

Terms and Conditions

This Document sets out the general terms and conditions of Napoon BV, a company incorporated under the laws of The Netherlands, registered with the Dutch chamber of commerce. These terms and conditions apply to all services from NAPOON BV. Please ensure that you read this document in full before booking.

Article 1 The nature of this agreement

1.1. NAPOON BV acts as a disclosed agent for other companies (suppliers). NAPOON BV's primary function is to sell services (e.g. activities) on behalf of other companies. NAPOON BV does not have the authority to bind suppliers. NAPOON BV does not alter or provide any of these services 'in-house'.

1.2. This means that the contract for the services will always be between you and the supplier. Supplier may use other suppliers if necessary. In most cases, this will mean that there will be more terms and conditions, in addition to these, that govern your contract as each supplier will have their own terms and conditions. You must read and agree to each supplier's terms and conditions before making any booking. Making a booking through NAPOON BV will be taken as evidence that you have read and agreed to all suppliers' terms and conditions.

1.3. This means that NAPOON BV will have no contractual liability to you in respect of the product or service provided to you. If you are not happy with the service (e.g. activities), then you must seek relief from the company that provided the service. NAPOON BV is not liable for any damage, loss or injury of client and her belongings as a result of the services provided by the supplier.

1.4. By making a booking on behalf of other people, you guarantee that you have the authority to act on behalf of the other members of your crew and that each of the crewmembers has read and agreed to all relevant terms and conditions.

Article 2 Booking procedure

2.1. To make a booking, you should contact us and complete a form with relevant information about you and your adventure wishes. You are obliged to provide all information that may be of interest for a correct execution of the adventure. We will issue an offer based on your information. When the offer is approved and signed, the booking is final.

Article 3 Payments

3.1. You will pay the supplier the gross sum owed as specified in your booking confirmation. This includes the direct cost of the services provided by the supplier(s) (including NAPOON BV's commission).

3.2. It is your responsibility to check the payment dates and ensure that your payments have been made in accordance with the Terms and Conditions as provided by the supplier. Any delays in making a payment may result in your booking being cancelled by the supplier without refund. If you are likely to be unable to make a payment on time you should contact NAPOON BV as soon as possible to request an extension to the relevant payment deadline. If such an extension is agreed, NAPOON BV will communicate this to you in writing.

Article 4 Change of customer

4.1. If you, or any person on behalf of whom you are booking, is unable or no longer wishes to participate in the services booked, then supplier may agree to a substitute customer being added to the

booking. You should notify NAPOON BV in writing at least 14 days before the date of the adventure of your intention to substitute a person on the booking. However, this is subject to supplier written acceptance of the arrangement and both parties accepting joint and several liability for full payment of any sums owing for the booking. Supplier may charge you any additional administrative costs arising from the substitution. Supplier retains the absolute right to refuse to accept the substitution.

Article 5

Packages, passports, visas, travel insurance and transfers

5.1. NAPOON BV does not sell the whole ‘package’. This means that you are responsible for organizing your transport to and from your home country, passports, visas, travel insurance or other documentation you may need. NAPOON BV is not liable for additional costs for luggage, foreign transactions, visa, vaccinations and other costs that are not specifically included in our offer.

Article 6

Your behavior

6.1. You are obliged to follow all instructions of supplier to support a correct and safe execution of the adventure.

6.2. If, while on adventure, your behavior poses a danger to you or those around you, causes or is likely to cause damage to people or property, breaches any local law, or causes a public nuisance NAPOON BV (and any of its partners, including hotels) will have the right to cancel your booking without paying you any refund. This means (among other things) that you will be excluded from the adventure.

Article 7

Cancellation and change policies

7.1. As NAPOON BV’s booking information is prepared well in advance, some aspects of your booking may have to change closer to the time of your adventure in order to make the booking work. If major changes to your booking are needed, you will be notified as soon as is possible. Without any complaints within three days of being noticed, we conclude that you approve the change.

7.2.. If you would like to change any aspect of your booking, you must inform NAPOON BV in writing as soon as possible. There may be additional costs involved in changing a booking.

7.3. If you decide to cancel your booking, you must inform NAPOON BV in writing as soon as possible. Your booking will not be cancelled until NAPOON BV has confirmed receipt of your notice of cancellation in writing.

7.4. Any change or cancellation is subject to the Terms and Conditions of the supplier.

Article 8

Image collection

8.1. NAPOON BV may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through NAPOON BV, you agree that such images may be collected and used by NAPOON BV. You also agree that NAPOON BV will retain ownership of all rights in connection with such images.

Article 9

Complaints

9.1. NAPOON BV maintains the highest standards in choosing suppliers. If you are unhappy with the performance of any element of a booking made through NAPOON BV, please address your complaints (as soon as possible) to a member of NAPOON BV staff as well as the supplier.

Article 10
Data protection

10.1. NAPOON BV may use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analyzing your purchasing preferences, and improving services. NAPOON BV may disclose your information to its service providers and agents for these purposes.

Article 11
Jurisdiction

11.1. These terms and conditions are governed by and construed in accordance with Dutch law and should be interpreted accordingly. Any dispute arising out of these terms and conditions shall be exclusively submitted to the competent court in Amsterdam.