

#### **Article 1 Introduction**

- 1.1. These travel terms and conditions are applicable to and are a part of travel agreements entered into by Waterproof Tours Suriname N.V. as travel organizer with one or more travellers (also referred to as the booking). The term 'travellers' constitutes every individual included in the booking.
- 1.2. Waterproof Tours Suriname N.V. is henceforth referred to as 'Waterproof Tours' in these terms and conditions.
- 1.3. A travel comprises an overnight stay or at least one day (24 hours) and at least two of the following services: transportation, accommodation and/or another tourist service that plays an important part in the travel (e.g. an excursion).
- 1.4. These travel terms and conditions can also be declared applicable to other travel services offered by Waterproof Tours, such as day trips, accommodations, car rental, shuttle journeys by bus or boat, (domestic) flights and guide rental. In such cases, this must be stated explicitly in the offer.
- 1.5. The traveller reserves the right to withdraw the travel agreement within 24 hours of its formation, unless this right is excluded in the offer by use of the term "definitive booking". The term traveller in this context refers exclusively to the main booker/subscriber. The traveller is not entitled to withdraw in the event that the travel agreement is entered into within 8 weeks prior to departure.
- 1.6. Other parties that utilise Waterproof Tours in the execution phase of a travel package (so-called service providers), such as resorts or local travel organisations, could impose additional terms and agreements for the services they provide. In such cases, this will be clearly mentioned in the offer and the additional terms and agreements will be provided with the booking.
- 1.7. These terms and agreements are provided to the traveller as an attachment to the offer. The terms and agreements can also be found on the website, [www.waterproofsuriname.com](http://www.waterproofsuriname.com), and they can be sent on request.
- 1.8. In case of a group booking, the main booker/subscriber is expected to make these terms and agreements known to all members of the group. Waterproof Tours is not liable for any damage caused by a failure to comply to this information requirement.
- 1.9. If agreed upon, Waterproof Tours and the traveller can change or add to the terms and agreements. Any changes or additions are disclosed in writing and noted in the offer prior to the travel agreement.

#### **Article 2 Information provided by Waterproof Tours**

- 2.1. The travel sum must be paid in full to Waterproof Tours within 42 calendar days (6 weeks) prior to departure by the traveller. For bookings longer than 42 calendar days prior to departure, the traveller must fulfil 25% of the travel sum at the time of the booking. For bookings that take place within 42 calendar days, the travel sum must be paid in full at the time of the booking.
- 2.2. The traveller is expected to take out a travel/accident insurance and cancellation insurance at his or her own expense.
- 2.3. Waterproof Tours accepts no responsibility for general information in photos, folders, advertisements, websites and other information carriers, if these have been drawn up or published by itself or third parties.
- 2.4. The minimum number of participants in a booking only applies to adults. A child will be charged the adult price if that means the requirement for the minimum number of participants will be fulfilled.
- 2.5. The traveller him/herself is responsible for obtaining the necessary additional information from the applicable authorities with regard to passports and visa obligations, and to ascertain in good time before departure whether or not the information previously obtained has changed. This includes additional information regarding health care, such as vaccination requirements.

#### **Article 3 Information provided by the traveller**

- 3.1. The traveller must provide all information that could be of importance to the proper realisation of the travel package by Waterproof Tours regarding his or her own physical and mental condition, and regarding the capacity or composition of the party for which he/she has made the booking.
- 3.2. If the traveller does not comply with his/her obligations to provide information, this could result in said traveller(s) being excluded by Waterproof Tours from (further) participation in the travel package. In such cases, all costs associated with this will be charged to the traveller.
- 3.3. The traveller can ask Waterproof Tours to change the travel offer for medical reasons and other reasons. Waterproof Tours is not required to satisfy such a request, but if Waterproof Tours does satisfy it, the traveller must pay the costs associated with the change.
- 3.4. Minors are not allowed to make bookings through Waterproof Tours without presenting evidence that his or her parent(s) or guardian(s) have granted their permission.

#### **Article 4 Confirmation/Withdrawal by Waterproof Tours**

- 4.1. The contract is realized as a result of acceptance by the traveller of the offer of Waterproof Tours, including the terms and conditions declared applicable. After the contract is realized, the traveller will receive confirmation of this, and/or an invoice, as soon as possible.
- 4.2. Waterproof Tours is entitled to terminate the travel agreement within the period stated in the offer in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking.
- 4.3. The offer of Waterproof Tours is free of obligations and can, if necessary, be withdrawn, even after acceptance of the offer by the traveller and, as appropriate, after confirmation by Waterproof Tours. Withdrawal due to a correction of errors in the calculation of the travel sum or of other errors is permitted. The withdrawal must take place as soon as possible, in any event within 48 hours after the date of acceptance, giving reasons. In such cases, the traveller is entitled to prompt reimbursement of any amounts paid.
- 4.4. Manifest errors and/or mistakes are not binding on Waterproof Tours. Such errors and mistakes should be recognisable as such at first sight from the point of view of the average traveller.

#### **Article 5 Changes instigated by Waterproof Tours**

- 5.1. Waterproof Tours can only change the travel agreement as a result of serious circumstances, which Waterproof Tours must notify the traveller of immediately. The traveller can only reject the change if the change does cause a disadvantage to the traveller which is more than a slight inconvenience.
- 5.2. Waterproof Tours can also change an essential point in the travel agreement as a result of serious circumstances, which Waterproof Tours must notify the traveller of immediately. The traveller can refuse this change.
- 5.3. Up to ten days before commencement of the travel package, Waterproof Tours can increase the travel sum in the context of changes to the transport costs (including fuel costs, taxes and levies owed, such as airport taxes and flight surcharges). In the event of application of this provision, Waterproof Tours will indicate how the increase has been calculated. The traveller can reject the increase in cases where the increase in costs surpasses 20% of the total travel sum.
- 5.4. In the event of a change to the agreement on an essential point, Waterproof Tours will immediately make an alternative offer to the traveller, if possible. The alternative offer must be equivalent. The equivalence of alternative accommodations must be evaluated on the basis of objective standards.
- 5.5. Following a rejection as referred to in paragraphs 2 and 3, Waterproof Tours can terminate the travel agreement. The traveller will be entitled to reimbursement or remission of the travel sum, or a proportionate part of it if usage of the travel package has already partly taken place. The traveller will have the same right if he/she rightly has rejected a change which has caused a disadvantage to the traveller which is of more than slight significance.
- 5.6. A. If the cause of the change can be attributed to Waterproof Tours, the loss the traveller incurs from this will be borne by Waterproof Tours.  
B. If the cause of the change can be attributed to the traveller, the loss the traveller incurs from this will be borne by the traveller.  
C. If the cause of the change cannot be attributed to either the traveller or Waterproof Tours, both parties will bear their own losses.
- 5.7. Generally, travel packages will commence under any (weather) circumstances, excluding extreme (weather) circumstances. Cancellation of the travel package due to unsafe (weather) circumstances is generally up to Waterproof Tours. If the traveller is of the opinion that he or she must cancel (a part of) the travel package due to unsafe (weather) circumstances, the traveller will immediately notify Waterproof Tours of this decision. If there are no objective grounds for the declaration of unsafe (weather) circumstances, for example if the majority of the travellers and/or guides find the (weather) circumstances safe enough to commence the travel package, there will be no restitution of (a part of) the travel sum.

#### **Article 6 Help and assistance**

- 6.1. Depending on the circumstances, Waterproof Tours is required to provide the traveller with help and assistance if the travel package does not proceed in accordance with the expectations which the traveller could reasonably have on the grounds of the contract. The costs arising from this shall be borne by Waterproof Tours if the failure in the performance of the contract is attributable to Waterproof Tours. In the event that the cause is attributable to the traveller, Waterproof Tours is only required to provide help and assistance in as much as this can reasonably be expected of it. In such cases, the costs will be borne by the traveller. In the event that the cause cannot be attributed to either party, both parties will bear their own losses. For Waterproof Tours, these will consist, among other things, of extra staffing costs; for the traveller these will consist, among other things, of additional accommodation and repatriation costs.

#### **Article 7 Liability of travel organiser**

7.1. The liability for loss suffered by the traveller is limited to three times the travel sum unless Waterproof Tours itself is performing the service and/or in the event of intent or deliberate recklessness on the part of Waterproof Tours.

Waterproof Tours cannot exclude or limit his/her liability for loss arising from the death of or injury to the traveller.

7.2. A failure in the performance of an obligation which can be attributed to Waterproof Tours results in an obligation on Waterproof Tours to reimburse a disadvantage other than financial loss, inasmuch as this failure caused loss of travel enjoyment. This payment will be a maximum of the travel sum.

7.3. In the event that a service included under the travel agreement is subject to a Convention or an EU regulation, Waterproof Tours can invoke an exclusion or limitation of liability which is granted to or exists for a service provider as such under said convention or regulation.

7.4. Waterproof Tours is also not liable if and inasmuch as the traveller has been able to recover his/her loss under an insurance policy entered into by the traveller, such as a travel insurance and/or cancellation insurance policy.

7.5. Waterproof Tours cannot be held liable for damages incurred by limited communication, limited transportation facilities and medical aid, and the adventurous nature of the travel package. Waterproof Tours can also not be held liable for damage incurred by the traveller resulting from delays caused by third parties that are responsible for air travel and any corresponding delays, even if caused by a force majeure.

7.6. Waterproof Tours is not liable for any consequences resulting from a failure to receive the necessary vaccinations prior to the departure to Suriname. In every case, it will be the individual responsibility of the traveller to gather the required information at the appropriate authorities.

7.7. Waterproof Tours is required to adhere to every obligation stated in the travel agreement, unless fulfilment of an obligation cannot be reasonably accomplished by Waterproof Tours due to a force majeure. This includes, but is not limited to natural disasters, political unrest, strikes and extreme weather conditions.

#### **Article 8 Rights of the traveller**

##### **8.1. Substitution**

8.1.1. The traveller can request that Waterproof Tours replace him/her with another person. This is subject to the following terms and conditions:

- the other person complies with all the conditions to which the contract is subject; and
- the request is submitted no later than 7 calendar days before departure, or in good time such that the necessary actions and formalities can still be carried out; and
- the terms and conditions of the service providers involved in the fulfilment do not preclude such substitution.

In the event that the request cannot be granted, Waterproof Tours will notify the traveller to this effect, giving reasons.

8.1.2. The booking party, the traveller and the person substituting for the traveller are jointly and severally liable vis-à-vis Waterproof Tours for payment of the part of the travel sum still owed, the amendment fee and any additional costs resulting from the substitution.

##### **8.2. Travel documents**

8.2.1. After the full travel sum has been paid, but at an earliest date of three weeks prior to departure, Waterproof Tours will make the travel documents available to the traveller digitally.

8.2.2. If the traveller has not received any travel documents by the time specified by Waterproof Tours, but not later than 5 days prior to departure, he/she must notify Waterproof Tours immediately.

#### **Article 9 Termination by the traveller**

9.1. The traveller is entitled to cancel the travel agreement. Waterproof Tours has the following cancellation costs: 25% of the travel sum for up to 21 days prior to departure, 50% of the travel sum for 21 days to 15 days prior to departure, 75% of the travel sum for 15 days to 7 days prior to departure and 100% of the travel sum for cancellations within 6 days of the departure date.

9.2. A traveller who cancels the travel agreement will be required to pay these cancellation fees, unless the traveller can make a plausible case that the loss of Waterproof Tours is lower. In such cases, Waterproof Tours will charge this lower loss. The term loss refers to loss suffered and loss of profits.

9.3. Changes to the date of departure or a decrease of the number of paying participants will be registered as a (partial) cancellation. In such cases, the traveller is obliged to pay any cancellation costs or costs stemming from the date change to Waterproof Tours. The adjusted travel sum for the other participants of the travel package / group composition will still be owed.

#### **Article 10 Payment**

10.1. A traveller who has not complied with his or her financial obligations by the moment stated by Waterproof Tours (article 2.1) will be in default by operation of law.

10.2. In the event of non-payment or late payment, the traveller will be issued with a payment demand by or on behalf of Waterproof Tours, and will be given a period of one week during which still to meet his or her obligations. If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The cancellation fee will be deducted from the amounts already paid.

10.3. Payments with credit card, PayPal, or international bank transfers are subject to administration costs.

#### **Article 11 Obligations of the traveller**

11.1. The traveller is required to comply with all instructions issued by or on behalf of Waterproof Tours, and is liable for damage or loss caused by his or her actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.

11.2. A traveller who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a travel package is or could be impeded may be excluded from the travel package or the rest of the travel package by Waterproof Tours, if it cannot reasonably be expected of Waterproof Tours that the contract be complied with. The costs arising from this will be borne by the traveller.

11.3. The traveller is required to avoid or limit any loss as much as possible.

#### **Article 12 Complaints**

##### **During the travel package**

12.1. Complaints about the performance of the agreement must be notified as quickly as possible on site, so that a solution can be sought. In this context, the traveller must report – in the following sequence – to:

1. the appropriate service provider;
2. The holiday representative or, if he/she is not present or available;
3. Waterproof Tours.

12.2. In the event that the failure is not resolved, and negatively affects the quality of the travel package, this must in any event be notified immediately, in other words, without any attributable delay, to Waterproof Tours in writing.

12.3. If a failure is not resolved satisfactorily on site, Waterproof Tours will ensure that there is a possibility to record it in the form of a complaint (complaint report).

12.4. Waterproof Tours will ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the people in question.

12.5. In the event that the traveller has not complied with the obligation to register a complaint in the manner indicated by Waterproof Tours, and as a result the service provider or travel organiser have not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded.

##### **After the travel package**

12.6. If a complaint has not been resolved satisfactorily, it must be submitted in the prescribed manner, within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not gone ahead. The traveller must enclose a copy of the complaint report with this, if available.

12.7. If the complaint relates to the realization of a contract, it must be submitted to the booking office as quickly as possible, and in any event within two months of the traveler taking cognizance of the facts to which the complaint relates.

12.8. In the event that the traveller does not submit the complaint in good time, it will not be processed, unless the traveller cannot be blamed for this.

12.9. Waterproof Tours will issue a substantive response no later than one month after receipt of the complaint.

#### **Article 13 Extra information**

13.1. Travelling through Suriname is travelling through nature and culture. We ask our travellers to treat the different cultures, people and nature with respect. Waterproof Tours is connected to the Travellife organisation that aims for sustainable tourism ([www.travellife.org](http://www.travellife.org)).

13.2. Waterproof Tours protects and respects the privacy of its travellers and will use personal data exclusively for its intended purpose. Other uses of personal data, especially its sale to third parties, are explicitly excluded.

13.3. These terms and conditions, which cannot be changed by an employee, intermediary, or agent of Waterproof Tours, are exclusively subjected to Suriname legislation. Any disputes will be brought before the appropriate court in Paramaribo, Suriname.