

General Conditions

RdS Events - applicable to all trips organized in 2017-2018

APPLICATION OF CONDITIONS

RdS events ('RDS', "we", "us" and "our" – company information below in this document) accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to trip arrangements booked by the client with RDS and which RDS agrees to make, provide or perform (as applicable) as part of their contract with the client. All references in these conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. Please note, the information appearing on our website also form part of your contract with RDS. References in these conditions to such sections include the comparable sections or information on our website.

YOUR CONTRACT

The contract is between RDS and the client ("the client" and "you" in these conditions), being any person travelling or intending to travel on a trip operated by RDS including any person who is added or substituted after booking. We both agree that Belgian law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of Belgium. No employee of RDS other than a director has authority to vary or omit any of these terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

TO SECURE YOUR BOOKING

(Please refer to Clause 17 "Late Bookings")

To secure a booking, RDS must receive payment of the minimum deposit of 20% of the total trip price, per booking, (or full payment if booking within 30 days of the start of your trip or at an earlier stage for some trips). A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date. The applicable deposit will be confirmed at the time of booking. All clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or facsimile or by any other means, will be deemed to have agreed to the following four conditions:

- a) they have read and accepted our booking conditions and general information pages on the website
- b) they appreciate and accept the risks involved in adventure travel.
- c) they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the trip – if any person suffers from any medical condition or disability which will or may affect their trip arrangements, please contact us before making your booking as referred to in clause 9 below so that we can advise.
- d) the person making the booking warrants that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions.

A booking is accepted and becomes definite only from the date when RDS e-mails a confirmation invoice to the client who makes the booking or their authorised travel agent. It is at this point that a contract between RDS and the client comes into existence.

All information will be sent to you by e-mail. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone if we cannot, for whatever reason, contact you by e-mail. All e-mails should be sent to an e-mail address mentioned on the project website.

PAYMENT FOR YOUR TRIP

The balance of all monies due, including any surcharges applicable at that time, must be received by RDS or their authorised travel agent not later than 30 days before the start of your trip. For certain trips, full payment must be received at an earlier stage before the start of your trip. You will be advised at the time of booking when this is the case.

In the case of non-payment of the balance by the due date, RDS reserves the right to treat your booking as cancelled and cancellation charges will apply.

You can pay the deposit and full amount by credit card only. We accept Visa, Mastercard and paypal. Credit Card fees may be applicable. This will be mentioned during the booking process.

IF YOU have a complaint

Should the client have a complaint about any of their trip arrangements, the client must tell both the relevant supplier and RDS's representative at the time. It is only if RDS and the relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from RDS being extinguished or at least reduced. If the client's complaint cannot be resolved on trip they should notify RDS in writing within 28 days of their return from trip.

PASSPORTS, VISAS, driver's licence

Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas or driver's licence required for the whole of their journey and trip. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of RDS. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

TRAVEL AND CANCELLATION INSURANCE

Travel Insurance is mandatory for all clients whilst on a trip organised by RDS. Clients together with their personal property including baggage and rented equipment are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients not taking out RDS's specially arranged travel/cancellation insurance are responsible for ensuring that they have alternative personal travel insurance with protection for the full duration of the trip in respect of at least medical expenses, injury, death, repatriation, theft, cancellation and curtailment, with adequate and appropriate cover. Clients making their own arrangements should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in their trip. Clients should satisfy themselves that all travel insurance purchased meets their particular requirements and should arrange supplementary insurance if need be.

FORCE MAJEURE

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure". In these conditions, "force majeure" means any event which we or the supplier of the service(s) in

question could not, even with all due care, foresee or avoid. Such events may include whether actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.

OUR RESPONSIBILITY FOR YOUR TRIP

Bookings are accepted on the understanding that clients appreciate and accept the possible risks inherent in adventure travel and that they undertake the trips, treks or expeditions featured in our programme at their own volition.

(1) We promise to make sure that the trip arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of (rented) possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –
the act(s) and/or omission(s) of the client(s) affected or any member(s) of their party or
the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable or
'force majeure' as defined in clause 13 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. Any optional excursions or activities booked

during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any expenses or losses incurred by or relating to any business including self-employed loss of earnings.

COMPANY INFORMATION

RdS Events BVBA
Brabantdam 98
9000 Gent
BE 0518.932.281

www.rdsevents.be

Travel License Nr. 9689

- RDS Events is Member of VVR (association of Flemish Travel Agencies), official member of UFTAA (United Federation of Travel Agents Association)
- Insolvency insurance covered by MS Amlin
- Professional Liability insurance covered by MS Amlin

** VVR is member of UFTAA (United Federation of Travel Agents Association). With this membership, VVR exclusively represents the Belgian tourism industry worldwide.*