

Terms & Conditions

These are the terms and conditions that apply on all travel contracts that are agreed with Hike in Holland.

Agreed travel contracts

1. By sending the electronic booking form on the website the traveller agrees with the offer of Hike in Holland. The travelling contract is established. If the booking can be executed as wished by the traveller, he/she receives a digital confirmation of the travelling contract and a deposit invoice.
2. The person that performs the booking for other travellers is liable for all obligations due the travelling contract. The other travels are liable each for their own respective part.

Payment

3. Upon booking the trip we ask you to pay 15 percent of the fare in advance. The other 85 percent has to be paid at least six weeks before the trip actually starts. When you book within six weeks before your trip you will have to pay the full amount at once.
4. If the payment is not in time, you will receive a digital reminder for the payment with the request to pay as soon as possible and no later than 8 days after receiving the reminder. When the payment isn't received in time, the booking will be canceled on the day the payment had to be made. Hike in Holland may still be entitled to a part of the fare, depending on the time of cancellation. (See also cancellation policy).

Travel Documents

5. Travelers must have valid travel documents during the whole trip. This can be a passport or ID. When the trip cannot start or has to be cancelled during the trip due to a traveller not having valid travel documents, the associated costs are the responsibility by the traveler.

STO Garant Guarantee Scheme

6. In order to meet its statutory obligation to provide a guarantee, Hike in Holland 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 Hike in Holland 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).

STO Garant's guarantee applies to your booking, you do not pay the booking sum to Hike in Holland but instead into the escrow account belonging to Stichting Deringelden 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 [company name], STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

In the normal case, Hike in Holland receives your money after your trip has been finished. As a customer you have to agree to this. It may take a little more time, but your money will be safeguarded. In easy steps you will be taken through the payment process.

Member of a travel association

7. Hike in Holland is a member of a travel association: De Vereniging voor Kleinschalige Reisorganisaties (VvKR). This association represents the interests of small often specialized travel agencies. By the VvKR we share our expertise for the travel agency as for the consumer for the most possible certainty and satisfaction.

Cancellation by the traveller

8. Cancellation of the travel contract can only be done by e-mail or a written note. The ship date of the mail or the postmark count as cancellation date. Unfortunately we have to charge you with some or all of the costs when you cancel your trip. These costs are thus: when you cancel eight weeks before you trip or earlier you pay 30 percent of the full amount. This becomes 50 percent when you cancel four weeks in advance, 80 percent when you cancel two weeks in advance and the full amount when you cancel less than seven days in advance. These payments can be returned through a cancellation insurance if you have one and can keep to its terms.

Changes by Hike in Holland

9. Hike in Holland has the right to make essential changes if there are good reasons for it. The traveller can reject these changes. Hike in Holland then offers the traveller an alternative. This alternative offer has to be equal to the primary offer.
10. The traveller has the right to reject the alternative offer. This has to happen within 72 hours (3 working days) after the changes have been sent. From 10 days before departure the reaction period is 24 hours (1 work day). If this does not happen, Hike in Holland has the right to cancel the travel contract immediately. In this case the traveller has the right of refund. If this is before the departure date, it will be the complete fare. If the traveller has started the vacation and travelled a part of the trip it will be the proportional part. It will be taken care of in 2 weeks. The traveller still has the right on compensation, unless the notice is due to a force majeure (e.g.: natural disaster).
11. Hike in Holland is allowed to make some not essential changes to the trip. Of course, the traveler will be informed of this as soon as possible. In this case the traveller can only reject the changes when the changes lead to more than minor disadvantage.

Liability

12. Hike in Holland is responsible for a correct execution of the travelling contract in accordance with the expectations, that are raised. If the trip is not in accordance with these expectations, Hike in Holland is required to pay for damage.. If the damage is not the caused by Hike in Holland then Hike in Holland is not liable for the damage.

13. If Hike in Holland is the cause of less travelling pleasure, the compensation will not be more than the total of one fare. The liability of Hike in Holland for other damages caused by death or injury of the traveller is limited at three times the fare, unless there is a case of gross negligence. In that case the liability is unlimited.

14. Hike in Holland is not responsible if:

- a. The traveller gets refunded by other assurances, like: travel insurance, cancellation insurance or medical insurance;
- b. The traveller cannot make the trip because his/her traveling documents were not valid;
- c. Hike In Holland and its luggage transporter are not responsible for any personal accidents, health issues and/or damage to your personal belongings during the trip. This is why we advise you to get a travel insurance. Of course Hike In Holland will provide the best quality for hotels and luggage transport. There is always the possibility of changes during your trip, but Hike In Holland cannot be held accountable for this.
- d. The traveller did not live by Dutch (traffic) law and did not behave in a normal way, like: take the Zebra or cross the road with a green traffic light;
- e. The traveller did not behave in a normal way, like take good care when crossing a road.

Obligations Traveller

15. Traveller has a reasonable good physical and mental. If there is a doubt in this by the traveller, he/she is expected to mention this when the trip is actually booked, so it can be discussed with Hike in Holland. If disturbing facts or conditions of the physical and/or mental state occur after the booking, Hike in Holland has the right without giving the reason to cancel the travel contract. Hike in Holland has no obligation to give a refund.

Aid and assistance

16. If the trip is not going as expected, Hike in Holland has, depending on the circumstances, the obligation to give aid and assistance. The resulting costs are for Hike in Holland, provided that the shortcoming is due to Hike in Holland. When the traveller her/himself made the mistake, Hike in Holland is only obliged to give aid and assistance within reasonable expectations. The costs then are for the traveller (like: costs of transportation of persons by an injury or if travellers don not want to walk because the weather is too bad to walk). If the trip does not match the expectations but nor the traveller or Hike in Holland can be made responsible, then each bear its own damages.

17. To give aid and assistance to a distressed traveller it is of great importance that Hike in Holland can fall back on a travel insurance alarm system. The traveller therefore is advised to have a travel and/or cancellation insurance.

Complaints

18. Any complaints about the execution of the trip that exceed the level of a remark, must be reported as soon as possible to the accommodation or to Hike in Holland. If this is not done, Hike in Holland did not have the chance to mend this shortcoming and is there for not responsible, refund is therefore limited or excluded.

19. If the complaint has not been handled in a satisfactory way, the traveller may submit a written (digital) motivated complaint within a month after the executed trip to Hike in Holland. Within a month after the date of the written complaint Hike in Holland will give a written (digital) reaction.

20. If the complaint has not been handled in a satisfactory way by Hike in Holland and both party's cannot find a reasonable solution, the traveller can submit the complaint to a Dutch court within three month after ending the trip. For all disputes between traveller and Hike in Holland Dutch law is applied.