

TERMS AND CONDITIONS

INDARTE, TERMS AND CONDITIONS

We are Indarte and we look forward to the opportunity to travel to Scotland with you. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you travel with us, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Indarte. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

1.1 Our Agreement With You

1.1.1. Products and Suppliers

Indarte is not a travel agent but rather a programme that promotes intercultural education through a variety of methods. The Culture Tours is one of these education portals.

2. Deposits and Payment

2.1. The total price per adult is €1700 and the total price per child (aged 12-16 years old) is €1400. Any discounts must be concluded with relevant management beforehand.

2.2. Upon booking the customer must pay a deposit that is equal to 50% of the individual customer. Therefore, the deposit for 1x adult Ticket would equal €850 and the deposit for 1x child would equal €700.

2.3. If an individual is paying for a group, then deposits must be placed for each individual at 50% each.

2.4. The remainder of the payment must be paid in full 2 weeks before the Scotland Leadership and Culture Tour starts. The Scotland Leadership and Culture Tour starts 12/08/2016 therefore full payment for the Scotland Leadership and Culture Tour should be no later than the 29/07/2016 at midnight.

3.1. Documentation

3.1.1. Our general practice is to send documents to our customers electronically whenever possible. Documents must be provided for each participant of the Scotland Leadership and Culture Tour.

3.1.2. Copies of Passport information, Travel insurance, relevant health cards and documents must be provided to Indarte before departure.

3.2. Travel Insurance

3.2.1. Participants must provide their own travel insurance that should cover contents insurance.

3.2.2 Indarte takes no responsibility for any damages, destruction, theft of property during the Scotland Leadership and Culture Tour.

3.3 Passport.

3.3.1 Participants must provide Indarte with relevant Passport information for the booking of flights. All information required should be submitted electronically through the Indarte website (www.indarte.org).

3.3.2 Indarte takes no responsibility for the protection of participant's passports and if lost [passport] the participant must find their own solution, however Indarte will assist as much possible.

3.4. Relevant Health Cards and Documentation

3.4.1 Indarte will require participants to provide health documentation if required. This is to ensure Indarte is well aware of any dietary restrictions, health issues that may impact on activities.

3.4.2 All information must be provided before departure and submitted electronically through the secure Indarte website (www.indarte.org).

4. Cancellations and Changes

4.1. Indarte is allowed to cancel or amend bookings. However, we will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure. You will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available, or canceling your booked arrangements and receiving any applicable refunds. We do not guaranty that any refunds will apply.

4.2. If you have booked a flight and we are alerted to a significant schedule change by your airline before you leave, we will contact you by email to advise you of this. Please ensure that you have given your contact email address to us and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

4.3. Customers are allowed to cancel their participation of the Scotland Tour however please refer to **Article 5. Refunds** for a full description of Indarte refund policy

5. Refunds

5.1. Deposits are non-refundable unless Indarte has changed the departure and return dates and the participants disagrees with these changes and/or if Indarte has to cancel the Scotland Leadership and Culture Tour.

5.1.3. Outside the deposit the rest of the full payment is refundable up until 2 weeks before departure. The Scotland Leadership and Culture Tour starts 12/08/2016 therefore refunds of the full payment for the Scotland Leadership and Culture Tour are only applicable no later than the 29/07/2016 at midnight.

6. Your Agreement With Us

6.1. Your Acceptance of these Terms and Conditions

6.2. By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

6.3. You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

7. If You Change Your Booking

7.1. Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

7.2. Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

8. If You Cancel Your Booking

8.1. If you cancel your arrangements, you may be entitled to a partial refund up until 2 weeks before departure [29/07/2016]. This does not include deposit. Please refer to **Article 5 Refunds** with regards to Indarte refund policy. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

8.2. flight tickets cannot be refunded however this is covered with participant's deposit. We are not responsible for a Supplier's failure to pay a refund.

8.3. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

9. Important Notice Regarding Airline Reservations

9.1. If you arrive at an airline ticket or passenger check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows "OK" for the flight in question, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor. However, Indarte does not claim responsibility for any errors with regards to the Airlines.

10. If You Have A Complaint

10.1. If you have a problem during you're the Scotland Leadership and Culture Tour, please inform us immediately. If you fail to timely contact us, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error, and this may affect your rights under this Agreement.

11. Travel Documents and Destinations

11.1. It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

11.2. Prior to booking your travel, we recommend that you review any Belgian Government's prohibitions, warnings and advisories applicable to your destination. By offering travel to any

particular destination, we do not represent that travel in such destination is safe or without risk.

12. Passport, Visa and Immigration Requirements

12.1 It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

13. Travel Advice and Vaccinations

13.1 Belgian citizens should refer to the travel advice posted by the Belgian Government at http://diplomatie.belgium.be/nl/Diensten/Op_reis_in_het_buitenland/reisadviezen/ for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

14. Hazardous Materials Disclosure

14.1. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals.

14.2. There are special exceptions for small quantities of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at <http://www.vlaanderen.be/nl/mobiliteit-en-openbare-werken/lucht-en-scheepvaart/regels-over-bagage-europese-luchthavens>

14.3. Please refer to Ryanair travel policies using the following website: <https://www.ryanair.com/gb/en/useful-info/help-centre/terms-and-conditions>

15. Privacy Policy

15.1. You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our privacy policy. You represent that you have read and agree to the terms of our privacy policy, which can be found at our website.

16. Additional Terms

16.1 Warranties, Disclaimers and Limitation of Liability

16.2. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON OUR WEBSITE. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

16.3. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR CONTAINED ON OUR WEBSITE FOR ANY PURPOSE. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES THAT OUR WEBSITE, ITS SERVERS OR ANY EMAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES,

INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

16.4. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR OUR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.5. IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE SERVICE FEES YOU PAID TO US IN CONNECTION WITH SUCH TRANSACTION(S) ON THIS WEBSITE, OR (B) ONE-HUNDRED EUROS (€100.00) OR THE EQUIVALENT IN LOCAL CURRENCY.

16.6. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

17. General

17.1. We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website at www.indarte.org from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

17.2. This Agreement shall be governed by the laws of the Belgian State without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal or

unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired.