, not anticipated in advance, traffic situations, such as traffic jams.

Article 4: Guarantee scheme STO-Garant - Payment

- 4.1 *A guarantee in place: STO Garant*

In order to meet its statutory obligation to provide a guarantee, C-TRAVEL.NL uses STO Garant, a guarantee scheme recognised by the Netherlands Authority for Consumers and Markets (ACM). You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant (www.sto-garant.nl/en/members). You can find all information relating to STO Garant at www.sto-garant.nl/en.





Whether STO Garant's guarantee applies to any bus travel offer made by C-TRAVEL.NL is specified for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.sto-garant.nl/en/downloads).

How it works

If STO Garant's guarantee applies to your booking, **you do not pay the booking amount to C-TRAVEL.NL but instead into the escrow account belonging to Stichting Dergengelden Certo Escrow**, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. The booking amount is then released to C-TRAVEL.NL on the day after your bus travel ends. If C-TRAVEL.NL should become financially insolvent before the end of your trip, STO Garant will implement the guarantee. The guarantee scheme details how you can make a claim under the guarantee in such cases.

- 4.2 C-TRAVEL.NL will request an advance payment or full payment from the client for the bus travel. The client must pay this amount within the term as mentioned in the bus travel agreement. These payments will take place in accordance with the guidelines of the guarantee scheme of STO-Garant. See also 4.1

In case that the client fails to pay this amount for the bus travel in time, C-TRAVEL.NL is authorized to dissolve the bus travel agreement and the client is obliged to compensate to C-TRAVEL.NL the already incurred costs and other damage.

- 4.3 The client is obliged to pay any remaining amount for the bus travel within 14 days after the invoice date.

Article 5: Cancellation

- 5.1 Cancellation of the bus travel after signing the agreement is only possible according to the cancellation policy, as stated in the quotation/confirmation.
- 5.2 If the client cancels the bus travel agreement, he is obliged to compensate the damage suffered by C-TRAVEL.NL, increased with cancellation costs. Unless the parties have agreed otherwise. If cancellation takes place on the day of departure or during the bus travel: the full amount of the bus trip is due.





- 5.3 If the client cancels the bus travel agreement due to a circumstance for which he is responsible, such as illness or family circumstances, he is obliged to compensate the damage suffered by C-TRAVEL.NL. Unless the parties have agreed otherwise. In case of cancellation on the day of departure or during the bus travel is the full amount due.

Article 6: Changes to the agreement

- 6.1 C-TRAVEL.NL is entitled, due to important circumstances, to change the bus travel agreement, at an essential point.
- 6.2 The client must notify his possible rejection as soon as possible, but not later than within 48 hours, to inform C-TRAVEL.NL, otherwise the rejection cannot be accepted.
- 6.3 In case of rejection by the client as in 6.2, C-TRAVEL.NL may cancel the bus travel agreement. C-TRAVEL.NL must do this as soon as possible but not later than within 48 hours. In case of such termination the client is entitled to a refund or remission of the amount of the bus travel and if the bus travel has already been partially enjoyed, a proportionate share.

Article 7: Cancellation due to insufficient participation or due to force majeure

- 7.1 C-TRAVEL.NL is entitled to cancel the bus travel agreement without compensation if the number of registrations is less than the required minimum. C-TRAVEL.NL is not liable to pay to the client any compensation.
- 7.2 C-TRAVEL.NL is authorized to cancel the bus travel agreement in case that compliance therewith is made impossible or becomes more difficult, due to force majeure, due to one or more circumstances beyond its control; as strikes and extreme weather conditions for which a weather alert has been issued. C-TRAVEL.NL does not have to pay any compensation to the client.

Article 8: Limitation of liability

- 8.1 C-TRAVEL.NL is legally liable for damage caused by death or injury to a traveller belonging to the party of the client, as a result of an accident in connection with and during the bus trip has happened to the traveller, and/or damage caused entirely or partial loss or damage to his luggage, occurring during the transport, it is liable for this damage, except - in short - in case of intent or deliberate recklessness on the part of C-TRAVEL.NL itself, based on: of Article 8:1157 of the Dutch Civil Code limited to the by or pursuant to this article of the law issued by order in council determines certain amounts.





C-TRAVEL.NL is not liable in case of loss or damage of coins, negotiable documents, gold, silver, jewels, ornaments, works of art, electronics or other items of value.

- 8.2 C-TRAVEL.NL is not liable to the client for any other damage than referred to under 8.1, such as damage caused by delay during the bus travel, unless this damage is the result of by C-TRAVEL.NL incorrect, or omission to, act whether intentionally caused damage, either recklessly and with the knowledge that the damage would probably occur.

The circumstance that the bus travel agreement cannot be fulfilled entirely as a result of compliance with (traffic) laws and regulations cannot be qualified as negligence on the part of C-TRAVEL.NL and cannot lead to liability.

If C-TRAVEL.NL is liable for damage as a result of delay, this is limited on the basis of Article 8:1157 of the Dutch Civil Code to the amount determined by or pursuant to the general administrative order issued on the basis of this article of law.

- 8.3 The liability of C-TRAVEL.NL for damage other than that caused due to death or injury to the traveller is limited to three times the bus travel price, with this on the understanding that the compensation for loss of travel enjoyment will not exceed the bus travel sum. If on a service included in the bus travel agreement a Convention applies that an exclusion or limitation of liability grants or permits to C-TRAVEL.NL, this exclusion applies respectively this limitation to the lowest permitted in favour of the bus travel organisation.

Article 9: Various obligations of the client

9.1 Participant lists

a. One-day bus trips.

The client will provide C-TRAVEL.NL no later than 4 days (96 hours) before departure with the completed list(s) of participants.

b. Multi-day bus trips.

The client will provide, in the same time as the signed confirmation of the bus travel, the fully completed list of participants for the C-TRAVEL.NL.

9.2 Behaviour

The client and/or the individual traveller are obliged to behave during the bus travel in accordance with the instructions of C-TRAVEL.NL. Providing immediate and unconditional cooperation of luggage control is included





Identification

The individual traveller must be in possession of a valid ID card or passport and show it on first request. Furthermore, the individual traveller will carry with him all travel documents necessary for the trip, such as: valid visa. If this is not the case, participation to the bus travel can be denied.

Luggage

The client and/or the individual traveller are obliged before the start of the bus travel to properly pack the luggage during (to prevent damage and theft) and clearly indicate name, telephone number and destination.

C-TRAVEL.NL is entitled to refuse luggage if the number or size of the luggage/packages offered by the client and/or the individual traveller are not reasonable and/or the weight exceeds **20 kg per person**. For safety and/or security reasons and/or at the request of the authorities, the client and/or individual traveller may be asked to cooperate in an investigation into the luggage. The client and/or individual traveller is obliged to cooperate immediately. C-TRAVEL.NL is entitled to (let) inspect unattended luggage.

Miscellaneous

The client and/or the individual traveller is not allowed to:

- a. carry along drugs, explosives, weapons, oxygen bottles or other dangerous substances in luggage or otherwise.
- b. standing or walking in the bus while driving.
- c. The client and/or individual traveller is, while travelling in the bus, obliged to refrain from:
 - a. damage and/or contamination of the bus.
 - b. the use of narcotics.
 - c. touching and operating emergency facilities, such as emergency door and emergency hatch.
 - d. smoking.
 - e. hindering employees in any way in the performance of their duties.
 - f. causing nuisance and inconvenience to fellow travellers, employees or road users.
 - g. endangering the safety of oneself, other travellers, the employees or other road users.

- 9.3 C-TRAVEL.NL is authorized to deny the client and/or the individual traveller further participation of the bus travel and to order him/her to leave the bus travel immediately if the client and/or individual traveller violates the above obligations as stated in 9.2, without the client or the individual traveller is, in this regard, entitled to any compensation or refund.





- 9.4 The client and/or the individual traveller is also required to be present in time (at least 15 minutes in advance) before departure and to always be present in time before departure at stopovers and at the start of the return bus travel.

There is also an obligation to fasten the seat belts (if available) when driving.

The supervisors are responsible to fasten the seat belts (if present) for children up to 12 years old before the bus starts moving.

In case of not having the necessary documents, failure to be present in time, the late return of the client and/or the individual traveller or the refusal to accept to fasten the seat belts, can cause significant delays, C-TRAVEL.NL is authorized to discontinue the bus trip with regard to the client and/or the individual traveller, without being entitled to any compensation or refund.

- 9.5 Without prejudice to what has been determined above under 9.2 to 9.4 the client is obliged to compensate C-TRAVEL.NL for any damage caused by this may have suffered and may continue to suffer because the client and/or individual traveller has acted in conflict with one of the afore mentioned obligations.

Article 10: Camera surveillance

C-TRAVEL.NL has the right, in the interest of safety of the travel group and employee(s), to use camera support to carry out supervision. This supervision takes place in accordance with the Law Protection of Personal Data and based on the Policy Rules for Camera Surveillance.

Article 11: Complaints - Competent court

- 11.1 If the client has a complaint about the realization or implementation of the bus travel agreement, the client must submit his relevant complaint directly, in writing or by e-mail to C-TRAVEL.NL so that a suitable solution can be found.
- 11.2 If the complaint, during the execution of the bus travel, is not resolved to the satisfaction of the client, he can within one month after departure day, or if the bus travel has not taken place, within one month after planned departure day submit a written and substantiated complaint to C-TRAVEL.NL. If the complaint does not relate to the execution of the bus travel, but to the realization of the agreement, the complaint must be submitted within one month after departure day to C-TRAVEL.NL.
- 11.3 The client can apply to the competent court according to the law within whose jurisdiction C-TRAVEL.NL is located, without prejudice to the right of the client to turn to another, according to the law competent, court.



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- 11.4 Without prejudice to mandatory statutory provisions regarding limitation of legal claims and the provisions regarding expiration in case of late notification as referred to in Article 8:1753 of the Dutch Civil Code will otherwise lapse right of action of the client one year after the (planned) departure day.
- 11.5 This English version on the General Bus Travel Conditions is a translation of the Dutch version. However the Dutch version of these General Bus Travel Conditions is applicable and leading.

Article 12: Applicable law

- 12.1 These General Bus Travel Conditions from C-TRAVEL are governed by Dutch law.

Uden, 29th November 2024



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guarantee
scheme

