

Terms & Conditions participants

1. Definitions

In the terms and conditions the following definitions will be used

- A. The Ghana Traveller, the travel agent: located at Nes 82, Wervershoof, The Netherlands. Registered in The Netherlands at the Chamber of Commerce (number 71315780)
- B. Justice's Brothers, the partner travel agent: located in Busua, Ghana
- C. Travel agent: talking about travel agent both The Ghana Traveller and Justice's Brothers are meant
- D. Travel agreement: the agreement between participant and the travel agent where the travel agent has to organise a group trip and the participant commits to payment of the money fee, all under the conditions as stated in these terms and conditions
- E. Tour: what is agreed on in the travel agreement
- F. Participant: everyone who joins the travel agent on the group tours in Ghana

2. Establishment travel agreement

- A. The travel agreement comes about when the participant registers for the group travel of the travel agent. After the creation the participant receives a confirmation and immediately pays the invoice
- B. After applying for the group day, the participant gets three days after booking to cancel the participation. By cancellation after three days after booking, the travel agent gives a refund of 45% of the paid fare. It is not possible to cancel the booking less than 30 days before departure
- C. The participant has to provide the travel agent all the information they need during preparing, during the trip and after the trip. The participant also provides all information the travel agent has to know to organise the best way they can
- D. Apparent errors and mistakes in the offer do not bind the travel agent
- E. The travel agent is not responsible for general information photographs, flyers, advertisements, websites and/or other media commissioned or issued by third parties. Also the travel agent is not responsible for the accuracy of completeness of information distributed through the website and/or social media channels of the travel agent

3. Payment

- A. Participants get an invoice they have to pay in 14 days
- B. If the participant didn't pay the invoice in 14 days, the travel agent is allowed to calculate cancel costs (50% of the fare) and if needed collection costs as extra costs to the total fare

4. Fare

- A. The fare is based on prices, Dutch taxes, exchange rates and fees as known by the travel agent when the fare was composed. The fee is per person.
- B. The travel agent is not allowed to change the fare, if the fare is already paid

5. Travel documents

- A. The participant must be in possession of the required valid documents, such as a passport (valid until 6 months after the end of the trip), visa required and proof of vaccinations on departure and during the trip
- B. The participant must check the general information provided by the travel in this regard for accuracy by authorities that can give a definite answer. If the above is not complied by the participant and the participant can't or can't complete the journey as a result, the costs with all the associated consequences are exclusively for the account of the participant. The participant is not entitled to a refund of the travel sum in such a case.
- C. For correct travel documents, however named, only the reporting party is responsible and liable. The participant is aware that, among other things, visa conditions in African countries can change in the short term and that the visa requirements vary per nationality. The participant is responsible to find out about requirements for their own nationality
- D. The participant must be in possession of an insurance during the trip in which at least the risk of hospital costs, doctor costs, funeral expenses and repatriation costs are covered in a responsible manner. These costs are not included the fare
- E. Prior to departure, the participant must obtain information about the current health situation in the area of travel with the competent authorities and take measures with regard to any vaccinations and prophylaxis needed
- F. The travel agent has to make the necessary travel documents available no later than 21 days or immediately after booking, provided full payment of the travel sum has taken place. Travel documents such as invitation letter and local contacts are included

6. Changes in travel schedule

- A. The travel schedule is shared with the participant before booking
- B. The travel agent is allowed to make changes in the given travel schedule as long as the total fare will be the same amount as when the participant booked the group trip. It is allowed to make changes before and during the trip
- C. The travel agent is allowed to make changes if the total amount of participants is less than 10 participants

7. Cancellation by participant

- A. The participant is allowed to cancel the trip in the first three days after booking
- B. After three days until 30 days before the start of the trip, the participant gets a refund of 45%
- C. It is not possible to cancel the trip 30 days before the start of the trip. 0% refund will be given

8. Cancellation by travel agent

- A. The travel agent has the right to terminate the travel agreement immediately if there are circumstances that are of such a nature that further commitment of the travel agent to the travel agreement can't reasonably be required
- B. If the circumstances referred to in paragraph 8.A can be attributed to the participant, the resulting damage will be for the account of the participant. If the cause of the cancellation can be attributed to the travel agent, the resulting damage will be borne by the travel agent. If the cause of the cancellation can't be attributed to the participant or to the travel agent, the parties each bear their own damage

9. Changes by travel agent

- A. Due to local conditions of the travelled areas or other circumstances may be related, the travel agent reserves the right to make changes to the journey. For example in the itinerary, location of arrival and departure, transport and stay, the times and the order in which planned excursions are carried out, or even end the trip when it is already started.
- B. In the event of such changes as mentioned in paragraph A prior to and/or during the trip, the travel agent will, if possible, offer the participant an alternative offer insofar as no additional costs are incurred for the travel agency. Thereby an attempt is made to connect as much as possible with an equivalent alternative. If an upgrade is necessary for the journey and/or activity to take place, all extra costs will be charged to the participants. In that case the travel agent will enter into consultation with the participant to ensure that the alternative matches the wishes and budget of the participant as much as possible.

10. Media

- A. The travel agent is allowed to take pictures and videos of participants to use it for the website, social media and promotion. If the participant doesn't want this, he/she should let the travel agent know at least 14 days before departure
- B. The participant is allowed to take pictures and videos (according to the "behaviour guidance" book) and share this on social media

11. Liability and force majeure

- A. The travel agent shall in any event not be liable for damage that has occurred as a result of the following conditions:
 - a. War, risk of war, state of obstruction, quarantine, riots, acts of sabotage or terrorism, demonstrations, attack, exclusion or closure of travel routes, crime, boycott actions, scarcity of goods, disruptions in means of communication, disruptions in (international) payments, changes in the travel advice issued by the Dutch Ministry of Foreign Affairs, disruptions in means of transport, delays of public means of transport
 - b. Social disruption caused by natural disasters and serious accidents
 - c. Third party errors as well as non-compliance by third parties with their obligations when these third parties are not employees of the travel agent or are not directly engaged by the travel agent in the execution of the travel agreement

- d. The liability of the travel agent for damages for which the usual travel and cancellation insurance cover is excluded. Nor is the travel agent liable for damages that are excluded under the applicable written or unwritten International Law
- e. The liability of travel agent per participant due to the death of the participant and the occurrence of physical and psychological injury, will never be higher than once the travel sum per person
- f. The liability for all other damages will never exceed 50% of the travel sum per participant
- g. The travel agent is never liable for loss of or damage to luggage and travel documents

12. Help and assistance

- A. The travel agent is obliged, depending on the circumstances, to provide assistance and assistance to the participant if the journey does not proceed in accordance with the expectations that it could reasonably have on the basis of the travel agreement
- B. If the trip does not proceed in accordance with the expectations that the participant could reasonably have on the basis of the travel contract, due to circumstances that are attributable neither to the participant nor to the travel agent, each person will bear his own damage. For the travel agent this includes the additional use of manpower: for the participant this includes extra residence and repatriation costs
- C. The participant is obliged to comply with all indications of the travel agent to promote the proper execution of the trip and is liable for damage caused by his unauthorized behaviour, to be assessed according to the standard of the behaviour of a correct participant. There will be a "behaviour guidance" document shared with participants. The travel agent is allowed to tell participant who misbehave to leave the group. The participant won't get any refund from the fare, and the extra costs won't be reimbursed by the travel agent

13. Complaints

- A. A detected shortcoming in the execution of the travel agreement must be reported to the travel agent concerned as soon as possible so that they can find a suitable solution
- B. If a complaint is not resolved, the participant must report this in writing and motivated to the travel agent within 30 days after the end of the trip. If the participant does not comply with this obligation to complain, the right to compensation will lapse
- C. If one or more stipulations in these general terms and conditions are at any time wholly or partially void or may be nullified, then the other provisions in these general terms and conditions remain fully applicable
- D. Dutch law applies to all disputes between the travel agent and the participant arising from the travel agreement