

## General Terms and Conditions of Travel

Thank you for choosing to make a booking with Robert's kitesafari (hereinafter "RK"). The following general conditions of travel form the contractual relationship between you as our customer and RK as your trip operator.

### 1. Contract formation

On receipt of your application, whether in writing, by telephone or in person, a contract comes into existence between you and RK. As a result, certain rights and obligations apply to you and to RK. We hereby draw your attention to the fact that, in general, our services begin only on the day of the kite safari. Timely arrival in Perth, West Australia is thus your responsibility.

### 2. Trip price, price changes, payment conditions

#### 2.1 Trip price

Unless specifically stated, our prices are given per person in euro. All prices are inclusive of statutory sales tax (VAT).

#### 2.2 Deposit/Payment of balance

**To confirm the reservation a deposit of 50% of the total price is due within 60 days prior to departure**

**The remaining amount must be paid 30 days prior to the start of the trip.** For last-minute bookings, the mandatory payment deadline is stated in the confirmation. In the event of cancellation, the **50%** deposit will not be refunded.

#### 2.3 Failure to pay on time

Failure to pay on time authorises us to withhold travel services and to claim the cancellation charges as set out in [point 3 below](#).

### 3. Cancellation

#### 3.1 Charges for cancellation/changes

If you cancel the contract, we will levy the following charges as a percentage of the total price:

up to 30 days before start of trip: 50%

30 - 15 days before start of trip: 40%

14 - 8 days before start of trip: 60%

7 - 4 days before start of trip: 80%

3 - 0 days before start of trip: 100%

#### 3.2 Substitute traveller

If you are unable to travel, RK will, on principle, allow you to send a substitute to take your trip instead. In this case, the following requirements must be observed: The substitute must be willing to accept the arrangement on the same conditions as you have agreed with us.

#### 3.3 Dropping out of the kite safari

If, as a result of illness, accident or for other reasons, you drop out of the trip during the kite safari, there will be no refund.

#### 4. General disclaimer of liability

The participant hereby confirms that he/she has taken out personal, full insurance cover and will make no claims against RK in connection with the kite safari (for any reason whatsoever). See disclaimer.

#### 5. Insurance

##### **5.1 Cancellation protection**

If you do not already have cancellation protection, we recommend taking out cancellation insurance. This will cover the resulting charges in the event of cancellation as a result of injury, accident, etc.

##### **5.2 Additional insurance**

Please check your private insurance before you travel, and enhance the following if necessary:

– Travel insurance

(Insurance against the consequences of accidents and illness worldwide)

– Luggage and personal liability insurance

(Usually included in household insurance)

Additional conditions

#### 6. Tour guide

The tour guide is the leader of the relevant tour. If a tour guide is ill or injured during a kite safari and the safari has to be aborted as a result, the participants are eligible to claim back the appropriate proportion of the price for participation. There is no entitlement to further compensation.

#### 7. Safety

The participant is responsible for his or her own safety in the water and on land ( SEE DISCLAIMER). Close attention should be paid to the information provided during the daily morning meeting.

#### 8. Kitematerial

The participant is responsible for his or her own kitematerial. For example in case of lost material in the water or forgotten material on the beach. The participant is responsible to put his or her equipment in the provided storage at night. The participant is also personally responsible for ensuring his/her kitesurfing equipment is functioning properly.

#### 9. Completion

If a trip has to be called off, payments already made will be refunded to the customer in full. There is no right to further claims.

#### 10. Changes to the program

We reserve the right to make changes to the programme or routes at short notice for meteorological reasons. If it is raining or there is no wind, there will be a wait of at most half a day before continuing with the trip. If it is still not possible to kitesurf, we will travel to the next destination by car.

#### 11. Waiting times en route

No liability claims can be brought against RK in respect of waiting times en route caused by breakdowns or necessary repairs to the vehicle or the kite surfing equipment. If a participant is unable to continue with the kitesafari as a result of defective equipment, the participant is responsible for him-/herself and can continue the journey by car.

#### 12. Minimum number of participants – 8 per tour

8 participants

#### 13. Health regulations

The participant is personally responsible for getting the recommended or compulsory vaccinations if necessary.

#### 14. Complaints

Shortcomings and complaints should be reported immediately to the tour guide. Complaints involving liability cannot be considered at a later time.

#### 15. Liability waiver

The participant is fully aware of the risks and dangers involved in participating in a kitesafari and bears full liability.

#### 16. Applicable law and jurisdiction

In the contractual relationship between you and RK exclusively Dutch law applies. Claims can only be lodged against RK Holland.

#### 17. Contact details in Holland.

Robert's Kitesafari