



### **Purpose**

#### **Article 1**

The Stichting Calamiteitenfonds Reizen, hereinafter referred to as: the Calamiteitenfonds has undertaken toward its participants, in accordance with and within the scope of the objectives under the Articles of Association as set out below, to make payments to consumers. By entering into an agreement with the participant as referred to in Article 3 of these guarantee regulations, the consumer accepts this guarantee.

### **Definitions**

#### **Article 2**

In this guarantee scheme, the following terms are defined as stated below:

- a. Consumer: the natural person or legal person that has made a booking that is covered by the guarantee scheme.
- b. Trader: any natural person or legal entity that acts, including through another person acting on his behalf or for his account, within the framework of his commercial, business, craft or professional activity, in respect of contracts of carriage and/or accommodation, whether he acts as an organiser, retailer, trader facilitating a linked travel arrangement or travel service provider.
- c. Organiser: a trader who puts together travel packages and offers these directly or through or together with another trader, or the trader who provides the traveller's details to another trader in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- d. Retailer: trader, other than the organiser, who offers travel packages put together by the organiser, or who mediates in the sale of contracts of transport or contracts for accommodation.
- e. Participant: the trader who has concluded a valid participation agreement with the Calamiteitenfonds.
- f. Package travel agreement: agreement pertaining to the entire travel package or, if the package travel is provided on the basis of separate agreements, all agreements relating to travel services forming part of the travel package, in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- g. Linked travel arrangement: a minimum of two different types of travel service which are purchased for the same trip or holiday, which do not constitute a travel package and for which separate agreements are concluded with different travel service providers, where a trader: i) facilitates the separate selection and separate payment by the traveller of each travel service during one visit to, or contact with, his own point of sale; or ii) facilitates the purchase of at least one additional travel service from another trader in a targeted manner, provided that an agreement is concluded with the other trader at the latest within 24 hours of the confirmation of



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the booking of the first travel service, this in accordance with Title 7A of Book 7 of the Dutch Civil Code.

- h. Contract for transport: agreement regarding passenger transport, such as by bus or by boat.
- i. Contract for accommodation: a contract for accommodation which is not an essential part of passenger transport and which is not intended for habitation, such as a hotel or a holiday apartment.
- j. Booking: a package travel agreement, linked travel arrangement, contract for transport or contract for accommodation concluded with a consumer.
- k. Catastrophe: an abnormal event caused by an act of war or a natural disaster.
- l. Catastrophe Committee: independent body of the foundation that takes decisions in respect of catastrophes and situations qualifying for payment (of damages).
- m. Situation qualifying for payment (of damages): if, in the case of a catastrophe, there is danger to the person and/or property of the consumer or if the infrastructure is damaged to such an extent that the performance of its obligations arising from a booking with a consumer cannot reasonably be expected from the participant.

### **n. Payments**

#### **Article 3**

1. The foundation has the objective of making payments to or for consumers, with regard to package travel agreements, linked travel arrangements or contracts for transport or contracts for accommodation offered and concluded on the Dutch market, if these consumers suffer financial loss in the event the participant cannot or may not (fully) meet its obligations due to a catastrophe or an impending catastrophe.
2. Airline tickets and car rental which are not part of a package are not covered under this guarantee scheme.
3. The payments referred to in paragraph 1 will be made only if and insofar as:
  - a. the agreement has been concluded with a participant in the Calamiteitenfonds;
  - b. the Catastrophe Committee has determined and announced that, for the location where the agreement is to be performed, a situation qualifying for payment (of damages) exists or has existed and the travel, transport or accommodation commenced before the determination was announced;
  - c. the consumer is unable to recover damages from third parties or the participant.



4. The payments referred to in paragraph 1 will not exceed the amount paid for travel, transport or accommodation costs, if applicable increased by the additional costs of repatriation or of the modification of the trip or accommodation. Excluded from compensation are paid insurance premiums and other payments, such as policy fees, visa fees, change fees, fax and telephone costs, administrative costs, credit card fees, deposits and the consumer contribution to the Calamiteitenfonds.
5. If and insofar as entitlement to damages under the above provisions exists, the payment obligation of the Calamiteitenfonds is limited to an amount of twelve thousand and five hundred (€ 12,500) per claim for each traveller. The excess is insured by the Calamiteitenfonds on behalf of the consumer with Europeesche Verzekeringen. In the case of damage, the Calamiteitenfonds will settle the damage with Europeesche Verzekeringen on behalf of the consumer involved, notwithstanding the right of the consumer as insured party to apply directly to Europeesche Verzekeringen for payment.
6. Payments referred to in paragraph 1 are made only in the event the consumer has paid the booking in cash and/or by bank. No payments will be made for bookings made on the basis of lotteries, trading stamps, vouchers, air miles and similar bookings not fully paid with cash or by bank transfer.

### **Situation qualifying for payment (of damages)**

#### **Article 4**

1. Whether a situation qualifying for payment (of damages) as referred to in Article 2 point i. exists will be solely assessed by the Catastrophe Committee as referred to in Article 14 of the Articles of Association of the Calamiteitenfonds.
2. The consumer should – on penalty of losing his entitlement to payment – follow the determination and instructions of the Catastrophe Committee. The Calamiteitenfonds will provide notification of this as soon as possible, amongst others through the public media and/or the participant.

### **Restriction of cover**

#### **Article 5**

1. Whether a restriction of cover as referred to in Article 13 paragraph 4 of the Articles of Association should be set is solely at the discretion of the Catastrophe Committee as referred to in Article 14 of the Articles of Association of the foundation.
2. After publication of a restriction of cover, both the participant and the consumer to whose booking the restriction of cover applies are entitled to cancel the package travel agreement, contract of transport or contract of accommodation free of charge, in accordance with the provisions on cancellation without charge of the ANVR Travel Terms and Conditions.



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The consumer who does not use the option to cancel his contract will no longer be entitled to any payment as referred to in Article 2 of the Articles of Association with respect to such contract.

3. The consumer who, after the publication of a restriction of cover, concludes an agreement as referred to in Article 2 paragraph 1 of the Articles of Association, to which the restriction of cover applies, is not entitled to a guarantee from the Calamiteitenfonds.

### **Persons entitled**

#### **Article 6**

Within the limits of the above, in principle a consumer who is party to a package travel agreement, linked travel arrangement, contract for transport or contract for accommodation with a participant and who is also in possession of a booking form or invoice with the related proofs of payment will be eligible for payment by the Calamiteitenfonds.

### **Damages / payment**

#### **Article 7**

1. The financial loss of the consumer to be compensated within the meaning of Article 3 paragraph 1 – excluding all other (financial) loss – shall mean:
  - if the trip was cancelled prematurely: the possible additional costs of repatriation and the loss of the travel sum (or a corresponding part of the travel sum if the trip was taken in part);
  - if the trip is continued in modified form: the additional travel costs associated with the change, but only to the extent the modified trip is comparable to the original trip with regard to nature and price.
2. The consumer is only entitled to claim payment by the Calamiteitenfonds if the Calamiteitenfonds, within the limits of its objects and this guarantee scheme, is obliged to make a payment to or for the consumer, taking into account Article 12 and provided that the consumer has complied with the obligations referred to below.
3. The Calamiteitenfonds is not liable for damage of the consumer resulting from a determination or instructions within the meaning of Article 13 of the articles of association.
4. To the extent the damage of the consumer eligible for payment is or will be paid by the participant, the participant will be subrogated to the rights of the consumer towards the Calamiteitenfonds.



### **Obligations of the consumer**

#### **Article 8**

1. The consumer is obliged to lodge his claim against the Calamiteitenfonds no later than one month after returning from the trip under penalty of forfeiting his rights.
2. The consumer shall lodge his claim with the participant in order to claim payment.
3. If the participant unexpectedly provides no or insufficient assistance in obtaining payment, the consumer may file his claim directly with the Calamiteitenfonds.
4. Each consumer is obliged, when submitting his claim to the participant or the Calamiteitenfonds, to submit and deliver:
  1. the invoice;
  2. the related proofs of payment.
5. As long as one of the documents to be submitted and delivered based on the above is missing, the consumer will have no right to payment.

### **Mandate and power of attorney**

#### **Article 9**

The consumer is considered to have given the participant a mandate and power of attorney to do everything that is necessary in order to collect the amount to which the consumer is entitled towards the Calamiteitenfonds pursuant to its guarantee.

### **Recourse and assignment**

#### **Article 10**

1. In the event that the Calamiteitenfonds makes payments to or on behalf of the consumer on account of obligations for which, pursuant to the Articles of Association and regulations and/or the booking, the participant is liable towards the consumer, the Calamiteitenfonds will have recourse against the participant and the consumer will cooperate in the assignment to the Calamiteitenfonds of his rights towards the participant to the amount of the aforementioned payments by the Calamiteitenfonds.
2. The consumer is obliged upon request of the Calamiteitenfonds to sign a deed of assignment with respect to the aforementioned rights in accordance with the model determined by the Calamiteitenfonds.
3. As long as the consumer fails to comply with the obligation set out in the preceding paragraph, the consumer is not entitled to payment.



### **Instructions**

#### **Article 11**

The consumer is obliged to follow the instructions given by the Calamiteitenfonds in respect of lodging the claim.

### **Performance by the Calamiteitenfonds**

#### **Article 12**

The Calamiteitenfonds reserves the right to, where appropriate, take charge of the repatriation or to modify the trip, in which case the agreed terms of the participant shall continue to apply.

### **Modification**

#### **Article 13**

1. The Calamiteitenfonds is entitled to modify this guarantee scheme following approval from the supervisory board.
2. The guarantee scheme which was valid at the time of the booking shall be binding.

### **Concluding provision**

1. In all cases not provided for by law, the Articles of Association or regulations, the executive board will decide.
2. The law of the Netherlands applies to this guarantee scheme.
3. All other disputes arising from this guarantee scheme will be settled exclusively by the Rotterdam District Court.

Adopted by the executive board after approval by the supervisory board in its meeting of 8 May 2018. This guarantee scheme shall be valid from 1 July 2018.

Stichting Calamiteitenfonds Reizen P.O. Box 4040, 3006 AA Rotterdam, The Netherlands. Filed with the Rotterdam District Court, and with the Rotterdam Chamber of Commerce.

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### **Disclaimer for translation errors**

The official language of the Calamiteitenfonds is Dutch. The translation of this guarantee scheme was prepared with the utmost care. However, the Calamiteitenfonds does not accept any liability for errors or omissions in this translation or the direct or indirect consequences of acting or failing to act based on this translation. It is not possible to derive any rights, of whatever nature, based on this translation.

In the event of any discrepancy between the Dutch text and the English translation, the Dutch text shall be binding.