

# ***Travel Conditions FairMail Photography Travels***

## **1. Parties**

In these travel conditions we understand with:

Tour operator: FairMail Cards B.V.'s local partners in the destination countries being the legal entities: FairMail India in India and FairMail Peru in Peru.

Travel guide: Natural person who guides the group during the trip. The travel guide is working for FairMail's local partner organisation.

Traveller: Natural person booked as a member of the FairMail trips according to article 2.

FairMail Cards B.V.: the promotional partner for the photography travels organized by the tour operators.

## **2. Booking**

Through the bookings form you can register for a FairMail trip. You can get this form by sending an email to the tour operator or by phone call. Fill in the form and send it back to the tour operator. Afterwards you will receive a confirmation of receipt with the request to do a down payment within ten days. Your booking will only be official once your down payment is received and will be regarded as a confirmation of your booking. Registrations will be handled in the order of arrival by the tour operator.

## **3. Cost of trip**

The cost of the trip as publicized by FairMail Cards B.V. on [www.fairmail.info](http://www.fairmail.info) and in the travel description is per person unless stated differently. With each destination it is stated what is included in the cost of the trip and what isn't. Check this well before booking. Generally not included are: flights, airport taxes, fuel surcharges, visa, vaccinations, insurances and own consumptions. Optional extras are: Single room surcharge, Spanish lessons and local volunteer work

## **4. Payment**

After booking you will receive the request to do a down payment of 50% of the cost of trip within 10 days. The invoice for the total travel sum will be sent within three weeks after your booking with the request to pay the remainder of the cost of trip before the first day of the month prior to the month your booked trip starts. If you haven't paid in time it means you can't go on the trip. If you haven't made the down payment it means you don't have a booking and thus can't go on the trip.

## **5. Cancellation by traveler**

If the traveler has to cancel his or her trip he or she will still have to pay the following amounts to the tour operator:

- Cancellation up to 6 weeks before departure: the complete down payment
- Cancellation between 6 and 4 weeks before departure: 50% of the total cost of the trip
- Cancellations between 4 and 2 weeks before departure: 75% of the total cost of the trip
- Cancellations within 14 days before departure: 100% of the total cost of the trip

The traveller has to notify the tour operator of the cancellation with a certified letter or by email. The date on which the tour operator receives the notification determines the establishment of the total amount that remains to be paid by the traveller despite his or her cancellations.

## **6. Changes in the cost of trip**

The tour operator remains the right to change the cost of trip if put up with unforeseen and undeniable price changes. The traveler will be notified of this news within 3 days if the trip hasn't started yet. The traveller has the right to not accept the increase in the cost of the trip. This will have to be done though within 3 working days after receiving the notification of the increase in cost of trip.

## **7. Insurances**

All travellers on FairMail's trips must have a decent travel and medical insurance, including sicknesses and accidents.

## **8. The role of the travel guide**

The tour operator's travel guides have an organizing, informing and advising task during the trip.

### **9. Travel documentation and preparations packet**

The tour operator will provide all the necessary travel documentation at the latest 10 days before start of the trip, unless it is unreasonable to demand this from the tour operator. If the trip is booked within 10 days before departure the tour operator will notify the traveller when and in which way they will receive their documentation and preparations packet.

### **10. Liabilities and accidents**

The tour operator cannot be held responsible for damage, accidents or changes in agreed upon services in any way that take place due to a natural disaster, war, long term strike, terrorist, criminal activities or any other "force majeure" incidents in, around or on the way to the travel destination. If the tour operator judges that it is irresponsible and unsafe to proceed with the trip due to the reasons mentioned above, because the Dutch authorities give a negative travel advice or any other serious reason the tour operator has the right to cancel or alter a planned activity as this is regarded as beyond the control or influence of tour operator.

Return of payment of the cost of trip is not possible in those cases. The tour operator will also not be responsible to compensate for any costs or damage in those cases. The tour operator can also not be held responsible for damage occurred due to sickness, accidents, theft etc. The costs coming forth out of these situations are the risk of the traveller and should be paid by him or her or their insurances.

### **11. Changes by the tour operator.**

- a. The tour operator has the right to change the agreed upon services on one or more points if the tour operator judges that it has become unsafe, irresponsible or impossible to fulfill the agreed upon services due to reasons mentioned in article 10 or any other serious reason.
- b. Before the start of the trip the traveler will be notified within 72 hours after the tour operator has decided to make the changes. Once the trip has started the traveller will be notified within 24 hours of any changes in the schedule or services.
- c. If the changes in services or schedule are the responsibility of the traveler he or she will have to pay for the costs of the changes.
- d. If the changes in services and schedule are the responsibility of the tour operator the damage or extra costs coming forth of the changes will be paid for by the tour operator. The tour operator's responsibility to stick to the agreed upon services is limited by the force majeure circumstances mentioned in article 10.
- e. If the cause of the changes in services and schedule are neither with the tour operator or the traveler but due to force majeure they will both pay for their own parts of extra costs and/or damages.

### **12. Exclusion**

If a traveler, in the eyes of the tour operator, does not comply with the physical or psychological requisites for a certain part of the travel program, the tour operator can decide to exclude a traveler for a part of the program under exceptional cases. If, in the eyes of the tour operator, it is necessary to exclude the traveler for the remainder of the trip the traveler will have the right of restitution of the remainder of the cost of trip minus the costs the tour operator already made. FairMail trips are only available for people of at least 15 years and older. If a traveller seriously disturbs the ongoing of the trip due to sickness or inadequate behaviour, the tour guide can decide to exclude the traveller of the remainder of the trip. The traveller is responsible for all direct and indirect extra costs resulting from this.

### **13. Liability conditions**

With these travel conditions the following liability conditions are applicable: The tour operator and travel guide can in no way be held responsible for any injury, damage, loss or other detrimental accidents. The tour operator will conduct an as safe as possible trip in coordination with local parties so the traveller will have an as safe as possible trip, but the traveller at all times remains responsible for his or her choices, acts and activities and isn't obliged to do anything. FairMail Cards B.V. in no way is responsible for wrong doing, wrong information or mistakes made by the tour operator.