

# Additional Terms and Conditions Sapa Pana Travel

These supplementary travel and booking terms apply in addition to the ANVR Travelers' Terms and Conditions (effective as of July 1, 2018) to all legal relationships between the parties, including those resulting from agreements concluded between the parties. In case of a conflict between the content of an agreement and applicable terms, the provisions in the agreement will prevail. If these supplementary travel and booking terms conflict with the ANVR terms, the supplementary terms will take precedence.

### **Definitions in These Supplementary Travel Terms:**

Tour Operator: Sapa Pana Travel

Traveler:

- a. The counterparty of the tour operator, or
- b. The person on whose behalf the trip has been booked and who has accepted this arrangement, or
- c. The person to whom the legal relationship with the tour operator has been transferred in accordance with Article 8.1 of the ANVR Travelers' Terms.

Working Days: Monday to Saturday, excluding public holidays.

Office Hours: Monday to Friday from 9:00 AM to 6:00 PM, excluding public holidays.

#### Article 10: Payment of the Trip

At the time of concluding the agreement, the following must be paid:

- The full payment for airline tickets as a deposit.
- 25% of the remaining travel sum

The balance must be received by the tour operator no later than eight weeks before the departure date. For agreements made within eight weeks prior to the departure date, the full travel sum must be paid immediately. Certain exceptions may apply, such as specific cruises or accommodations during peak travel seasons. These exceptional terms will be communicated before finalizing the travel agreement.

Payment Options: Payments can only be made via standard bank transfer or iDEAL. Credit card payments are accepted only upon request. If approved, transactions will be processed through Mollie Payments, with additional fees of 1.8% (Mastercard and Visa) to 2.9% (American Express) of the travel sum. These fees will be charged to the traveler by Sapa Pana Travel. Credit card payments are accepted up to a maximum amount of €10,000 per booking. You are required to notify us in writing of a credit card payment immediately upon confirming the booking.

### Article 2.2: Travel Insurance

For group trips, the tour operator requires travelers to take out travel insurance with global coverage. A travel and cancellation insurance policy is not included in the trip and must be arranged by the traveler. While travel insurance is mandatory, cancellation insurance is optional but strongly recommended.

## Article 2.5: Traveler Compliance with Destination Requirements

The traveler must ensure compliance with all travel and residency requirements of the destination country.

## Article 4.3: Group Trips – Minimum Number of Participants

The tour operator may cancel the travel agreement if the number of participants falls below the minimum requirement specified prior to booking. The cancellation deadline is 21 days before departure.

## Article 4.5: Group Trips – Tour Leadership

Tour leaders will meet the group in the destination country and accompany them locally until departure. Tour leaders will not be present during pre- or post-tours conducted individually.

### Article 5.4: Adjustment of Travel Costs

Exchange rate fluctuations may result in adjustments to the travel cost up to six weeks before departure. If applicable, these changes will be communicated in writing before finalizing the travel agreement. If the price adjustment exceeds 8% of the







travel cost, the traveler will be informed and given the option to cancel the trip at no additional cost (Article 7:508, paragraph 2 of the Dutch Civil Code).

# Article 5: Changes by the Tour Operator

Due to local circumstances, unique destinations, and the specific nature of the trips offered, the itinerary may need to be adjusted before or during the trip. Such changes will be made at no additional cost and will aim to preserve the character of the trip as much as possible. The tour operator, via the tour leader, will make final decisions regarding suitable alternatives.

#### Article 8.2.1: Travel Documents

Necessary travel documents will be provided approximately three weeks before departure, but no later than 10 calendar days before the departure date unless circumstances prevent this reasonably.

#### Article 9.2: Cancellation

Cancellations must be submitted in writing. Cancellations outside office hours will be considered on the next working day. If the traveler cancels the agreement, the following cancellation costs will apply:

- Up to the 56th day (exclusive) before departure: The deposit (as outlined in Article 10.1).
- From the 56th day (inclusive) to the 28th day (exclusive): The deposit plus 35% of the remaining travel cost.
- From the 28th day (inclusive) to the 21st day (exclusive): The deposit plus 40% of the remaining travel cost.
- From the 21st day (inclusive) to the 14th day (exclusive): The deposit plus 50% of the remaining travel cost.
- From the 14th day (inclusive) to the 5th day (exclusive): The deposit plus 75% of the remaining travel cost.
- From the 5th day (inclusive) to the day of departure: The deposit plus 90% of the remaining travel cost.
- On or after the departure date: The full travel cost.

For trips comprising different components with varied cancellation policies, supplier-specific terms apply per component.

**Partial Cancellations**: In case a traveler cancels their share of a group booking for joint accommodation, cancellation fees will apply based on their share of the travel cost. Adjustments to the remaining travel sum will follow the normal payment rules.

#### Article 11.2: Group Trips – Traveler Obligations

Travelers must follow safety and trip progression guidelines from the tour leader. Disruptive behavior affecting the group or trip execution may result in exclusion from participation without refund or compensation.

# Article 12.1: Complaints During the Trip

Complaints must be reported promptly to seek resolution. Complaints are to be communicated in the following order:

- 1. Group Tours: Report complaints to the Dutch tour leader via WhatsApp at the provided contact number immediately upon discovery.
- 2. Tailor-Made Trips: Contact the local partner, whose details, including emergency numbers, are provided in your travel documents.
- 3. If unresolved, contact the tour operator in the Netherlands as soon as possible to seek a solution. Emergency numbers are provided in the travel documents.



