



GENERAL TERMS AND CONDITIONS

FOR BUSINESS TRAVEL AGENTS

VIP Tours Holland offers services regarding business travel in The Netherlands, such as travel information and assistance in bookings for hotels, restaurants, bars, sightseeing, airplane tickets and other transportation. Travel agents may make bookings with VIP Tours Holland for their business clients on the basis of these General Terms and Conditions.

In the event the services of VIP Tours Holland are legally defined as a travel package or linked travel arrangement, the Travel Agent is responsible for engaging in a framework agreement with each of their business clients that legally sets aside The EU Package Travel Directive (2015/2302/EU).

Clause 1 – Applicability

1. These General Terms and Conditions apply to all bookings made by travel agents for business travel services by VIP Tours Holland.
 2. Travel services booked through VIP Tours Holland are subject to the terms and conditions of each service provider. Applicable terms and conditions will be forwarded by VIP Tours Holland upon the Travel Agent's first request.
 3. Any other Terms and Conditions, such as the Travel Agents', are expressly rejected and are not applicable.
 4. If a translation of these terms and conditions has been provided to the Travel Agent, the Dutch text will prevail in case of any differences.
 5. If any provision in these terms and conditions is held to be illegal it will by operation of law be converted into a provision that is legal and that represents the original meaning of the provision as closely as possible.
 6. In case the Travel Agent exists of more than one (legal) person, each person shall be jointly and severally bound to the obligations of these General Terms and Conditions and any contract or legal relation resulting from it.
- d. **Participant:** a natural person travelling on the basis of a contract concluded under these General Terms and Conditions.
 - e. **Program:** A combination of travel services, selected and booked by VIP Tours Holland on behalf of the Travel Agent.
 - f. **Quotation:** a tailor-made offer by VIP Tours Holland to arrange and make bookings for a certain combination of travel services for a certain fee.
 - g. **Service Provider:** the business or organisation carrying out a particular travel service, such as the national railway providing transport by train.
 - h. **Group:** A group of Participants travelling under the same booking.
 - i. **Travel services:** a service aimed at travel and/or tourism, such as accommodation, food and drinks (restaurants, bars), museums and other sightseeing, as well as transportation (airplane, train, bus, tram, boat etc.) and rental of vehicles for transportation or leisure (cars, bicycles, canoes etc.)
 - j. **In writing:** any written message, including messages in digital form, such as e-mail or text message.

Clause 2 – Definitions

1. In General Terms and Conditions the following definitions shall be applied:
 - a. **Business days:** Mondays to Fridays from 9.00 to 17.00, excluding official holidays in The Netherlands.
 - b. **Client:** the business client of the Travel Agent
 - c. **Organisation services:** services provided by VIP Tours Holland; information, combination, arrangement and booking of travel services with

Clause 3 – Services, quotations and acceptance

1. VIP Tours Holland offers tailor-made travel packages in The Netherlands based on the Travel Agent's business travel needs and preferences.
2. VIP Tours Holland's services include providing information and advice on (business) travel within The Netherlands, including selecting,

planning, arranging and booking (a combination of) travel services on behalf of and for the account of the Travel Agent.

3. The Travel Agent may contact VIP Tours Holland on behalf of their Client who intends to visit The Netherlands to discuss needs and preferences and request a Quotation.
4. Quotations are non-binding and do not put the Travel Agent under any obligation to enter into a contract.
5. Quotations have an acceptance period 10 business days, after which they expire automatically. During the acceptance period the availability of all travel services on the selected dates cannot be guaranteed.
6. After the Travel Agent has accepted the Quotation, a binding contract is entered into between the Travel Agent and VIP Tours Holland. VIP Tours Holland is then authorized to enter into contracts with the selected service providers on behalf of the Travel Agent's Client. When VIP Tours Holland makes bookings or reservations on behalf of the Travel Agent, it will be the Travel Agent's Client who enters into the contract with the actual service provider of the travel service, for which the terms and conditions of this service provider apply and are deemed to have been accepted by the Travel Agent and their Client.

Clause 4 – Performance

1. All travel services will be performed by the relevant service provider. The Travel Agent should however contact VIP Tours Holland regarding any concerns, complaints, cancellations and/or desired changes to the program.
2. The Travel Agent may request changes to the program at any time and VIP Tours Holland will make reasonable efforts to accommodate the Travel Agent. VIP Tours Holland is however under no obligation to reach a (certain) result. If changes result in higher costs, these will be passed on to the Travel Agent. However, changes shall never lead to a reduction in the price or fees.
3. VIP Tours Holland reserves the right to unilaterally make changes to the program if one or more of the selected travel services become unavailable. In such cases, this will not affect the price. If possible VIP Tours Holland will offer the Travel Agent an alternative that closely resembles the original travel service booked.

Clause 5 – Pricing and payment

1. All prices and fees of VIP Tours Holland's are quoted in euro and include VAT. Other taxes, if applicable, are excluded. Exchange rates and

the costs of international payment are for the account of the Travel Agent.

2. All prices and fees are based on pricing by the service provider at the time of booking. If due to an increase in price-determining-factors (such as, but not limited to, fuel and transportation costs, taxes, levies, surcharges etc.) the service provider is allowed to change the price after the conclusion of the contract, VIP Tours Holland may charge the Travel Agent the new price and increase fees accordingly.
3. Upon the conclusion of a contract, VIP Tours Holland may invoice an advance payment for one or more travel services and/or for a percentage of the agreed price. The Travel Agent is obligated to pay such an advance within 14 days of the invoice date.
4. (The remainder of) the agreed price will be invoiced by VIP Tours Holland and must be paid within 14 days, however, a full payment must in any case be made 5 business days before the intended arrival date at the latest.
5. VIP Tours Holland may request additional financial securities from the Travel Agent or their Client to ensure compliance with the obligations arising from the contract.
6. Upon the expiration of an invoice, the Travel Agent is immediately in default without further notice. From that moment, the Travel Agent is liable for the Dutch legal commercial interest on the outstanding amount.
7. If the Travel Agent is in default VIP Tours Holland has the right, in order to limit further damage, to cancel one or more travel services that have been arranged for the Travel Agent's Client. In addition to the costs already charged by third parties or costs that third parties charge as a result of the cancellation, the Travel Agent is also obligated to pay the agreed-upon fee for the services provided by VIP Tours Holland.
8. The Travel Agent cannot withhold or suspend payment of any amount.
9. VIP Tours Holland may offset amounts owed against each other up to their combined amount. However, the Travel Agent has no right to offset any amount without prior written consent of VIP Tours Holland.
10. If VIP Tours Holland incurs extrajudicial costs to recover a claim from the Travel Agent, the Travel Agent is obliged to pay compensation in accordance with the Dutch legal [extrajudicial collection cost scale](#).
11. Payments of amounts owed to VIP Tours Holland will be applied first to the costs, including both judicial and extrajudicial costs, then to the accrued interest, and finally to the

principal amount (with older claims taking precedence over newer ones).

Clause 6 – Participants and privacy

1. For the purposes of performing a contract, VIP Tours Holland will process personal information within the meaning of the General Data Protection Regulation (GDPR) regarding Participants.
2. The Travel Agent must provide all necessary personal information of Participants upon first request by VIP Tours Holland. The Travel Agent ensures that all information is correct and understands and agrees that personal information (including names, ages, e-mail addresses and/or phone numbers) may be forwarded to service providers in order to perform the booked travel service. The Travel Agent guarantees to VIP Tours Holland that their Client and all Participants consent to processing their personal information for these purposes. In obtaining this express consent, the Travel Agent must inform all Participants about the nature of the personal data to be provided and the purposes of processing. The Travel Agent indemnifies VIP Tours Holland against any damages resulting from claims by their Client or any Participants in that regard.
3. VIP Tours Holland may photograph, videograph and/or record Participants during any part of the program and/or travel services and use resulting works for promotional purposes, such as use on her website and/or social media. Any objections thereto by Participants must be made known prior to the relevant activity. The Travel Agent ensures all Participants agree and assign any portrait rights to VIP Tours Holland.
4. Only with the express consent of the Participant, VIP Tours Holland will process sensitive personal information of a medical nature, such as information regarding allergies and/or disabilities, and only if a travel service requires such information to be provided upon booking. The Travel Agent, their Client or the Participant may also choose to provide such information directly to the relevant service provider.
5. All Participants shall have the rights provided in the GDPR, such as the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, and the right to object. Any requests or claims will be handled in accordance with GDPR.
6. If the Travel Agent does not provide the correct necessary personal information in a timely manner, VIP Tours Holland is not liable for

delays and/or other damages resulting from the inability to make proper bookings for their Client and/or Participants.

7. The Travel Agent and Participants are obliged to comply with all instructions from VIP Tours Holland and service providers to further a proper execution of the service(s) (including but not limited to instructions regarding safety, check-in times and transfer times) and are liable to VIP Tours Holland and/or service provider for any damage resulting from, or otherwise related to, their actions and/or omissions and must bear the resulting damage themselves.
8. For the avoidance of doubt, the Travel Agent is responsible for obtaining the necessary travel documents (such as passports or visa's, vouchers and/or other) for each Participant.
9. VIP Tours Holland and/or a service provider may remove or exclude any Participant from service if the Participant causes such inconvenience or disturbance that it significantly hinders or may hinder the proper execution of the service(s). All resulting damages will be borne by the Travel Agent.
10. The Travel Agent is jointly and severally liable for all obligations of the Participants towards VIP Tours Holland and/or a service provider arising from a contract concluded on the basis of these General Terms and Conditions.

Clause 7 – Cancellations and force majeure

1. The Travel Agent may cancel the contract for convenience by sending a notice of cancellation in writing. Cancellation will be effective upon the receipt of the notice by VIP Tours Holland during business hours. Cancellations sent outside of business hours will be deemed to have been received on the following business day.
2. In case of cancellation, the Travel Agent will owe following cancellation fees as a percentage of the agreed price:
 - a. Cancellation at least 60 calendar days before the intended arrival date: 0% (free)
 - b. Cancellation between 59 and 32 calendar days before the intended arrival date: 25%
 - c. Cancellation between 31 and 22 calendar days before the intended arrival date: 50%
 - d. Cancellation between 21 and 15 calendar days before the intended arrival date: 75%
 - e. Cancellation within 14 calendar days before the intended arrival date: 100%
3. If the Travel Agent's Client or any of the Participants is a no-show for any of the

scheduled travel services in the program, the Travel Agent is not entitled to any refund.

4. If a service provider changes or cancels the travel services booked, VIP Tours Holland will not be liable for any damages to the Travel Agent. VIP Tours Holland is obligated to make reasonable efforts to book an alternative travel service. If VIP Tours Holland does not succeed in finding an alternative, the contract is partially cancelled to the extent of the related travel service and VIP Tours Holland will refund the Travel Agent accordingly. All other parts of the contract will remain in full force.
5. If a case of force majeure occurs for either the Travel Agent or VIP Tours Holland, the Parties will consult with each other to reschedule the program to another date and/or time within a maximum of two years of the original intended arrival date. If such rescheduling is impossible, the affected party may cancel the contract by sending a written notice, without becoming liable to the other party for any damages.
6. Force majeure for VIP Tours Holland shall mean: unavailability of telecommunication services, hardware or software required to perform the services; war, terrorism, riots, political unrest, natural disasters, extreme weather conditions (KNMI code orange/red), fire, explosion, infectious disease and such affecting the destination of the program; as well as (serious) illness, personal injury or death of the travel consultant providing the services or of any of their family members to the third degree, close friends or pets;
7. Force majeure for the Travel Agent shall mean all the former examples and in addition: war, terrorism, riots, political unrest, natural disasters, extreme weather conditions, fire, explosion and such resulting in severe damages to the real estate property and/or the business of the Travel Agent's Client.

Clause 8 – Complaints and Liability

1. VIP Tours Holland will exercise due care in providing the services to protect the interests of the Travel Agent's Client and the Participant, insofar as may reasonably be expected.
2. Complaints about the services provided by VIP Tours Holland, such as advice, information, and the handling of reservations, must be submitted in writing and with reasons by the Travel Agent no later than one month after becoming aware of the facts on which the complaint is based. VIP Tours Holland will handle the complaint promptly.
3. The Travel Agent's Client must report any complaints regarding the execution of a travel service to the (representative of the) service

provider without delay and must first attempt to reach a solution on-site with the (representative of the) service provider. The Travel Agent's Client must always provide the travel service provider with the opportunity to achieve an appropriate solution to the complaint. If the complaint cannot be resolved on-site with the (representative of the) service provider, the Travel Agent and/or their Client must immediately contact VIP Tours Holland. VIP Tours Holland will make reasonable efforts, within its capabilities, to resolve the complaint to the satisfaction of the Travel Agent's Client.

4. If the complaint cannot be satisfactorily resolved on-site, it must be submitted in writing and with reasons to the service provider or VIP Tours Holland no later than one month after return. In disputes between the service provider and the Travel Agent's Client regarding the execution of the service, VIP Tours Holland will assume a mediating role without becoming a party to the dispute. VIP Tours Holland shall assist the Travel Agent in forwarding a liability claim towards a service provider within the extrajudicial scope and for a maximum of four (4) months after the Travel Agent has reported the claim with VIP Tours Holland. VIP Tours Holland shall not be obligated to (partially) cover any legal fees and/or court fees, nor the costs of alternative dispute resolution.
5. VIP Tours Holland shall not be liable for acts and/or omissions of the service providers involved in the provision of services. VIP Tours Holland shall not be liable for incorrect information provided by a service provider and/or third parties, unless VIP Tours Holland knew the information to be incorrect.
6. VIP Tours Holland shall only be liable for direct damages to the Travel Agent that arise due to attributable shortcomings by VIP Tours Holland. The Travel Agent shall engage in a proper framework agreement which sets aside The Package Travel Directive (2015/2302/EU). If the Travel Agent fails to do so, VIP Tours Holland cannot be held liable for any resulting damages.
7. VIP Tours Holland is never liable for compensation for indirect damage (including, but not limited to, consequential damage, loss of profit, loss of income, missed savings, and damage due to business interruption) or damages incurred by the Travel Agent or a Participant in the normal course of business.
8. The Travel Agent is responsible for their Client and/or each Participant obtaining sufficient health/accident, travel, or cancellation insurance. VIP Tours Holland will not be liable

for any damages (that would be) covered by such an insurance.

9. All liability of VIP Tours Holland shall be limited to 25% of the total value of the invoiced amounts for the relevant trip.
10. Any claim regarding the liability of VIP Tours Holland and/or any service providers expires one year after the booked travel service has been or should have been performed and/or provided.

Clause 9 – Confidentiality

1. In the course of the business relationship between the Parties, each party may disclose confidential information to the other party. 'Confidential Information' includes but is not limited to any non-public information, data, documents, trade secrets, pricing structures, itineraries, and any other information related to the services, operations, and business practices.
2. The Travel Agent agrees to maintain the confidentiality of all Confidential Information received from VIP Tours Holland. The Travel Agent shall not disclose, use, reproduce, or distribute any Confidential Information without the prior written consent of VIP Tours Holland, except as required by law.
3. VIP Tours Holland will only disclose Confidential Information of the Travel Agent if necessary for the purpose of evaluating, engaging in, or enhancing the services provided by VIP Tours Holland and/or service providers.
4. Each party shall restrict access to Confidential Information to its employees or agents who have a legitimate need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein.
5. The obligations of confidentiality shall not apply to any information that: (a) is or becomes publicly known through no fault of the disclosing Party; (b) is rightfully received from a third party without a duty of confidentiality; (c) was already in the possession of the receiving party prior to disclosure by the disclosing Party; or (d) is independently developed by the disclosing party without reference to the Confidential Information.
6. Upon the request of VIP Tours Holland or upon termination of these General Terms and Conditions, the Travel Agent shall promptly return or destroy all tangible materials containing Confidential Information and delete all electronic copies thereof, unless retention is required by law.

7. The Travel Agent acknowledges that any breach of this confidentiality clause may result in irreparable harm to VIP Tours Holland and that monetary damages alone may not be a sufficient remedy. Therefore, VIP Tours Holland shall have the right to seek injunctive or other equitable relief in the event of a breach.
8. The obligations of confidentiality shall survive the termination of these General Terms and Conditions.

Clause 10 – Applicable Law

1. These General Terms and Conditions and all contracts or other legal relations arising out of it, shall be governed solely by Dutch Law.
2. If any disputes arise, the parties shall try to solve these through reasonable negotiation. If a solution cannot be reached in that manner, all disputes will be brought before the District Court of Amsterdam in The Netherlands.