

## BOOKING CONDITIONS

The tour operator is Xplore Europe based in the Netherlands.

The services provided are tax-exempt with credit in accordance with Dutch Law with regard to Value-Added tax

These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found at [www.xploreurope.eu](http://www.xploreurope.eu)

### 1. QUOTATION TERMS

While we, at Xplore Europe, endeavor to provide quotation itineraries and prices with the utmost precision, actual bookings may vary due to a number of factors.

**Validity** Our quotations are valid for 30 days from the Quotation Date, unless otherwise specifically written.

Quotations past the validity date are rendered null and void and should not be relied upon by the client.

**Limitations** In the quotation phase, none of the mentioned services, such as excursions, flights, transportation or hotels, will be booked.

Xplore Europe does not conduct 'availability-checks' before actual booking.

Upon acceptance of the quotation by the client, Xplore Europe will use its best efforts to confirm bookings exactly as quoted. If not available, we will confirm the next best available option. Any cost increment will be specified.

If a sector is fully booked, hotels, flights, cars schedules may render a quoted program unworkable. If so, we will do our best to suggest the best available alternative.

### 2. DEPOSIT

To reserve a place, a non-refundable deposit of 50% of the/each trip cost is required upon enrollment. Full payment is required if travel is due to commence within 14 days. Late bookings are subject to standard cancellation fees (see "Refunds & Cancellations") applicable at the time of booking. Due to security requirements you must, at the time of reservation, provide Xplore Europe with your name and birthday exactly as it appears on the form of identification you plan to use.



### **3. TERMS OF RESERVATIONS**

Reservations are accepted on a first-come, first-served basis with deposit or full payment. The deposit is non-refundable. Xplore Europe reserves the right to decline any booking at our discretion.

### **4. MAKING PAYMENTS**

The final payment date for all trips is 14 days prior to departure. In the case of non-payment of the balance by the due date, Xplore Europe will treat the booking as canceled by the client and retain the deposit. XPLORE EUROPE will e-mail final travel documents only after your account has been paid in full. All payments are due in *EURO* (€).

### **5. Rates and Currencies**

All rates are based on a per person basis, on double occupancy inclusive of any VAT and service charge. (unless otherwise specified in the proposal/quote)

Rates are either in EURO as indicated in the quotation.

Flights: Flight tariffs may be changed at any time by the airline.

Tickets are issued by Xplore Europe only if explicitly mentioned in the itinerary and in the including / excluding section of the quotation.

Unless a carrier has been specified, Xplore Europe shall select the carrier at the time of booking. XPLORE EUROPE cannot be held responsible for fluctuations in exchange rates when calculating refunds due to trip cancellations.

### **6. OUR HOTELS / ACCOMMODATION**

On any of our trips, accommodation is provided in double room (2-person bed) or twin room (2 separate beds). Single travelers will be accommodated in single rooms, if available. Triple and family rooms can be requested, in writing, but cannot be guaranteed in every location in which event the above situation applies.

#### Star Categories / Country Standards

We strive to provide unique trips for our customers. With that in mind, All the hotels on our trips are European standard 4-5 stars. Hotel rooms in Europe are typically smaller and less standardized than those in the United States. As compared to the United States, European provide comparable amenities beyond the basics. The cost of hotels directly in each city can be outrageous, so they are often accessible by public transportation, but not within walking distance. Typically, single rooms tend to be smaller than twin rooms, and may not have as desirable a location within the hotel.

## **7. BAGGAGE ALLOWANCE ON BUS TRIPS**

Each adult is entitled to one luggage (maximum weight of 20kg) and one personal item (maximum weight of 10kg). Luggage should be able to be stored below the bus and the personal item should contain whatever you might need on the bus. Pillows and blankets do not count for the personal item. If you have additional items such as strollers, car seats, etc. please send us a message to make those arrangements.

## **8. FINAL TRAVEL DOCUMENTS**

Final travel documents, including travel itineraries, hotel accommodations and other tickets, are e-mailed approximately 10 days prior to departure. If your e-mail address changes or if you want your final documents sent to a different e-mail address, you must notify XPLORE EUROPE prior to your final payment date. Your personal travel guide will keep all the other tickets for excursions.

## **9. REFUNDS & CANCELLATIONS**

If you cancel your booking, the cancellation charges schedule below will apply. In the event that you have to cancel your trip on the day of departure, you must notify XPLORE EUROPE prior to the departure. If you choose not to travel, but fail to cancel your trip prior to the departure date or if you return home before the scheduled completion of your trip, you will not be eligible for any refund or reimbursement from XPLORE EUROPE for any unused portion of your trip or costs incurred by leaving your trip early.

All cancellations must be advised in writing (by mail or e-mail) to XPLORE EUROPE prior to trip departure during normal business hours (Mon-Fri: 9am – 5pm). If you cancel your booking then the following charges will apply:

70 or more days before departure: Full refund

From 69 to 43 days before departure: 35% of total trip cost (non-discounted) is retained

From 42 to 31 days before departure: 50% of total trip cost (non-discounted) is retained

From 30 to 22 days before departure: 75% of total trip cost (non-discounted) is retained

21 days or less or no notification: 100% of total trip cost (non-discounted) is retained

Last minute cancellations will be refunded only if a replacement can be found (usually from a waiting list) and are also subject to a 50% of total trip cost per person handling fee.

## **10. SUBSTITUTION OF TRAVELERS**

Substitution of travelers is permitted, however, substitution arrangements need to be made between the two parties. All replacements must be advised in writing (by mail or e-mail) to XPLORE EUROPE up to 14 working days prior to departure. If you transfer your booking to someone else then we decide per activity if a change fee is necessary.

The following charges will not apply:

- Day trips: no change fees will incur

- Trips by bus: no change fees will incur
- Workshops: no change fees will incur

In case of activity who needs a fee: Change fees must be paid viabank wire transfer. Change fees must be made immediately upon change request. Changes will not be reflected on the booking until payment has been received.

## **11. ITINERARY VARIATIONS & HOLIDAYS**

While XPLORE EUROPE will use its best endeavours to operate all trips as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify a trip itinerary or its contents due to prevailing local conditions.

XPLORE EUROPE reserves the right at any time either before or during a trip to cancel or change any of the facilities, routes, services or prices described in the brochure/proposal (including transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

If a major change is known to us, the client will be told at the time of booking. If a major change becomes necessary, XPLORE EUROPE will inform the client as soon as reasonably possible if there is time before departure. The definition of a major change will depend on the individual's trip and circumstances as is at the sole discretion of XPLORE EUROPE. When a major change is made the client will have the choice of accepting the change of arrangement, or within 7 days notification of the change, purchasing another available trip or canceling the trip and obtaining a full refund, provided that the major change is not because of force majeure.

Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with local transport or XPLORE EUROPE vehicles, changes imposed by cancellation or rescheduling of flights by an airline or aircraft type, or other similar events beyond the control of XPLORE EUROPE. XPLORE EUROPE is not liable for any penalty charges associated with non-refundable airfares, in the event of a change to a trip departure time, date or airport. All costs incurred due to force majeure, such as transport, communication, accommodation, food or other similar items will be passed to the client by way of local surcharges.

Due to local or national holidays, seasonal hours of operation or availability, special events and/or peak harvest seasons, access to certain facilities and attractions including but not limited to vineyards, museums, historical sites or stores may be limited. On such occasions, and whenever possible, itinerary adjustments will be made by XPLORE EUROPE to minimize traveler inconvenience. If, however, your enjoyment might be diminished by such

limitations, please check with the respective national tourist office(s) before selecting a trip and travel date.

## **12. PASSPORTS & VISAS**

XPLORE EUROPE enforce the requirement to possess a tourist passport for all trips. Should you come to the departure point and present the incorrect passport, you will be turned away with no refund, per our cancellation policy. Important passport rules are as follows:

Should you have any questions, please contact the Embassy or Consulate as we do not handle passport issues. XPLORE EUROPE recommends that you apply for any necessary visas with a visa service. For more information on countries requiring visas for U.S. citizens, please refer to the U.S. Department of State website: [travel.state.gov](http://travel.state.gov).

## **13. LEGAL RESPONSIBILITIES**

XPLORE EUROPE makes every effort to ensure the accuracy of its publications, but it cannot be held responsible for typographical or printing errors, including but not limited to prices. XPLORE EUROPE trips are not for resale, and travelers must enroll directly with XPLORE EUROPE.

## **14. RELEASE & AGREEMENT**

1. The tour operator for your trip is Xplore Europe (XPLORE EUROPE), Stationsplein 45, 3013 AK Rotterdam, Netherlands. Chamber of Commerce number: 17230029, BTW 158223871 B02

The services provided are tax-exempt in accordance with Dutch Law with regard to Value-Added Tax .

2. On behalf of myself and/or my minor child /our group (if applicable), understand that my trip begins with the pick up from the airport (or start point as agreed in your proposal-route). And ends upon completion of the return bus drop off at airport. I further understand that travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in Netherlands or in the United States. I am willing to accept the associated risks of travel and understand that XPLORE EUROPE cannot guarantee the health and safety of participants.

3. I agree to release and hold harmless XPLORE EUROPE from, and agree not to sue XPLORE EUROPE for any and all claims, of any nature related in any manner to my participation in a XPLORE EUROPE-sponsored tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, or wrongful death. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees)

on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any XPLORE EUROPE- sponsored tour. I further agree to release and hold harmless XPLORE EUROPE from any and all decisions to cancel, modify or delay the tour as a result of acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorists activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the sole opinion of XPLORE EUROPE to conduct the tour. I further agree to hold XPLORE EUROPE harmless for the acts or omissions of any other individuals or entities over which XPLORE EUROPE have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, tour guides and subcontracted agents or tour operators.

4. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs or the Warsaw Convention or both.

5. I understand and agree that XPLORE EUROPE shall have no liability or responsibility for me when I am absent from XPLORE EUROPE-supervised activities or for non-XPLORE EUROPE supervised activities, such as visits to friends or relatives or during pre-/post-stay periods if the pre-/post-stay period does not include the services of XPLORE EUROPE.

6. I understand and agree that XPLORE EUROPE reserves the right to refuse or cancel my reservation at their sole discretion.

7. I agree to abide by XPLORE EUROPE's regulations and the directions of my Tour Leader and XPLORE EUROPE's personnel during my trip. Failure to do so may result in XPLORE EUROPE terminating me from the trip immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of the fee, and that XPLORE EUROPE may then send me home at my own expense.

8. I agree to abide by all local laws when abroad. I also understand that, should local authorities be involved, I will be subject to the laws of the country I am visiting.

9. I understand and agree that if I become ill or incapacitated, XPLORE EUROPE and its employees may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home. XPLORE EUROPE retains the right and has my authorization, in its sole discretion, to contact my emergency contact(s) with regard to health issues or any matter whatsoever that relates to my tour. In the event of a medical emergency, XPLORE EUROPE will attempt to cause appropriate treatment to be administered, and I authorize XPLORE

EUROPE to do so. XPLORE EUROPE, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.

10. I understand and agree that XPLORE EUROPE has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.

11. I understand that prices are subject to unforeseen surcharges or price increases which, if imposed by airlines or other suppliers, will be separately billed prior to final payment date.

12. I understand that it is my responsibility to secure the necessary travel documents (passport and/or visa[s]). Failure to do so does not constitute grounds for a refund except according to the refund and cancellation guidelines as outlined in the Booking Conditions.

13. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

14. I understand and agree that this agreement and XPLORE EUROPE's Booking Conditions constitute the entire agreement between XPLORE EUROPE and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of XPLORE EUROPE.

15. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of county courthouses in the Netherlands. In the event of any claim, dispute or proceeding arising out of my relationship with XPLORE EUROPE, or any claim which in contract, tort, or otherwise at law or in equity arises between me and XPLORE EUROPE, whether or not related to this agreement, all parties submit and consent to the exclusive jurisdiction and venue of the county courthouses of the Netherlands

16. I understand and consent that XPLORE EUROPE may use any film likenesses taken of me and any of my comments while on an XPLORE EUROPE tour for future publicity and also use my contact information for future XPLORE EUROPE promotions.

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## **PRIVACY**

### **OUR COMMITMENT TO PRIVACY**

XPLOREEUROPE.EU is committed to protecting the privacy of our users. We would like to

share our online information practices and the choices you can make about the way your information is collected and used. This notice is available at every point where personally identifiable information may be requested. This notice applies to all information collected or submitted on the XPLOREEUROPE.EU website.

## **COLLECTION OF PERSONAL INFORMATION**

XPLOREEUROPE.EU maintains the confidentiality, security and integrity of personal information that we obtain from our users. The personal information collected includes your name, address, email address, phone number and credit/debit card information.

EXPLOREEUROPE.eu does not solicit, request or knowingly collect personal information from individuals under the age of 13. EXPLOREEUROPE.eu may request certain information, such as name and age, about Your children, but in no event will EXPLOREEUROPE.eu attempt to contact any individuals under the age of 13 directly. All information regarding children under the age of 13 will be obtained from such children's parents or legal guardians and will be utilized and shared in accordance with all applicable laws, EXPLOREEUROPE.eu's Terms and Conditions and this Privacy Policy. If you need to change any information you have given Xplore Europe, you can do so by contacting us online or via email.

## **THE WAY WE USE INFORMATION**

We use the information you provide about yourself when placing an order only to complete that order. We are required to collect this information in order to complete your travel documents. We do not share this information with outside parties except to the extent necessary to complete your reservation. Personal information collected by XPLOREEUROPE.EU is stored in secure operating environments that are not available to the public. You should always be careful when distributing your personal information in this manner. We use the information you provide about someone else only to confirm message delivery. We do not share this information with outside parties except to the extent necessary to confirm that message. Information you provide to us to create a message is only used for that purpose, and it is only disclosed to the recipient. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties. Information you submit via our website will not be used for these purposes unless you request them. XPLOREEUROPE.EU may provide aggregate statistics about our customers, sales, traffic patterns and related site information to reputable third-party vendors, but these statistics will include no personally identifying information. Finally, we never use or share the personally identifying information

provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

## **OUR COMMITMENT TO DATA SECURITY**

We exercise great care in providing secure transmission of our users' financial information from their computers to our servers by using encryption technology.

### **Who is collecting your information**

When you request information on XPLOREEUROPE.EU and are asked for personal information, you are sharing that information with XPLOREEUROPE.eu alone. Please be aware that XPLOREEUROPE.eu advertisers or websites to which our site has links may collect personally identifiable information about you. The information practices of those websites linked to XPLOREEUROPE.eu are not covered by this privacy statement.

### **Use of "cookies"**

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States .

In case IP-anonymisation is activated on this website, your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP address will be first transferred to a Google server in the USA and truncated there. The IP-anonymisation is active on this website.

Google will use this information on behalf of the operator of this website for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage. The IP-address, that your Browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Addon for your current web

### **Collection, use and distribution of your information**

XPLOREEUROPE.eu does not sell or rent user information to anyone. If you opt-in for the service, XPLOREEUROPE.eu may send you email about products and services that we

feel will be of interest to you. You can also update or correct factual information about your account by contacting us online or by email.

## **YOUR CONSENT**

By using our website, you consent to the collection and use of this information by Xplore Europe.eu. If we decide to change our privacy policy, we will post any changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

## **Terms and Conditions**

Unless otherwise specifically agreed to, our [\*\*General Terms and Conditions\*\*](#) will apply at the time of booking.