

#### BLUE BIRD TRAVEL B.V. GENERAL TERMS AND CONDITIONS

# **Company Information**

The travel agency is Blue Bird Travel B.V. Netherlands, hereinafter referred to as "BLUE BIRD". Licensed in The Netherlands. Company Address: Cruquiuskade 251, 1018 AM, Amsterdam, The Netherlands

Company name: Blue Bird Travel B.V. The Netherlands

Address: 251 Cruquiuskade Postcode: 1018 AM Amsterdam

Chamber of Commerce (Chamber of Commerce number): 89764684

Phone: 0882042002

Bank account number: NL53RABO 0344173046

Website: www.bluebirdtravel.nl Email: info@bluebirdtravel.nl

By booking a tour with the above-mentioned travel agency, you agree to the Terms and Conditions ("GTC") below.

For your own information and protection, please take the time to read the following terms and conditions carefully. It is your responsibility to ensure that you have read and understood the various terms and conditions associated with your contract before making a booking.

## Our agreement with you

The customer must be 18 years or older. The first person on the booking confirmation is ultimately responsible for the settlement and payment of the entire booking. Furthermore, all communication about the booking also takes place via the customer.

BLUE BIRD acts as an intermediary or "booking agent" for products and services not provided directly by us (air travel, hotel, car rental, tours, meals and/or other services mentioned in your itinerary or confirmation) and we look forward to the ability to act as your booking agent for your travel needs.

These general terms and conditions ("GTC") describe what you can legally expect from us if you purchase travel-related services through us, in addition to your obligations as a customer. The terms "we", "us", "our", "tour operator", "booking agent", and "BLUE BIRD" refer to Blue Bird Travel B.V. The Netherlands. The terms "you", "your", "booker", and "customer" refer to the customer who visits our website, books a reservation through us or otherwise uses our



services; this includes the first named person on the booking and any person on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We sell a variety of travel-related products from various suppliers and service providers ("Suppliers"). Each supplier will have their own terms and conditions that apply to your specific arrangements, in addition to our terms and conditions, and you should ensure you understand these.

All airline tickets are subject to additional price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. BLUE BIRD may charge you additional amounts to compensate for higher fees, fuel surcharges, taxes, and fluctuations in the currency markets or a combination thereof. By accepting these Terms and Conditions, you hereby agree to any post-purchase price increases and authorize BLUE BIRD to charge any such additional amounts to the credit card on file.

When you make a booking you warrant that you have the authority to accept the terms of these booking conditions and will do so on behalf of your party.

BLUE BIRD always acts as a booking agent on behalf of the provider(s) involved in your booking. As a booking agent, the company's role is to ensure that all trip components/services booked are as agreed with you at the time of booking. If those parts/services deviate from what has been agreed because the supplier(s) cannot fulfill the agreement, BLUE BIRD will open a communication dialogue between the supplier(s) in question and the customer, and BLUE BIRD will not be liable for any compensation claims. In this context, BLUE BIRD cannot be held responsible for any changes imposed by the suppliers, nor liable for any omissions/errors, unless the latter are the result of our negligence. Ultimately, the customer will enter into a commercial relationship with BLUE BIRD, which will be limited solely to the above-mentioned role of the company as booking agent or advertised retail agent, as well as with the various suppliers involved who will have the responsibility to provide the services/products currently available of reservation are advertised to be fully delivered.

We are not responsible for the acts or omissions of the suppliers or for their inability to maintain their own schedules, provide services or refunds, financial defaults, or failure to honor future travel credits. We have no special knowledge as to the financial condition of the suppliers and are not liable for recommending a travel credit in lieu of a refund.

All legal disputes fall under the jurisdiction of the Netherlands.



### Travel documents, visa requirements and vaccinations

You are responsible for taking the correct travel documents with you. You must always be in possession of a valid passport. A driver's license is NOT a travel document!

Therefore check whether:

- You have your travel document (passport) with you.
- Your travel document is still valid.
- Your travel document has not yet been reported as missing.

Please make sure that you have the travel documents with you that are up to date and not reported as missing. You cannot travel with a travel document that has been reported as missing

You agree to review your itinerary and other travel documents for accuracy and to notify us immediately of any problems. The names on your documents must match your government-issued ID.

Some nationalities may require a visa when traveling. It is your responsibility to comply with passport/ID card, visa and other immigration requirements applicable to your itinerary. You must confirm this with the relevant embassies and/or consulates. We accept no responsibility in the event that you are unable to travel because you do not meet such requirements.

Vaccinations may be required for some or all of the places you plan to visit. It is your responsibility to ensure that you have arranged any necessary vaccinations for your itinerary or special safety requests.

### **Bookings**

You can reserve the package of your choice by telephone, e-mail or via our website. Bookings are processed based on availability.

We reserve your request for a maximum 3 days from the date of your first request. If payment is not received within the timeframe stated in the payment terms, the itinerary you requested may no longer be available. We are not liable for the inability to fulfill the requested itinerary.

When you book with several people at the same time, you form a group. The address of the main booker then serves as a correspondence address and they will also receive the booking confirmation. The main booker is also liable for the entire payment. The moment you pay, we immediately consider this as a definitive reservation. Within 5 days after booking you will receive a confirmation of the booking, stating the reservation including the travel price.



# **Terms of payment**

To guarantee your departure to the destination, you must pay the full amount 1 month before departure. The payment must be made all in once.

We accept payment via iDeal, credit card, and Stripe. We do not accept payment via PayPal. Payments made with credit cards may be charged an administration fee by your credit card company.

If you do not pay your outstanding balance within 1 month of your trip, we reserve the right to cancel your booking. When you provide your payment information, you authorize us to make payment arrangements with the relevant suppliers.

The prices mentioned in the brochures, website or offers are based on the exchange rates at the time of publication. BLUE BIRD reserves the right to change the sales price due to a significant change in the exchange rate. Changes will be announced no later than 30 days before the customer's departure. If BLUE BIRD does not receive a response within 7 days of receiving this information, the price increase will be considered accepted.

If, after receipt of full payment for all initially agreed services, you request other additional services, even if this has only been agreed by email, BLUE BIRD has the right to issue an invoice for the additional services and you are obliged to fulfill all payment obligations before the end of the services provided by us, i.e. before you leave the country.

#### **Amendments**

If you wish to make a change to your booking, you must request the changes by email. Change fees apply. These amount to €15 per change. Different conditions apply to canceling the accommodation or tour. You can rebook a flight ticket up to 72 hours before departure and it costs €120 per single journey. Changing your name costs €70 per plane ticket.

#### Unforeseen circumstances

Once your trip is final, you will receive an itinerary with all the information well before departure. Changes may occur, so please ensure your phone number and other contact details are correct. Customer agrees to be easily accessible via telephone and email.



### Missed flights or tours

You must be at the airport for your flight no later than 3 hours before departure.

This also applies to your tour, you must report to the agreed location at least 15 minutes before departure.

If you are late and cannot board, you are not entitled to a refund.

Please note: BLUE BIRD is not liable for you missing your flight or tour.

# Luggage

You may take several suitcases and your hand luggage with you per person. All checked baggage is subject to additional charges. BLUE BIRD is not responsible for lost, damaged or stolen luggage or personal property. You are solely responsible for your personal property. View the insurance conditions for more information.

# Airlines and seating

We mainly fly with KLM or Tui from Europe.

Seat reservations, extra legroom, extra/overweight baggage and other upgrades incur additional charges. If you would like to add extras to your trip, please indicate this before payment.

To check in faster at the airport, we recommend that you check in with the airline online/at the counter 24 hours in advance.

#### Hotel

Information about the hotel can be found in the relevant itinerary. The hotel is final once you have received the hotel information by email. You will receive this information a few days after payment.

For large groups, the hotel may request your ID card/passport to enter your details into the system and limit waiting time upon arrival. Travelers are not required to use this service and can wait instead if they prefer.

## Layout of the room

You can indicate a preference for the layout of the rooms when booking. This is always a preference, but we cannot give any guarantee. We will do our best to accommodate your request, but the hotel will determine the final room allocation. All prices for multi-day trips are based on



bookings for 2 people in a double room. If you choose a different room layout, additional charges may apply.

A triple room is subject to availability. It is possible that, if there are no triple rooms, the hotel will put you in one double room + one single room, but the surcharge will remain unchanged.

## Tour companies and other partners

The travel companies we work with adhere to local government regulations and put your safety first at all times. They strive to give you an unforgettable experience. All vehicles are driven by well-trained, certified drivers who regularly undergo further training, so that you can count on their professional competence.

# Deviations from the excursion program

It may happen that planned excursions and/or trip components are canceled or changed due to weather conditions, traffic conditions, events, strikes, force majeure, or national and/or religious holidays. Local authorities can also close certain locations (unannounced). The tour operator cannot accept any responsibility for this. Naturally, we try to offer you the best possible alternative. Also keep in mind that banks, shops and museums are often closed on national holidays.

#### **Insurances**

Every traveler can encounter unforeseen circumstances. That is why short-term cancellation insurance, short-term accidents, and short-term travel insurance are mandatory with us.

# **Emergency number**

The tour operator's emergency number is +31 (6) 102 191 09 in Europe, +599 796 3200 in the Caribbean. This number is only available for emergencies during your trip.

## Reliability

We are not liable for the following:

- Missing, lost, damaged or stolen luggage, and other personal property
- Customer misconduct in hotels and tours
- Personal injury or other customer medical needs

Damage to accommodations, vehicle/equipment rentals and other items purchased/rented through our partners is the responsibility of the customer.



We accept no responsibility or liability for the acts or omissions of any other party not under our control, in the event of force majeure such as, unsafe conditions, terrorism, health hazards including pandemics, disease, weather hazards, strikes, natural disasters, war. If these circumstances occur during your holiday, we will help to bring forward/evacuate the return journey.

# **Travel Guarantee Fund Foundation (Netherlands Only)**

All trips on this website fall within the limits of the VZR guarantee scheme. This VZR guarantee means that the consumer is assured that his prepaid travel money will be refunded if the other party is unable to fulfill the agreed performance due to financial inability. Blue Bird Travel B.V. is affiliated with VZR. You can check this via www.vzr.nl.

#### **Errors reserved**

Even though the tour operator has put together the trips with the greatest care, errors may still occur in the texts and prices. No rights can be derived from these errors.

# Travel experience

We do everything we can to provide you with an excellent travel experience. If you are not satisfied with the execution of your trip or with our service, we would like to hear your experiences in order to find a suitable solution.

You must submit a complaint by email to info@bluebirdtravel.nl within 2 months after the end of the trip, stating: Travel experience or complaint. You will then receive an answer within 4 weeks.

### Mandatory local taxes

#### Bonaire:

For trips to Bonaire, the price of the trip includes the Stinapa Nature Fee and the Visitor Entry Tax. These are both mandatory for every tourist going to Bonaire. More information can be found on the following sites <a href="https://stinapa.bonairenaturefee.org/">https://stinapa.bonairenaturefee.org/</a>