



GENERAL TERMS AND CONDITIONS

WADI TOURS, DRAWN UP JANUARY 2024, REVISED MAY 2026

1. IN THESE GENERAL TERMS AND CONDITIONS, THE FOLLOWING DEFINITIONS SHALL APPLY:

Wadi Tours: the tour operator Wadi Tours, established in VLEUTEN.

Participant: the person who has booked a tour with Wadi Tours, the person for whom a tour has been booked and the person who has replaced a previous participant, as referred to in Article 14 of these terms and conditions.

Main booker: the person who books a tour with Wadi Tours on behalf of 1 or more participants.

Tour agreement: the agreement whereby the tour operator undertakes to provide the participant with a pre-arranged tour offered by the participant that includes an overnight stay or period of at least 24 hours, and also at least two of the following components:

- Transportation
- accommodation
- another service not related to transport or accommodation, which forms a significant part of the journey.

Working days: the days Monday to Friday, except for recognised Dutch holidays.

2. TERMS AND CONDITIONS

These general terms and conditions apply to every participant in the tours of Wadi Tours. Each participant must agree to these terms and conditions when booking. Deviation from these general terms and conditions can only take place by written confirmation from Wadi Tours.

3. CONCLUSION OF THE AGREEMENT AND PERFORMANCE

a. The agreement is concluded by the participant's acceptance of Wadi Tours' offer. After the conclusion of agreement, the participant will receive a confirmation by email, possibly an invoice.

b. The offer of Wadi Tours is without obligation and can be revoked by them if necessary. Withdrawal must be made as soon as possible, but no later than 5 working days after acceptance, stating reasons. Revocation due to correction of errors in the calculation of the travel sum is permitted; withdrawal due to increase in the travel price must meet the requirements of Articles 6 and 17.

c. The person who enters into an agreement on behalf of another person (the main booker) provides Wadi Tours with all information about him-/herself and the participants registered by him/her, that may be important for the conclusion or execution of the agreement before or at the latest at the conclusion of the agreement.

The main booker also mentions details about accompanying participants that may be important for the proper execution of the tour by Wadi Tours. If the main booker fails to comply with this obligation to provide information and this results in these participant(s) being excluded by the tour operator from (further) participation in the tour, in accordance with the provisions of Articles 18c and 18e, the costs referred to in that article will be charged to the applicant.

After returning from the tour, the participant can submit a request to Wadi Tours to remove his/her identity details from the administration.

d. Wadi Tours assumes that a participant is sufficiently able to participate in the tour/program. The participant is responsible for this and participation is entirely and solely on the responsibility of the participant.

e. The main booker is jointly and severally liable for all obligations arising from the agreement.

f. All traffic (including payment transactions) between the participant(s) on the one hand and the travel organization on the other hand goes exclusively through the main booker.

g. If, in case of a journey that include transport, the duration of the journey and stay is stated in days in the publication, the days of departure and arrival, regardless of the departure and arrival time, are counted as whole days. In some cases, this can lead to the actual stay at the destination being fewer days than stated in the publication.

h. Wadi Tours is not responsible for general information in photos, leaflets, advertisements, websites and other information carriers, insofar as they are drawn up or published under the responsibility of third parties.

4. CORRESPONDENCE

All correspondence between Wadi Tours and the participant, such as booking confirmation, travel documents, etc., will be sent by email to the email address provided by the participant when booking. The participant is fully responsible for ensuring that email is received by correctly setting up any spam filters. The participant can never invoke an email that has not been received if Wadi Tours can prove that it has been sent.

5. EXCURSIONS

a. If Wadi Tours is unable to provide for an excursion included in the travel sum, a comparable alternative will be offered. Exceptions to this are excursions that have to be cancelled due to bad weather conditions or in the event of calamities such as earthquakes, floods, terrorist actions, etc.

b. The participant is entirely responsible for always being present on time at the pre-indicated times for participation in an excursion. Missing out on or not being able to participate in an excursion due to late arrival of the participant is never a reason for refund.

c. Excursions not organized by Wadi Tours are not subject to any responsibility and accountability of Wadi Tours.

6. TRAVEL PRICE

a. All amounts mentioned in publications are per person and include VAT, unless explicitly stated otherwise. What is included in the travel sum is explicitly stated per tour. These prices are per person.

b. The published travel sum is based on the prices, exchange rates, levies and taxes, as these were known by Wadi Tours at the time of publication.

c. In the event of an increase in tax or levies due and/or extreme increase in transport costs, Wadi Tours can increase the travel sum up to 20 days before departure after booking.

d. The participant has the right to reject an increase in the travel sum as described above. The participant must make this known to Wadi Tours within 3 working days after the imposition of the increase. In that case, Wadi Tours has the right to cancel the tour for the participant in question. All payments already made will be refunded immediately.

e. Wadi Tours will make every effort to inform the participant of an increase in the travel sum. If the participant does not respond to the increase within 3 working days, it will be considered as an agreement.

f. The travel sum never includes:

1. Personal expenses
2. Travel and cancellation insurance
3. Excursions booked on site
4. Non-Program Meals
5. Gratuities for driver, guide, and tour leader

7. STAY

- a. The participant will stay in the accommodation(s) as described in the itinerary description.
- b. The participant is obliged to comply with all the rules that apply in the accommodation during his stay.
- c. Due to unforeseen circumstances, it is possible that the accommodation offered is not available. A similar accommodation will then be used. All additional costs arising from this are for the account of Wadi Tours.

8. PAYMENT

- a. The deposit for tours is 25% of the total travel sum. This amount must be received by Wadi Tours immediately after having received a booking confirmation, but no later than within 5 working days.
- b. The remainder of the travel sum must be in the possession of Wadi Tours no later than 7 weeks before start of the tour.
- c. When registering within 7 weeks before start of the tour, the full travel sum must be paid immediately in one go within 48 hours of booking.
- d. The participant is fully responsible for Wadi Tours's timely receipt of the travel sum. In the event of late receipt of the deposit and/or the remaining payment, the participant is in default. In this case, Wadi Tours will send a payment reminder to the participant. The participant still has the option of paying the amount due within 48 hours. If payment is still not made, the travel agreement is deemed to have been cancelled on the day of default. Wadi Tours will charge the cancellation costs due in accordance to the cancellation conditions included in these general terms and conditions in article 13.
- e. When sending a payment reminder, the legally determined reminder costs will be charged.
- f. The participant who does not meet the payment obligations on time owes statutory interest on the amount due from the day of default. Furthermore, any collection costs will be borne by the participant.
- g. If payment of the amount due is not made even after a reminder, Wadi Tours will hand over the collection to a collection agency. All costs arising from this will be borne by the participant.

9. EXTRA'S BOOKED ON SITE

All extras not included in the travel price booked on site, such as excursions, as well as personal expenses that are made in the accommodation by the participant must be paid on the spot. Payment afterwards is not possible under any circumstances.

10. TRAVEL DOCUMENTS

- a. Each participant must be in possession of a valid passport. The passport must be valid for at least 6 months upon arrival at the destination.
- b. Each participant is responsible for complying with the regulations applicable in the country of destination, such as visa or vaccination certificates. If this obligation is not met, any consequences thereof will be entirely at the expense of the participant.
- c. The participant is entirely responsible for having the correct travel documents.

11. INSURANCE

- a. Each participant is responsible for taking out a travel and/or cancellation insurance.
- b. The participant is entirely responsible for checking the coverage of insurance.
- c. All costs arising from the lack of travel and cancellation insurance are fully borne by the participant.

12. TRAVEL INFORMATION - DOCUMENTS

No later than 5 working days before departure, the participant will receive all necessary travel information by email, at the email address provided when booking. When booking for multiple people, the travel information is sent to the main booker.

When booking within 7 days before departure, the participant will receive all travel information by email as soon as the payment of the full travel sum has been received by Wadi Tours. If the payment is received by Wadi Tours late, so that it is no longer possible to send the travel documents in time, all resulting consequences are for the account of the participant.

13. CANCELLATION AND REBOOKING BY PARTICIPANT

- a. Cancelling a tour can only be done by email, with the date email being the cancellation date. Other forms of cancellation will not be accepted. Wadi Tours confirms the cancellation of the participant within 48 hours, otherwise it can be assumed that the cancellation has not been received by Wadi Tours.

b. The participant is fully responsible for the correct receipt of the cancellation by Wadi Tours. If Wadi Tours has not received the cancellation by email, Wadi Tours cannot be blamed.

c. After making the booking, cancellation free of charge is no longer possible.

In case of cancellation up to 8 weeks before the start of the tour: 25% of the travel sum;

In case of cancellation up to 6 weeks before the start of the tour: 50% of the travel sum;

In case of cancellation up to 4 weeks before the start of the tour: 75% of the travel sum;

In case of cancellation from 14 working days before the start of the tour: 100% of the travel sum.

14. SUBSTITUTION

a. In good time before the start of the tour, the participant can be replaced by someone else. The following conditions apply:

1. the other person meets all the conditions attached to the agreement, and
2. the application must be submitted no later than 7 working days before departure, or in sufficient time for the necessary actions and formalities to be carried out, and
3. the service providers involved in the implementation do not oppose that substitution

b. The main booker/participant and the person who replaces him are jointly and severally liable to the tour operator for the payment of the remaining part of the travel sum and any additional costs caused by the replacement.

c. A standard € 25.00 change fee will be charged for this change.

15. CHANGES BY WADI TOURS

a. Wadi Tours reserves the right to change the travel agreement on an essential point if there are serious circumstances for this. These circumstances will be communicated to the participant.

b. If the participant wants to cancel the tour as a result of this change, this can be done free of charge. The participant must inform Wadi Tours of the cancellation within 3 working days of receipt of the change.

c. If the participant does not respond within 3 working days, Wadi Tours will consider the change as an agreement.

d. Wadi Tours reserves the right to continue to change the travel agreement if there are serious circumstances to do so. These circumstances will be communicated to the participant.

e. In that case, the participant can only cancel the tour free of charge if the change entails a significant disadvantage. The participant must inform Wadi Tours of the cancellation within 3 working days of receipt of the change, stating the reasons.

16. ACCOUNTABILITY OF WADI TOURS

a. Wadi Tours is liable to the participant for the proper execution of the obligations arising from the travel agreement, regardless of whether these obligations are carried out by Wadi Tours itself or by other service providers engaged by Wadi Tours. However, this must be done with due observance of what is stated in these general terms and conditions.

b. Wadi Tours is not obliged to compensate any damage in the event that the shortcoming in compliance is not attributable to Wadi Tours nor to the person whose assistance was used during the execution, because:

1. the shortcoming in the performance is attributable to the participant
2. the shortcoming in the performance could not be foreseen or could not be remedied because it is attributable to a third party who is not involved in the provision of the service included in the tour
3. the shortcoming in the performance of the agreement is due to an event that could not be foreseen or remedied by Wadi Tours or the person whose assistance he uses in the execution of the agreement, with due observance of all possible care
4. the failure in the performance of the agreement is due to force majeure, this includes 'abnormal and unforeseeable circumstances that are beyond the control of the person who invokes them and the consequences of which could not have been avoided despite all precautions, including earthquakes, floods, terrorist acts, etc.'

c. The damage that Wadi Tours owes the participant will never amount to more than one time the travel sum paid by the participant.

d. Wadi Tours is not liable for any direct and/or indirect damage during and/or after participation in one of the tours, due to whatever cause caused to the property of the participant and/or the participant himself, unless there is intent or serious negligence on the part of Wadi Tours.

17. WARRANTY ARRANGEMENT

Every travel organization is legally obliged to have a guarantee scheme. Wadi Tours is affiliated with GGTO (Guarantee Scheme for Specialized Tour Operators) for this purpose. The GGTO Foundation guarantees that the already paid part of the travel sum will be refunded to the traveler if the tour operator becomes financially insolvent. This can be before departure but also during the stay on location. In addition, the GGTO Foundation guarantees the return journey during the stay if the tour operator, due to financial insolvency, can no longer take

care of this. The tour operator will charge a fixed amount of € 9.00 per person for this guarantee. This amount is used to build up and maintain the guarantee fund.

18. ACCOUNTABILITY OF THE PARTICIPANT

- a. The participant is obliged to comply with all instructions of Wadi Tours to promote the proper execution of the tour and is therefore liable for damage caused by unauthorized behavior, at the discretion of the behavior of a correct holidaymaker.
- b. The participant is obliged to adhere to the local house rules of the accommodation and locations where the participant is staying at all times during the tour.
- c. A participant who causes such nuisance or trouble, as a result of which the proper execution of a tour is strongly prevented, can be excluded from (further progress of) the tour by Wadi Tours. Any resulting costs will be borne by the participant. Reimbursement of the travel sum or part thereof is not possible.
- d. The participant is obliged to ensure that all payment obligations can be met on the spot, such as extras booked on the spot, personal expenses, etc.
- e. When Wadi Tours finds that a participant does not comply with the local laws and customs, it has the right to exclude the participant from (further) participation in the tour. Any resulting costs will be borne in full by the participant. Reimbursement of the travel sum or part thereof is not possible.
- g. In the event of theft and/or violence, Wadi Tours will always report it to the local police and/or government.

19. COMPLAINTS

Despite all attempts by Wadi Tours to make the participant as comfortable as possible, it is possible that someone believes they have a justified complaint. This complaint must in the first instance be reported to Wadi Tours or its representative on site at the time the complaint arises. Wadi Tours and/or the person whose assistance is used in the execution of the agreement will always try to resolve the complaint on the spot. If the complaint is not handled satisfactorily, it must be submitted to Wadi Tours by email and motivated within 1 month after the end of the tour. Complaints that have not first been submitted to the tour guide/representative of Wadi Tours on site or that have not been reported during the tour will not be processed.

20. UNFORESEEN CASES

In cases not provided for in these general terms and conditions, the management of Wadi Tours decides. Taking into account the law and customs applicable locally and using reasonableness and fairness.

23. GOVERNING LAW

Dutch law applies to the travel agreement and its consequences. Disputes arising from or related to the travel agreement will be submitted to the competent Dutch court.

Name of main booker/participant:

Place, Date:

Signature for agreement:
