

Africa Cycling uses the STO Garant scheme.



## *Guarantee terms of Africa Cycling VOF*

The combination of travel services offered to you constitutes a travel package within the meaning of the Package Travel Directive (EU) 2015/2302. This means that you are entitled to make claims under all EU legislation applying to travel packages.

In order to meet its statutory obligation to provide a guarantee, Africa Cycling VOF (Africa Cycling hereafter) uses STO Garant for all travel packages. STO Garant is a recognized guarantee scheme. It consists of an escrow account in which your payment is held until your trip has come to an end. As the traveler, you do not pay Africa Cycling but instead pay the booking sum into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment service provider registered with the Dutch Central Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). Stichting Derdengelden Certo Escrow processes all payments on behalf of STO Garant.

The booking payment is released to Africa Cycling by the escrow account the day after your trip has come to an end. If AC files for bankruptcy or is granted a suspension of payments before your trip comes to an end, the booking sum will be released to Stichting Take Over (STO). Depending on the situation, STO will then ensure that the booking sum is refunded to you, that you are able to continue on your trip, or that you are able to travel to the final destination on your journey.

Africa Cycling has therefore protected itself against insolvency through STO Garant. If services are not provided by Africa Cycling due to insolvency, travelers can contact STO Garant, which has its offices at Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to [info@sto-garant.nl](mailto:info@sto-garant.nl) or by calling +31 (0)85 13 02 943.

## **Procedure**

You will receive an email from STO Garant ([info@sto-garant.nl](mailto:info@sto-garant.nl)) containing information about how you can pay for your booking. The full booking sum must be paid into the escrow account before the trip commences. This applies to all bookings.

## *General travel and payment terms*

Immediately after the booking you will automatically receive an email with the booking confirmation. Subsequently, you will receive our invoice for the full fare within three working days, stating the 20% deposit, which must be paid immediately. Six weeks before departure you will receive a reminder for payment of the remaining travel sum, which must be received 35 days before the start date of your bike tour on the escrow account of Certo Escrow.

As a traveler you are obliged to disclose all relevant personal circumstances at the time of booking that may affect the performance of the trip. For example illnesses, disabilities, allergies, general condition and any desired or necessary diets. It is important that you read the detailed travel information before you book the trip, as this is also part of the travel agreement. Travel terms, the travel information, and the route descriptions can be downloaded from: [africacycling.com](http://africacycling.com). You can also request travel information from Africa Cycling, by telephone or via email.

### **1. Cancellation of the journey by the traveler.**

Cancellation of the trip by the traveler must immediately be made known to Africa Cycling by telephone. The cancellation must then be confirmed in writing by email and / or mail to Africa Cycling by the traveler.

If you cancel a trip, there are the following costs:

- Cancellation up to 28 days before the travel date: 20% of the travel sum.
- Cancellation from 28 days before the travel date: 100% of the travel sum.

NB 1: If you book an airline ticket, please take into account the cancellation policy of the airline. Their terms of cancellation may be different when compared to the conditions that Africa Cycling applies.

## **2. Cancellation of the trip by Africa Cycling.**

Depending on the conditions for minimum participation, the trip can be canceled by Africa Cycling. For our journeys we use a minimum number of participants of 4 for the final continuation of the journey. In principle Africa Cycling always strives not to cancel the trip. Africa Cycling may be compelled to cancel a trip if there are circumstances that may affect the quality, performance or safety during the trip. In the event of cancellation of a trip, Africa Cycling commits itself to inform the traveler immediately with a statement of reasons. If Africa Cycling, in the event of cancellation in connection with weighty circumstances, offers the traveler a suitable alternative and the traveler does not accept this offer, then the traveler is entitled to a refund or remission of the travel sum, or if the trip is already in part enjoyed a proportionate part thereof.

## **3. Reservation of changes.**

Africa Cycling reserves the right to adjust the prices of the offered trips up to 20 days before the start of the trip in connection with changes in the transportation costs including fuel costs, the fees due or the applicable exchange rates. Furthermore, there is always the possibility that the travel routes have to be changed or that other changes take place during the course of the year which mean that the planned travel program can not be carried out. Local conditions and the adventurous nature of the trips may result in small or large adjustments to be made to the travel program and / or travel route before or during the trip. Africa Cycling undertakes to minimize any adverse effects on the traveler and to look for alternatives that keep the nature of the original program intact as much as possible.

In the case of changes prior to departure, the traveler is immediately informed, stating reasons. Furthermore, the traveler is also expected to inform himself in all cases of the local circumstances in general. In principle, changes do not affect the fare, except for changes to the fare in connection with transport costs. The traveler can reject changes to essential points in the travel agreement. If the change concerns one or more non-essential points, the traveler can only reject the change if the change is to the detriment of more than minor significance. In case of a rejection, Africa Cycling can cancel the travel agreement with the traveler, whereby the cancellation conditions apply.

## **4. Exclusion and limitations of liability.**

Insofar as the applicable Law, treaty or regulation permits, Africa Cycling's liability for damage suffered or to be suffered by the traveler is limited to an amount equal to three times the travel sum, unless the damage is the result of deliberate or reckless action from Africa Cycling.

## **5. Complaints scheme.**

A traveler's complaint, which has not been resolved satisfactorily during the trip, must be submitted to Africa Cycling within one month after the end of the trip in writing and with motivation. If the trip has not been able to continue, the one-month period starts on the original departure date of the trip. Africa Cycling does not deal with the traveler's complaint if the traveler has not submitted the complaint in time.

## **6. Insurance obligation and travel and cancellation insurance.**

A travel insurance is required for participation in a tour or safari which is booked via Africa Cycling. In addition to travel insurance, it is advisable to take out cancellation insurance, but this is not mandatory for participation. A cancellation insurance usually has to be taken out within 7 days after booking the trip. Always ask your insurance company in advance about the conditions and coverage of the insurance. When booking, it is important to pass on the details of your travel insurance to Africa Cycling in connection with any emergencies or incidents that may occur during the trip. Always take a copy of your policy and the pass with emergency number (s) during the trip.

#### **7. In case of emergency.**

Always contact the alarm center of your own insurance company. You can also call Africa Cycling in the Netherlands +31 (0) 24 84 89 416 from mobile +31 (0) 6 45 11 43 45.

#### **8. Complaints.**

Any complaints about the execution of the travel agreement should be, as far as possible, submitted in writing to Africa Cycling or its representative.