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Article 1 - Definitions

- Organizer: Skisisters, which is a trade name under the main organization Pink Mountains, registered with the Dutch Chamber of Commerce under number 87093421.
- Traveler: any person who wishes to enter into an agreement with the Organizer regarding a trip and any person who has the right to travel under the agreement.
- Travel Service: the services that are part of the trip, such as accommodation, skipasses, skiclubs and other activities.
- Travel Service Provider: the provider who carries out part of the trip, such as accommodation providers, transporters, external guides, etc.
- Agreement: the agreement relating to the booked trip, including these Terms and Conditions.
- Written: in writing or electronically, including by email.
- Terms and Conditions: these general terms and conditions.
- Package Travel: a package trip as defined by European law.
- Trip: a package travel or, if these Terms and Conditions are declared applicable, a single travel service.
- Working Days: Monday to Friday, excluding recognized public holidays in the Netherlands, within working hours (9 AM - 5 PM Dutch time).

Article 2 - Applicability of the Terms and Conditions

2.1 Package Travel

These Terms and Conditions apply to all Package Travel offered by or agreed with the Organizer.

2.2 Travel Services

These terms may also be declared applicable to Travel Services that do not constitute a Package Travel. In this case, Title 7a of Book 7 of the Dutch Civil Code, which contains rules about package travel agreements, does not apply. These travel services do not provide protection in case of the Organizer's insolvency, unless it is explicitly stated in the offer which party provides coverage, as stated in the guarantee or insurance conditions.

2.3 Deviating and Additional Conditions

Deviating and additional conditions must be agreed in writing and take precedence over these Terms and Conditions.

Article 3 - Conclusion of Agreement

3.1 Content of the Offer

The offered Trip includes only the services and provisions explicitly described in the offer and publications of the Organizer. Information in publications of Travel Service Providers is not part of the offer, regardless of whether a link to it is included in the Organizer's offer. The travel duration is stated in full days, where the day of departure and arrival are counted as full days.

3.2 Non-binding Offer

The offer from the Organizer is non-binding and can be revoked by the Organizer until 5 PM on the next Working Day after acceptance.

3.3 Formation of Agreement

The Agreement is concluded once the Traveler accepts the offer from the Organizer, subject to the availability of the Trip.

3.4 Apparent Errors

Apparent errors in the offer do not bind the Organizer. If there is reason for doubt, the Traveler must inquire.

3.5 Preferences

No rights can be derived from preferences communicated by the Traveler unless the Organizer has confirmed in writing that the preference will be honored. A mere mention of a preference in travel documents and the booking confirmation is insufficient.

3.6 Special Requirements

If the Traveler communicates medical requirements or other significant interests as a 'requirement' to the Organizer at the time of booking, the Organizer will assess whether it can meet these requirements. If the Organizer cannot or will not meet the requirements, the Agreement will not be concluded. The Organizer may implement a price change related to the stated requirements.

3.7 Confirmation of the Booking

After booking the trip and checking availability, the Organizer will send a booking confirmation.

3.8 Withdrawal by the Traveler

A booking of the Trip is final. The Traveler has no right to withdraw from the Agreement.

3.9 Age of the Traveler

The Traveler booking the trip must be at least 18 years old.

3.10 Booking for Other Travelers & Communication

The Traveler who books on behalf of other Travelers is jointly and severally liable for all obligations arising from this. The other Travelers are each liable for their own share. The confirmation, invoice, travel documents, and all other communications will only be sent to the Traveler who made the booking. The Traveler booking for others must provide relevant personal circumstances of those other Travelers at the time of booking. The Traveler booking for others is obliged to provide those other Travelers with these Terms and any other relevant communications. The Traveler booking the trip indemnifies the Organizer from any damages resulting from non-compliance with the above obligations.

Article 4 - Information from the Organizer

4.1 Travel Price

Stated prices apply per person unless explicitly stated otherwise.

4.2 Information from the Organizer at the Time of Booking

At the time of booking or immediately afterward, the Organizer provides the Agreement to the Traveler, including the accepted preferences of the Traveler and information about the required travel documents (passports, visas, etc.) and any health-related formalities.

4.3 Travel Documents

The Traveler must have the necessary travel documents during the trip, such as a passport, visas, vaccination certificates, etc. Given the importance of this, the Traveler should verify with official authorities whether the information is complete and up-to-date. The Traveler must check before booking the trip whether there is enough time to obtain the required travel documents. If the Traveler is unable to take the trip, or complete it, due to a lack of proper travel documents, the associated costs will be borne by the Traveler.

4.4 Travel Documents

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveler no later than 7 days before departure, unless the invoice has not been fully paid. If the Traveler has not received the travel documents 5 days before departure, they must immediately inform the Organizer.

4.5 Information About Insurance

The Organizer informs the Traveler of the option to take out insurance. The Organizer does not cover health, travel or cancellation insurance.

Article 5 - Information Provided by the Traveler

5.1 Relevant Information from the Traveler(s)

Before booking, the booking Traveler must provide all relevant information about the registered Travelers. This is especially important if it could affect the health or safety of the Traveler or others. If the information provided is incorrect or incomplete, the Traveler may be excluded from participation. In such cases, the Traveler will owe cancellation costs in accordance with Article 9, section 2 (cancellation costs). Other costs will also be borne by the Traveler.

5.2 Reduced Mobility, Pregnant Women, and Illness

Travelers with reduced mobility and their companions, pregnant women, and Travelers with an illness that may affect the trip must inform the Organizer when entering into the Agreement, or at least as soon as possible after becoming aware of it. This is important due to potential consequences for the trip, especially regarding air travel. These Travelers must check with the carrier whether a medical certificate is required to travel.

Article 6 - Payment

6.1 Deposit

The deposit is 20% of the total trip cost. The deposit must be received within 48 hours of booking.

6.2 Final Payment

The remainder of the trip cost must be paid no later than 6 weeks before the start of the trip. For bookings made within 6 weeks before the start of the trip, the full amount must be paid immediately after booking. In any case, the full payment must be received before the trip begins.

6.3 Default and Interest

If the Traveler fails to pay within the agreed period, the Traveler is in default without the need for a further notice of default. The statutory interest is due on the outstanding amount.

6.4 Collection Costs

The Traveler is required to pay extrajudicial collection costs if payment has not been made within the final payment term set by a written reminder. The extrajudicial collection costs are as follows: 15% of the amount claimed up to €2500, 10% on the next €2500, 5% on the following €5000, and 1% on any remaining amount.

6.5 Further Consequences of Non-payment

As long as the Traveler has not made payment, the Organizer may withhold the travel documents. If payment is not made even after a reminder, or if payment has not been received before the trip begins, the Organizer may exclude the Traveler from participating. The obligation to pay remains. Instead of excluding the Traveler, the Organizer may cancel the Agreement and charge the cancellation fees as determined in [Article 9, section 2] to the Traveler.

6.6 STO Garant Guarantee Scheme

- In order to meet its statutory obligation to provide a guarantee, Skisisters makes use of the guarantee scheme provided by STO Garant. You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant (www.sto-garant.nl/en/members). You can find all information relating to STO Garant at www.sto-garant.nl/en.

Whether STO Garant's guarantee applies to a particular (travel) offer made by Skisisters is clearly stated for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.sto-garant.nl/en/downloads).

- If STO Garant's guarantee applies to your booking, you do not pay the booking sum to Skisisters but instead into the escrow account belonging to Stichting Dergengelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the Trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of Skisisters STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

Article 7 - Transfer of the Trip

7.1 Conditions and Notification

A Traveler may transfer the trip to another person. The other person must meet all the conditions attached to the trip. Transfer is only possible if the conditions of the relevant service provider allow it. If flight tickets are part of the trip, transfer of the tickets is often not possible. In such a case, transfer of the trip is possible if new flight tickets are booked at the Traveler's expense. The Traveler must request the Organizer to substitute the person no later than 7 days before the trip.

7.2 Joint Liability and Additional Costs

The Traveler and the person taking over the trip are jointly and severally liable for the payment of the trip cost and any additional costs arising from the substitution, including change fees.

Article 8 - Changes at the Traveler's Request

8.1 Modification

The Traveler who booked the trip may request the Organizer to change the Agreement. The Organizer is not obliged to comply. The Organizer will inform the Traveler of the new trip cost. If the Traveler agrees to the modification costs, the new trip cost and change fees are due. If the new trip cost is lower than the original, the difference will be offset against the change fees due.

8.2 Change of Departure Date

Unless the Organizer indicates that the change is a rebooking, changing the departure date constitutes a cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of Article 9 [cancellation fees] applies to the canceled agreement.

Article 9 - Cancellation by the Traveler

9.1 Cancellation

The Traveler may cancel the booking before the start of the trip. Cancellation must be made in writing. The date on which the Organizer receives the cancellation is considered the cancellation date. If received after 5:00 PM or outside business days, the next business day is considered the cancellation date.

9.2 Cancellation Fees

Please keep in mind that the deposit is non-refundable.

The Traveler owes the following amounts:

- Up to and including 70 days before departure: 20% of the trip cost;
- From 71 days up to and including 58 days before departure: 50% of the trip cost;
- From 57 days up to and including 43 days before departure: 75% of the trip cost;
- From 42 days before departure: 100% of the trip cost.

9.3 Reduction in the Number of Travelers

If the number of Travelers within one booking is reduced, the Organizer may, at its discretion, charge either:

- 1) The standard cancellation fees mentioned in section 2 of this article, or;
- 2) The entire trip cost of the canceled person minus any cost savings resulting from the cancellation.

9.4 Cancellation Fees After a Rescheduled Trip

If the Traveler and Organizer reschedule the trip to a later date, and the Traveler cancels the rescheduled trip, the cancellation fees are at least the amount that would have been due if the cancellation had occurred on the original trip's rescheduling date.

(Example: If a trip is rescheduled 14 days before the original departure, and the Traveler cancels the rescheduled trip 6 months before the new departure, the cancellation fee would be at least 75% of the trip cost, as that would have applied on the original cancellation date.)

Article 10 - Price Change

10.1 Price Change

The Organizer may increase the travel price up to 20 days before the start of the trip due to price changes in:

- fuel costs or other energy sources, or;
- taxes or fees from third parties not directly involved in the execution of the trip.

The Organizer may include in the Agreement that they can increase the travel price up to 20 days before the start of the trip based on changes in exchange rates. The Agreement must include the method of price recalculation based on the exchange rate.

10.2 Termination by Traveler

If the price increase exceeds 8% of the travel sum, the Traveler may terminate the Agreement and will receive a refund of the paid travel sum.

10.3 Price Reduction

If the right to a price increase is agreed upon, the Traveler has a corresponding right to a price reduction. A €30 administration fee will be deducted from the amount due to the Traveler.

Article 11 - Changes by the Organizer

11.1 Changes

The Organizer may make minor unilateral changes to the trip before the start. The Traveler will be informed of this.

11.2 Significant Changes

If necessary, the Organizer may make significant changes to the main features of the trip before it starts. This also includes offering an alternative trip. The Traveler may accept the change or terminate the Agreement without paying cancellation fees. Upon termination, the paid travel sum will be refunded. The Organizer may set a reasonable deadline within which the Traveler must make their choice. If the Agreement is not terminated within the set deadline, the change is considered accepted, and the right to termination expires.

Article 12 - Cancellation by the Organizer

12.1 Cancellation due to Minimum Numbers

The Organizer may cancel the Agreement before the start of the trip if the number of participants is smaller than the minimum number specified in the Agreement and the Traveler is notified no later than:

- 20 days before the start of the trip for a trip of 6 days or more.
- 7 days before the start of the trip for a trip of 2 to 6 days.
- 48 hours before the start of the trip for a trip of less than 2 days.

12.2 Cancellation due to Force Majeure

The Organizer may cancel the Agreement before the start of the trip if the Organizer is unable to execute the agreement due to unavoidable and extraordinary circumstances.

12.3 Refund of Paid Travel Sum – No Compensation

In the above cases, the Organizer will refund any amounts received within 14 days and no compensation will be due. Costs incurred by the Traveler for services outside the Agreement, such as vaccinations, visas, materials, insurance, and if not included in the trip, the flight, tickets, accommodation, etc., will not be reimbursed.

12.4 Cancellation Due to the Traveler's Actions

If the Traveler does not meet the participation requirements set in advance or if incorrect or incomplete information about the Traveler has been provided, the Organizer may cancel the Agreement. The Traveler is then liable for cancellation costs as determined in [Article 9 section 2].

Article 13 – Responsibility & Shortcomings

13.1 Responsibility of the Organizer

The Organizer is responsible for executing the agreed-upon Travel Services, regardless of whether these are performed by the Organizer itself or another Service Provider. The Organizer must execute the Agreement in accordance with the reasonable expectations the Traveler may have based on the publications, the Agreement, and the circumstances at the travel destinations.

13.2 Changes to the Travel Itinerary and Travel Times

The Organizer will inform the Traveler about any changes to the travel itinerary. If the Organizer is unaware of the Traveler's accommodation, the Traveler will only be informed via the email address or mobile phone number provided to the Organizer.

13.3 Traveler's Obligation to Report Complaints

The Traveler must inform both the Service Provider and the Organizer immediately of any defects or problems during the execution of the Travel Services, in accordance with Article 17 [complaints].

13.4 Resolution by the Organizer

The Organizer will ensure that any shortcomings are resolved. A shortcoming does not need to be resolved if it is impossible to do so or would incur disproportionately high costs.

13.5 Compensation

If the shortcoming cannot be resolved, the Organizer (or Service Provider) will consult with the Traveler and may arrange appropriate compensation or an alternative. The Traveler has no right to compensation or an alternative if the shortcoming is attributable to the Traveler.

Article 14 - Assistance and Support

14.1 Mandatory Assistance

The Organizer provides assistance and support to the Traveler in case of difficulties, particularly by offering proper information about medical services, local authorities, and consular assistance, and by helping the Traveler with the use of remote communication or finding alternative travel arrangements.

14.2 Costs

The Organizer may charge a reasonable fee for providing assistance and support if the difficulties arose due to the Traveler's intentional actions or negligence.

Article 15 - Attribution, Force Majeure, and Liability Exclusions

15.1 Attribution & Force Majeure

The Traveler has no right to compensation for damages incurred due to a shortcoming that is attributable to:

- The Traveler;
- Third parties not directly involved in the execution of the Agreement and whose shortcoming could not have been foreseen or prevented, or;
- Unavoidable and extraordinary circumstances.

15.2 Liability Exclusion

The Organizer's liability for any damages is limited to three times the trip cost, unless the damage is the result of the Traveler's death or personal injury, or if the damage is caused by the Organizer's intentional or negligent actions.

15.3 Liability Exclusion by Treaty or EU Regulation

If the Organizer is liable for any damages, including those resulting from the Traveler's death or personal injury, this liability will be limited or excluded to the extent permitted by applicable international treaties and/or EU regulations concerning individual Travel Services.

15.4 Insured Damages

The Organizer is not liable for damages covered by insurances, such as health, travel, event, or cancellation insurance.

15.5 Statute of Limitations

Any claim by the Traveler for damages and other claims expires two years after the Trip has taken place. If the Trip did not take place, it expires two years after the planned departure date.

15.6 Lapse of Rights

Without prejudice to the statute of limitations and the obligation to file a timely complaint, any claim by the Traveler for damages expires three years after the Trip's start date.

15.7 No Double Compensation

The Traveler has no right to double compensation. If the Traveler is entitled to compensation under international treaties or EU regulations, they will not also receive compensation under this Agreement.

Article 16 - Obligations of the Traveler

16.1 Behavior and Compliance with Instructions

The Traveler must behave as a reasonable Traveler and is required to follow all instructions from the Organizer and the Service Providers.

16.2 Consequences of Non-Compliance – Exclusion from Participation

In case of non-compliance with instructions or if the Traveler causes a disturbance, the Organizer/Service Provider may partially or entirely exclude the Traveler from the Trip. The Traveler is not entitled to a refund of any funds. Any additional costs incurred as a result will be charged to the Traveler.

16.3 Warning

Before excluding the Traveler from participation, the Traveler will first receive an oral or written warning. A warning is not required if, given the circumstances, it is not appropriate.

16.4 Traveler's Liability and Indemnification

The Traveler is liable for any damages caused by their behavior, failure to comply with the obligations in this article, or damages otherwise attributable to them. The Traveler indemnifies the Organizer from claims made by Service Providers, other Travelers, or third parties for damages caused by or attributable to the Traveler.

16.5 Verification of Return Trip Timing

The Traveler must verify the exact time of departure for the return trip no later than 24 hours before the scheduled departure.

16.6 Formal Health Requirements

The Traveler must comply with all health requirements applicable at the destination (and transit countries). Governments may change these requirements without notice. The consequences of such changes fall within the Traveler's risk.

16.7 Measures by Service Providers

Service Providers may take all reasonable measures and require cooperation from Travelers to prevent and address emergencies, mitigate health risks, prevent damages, or comply with government regulations. If the Traveler does not comply with these measures or instructions, the Service Provider may deny service or access.

16.8 Use of Equipment

The Traveler must handle any provided equipment with care. Upon receipt, the Traveler must inspect the equipment and report any defects immediately. The Traveler is liable for any damage, loss, or theft of the provided equipment.

Article 17 - Complaints

17.1 Information

Before the start of the Trip, the Organizer will provide contact details for emergency situations.

17.2 Reporting on Location

If the Traveler believes that the Trip is not being properly executed, they must immediately report the problem or deficiency to the relevant Service Provider so that a solution can be offered. If the Organizer's tour leader is on-site, the complaint must also be reported to the tour leader immediately. If there is no tour leader present, the complaint must also be reported to the Organizer. This can be done via [WhatsApp, SMS, phone, or on Business Days during Dutch office hours (9 am-5 pm) by email].

17.3 Reporting Unresolved Complaints After Returning

All complaints that the Traveler believes have not been fully resolved or compensated during the Trip must be submitted to the Organizer in writing, with reasons, within two months after the Trip.

17.5 Consequences of Failing to Report the Shortcoming or Complaint in Time

Failure to report a complaint or shortcoming on time, in accordance with the second paragraph [Reporting on Location] of this article, may affect the amount of any potential compensation, unless the Organizer's interests have not been harmed by the delay. Complaints received after returning will not be processed if they are not submitted on time, unless this would be unreasonable given the circumstances.

Article 18 - Other Provisions

18.1 Rights of Third Parties

Subordinates, auxiliary persons, and other third parties involved in the execution of the Agreement may invoke the provisions of the Agreement and these Conditions (including liability exclusions) against the Traveler.

18.2 Replacement Provisions

If mandatory law invalidates a provision in these Conditions or if a provision is annulled, that provision will be deemed to be replaced by a valid provision that approximates the original intent as closely as possible in terms of content and purpose.

18.3 Applicable Law

Dutch law exclusively applies to the offer, the Agreement, and the execution of the Agreement unless this conflicts with mandatory law.

If the consumer resides outside of the Netherlands at the time of booking, the consumer is entitled to the protection offered by the mandatory law of their country of residence if (cumulatively):

- The Organizer directed its commercial activities for the agreed Trip toward the country where the consumer resides, and;
- The agreed-upon travel services are partially or entirely performed in that country.

18.4 Competent Court

The court in the district where the Organizer is located has exclusive jurisdiction to hear disputes related to the Agreement and related matters, unless this conflicts with mandatory law. The Organizer is also permitted to bring legal action against the Traveler in their place of residence.