



GENERAL TERMS AND CONDITIONS

Article 1. Definitions: in these Conditions the following definitions apply

1. CHARLIE'S TRAVELS: Charlie's Travels B.V., with its registered office in Amsterdam, and principal place of business at Kivitslaan 33, 5062 AA Oisterwijk, registered in the commercial register of the Chamber of Commerce under number 63167212, being the tour operator.
2. Travel Agreement: the agreement between the Applicant and CHARLIE'S TRAVELS in which CHARLIE'S TRAVELS undertakes towards the Applicant to provide a pre-arranged tour and where the Applicant undertakes to pay the travel sum on behalf of all travellers according to the conditions set forth in these general terms and conditions.
3. Tour: that which is specified in the travel agreement as described in 2 and if applicable any changes to this as indicated in T & C's
3. Traveller: any person or company for whom CHARLIE'S TRAVELS arranges a Tour.
4. Applicant: the person or company who, on his own behalf and/or on behalf of one or more Travellers, requests a tour from CHARLIE'S TRAVELS (can also be a Traveller); the contract party of CHARLIE'S TRAVELS.
5. Working days: Mondays to Fridays, excluding recognised public holidays.

Article 2. Conclusion of the Travel Agreement

1. The Travel Agreement is concluded when the Applicant (on his behalf and/or on behalf of one or more Travellers) accepts CHARLIE'S TRAVELS' offer, unless CHARLIE'S TRAVELS subject to Article 2.2 revokes the offer. After the conclusion of the Travel Agreement, the traveller will receive a confirmation which simultaneously serves as an invoice.
2. Every offer from CHARLIE'S TRAVELS is free of obligation and can be withdrawn, stating the reasons for the withdrawal, no later than the business day following acceptance. Withdrawal due to errors in the travel sum calculation is permitted.
3. The Applicant shall provide, no later than upon conclusion of the Travel Agreement, CHARLIE'S TRAVELS with all information concerning himself and the travellers he has registered that may be important for the proper execution of the Travel Agreement by CHARLIE'S TRAVELS. The Applicant will also provide full details of the capacity or composition of the group of Travellers that he has registered which may be important for the execution of



the Travel Agreement by CHARLIE'S TRAVELS.

4. The Applicant is jointly and severally liable for all obligations of the Traveller(s) arising from the Travel Agreement. All communications and payment transactions between the Traveller(s) and CHARLIE'S TRAVELS are performed exclusively via the Applicant. If the Travel Agreement is entered into by several Applicants, they are all jointly and severally liable for all obligations of the traveller(s) arising from the Travel Agreement.

5. Evident errors and mistakes in the offer have no binding effect upon CHARLIE'S TRAVELS.

6. CHARLIE'S TRAVELS is not responsible or liable for general information in photographs, folders, advertisements, websites and/or other information carriers, insofar as prepared or published by, or under the responsibility of, third parties. Furthermore, CHARLIE'S TRAVELS is not responsible for the correctness or exhaustiveness of information published on its website and/or social media channels

Article 3. Payment

1. At the conclusion of the Travel Agreement, a down payment, to the amount stated on the invoice of the total agreed travel sum, and any payments for insurance premiums and costs included in the Travel Agreement, must be paid within 14 days. In exceptional cases (for example airline tickets or cruises), a different payment arrangement may apply.

2. The balance of the travel sum (or, if applicable, the revised travel sum based on Article 7.1) must be paid no later than two months before the day of departure. This term is a strict deadline and in case of overdue payment, the Applicant is in default without notice of default being required. In that case, CHARLIE'S TRAVELS is authorised to terminate the travel agreement with immediate effect, with cancellation costs as stated in article 8 being charged to the Applicant.

3. If the Travel Agreement is concluded within two months before the day of departure, the entire travel sum must be paid within five business days after the conclusion of the Travel Agreement. This also applies to a change in the travel sum based on Article 7.1 that is made within two months before the day of departure. This term is a strict deadline and in case of overdue payment, the Applicant is in default without notice of default being required. In that case, CHARLIE'S TRAVELS is authorised to terminate the travel agreement with immediate effect, with cancellation costs as stated in article 8 being charged to the Applicant.

4. If an Applicant does not pay on time, he will owe statutory interest (according to Dutch law) on the amount owed. In addition, extrajudicial collection costs (15% of the owed amount) will



be charged.

5. Payments must be made to CHARLIE'S TRAVELS' bank account. Payment by credit card is not possible.

Article 4. Travel sum

1. The travel sum is based on prices, exchange rates, levies and taxes, as known to CHARLIE'S TRAVELS at the time of offering the tour. The travel sums stated apply per person, unless stated otherwise.

2. As long as the entire travel sum has not been paid, CHARLIE'S TRAVELS has the right to increase the travel sum up to 10 days before the day of departure in connection with changes in transport costs (including fuel costs), taxes, levies and applicable exchange rates.

3. The Applicant has the right to refuse an increase in the travel sum as referred to in the previous paragraph. The Applicant must exercise this right (subject to forfeiture) within three working days after receipt of the notification of the increase.

4. If the Applicant refuses the tour increase, CHARLIE'S TRAVELS has the right to cancel the travel agreement. CHARLIE'S TRAVELS must, subject to forfeiture, exercise this right within seven working days after receipt by the Applicant of the notification of this increase. In that case, the Applicant is entitled to remission or refund of the amount already paid.

Article 5. Member of the GGTO Guarantee Fund

1. CHARLIE'S TRAVELS is a member of the Foundation Guarantee Fund for Specialised Tour Operators - GGTO. The GGTO Foundation guarantees that the traveller will receive a refund of the already paid part of the travel sum if the tour operator is in financial difficulties. This can be before departure but also during the actual stay. Furthermore, the GGTO Foundation guarantees the traveller's return journey during the stay if the tour operator, due to financial inability, can no longer arrange this. A fixed amount of EUR 15 per booking per EUR 10,000 is charged to the traveller for this guarantee.

2. If the traveller books a certain component of the tour directly with an African tour operator, then the traveller must take into account that the component booked directly with an African tour operator is not covered by the Dutch guarantee conditions. There is still no protection right for consumers that guarantees payments in Africa, such as in Europe. Many African tour operators claim to be affiliated with SATSA or other professional associations. However, the



coverage and compensation they offer are very limited and in the event of default or bankruptcy, they are often paid per travel company rather than to the traveller. The traveller declares to be aware of the above and to accept it.

Article 6. Travel documents

1. On departure and during the Tour the Traveller must be in possession of the required valid documents, such as a passport and any required visa, proof of vaccinations and (international) driving licence (in case of self-drive). The Traveller must verify the accuracy of any general information provided by CHARLIE'S TRAVELS in this regard with the authorities that can give a decisive answer. If the traveller does not comply with the above and the Traveller cannot take or cannot complete the Tour as a result, the Traveller is held solely liable for all costs and all associated consequences. The Traveller is not entitled to a refund of the travel sum in such a case. The Applicant is solely responsible and liable for all required travel documents, by whatever name. The Traveller is aware of the fact that visa circumstances in African countries can change at a moment's notice and that visa requirements differ per country.

2. During the Tour, the Traveller must be in the possession of an insurance policy that adequately covers at least the risk of hospitalisation costs, medical expenses, funeral expenses and repatriation costs.

3. Prior to departure the Traveller is obligated to make himself aware of health conditions in the Tour area and to take all necessary measures regarding vaccinations and prophylaxis needed

4. CHARLIE'S TRAVELS will make the necessary travel information available no later than 10 days before the departure of the traveller, provided the travel sum has been paid in full.

Article 7. Changes by the traveller and substitution

1. The Traveller can request changes to the tour up to 28 days before departure. These changes will be made as far as reasonably possible. If a change results in an amended travel sum, the Traveller must pay the amended travel sum, after deduction of the money already paid, in accordance with Article 3.2 or Article 3.3 of these general terms and conditions. In addition to the actual costs, CHARLIE'S TRAVELS is entitled to charge a change fee of EUR 50 per booking and per change, plus any communication costs. Postponement of the departure date or reduction of the number of paying Travellers is considered a (partial) cancellation to



which Article 8 applies.

2. The Traveller may be replaced by another person in before commencement of the Tour provided that the other person meets the conditions in the Travel Agreement and the request is submitted no later than 21 days before departure. The Applicant, the Traveller and the person who replaces him are jointly and severally liable towards CHARLIE'S TRAVELS for the payment of the balance still owed of the travel sum, the change and communication costs referred to in Article 7(1) and any extra costs as a result of the replacement.

Article 8. Cancellation by the Traveller

1. If a Travel Agreement is cancelled, the Traveller will owe the following cancellation costs in addition to any reservation costs due:

a. cancellation up to the 91st day (exclusive) before the departure day: USD 200 per person and non-refundable payments to third parties;

b. cancellation from the 91st day (inclusive) up to the 61st day (exclusive) before the departure day: the higher amount of 20% of the travel sum or USD 200 per person and non-refundable payments to third parties;

c. cancellation from the 61st day (inclusive) to the 31st day (exclusive) before the departure day: the higher amount of 50% of the travel sum or USD 200 per person and non-refundable payments to third parties;

d. cancellation from the 31st day (inclusive) until the departure day or later: 100% of the travel sum.

2. If the Tour is composed of different elements to which different cancellation conditions apply, the specific applicable provisions per element will apply (for example different cancellation rules may apply for flight tickets, cruises, camper hire, car hire, special services such as national parks and cultural or sporting events), which may entail an increase in the cancellation costs mentioned under paragraph 1.

3. The cancellation of a Travel Agreement by one or more Travellers who have jointly booked accommodation in a hotel room, apartment or other accommodation, is considered to be the cancellation of all Travel Agreements with the Travellers concerned, so that all Travellers must pay the amounts referred to in the foregoing paragraphs. For the remaining Travellers, the travel sum will be redetermined. This may result in an additional charge (to which the



payment arrangement of Article 3 applies).

Article 9. Cancellation by CHARLIE'S TRAVELS

1. CHARLIE'S TRAVELS has the right to terminate the Travel Agreement immediately if there are circumstances that are of such a nature that CHARLIE'S TRAVELS' further commitment to the travel agreement cannot reasonably be expected.

2. If the circumstances referred to in paragraph 1 can be attributed to the traveller, the resulting damage will be borne by the traveller. If the cause of the cancellation can be attributed to CHARLIE'S TRAVELS, the resulting damage will be borne by CHARLIE'S TRAVELS. If the cause of the cancellation cannot be attributed to the traveller or to CHARLIE'S TRAVELS, the parties each bear their own damage.

Article 10. Change by CHARLIE'S TRAVELS

1. CHARLIE'S TRAVELS reserves the right to make changes to the tour due to local conditions of the areas travelled in or other circumstances that may be related to this. Changes can be made to for example the itinerary, schedule, place of arrival and departure, transport and accommodation, the times at which and the order in which planned excursions take place, or even to end the tour if it has already commenced. The circumstances referred to in Article 11.4(a) and (b) will in any case be understood as other circumstances. Changes in travel schedules as a result of persistent bad weather conditions are also covered by this article. Changes in transport and accommodation may include the designation of another type of transport or another type of accommodation and/or another carrier. These changes will be made in the manner described in Article 10.2.

2. In the event of such changes prior to and/or during the tour, CHARLIE'S TRAVELS will, if possible, offer the traveller an alternative choice insofar as no additional costs are incurred for CHARLIE'S TRAVELS. An attempt is made to provide an equivalent alternative insofar as possible. If an upgrade is necessary to allow the tour and/or activity to take place (including, but not limited to: (a) the conversion of a (night) bus ticket to a flight ticket, or private transport or a hotel stay, (b) other and/or extra meals, (c) moving activities, (d) extra transfers, etc.), all additional costs are borne by the traveller. In that case CHARLIE'S TRAVELS will discuss this with the traveller to ensure that the alternative matches the wishes and budget of the traveller insofar as possible. If a part of the tour cannot take place due to such a circumstance (as stated in Article 10.1), the traveller is not entitled to a refund of any sum insofar as CHARLIE'S TRAVELS has already incurred costs for the activity.



3. CHARLIE'S TRAVELS may also unilaterally amend non-essential components of the tour because of circumstances that are of such a nature that the change can reasonably be deemed necessary. In that case, the traveller can only reject the change if the change causes a significant disadvantage, with it being assumed that there is a significant disadvantage in the event of additional costs for the traveller of 5% of the total travel sum.

4. The traveller must accept the new offer within three working days after receiving notice of the change. From 10 days before departure and during the tour, a period of 24 hours (one working day) applies. This period can be shortened in respect of CHARLIE'S TRAVELS insofar as this is reasonably necessary for the tour to go ahead, but only after notifying the traveller of the new period. If the new offer is not accepted within the specified period, CHARLIE'S TRAVELS has the right to cancel the travel agreement with immediate effect. CHARLIE'S TRAVELS must exercise this right (subject to forfeiture) within three working days after expiry of the period for acceptance by the traveller. A period of 24 hours (one working day) applies from 10 days before departure. In that case, the traveller is entitled to discharge or refund of the travel sum (or in case the tour has already been partially enjoyed, a refund of a proportionate part thereof) to the extent that CHARLIE'S TRAVELS can cancel (that part of) the tour free of charge, within two weeks.

5. If after departure of the traveller(s) an important component of the services to which the travel agreement relates is not provided or CHARLIE'S TRAVELS realises that it will not be able to provide a significant part of the services, CHARLIE'S TRAVELS will ensure that appropriate alternative arrangements are made with a view to the continuation of the tour, subject to the provision that Article 10.1 to 10.4 also apply in this case.

Article 11. Liability and force majeure

1. Notwithstanding the provisions of Articles 8, 9 and 10, CHARLIE'S TRAVELS is obliged to perform the travel agreement as the traveller can reasonably expect based on the travel agreement.

2. If the tour does not proceed in accordance with the expectations referred to in paragraph 1, the traveller is obliged to inform the parties concerned as soon as possible as referred to in Article 13.

3. If the tour does not go according to the expectations referred to in paragraph 1, CHARLIE'S TRAVELS is obliged to compensate any damage suffered, unless the failure in the performance is not attributable to it or to the party with whose assistance it is in performing the travel agreement because:



- a. the failure in the performance of the travel agreement is attributable to the traveller; or
- b. the failure in the performance of the travel agreement could not be foreseen or could not be resolved and is attributable to a third party which is not involved in the provision of services included in the tour; or
- c. the failure in the performance of the travel agreement is attributable to an event that CHARLIE'S TRAVELS or the party whose assistance it uses in the performance of the travel agreement could not foresee or remedy despite due observance of all possible care; or
- d. the failure in the performance of the travel agreement is attributable to force majeure as referred to in paragraph 4 of this article.

4. CHARLIE'S TRAVELS will in any event not be liable for damage that occurs as a result of the following circumstances:

- a. war, risk of war, state of siege, quarantine, riots, acts of sabotage or terrorism, strike, lockout or closure of travel routes, crime, boycott actions, scarcity of goods, disruptions in communication means, disruptions in (international) payment services; disruptions in transport means, changes in the foreign travel advice as given by the relevant authorities in the country in which the traveller is insured, delays in public transport.
- b. social disruption caused by natural disasters and serious accidents.
- c. third party errors as well as non-compliance by third parties with their obligations when these third parties are not employees of CHARLIE'S TRAVELS or are not directly engaged by CHARLIE'S TRAVELS in the performance of the travel agreement.

5. CHARLIE'S TRAVELS' liability for damage covered by standard travel and cancellation insurance cover is excluded. Neither is CHARLIE'S TRAVELS liable for damage excluded under the applicable written or unwritten International Law.

6. CHARLIE'S TRAVELS' liability per traveller due to the death of the traveller and the occurrence of physical and psychological injuries will never be higher than one time the travel sum per person.

7. The liability for all other damage will never exceed 50% of the travel sum per person per traveller.

8. CHARLIE'S TRAVELS can in no case be held liable for loss of or damage to luggage and travel documents.



Article 12. Help and assistance

1. CHARLIE'S TRAVELS is obliged, depending on the circumstances, to provide assistance and aid to the traveller if the tour does not proceed in accordance with the expectations that he could reasonably have based on the travel agreement.
2. If the tour does not proceed in accordance with the expectations that the traveller could reasonably have based on the travel agreement due to circumstances that are attributable neither to the traveller nor to CHARLIE'S TRAVELS, each party will bear its own damage. For CHARLIE'S TRAVELS this includes the extra use of manpower; for the traveller this includes amongst others extra accommodation and repatriation costs.
3. The traveller is obliged to comply with all instructions given by CHARLIE'S TRAVELS to encourage the proper performance of the tour and is liable for damage caused by his improper conduct, to be judged by the standard of the conduct of a correct traveller.

Article 13. Complaints

1. A failure in the performance of the travel agreement must be reported to the travel consultant concerned as soon as possible so that he can find a suitable solution. If the failure is not resolved and affects the quality of the tour, it must be reported immediately to the local representative or, if not available, to CHARLIE'S TRAVELS. CHARLIE'S TRAVELS reimburses the communication costs, unless it becomes clear that they should not reasonably have been incurred. Evidence of costs incurred (invoices) must be provided. If the traveller does not comply with this duty of notification/complaint, as a result of which CHARLIE'S TRAVELS is not given the opportunity to remedy the failure, any right to compensation may be limited or excluded.
2. If a complaint is not resolved, the traveller must report this in writing and with reasons to CHARLIE'S TRAVELS within one month after the end of the tour. If the traveller does not comply with this obligation to complain, the right to compensation will lapse.
3. These Terms & Conditions are a convenience translation of the original Dutch Terms & Conditions (Algemene Voorwaarden) as available on the website of CHARLIE'S TRAVELS. If there is any conflict or inconsistency between the Dutch version and this English version, the Dutch shall be the governing and prevailing version.
4. In case one of the provision in these Terms & Conditions are considered to be void, voidable or are annulled, the validity of the other provisions will not be affected.



5. Dutch law applies to all disputes between CHARLIE'S TRAVELS and the traveller arising from the travel agreement and the court of Amsterdam will have exclusive jurisdiction.

©Copyright CHARLIE'S TRAVELS