

Special terms and conditions of travel agent

Special terms and conditions of YÜGEN tours. YÜGEN tours is a trademark of LaBASTi bvba, a company registered with number 0471244608, approval number 9669 and company seat at Haacht, Belgium. E-mail and Skype: hello@yugentours.com.

RIGHT OF RENUNCIATION

The following applies with regard to application of Code of Economic Law and its implementing rules:
The consumer does NOT have the right to cancel the purchase.

Article 1: Prices, availability and payments:

1. Prices normally are indicated per person, based on double occupancy in a double room, unless specified otherwise. Solo travellers pay a single supplement which is indicated on the order form. The agreed price is fixed, except for obvious oversight.
2. The services which are included and not included are indicated in the pdf-file "Important information", of which the traveller receives a copy at latest together with the order form. The price never includes, unless otherwise specified: the outward and return journey, costs for obtaining a travel passport, visa, vaccinations, insurance, personal expenses, gratuities and optional trips, meals and beverages that are not indicated as included.
3. All prices given over the phone are indications, as are the prices listed on the website. Only prices confirmed in writing on the order form and confirmation are valid.
4. If the traveller, before making a reservation, requests a deviating quotation, with regard to the standard program and the standard offered services and products, YÜGEN is free to add an extra fee, depending on the extent of the requested deviation. This fee is not related to the difference between the price of the deviating services and the price of the standard services.
5. Unless agreed otherwise, the traveller shall pay a minimum of 60% of the costs of the journey upon signing of the order form.

Article 2: Formalities

1. The traveller must take note of the information provided in the pdf-file "Important information" and must comply with all formalities.
2. The traveller shall arrange to have a valid international travel document, valid until 6 months after return from the journey and he/she shall meet any visa requirements.
3. The traveller is responsible for any vaccination requirements. As YÜGEN tours does not have any medical competence, the traveller shall consult the relevant agencies and his or her physician.
4. The traveller is required to consult his physician regarding specific personal health risks and, if necessary, report them to YÜGEN tours upon registration. YÜGEN tours cannot be held liable if the enjoyment of the journey is diminished by a personal, medical condition of which the traveller was aware, nor for damage caused to the traveller or third parties, arising due to misinformation in this regard and in view of the adventurous nature of several offered trips.
5. Travel insurance and cancellation insurance are highly recommended. For some of the offered journeys, there is a requirement for having such valid insurance policies. The traveller will have to prove that he or she has these insurance policies in place. In such cases, the traveller will be informed accordingly, either under the tab "important information" on the website, or via pdf-file via e-mail.
6. The traveller is responsible for all formalities regarding luggage and currencies. In case of non-compliance, resulting damages or additional expenses (for example for excess weight) will be at the expense of the traveller.
7. Minors must have a travel document with photo. Minors who are not accompanied by their parents, must have documents stating that they are allowed to travel on their own, and listing the dates of arrival in and departure from the country in question, as well as the address at which they will be during their vacation and their address in Belgium or the country of permanent residence.
8. Pets are not allowed, unless approved in writing by the travel agent, in view of the adventurous nature of most of the trips. If pets are exceptionally allowed, the traveller must see to all required vaccinations. YÜGEN tours cannot be held liable for the damage or trouble caused by the pet of a traveller.
9. By signing the order form, the traveller also declares to have read and understood the important information in the pdf-file. In case of non-compliance with the legal regulations of the country concerned, the resulting damage is for the account of the traveller.

Article 3: Luggage

1. The specific regulations concerning weight allowance of the luggage must be followed. Any extra costs for overweight or refusal, e.g. on safari or on domestic flights, are at the expense of the traveller.
2. The travel agent is not liable for loss of, theft of or damage to luggage. Any potential liability on the side of the transport company or accommodation shall remain intact.
3. In the event of loss of or damage to luggage, the traveller shall complete a "property irregularity report" at the "lost luggage" department at the airport. Without this document, it is impossible to obtain any reimbursement. If it concerns local transport on land, this must be reported to trip management or the local transport company and a written confirmation of this report must be requested.

Article 4: Journey duration and program

1. Any listed timetables are indicative. In all circumstances, the traveller shall take into account that these may change both before and during the journey.
2. A traveller who, at his or her initiative, deviates from the planned or proposed route or circumvents the trip manager/guide during the journey, or who is not present at any previously agreed times, or does not show timely at a departure location, is

responsible for all resulting expenses and is not entitled to refunds for services not enjoyed. Any expenses related to not re-joining the group/guide, not re-joining the group/guide timely or the group's late arrival are not reimbursable.

3. If an amendment to the program is required during the journey, resulting from factors beyond the control of the travel agent, the local organizer will look for an alternative, while taking the wishes of the travellers into account. It is the local partner who will eventually make the decision as he or she is best placed to assess any risks and alternatives. In exceptional cases, such amendments to the travel program can result in deviations from routes, excursions, accommodation and local transport relative to what had been indicated in advance. In that case, the travel agent is obliged to offer the traveller alternatives that will preserve the character of the trip as much as possible. The traveller takes note of the fact that the local partner does not speak Dutch, but does speak his mother tongue and English as a second language.

Article 5: Registration, amendment and cancelation:

1. Everyone who registers other participants is liable for compliance with the General and Special Conditions by the persons registered by him. He also ensures that they have read and understood the important information pdf-files prior to signing the order form.

2. The cancellation costs are variable according to the time of cancellation. The correct date of the cancellation is determined by the date of receipt by the organizer. All amounts are indicated per person.

3. YÜGEN tours imposes the following fees upon contract break by the traveller:

- a. Until 60 days before departure: 60% of the travel arrangement sum;
- b. Between 59 and 30 days before departure: 80% of the travel arrangement sum;
- c. Less than 30 days before departure: 100% of the travel arrangement sum.

This may be increased with additional costs or expenses already paid for visas, permits, etc.

4. In case of prepayment by the organizer of accommodation or other services, or according to the specific conditions for cruises, round trips, certain hotels, etc., the cancellation costs for these elements may be up to 100%.

5. The premiums of the cancellation insurance are not refundable.

6. If the cancellation or change is received on a Saturday, Sunday or public holiday, it is only opposable to the organizer on the first following working day.

7. In case of late payment of the balance due, the organizer, after sending a notice of default to the tenderer, has the right to cancel the package travel contract and to apply the contractual cancellation conditions.

8. Any request to change the trip, or participants, by the traveller must be requested in writing to the organizer. Changes are accepted if possible and are subject to payment of amendment fees: up to 30 days before departure: 25 euros per person, to be increased by any effective extra costs for the change in stay / transport / activities / traveller (transferal). Less than 30 days before departure: 75 euros per person, to be increased with the possible effective extra costs of the change in stay / transport / activities / traveller.

Article 6: Liability

1. The information contained in this document was prepared according to information known to us up to six months prior to its publication. If changes occur in the operation, facilities and services of the offered products, these will be communicated by the organizer immediately after having been informed.

2. The travel agent is not liable for unforeseen events, such as but not limited to, new regulations or ordinances.

3. The performance of the organizer starts and ends as indicated on the order form.

4. In view of the often adventurous character of the trip, the adequacy of services carried out by third parties in other countries has to be assessed on the basis of local customs and habits.

5. The traveller must be aware of the risks and poor or non-existent means of communication, infrastructure and medical assistance in certain regions and at certain destinations. The organizer can not be held responsible for these circumstances as this is part of the nature of the trip.

Article 7: Disputes

1. The traveller must, in an evidential manner, immediately inform the organizer of any non-conformity he experiences during the performance of the package travel contract.

2. The countervalue of services not obtained is only refunded after submission of a written certificate from the service provider concerned and in which it clearly states which services the traveller has not received.

3. In the first instance, an attempt is made to reach an amicable agreement with each other. If this attempt at mutual arrangement fails, the vzw Geschillencommissie Reizen can be asked to start a conciliation procedure.

1. Belgian law exclusively applies to all agreements.

2. Only the courts at Louvain, Belgium, are competent with regard to complaints in which the Travel Disputes Arbitration Board ("Geschillencommissie Reizen") is not competent.

Article 8: Purchase offer:

The purchase offers / information in our brochures, newsletters, on our website and social media were drawn up in good faith on the basis of data that were available at that time. They are illustrative and do not form part of the contract.

Article 9: Images, videos and reviews

1. Images and videos, obtained during a trip sold by YÜGEN tours, and obtained by either YÜGEN tours or its partners/suppliers, or a traveller, can be used for commercial purposes by YÜGEN tours, unless the traveller explicitly states in a recorded letter that the material may not be used by YÜGEN tours.

2. Reviews, feedback, recommendations, statements and the like, anonymous or accompanied by a name, as recorded on the evaluation forms or delivered by mail by the traveller after the trip, can be used by YÜGEN tours, unless the traveller explicitly states that he or she does not want that.