



Terms and conditions The Ghana Traveller – Tours

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. Travel agent: talking about travel agent The Ghana Traveller
- C. Travel agreement: the agreement between participant and the travel agent where the travel agent has to organise a private tour and the participant commits to payment of the money fee, all under the conditions as stated in these terms and conditions
- D. Tour: what is agreed on in the travel agreement
- E. Participant/traveller: everyone who joins the travel agent on the private tours in Ghana

2. Establishment travel agreement

- A. The travel agreement comes about when the participant registers for the private tour of the travel agent. After the creation the participant receives a confirmation and immediately pays the invoice
- B. Any offer from the travel agent is without obligation and can be withdrawn by it no later than the following working day after acceptance, stating the reasons. Revocation due to errors in the travel sum calculation are permitted
- C. After applying for the private tour, 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 14 days before departure
- D. 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
- E. The applicant is jointly and severally liable for all the obligations of the traveller(s) who fulfil the travel agreement. All communication and payment transactions between the traveller(s) and the travel agency is exclusively through the applicant. If the travel agreement is entered into by several applicants then they are all jointly and severally liable for all obligations of the traveller(s) arising from the travel agreement result
- F. Apparent errors and mistakes in the offer do not bind the travel agent
- G. 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. Customised tours

- A. Participants books a private customised tour by sending the particular form to travel agent. Participant pays a deposit of €125 when booking a customised tour.
- B. The travel agency will contact the participant about wishes and preferences



- C. Within three working days after the conversation about wishes and preferences the travel agency will offer the participant a travel itinerary (including type of accommodation, type of transportation, kind of activities etc) and quotation
- D. Participant has to accept the quotation within three working days or the tour will be cancelled without a refund of the deposit
- E. When participant doesn't accept the quotation the travel agency has to do everything they can to let participant accept a quotation
- F. If participant doesn't accept the quotation and doesn't want to book a new tour with the travel agency again they get 50€ of their deposited as a refund
- G. If participant does accept the quotation they will pay the total fare minus the deposit of €125

4. Payment customised tours

- A. Upon the conclusion of the travel agreement, a payment must be made, with an amount such as stated on the invoice, of the total agreed travel sum to be paid within 14 days
- B. Participant pays the total fare minus the deposit of 125€
- C. 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
- D. Payment can be done by Ideal or PayPal. Credit card payment is not possible
- E. Participants are responsible for their own costs for visa, vaccinations, other medicine, flight ticket and insurance. If needful the travel agent can assist, but also always contact the doctor for health advise. The travel agent isn't responsible for participants who are not informed about visa and health procedures before entering the country

5. Package tours

- A. Package tours are composed by the travel agent and have fixed travel itineraries
- B. Package tours can only be done by public transportation (travelling by renting car is only possible with customised tours)
- C. Package tours are budget tours (dorm or budget private room), if participant want luxurious accommodation he has to book a customised tour
- D. In case the participant wants to change things in the travel itinerary the package tour will turn into a customised tour (this might have consequences for the total fare)

6. Payment package tours

- A. Participants immediately pay when booking the package tour
- B. Payment can be done by Ideal or PayPal
- C. For cancellation go to 2. C

7. 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 stated on the website as



person. For the package tours if you change the amount of participants the fee will change too.

8. 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

9. Change by the traveller and replacement

- A. The traveller can request changes to the journey up to 28 days before departure. This applies to customised tours and package tours. In case of a package tour change the tour can change into a customised tour. This might have consequences for the total fare
- B. In addition to the actual costs, the travel agency is entitled to change costs of 50€ per booking and per change to be charged plus any communication costs.
- C. Before the start of the journey, the traveller can be replaced by another person provided that the other meets the conditions attached to the travel agreement and the request submitted no later than 14 days before departure. The notifier, the traveller and the person who has him replaces its joint and several liability towards the travel agency for the payment of the portion of the travel sum still owed, the changes referred to in 9. B communication costs and any additional costs resulting from the replacement.

10. Cancellation by participant

- A. If a travel agreement is cancelled, the traveller is beside possible reservation fees due the following cancellation fees:
 - a. if cancelled up to the 91st day (exclusive) before the departure day: € 150 per person and non-refundable payments to third parties;
 - b. cancellation from the 91st day (inclusive) up to the 61st day (exclusive) before the departure day: the higher amount of 20% of the travel sum or € 150 per person and non-refundable payments to third parties;



- c. cancellation from the 61st day (inclusive) up to the 31st day (exclusive) before the departure day: the higher amount of 50% of the travel sum or € 150 per person and non-refundable payments to third parties;
 - d. cancellation from the 31st day (inclusive) until the departure day or later: 100% of the travel sum.
- B. Until three days after booking the tour participant is allowed to cancel without extra fees, and gets the total refund.
- C. If the trip is composed of different parts to which different cancellation provisions apply, the specific provisions applicable to each part apply (for example, with regard to airline domestic tickets, cruises, camper rental, car rental, special services such as national parks and cultural or sporting events, a different cancellation arrangement may apply). This might increase the amounts mentioned in 10.A cancellation costs
- D. The cancellation of a travel agreement by one or more travellers who have booked together for a stay in a hotel room, apartment or other accommodation, is considered a cancellation of all travel agreements with the particular travellers, so that all travellers pay the amounts referred to in the preceding paragraphs, must be paid. The travel sum will be determined again for the remaining travellers. This can result in an additional price

11. Cancellation by the travel agent

- A. The travel agent has the right to terminate the travel agreement with immediate effect if there are circumstances that are of such a nature that the travel agent cannot be reasonably expected to remain bound by the travel agreement
- B. If the circumstances referred to in 11.A can be attributed to the traveller, the resulting damage will be borne by the traveller. If the cause of the cancellation can be attributed to the travel agent, the resulting damage will be accepted by the travel agent. If the cause of the cancellation cannot be attributed to either the traveller or the travel agent, the parties each bear their own damage.

12. Changes by the travel agent

- A. Due to local circumstances of the areas travelled or other circumstances that may be related to this, the travel agent reserves the right to make changes to the journey, for example in the itinerary, place of arrival and departure, transport and stay, the times at which and the order in which planned excursions are taking place, or even end the trip if it has already started. Other circumstances are in any case understood to mean the circumstances referred to in 12. D. Changes to travel schedules as a result of persistent bad weather conditions are also covered by this article. Changes in transport and accommodation may include the designation of a different type of means of transport or a different type of accommodation and / or other carrier. These changes are made in the manner stated in 12. B.
- B. In the event of such changes as referred to in 12. B prior to and/or during the trip, the travel agent will make an alternative offer to the traveller if possible, provided there are no additional costs for the travel agency. An attempt is made to connect as much as possible with an equivalent alternative. If an upgrade is necessary to allow the journey and/or activity to proceed (including, but not limited to): (a) converting a (night) bus to an airline ticket, or private transport or a hotel stay, (b) other and/or extra meals, (c)



relocating activities, (d) extra transfers, etc.), all additional costs will be borne by the traveller. The travel agent will in that case communicate with the traveller to ensure that the alternative is as close as possible to the wishes and budget of the traveller. If a part of the journey cannot take place due to such a circumstance (as stated in 12. A), the traveller is not entitled to a refund of any sum, to the extent that the travel agent has already incurred costs for the activity.

- C. The travel agent may also individually change the trip on a non-essential point due to circumstances of such a nature that the change may reasonably be deemed necessary. In that case, the traveller can only reject the change if the change serves him/her to a disadvantage of more than minor significance, assuming that in case of additional costs for the traveller of 5% of the total travel sum there is a disadvantage of more than minor significance
- D. The traveller must submit the new offer within 3 working days of receiving the message accept the change. This applies from 12 days before departure and during the trip a period of 24 hours (1 working day), this period is possible with regard to the travel agent be shortened to the extent reasonably necessary for the progress of the journey but only after notifying the traveller of the new period. If the new offer is not accepted within the specified period, the travel agent has the right to cancel the travel agreement with immediate effect. The travel agent must (on pain of decay) of this right within 3 working days after the expiry of the period for acceptance by the traveller. A period applies for this from 12 days before departure from 24 hours (1 working day). In that case, the traveller is entitled to a remission or refund of the travel sum (or in case the trip has already been partially enjoyed, on return of a proportional part thereof) to the extent that the travel agency can cancel (that part of) the trip free of charge, within 2 weeks.
- E. If, after the traveller(s) departs, an important part of the services covered by the travel agreement is not provided or the travel agent notices that he will not be able to provide an important part of the services, the travel agent will ensure that appropriate , alternative arrangements are made with a view to continuing the journey, on the understanding that 12 A up to and including D also apply in this case without prejudice.

13. Liability and force majeure

- A. Without prejudice to the provisions of 12, 11 and 10, the travel agent is obliged to implement the travel agreement as the traveller can reasonably expect based on the travel agreement
- B. If the journey does not proceed in accordance with the expectations referred to in 13. A, the traveller is obliged to inform the persons involved as referred to in 15 as soon as possible.
- C. If the trip does not take place in accordance with the expectations referred to in 13. A, the travel agent is obliged to compensate any damage, unless the failure to comply is not attributable to him or to the person or company whose assistance he has in the implementation of uses the travel agreement because:

- a. The shortcoming in the implementation of the travel agreement is attributable to the traveller;

or



b. The shortcoming in the implementation of the travel agreement could not have been foreseen or could not be remedied and is attributable to a third party who is not involved in the delivery of the services included in the travel;

or

c. The shortcoming in the implementation of the travel agreement is due to an event that the travel agency or the person whose assistance it uses in the implementation of the travel agreement could not foresee or remedy with due care being taken;

or

d. The failure to implement the travel agreement is due to force majeure as referred to in paragraph D of this article.

D. The travel agency will in any case not be liable for damage that arose as a result of the following circumstances:

1) 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

2) Social disruption caused by natural disasters and serious accidents

3) 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

E. 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

F. 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

G. The liability for all other damages will never exceed 50% of the travel sum per participant

H. The travel agent is never liable for loss of or damage to luggage and travel documents

14. 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

15. 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