General Booking Conditions André Rieu Travel

1. Definitions

In these General Terms and Conditions Travel and Booking the following terms shall have the following meaning:

1.1. “André Rieu Travel B.V.’’: André Rieu Travel B.V. (hereafter: "ART") is a company with its registered office in Maastricht, registered with the Chamber of Commerce under number 853681508. ART organises and sells organised travels, (one day) packages and package travels consisting of a concert ticket, dinner, transport and/or hotel overnight stay, or any other type of touristic or non-touristic service, such as an excursion. ART acts as a travel agent or booking office (intermediary) and/or the tour operator.

1.2. "Travel agent": In case ART advises, informs and acts as an intermediary in the formation of an agreement between a customer and the supplier of separate (touristic or non-touristic) services, such as making reservations for concert tickets, overnight stay, transport, dinner, excursion or other independent services between the customer and the service provider, ART shall act as a travel agent (booking office). ART does not act in its capacity as travel agent in its own name, but as an intermediary/broker or contracted party as meant in Section 7:400 of the Dutch Civil Code.

1.3. "Tour operator": In case ART in the course of its business offers prearranged (package) travels, it act as a tour operator as meant in Section 7:500 sub h of the Dutch Civil Code. (For example a travel package consisting of a concert ticket and hotel overnight stay)

1.4. "Customer": The customer of ART, when the latter acts in its capacity as travel agent or booking office, or the person for whom in a booking a package not being a package travel, performance is stipulated (the travelling companion), and who has accepted this.

1.5. "Traveller": The customer of ART when the latter acts in its capacity as tour operator, or the person for whom in a booking a travel tour is stipulated (the travelling companion), and who has accepted the stipulation (the booking for his travel tour).

1.6. Any reference in these Terms and Conditions to traveller/customer, including any fellow traveller(s) of ART will be done by using 'he' for purposes of readability. In these Terms and Conditions 'his' also includes 'her'.

1.7. "Travel contract": The agreement as meant in Section 7:500 of the Dutch Civil Code, in those cases that ART binds itself for the traveller to provide a prearranged (package) travel it has offered, Including a travel arrangement (one night's accommodation and an admission ticket for an event organised by André Rieu Productions, plus any other services)

1.8. "Travel Package": A prearranged (package) travel compiled by ART within the framework of a travel contract, consisting of an entry ticket for an event organised by André Rieu Productions B.V. with a hotel overnight stay plus any additional services

1.9. "Day package": A prearranged package compiled by ART, consisting of an entry ticket for an event organised by André Rieu Productions B.V. and a dinner or an excursion, or another service, but without a hotel overnight stay.

1.10. "Event": (Musical) performance and/or other show in the broadest sense of the word.

1.11. "Service provider": The carrier, such as a coach company, airline company or the provider of other services such as supplying stay (hotelkeeper) or an excursion organizer.

The service provider shall be responsible for the performance of such services with due regard to the conditions he applies. ART is not responsible for such services, unless it binds itself as the tour operator of a package travel for the customer who subsequently qualifies as a traveler.

1.12. "Range of packages on offer": the offer (including description and pricing) by or on behalf of ART to the public, of a (package) travel, which offer has been publicised in a printed (travel) brochure/price list, on a website or through other channels.

2. Applicability General Terms and Conditions Travel and Booking

2.1. All quotes, offers, travel contracts and agreements for services in which ART is one of the parties, are subject to the General Terms and Conditions Travel and Booking of ART These conditions contain a limitation of liability.

2.2. To the extent ART acts as tour operator, in particular by offering a so-called package travel as meant in Section 7:500 of the Dutch Civil Code, in addition to the relevant legal conditions, the present General Terms and Conditions Travel and Booking apply, in particular Article 9 of these conditions which includes a limitation of ART's liability for travel packages.

2.3. To the extent ART acts as travel agent (booking office) and acts as an intermediary for booking a stay, transport or another touristic service, the present General Terms and Conditions Travel and Booking apply, including Article 10 of these conditions which contain a limitation of liability of ART when acting as a travel agent/service provider.

2.4. The André Rieu Productions B.V. General Terms and Conditions of Admission for an event organised by André Rieu Productions B.V. apply to the travel package and/or the (day package sold by ART, unless these General Travel and Booking Conditions explicitly deviate from this.

2.5. The General Terms and Conditions of the service provider apply to bookings of stay, transport or other touristic services made through intermediation of ART with the relevant service provider. These will be sent to the customer at his first request.

2.6. ART explicitly does not accept any applicability of general (purchase) terms and conditions of the customer.

3. Formation and content of the agreement / travel documents

3.1. The offer of ART is subject to contract and may be withdrawn at any time by ART Withdrawal because of for instance incorrect calculation of the (travel) price or other mistakes is allowed. Withdrawal must be done as soon as possible.

3.2. The agreement (booking) is concluded by accepting the offer and the (down)payment for the travel/(day) package, provided that this (down)payment is credited to the relevant ART account within 5 days (unless otherwise indicated).

3.3. If you as a traveller/customer accept the offer, you agree to have made a booking of the travel/day package and the applicability of the associated ART terms and conditions. This acceptance, either directly or through the mediation of a booking office, results in an agreement (booking) to

which the aforementioned terms and conditions apply. You will receive written or electronic confirmation of the entered into agreement (booking) after the agreement has been concluded and the (down) payment for the travel/(day) package has been made.

3.4. ART has the right to refuse a booking without stating the reasons.

3.5. You are personally liable for the fulfilment of all obligations arising from the agreement with ART or the service provider. Any persons travelling with you are liable for their own part of the travel costs or the costs of the (one day) package to the tour operator or the travel agent or the relevant service provider as the case may be. In addition to the person who made the booking, they are responsible for their own behaviour.

3.6. ART is not bound by any obvious errors or mistakes in the range of travels on offer. Such errors and mistakes are errors and mistakes which, from the perspective of the average traveller/customer, are recognisable or should be recognisable at first sight.

3.7. When booking or entering into an agreement with ART and its service provider(s), you must provide all relevant information about yourself and any fellow travellers. In case of incomplete or incorrect information provided by you, ART cannot be held liable for any consequences or damages resulting from incorrect information. Any ensuing costs will be for your account.

3.8. After payment of the total travel sum, ART will send you a written or digital confirmation of payment, followed by a confirmation of booking. You should check the confirmation of payment and the confirmation of booking whether everything is correct. You should notify ART immediately, but at least within seven day of the invoice date of any inaccuracies. If you fail to do so, the consequences and any damages are for your account. If you fail to comply with the above-mentioned obligations, this may result in cancellation of the right to participate in the (package) travel or the (one day) package.

3.9. After payment of the total travel sum, the travel documents including the entry ticket will be sent to you digitally, but not earlier than two weeks before departure. The digital travel documents include any relevant vouchers for transport, stay, dinner and/or other touristic service not connected to transport or stay, and the relevant entry ticket for an event organised by André Rieu Productions B.V.

3.10. You should print the digital (travel) documents and the entry ticket, so you can hand them over to the relevant service provider. If you cannot present the printed (travel) documents, the service provider is entitled to refuse you admittance. ART advises you always to check the documents immediately after you have received them by email. In case of inaccuracies you should notify ART immediately. Failure to meet this obligation is for your own risk.

3.11. If you have not received any travel documents at least five business days before departure, you should immediately notify ART at cs.travel@andrerieu.com.

3.12. The travel documents entitle the bearer to the relevant package travel or the (one day) package. ART and the provider may assume the bearer of the travel documents to be the traveller/customer entitled to the documents. ART cannot be bound to examine the travel documents more closely. You are responsible for ensuring that you become and remain the bearer of the travel documents provided to you by ART or a (pre) sales outlet appointed by ART

3.13. As from the moment you have been provided with the travel documents, you will bear the risk of forgetting, loss, theft, damaging or abuse of the travel documents.

3.14. Only booking with ART or a (pre) sales outlet appointed by ART will guarantee the validity of the travel documents. The burden of proof lies with you.

3.15. Minors (children below the age of 18) are not allowed to make any bookings with ART It is forbidden to use a false name or (email)address when making a booking or registration. In case of bookings made in contradiction to the provisions of this paragraph, ART is entitled to cancel the (travel) contract. If ART should cancel the (travel) contract, ART will refund travel costs you have paid, after deducting any costs made by ART

3.16. Each booking is limited to the number of participants indicated in the (travel) contract.

Notwithstanding the applicable conditions and prescriptions of the service provider of the accommodation (hotel room, holiday home, apartment), occupancy of more than the number of persons indicated in the (travel) contract is not allowed.

In case more persons than the maximum number indicated in the (travel) contract (wish to) make use of the accommodation, you should inform the provider of the accommodation before arrival. The latter is not obliged to agree and may, in case he does agree, charge you for this. You must pay these charges immediately upon the first request of the provider of the accommodation. In case ART or the provider of the accommodation discovers that you act in contradiction to this paragraph, ART may (at its own discretion) charge you with costs or may cancel the (travel) contract without having to pay you any compensation, such notwithstanding the obligation you and your fellow travellers have to compensate the provider of the accommodation or ART against any costs or damages.

4. Prohibition of resale, advertising etc

4.1. A traveller/customer buys or books a package travel or a day package for his own benefit or for the benefit of any fellow travellers. It is explicitly not intended and therefore strictly prohibited to put the travel documents at the disposal of someone else, irrespective whether this is done for commercial or non-commercial purposes (in the broadest sense).

4.2. For that reason you are obliged to use the travel documents only for your personal use. Accordingly, it is strictly prohibited to resell or issue the travel documents for commercial purposes to third parties in whatever way.

4.3. ART advertises for its products and services and absolutely does not want others to advertise as well without having obtained written permission first. That is why it is prohibited to advertise in whatever way or to publicize in any (other) form with respect to a package travel or a (one day) package, or any part thereof, organised by ART.

4.4. If you provide a third party with the travel documents for free and not in the context of commercial purposes, you are obliged to impose on that third party the obligations you have as formulated in these General Travel and Booking Terms and Conditions. You remain responsible for compliance with the obligations and will personally vouch against ART for having this person or these persons comply with the obligations.

4.5. Failure to comply with the obligations of the previous paragraphs of this article and/or failure to vouch for compliance, results in a fine immediately due and payable to ART of € 10,000 per instance of infringement and of € 5,000 for each day the infringement lasted or lasts, notwithstanding the right of ART to claim compliance and/or compensation for damages incurred or to incurred.

5. Travel documents, visa, proof of vaccination etc.: the responsibility of the customer/traveller

5.1. Any information on identity cards, passports and/or visas mentioned in the travel offer, booking confirmation or travel documents is only general information and, moreover, only applies to travellers/customers with Dutch nationality. You must always check for yourself whether travel advice has been issued by the authorities of the country of your relevant nationality with regard to the country of destination. For this you must contact the embassy or consulate of the country of transit and/or destination and you are always responsible for this yourself.

5.2. You must at all times obtain information about visas and other formalities from the authorities or bodies concerned. You must also check the accuracy of this information with the relevant authorities or bodies shortly before departure (and therefore after booking). Previously obtained information may have changed in the meantime. You are solely responsible for this; ART bears no responsibility in this respect.

5.3. To enter many countries a visa is required in addition to a valid passport / identity card. The application for a visa is your own responsibility and not that of ART. You must apply for this yourself to the relevant authorities or bodies. You should be aware that different formalities and requirements may apply to fellow travellers who have a different nationality, which the fellow traveller will have to observe.

5.4. Accordingly, you and your fellow traveller(s), if any, should thus ensure that you are in possession of the documents required for the journey and stay at the destination in question, such as valid passports, visas, proof of vaccinations or vaccinations.

5.5. If you do not comply with the requirements referred to in the previous paragraph, the associated damage and other consequences will be at your expense.

6. Accommodation and circumstances at the destination

6.1. In other countries, especially in southern countries, the culture, way of life, standard of living, hygiene and other circumstances may differ greatly from the Netherlands. Obviously, ART cannot accept responsibility for this, aside from the fact that such differences may be charming.

6.2. The accommodations in the range of packages on offer have been described as objective as possible. The photographs of the accommodations printed in the range of packages on offer are only meant to give an indication of the furnishing, size and/or view. Subsequently, the accommodation at the destination may differ from the printed photographs. Of course the accommodations will meet the minimum standard requirements as described in the offer. Unless explicitly stated otherwise in the offer, ART cannot make any promises regarding the view and the location of the accommodation selected by the traveller, notwithstanding the provisions of articles 9.3 and 9.4.

6.3. Accommodation / breakfast In case of accommodation including breakfast, the service start with breakfast after the day of arrival and ends with breakfast on the day of departure. At the intervening days only breakfast is included in the package travel.

6.4. Usually the accommodation will be available from 15.00 hrs on the day of arrival. If you plan to arrive after 18.00 hrs you must contact the provider of the accommodation. If you plan to arrive or

leave on another day than originally planned, you should always contact ART and the provider of the accommodation. The phone numbers are listed in the travel documents. If you fail to contact the provider of the accommodation in time, or as the case may be ART, ART can no longer guarantee availability of the accommodation.

6.5. You should vacate the room on the last day, no later than the time mentioned by the provider of the accommodation. Deviating from the indicated times for arrival or departure can only be done in consultation with the provider of the accommodation and after having obtained his consent. In case the accommodation is not yet ready at your arrival, or in case you should vacate the accommodation a little earlier, you can usually leave your luggage with the receptions desk. However, this is entirely for your own risk. Should you, other than by fault of ART, arrive later at the accommodation or leave earlier from the accommodation than originally planned, you have no right of refund of any stay, meals, services or facilities you may not have used.

6.6. In its range of packages on offer, ART will provide (without obligation and if possible) as much information as possible about any public or private car parks in the vicinity of the accommodation. Unless explicitly stated otherwise in the offer, these are paid car parks. ART will give an indication of the parking fee, provided ART has any knowledge of them. However, such fees may change over time and must be paid on the spot. Parking a car, either in a private or public car park, is always at the risk of the traveller/customer.

7. Insurances – Travel package guarantee in the event of insolvency of ART

7.1. ART urgently advises the traveller/customer to take out an adequate insurance policy or policies for travel, baggage, health care and cancellation.

7.2. In the case of travel packages: In the event of financial insolvency / insolvency of ART, ART can rely on its insurance. This insurance reimburses the traveller/customer directly for the full (travel) sum paid by you. If it concerns a package holiday including transport, repatriation of the traveller(s) will be arranged. ART has insured itself with Zurich insurance in the event of insolvency.

7.3. Since the travel sum also includes the costs of an admission ticket for an event organised by André Rieu Productions B.V., André Rieu Productions B.V. deviates from the provisions of the André Rieu Productions B.V. General Terms and Conditions for Admission Tickets by paying the full travel sum.

8. Changes or cancellations (cancellation) by the traveller/customer, price changes

8.1. After the booking has been made (Article 3) and the travel sum has been paid, it is no longer possible to change or cancel the travel or day package without the consent of ART, unless otherwise stipulated below and subject to the conditions stated there.

8.2. The traveller/customer is entitled to transfer the booking to a substitute or substitutes suitable in view of the travel offer travel or day package no later than seven days before the planned departure, provided this is not done for commercial purposes as stipulated in Article 4.4 of these terms and conditions. The substitute(s) must meet all the conditions applicable to the contract and the service providers involved in the implementation must also agree to the replacement. The transferring traveller/customer is jointly and severally liable for payment of the trip or (day) package and the costs associated with the transfer.

8.3. If the agreement relates to a travel package, the traveller may cancel the travel package agreement prior to commencement of the trip. In that case, however, the traveller is obliged to pay ART an appropriate and justified termination fee. This compensation corresponds to the travel sum minus any cost savings of ART and any income from alternative use of the travel services. In view of this, it is therefore conceivable that you will still owe the full travel sum in the event of cancellation; take this into account.

8.4. If the agreement does not relate to a travel package but to a day package, the client will still owe ART the full travel sum if it cancels. In individual cases, ART can examine whether (partial) restitution is possible, depending on the circumstances of the case, but ART is not obliged to make a restitution.

9. Liability and Force Majeure in case of travel package, assistance and support

9.1. If ART in the operation of its business offers a pre-arranged travel package, such as a travel arrangement with an overnight stay and concert ticket, it acts as a tour operator that concludes a travel agreement with the traveller within the meaning of Article 7:500 of the Dutch Civil Code. This article only applies to package holidays.

9.2. As a tour operator, ART is responsible for the performance of the travel package in accordance with the expectations that you could reasonably have on the basis of the agreement (conformity).

9.3. If you have indicated a wish or preference when booking, for example a room on the ground floor, this is a so-called non-binding preference for the tour operator. In that case, the tour operator is only obliged to do its best to fulfil that wish, but you are not entitled to do so.

9.4. If you have indicated a so-called essential condition, for example that you necessarily want a room on the ground floor and the tour operator has agreed to this, you are entitled to this condition being met (except in the case of force majeure and a change of circumstances as referred to in Article of these Terms and Conditions).

9.5. If the trip does not proceed in accordance with the expectations that you may reasonably have (non-conformity), you are obliged to submit a complaint about this as soon as possible to the service provider concerned, the tour guide, if any, and ART as the tour operator, in accordance with Article 11 of these General Travel and Booking Terms and Conditions.

9.6. If the trip does not take place in accordance with the expectations that you could reasonably have, ART is obliged to compensate any damage caused as a result, unless the non-conformity cannot be attributed to ART as a tour operator because of this:

- the non-conformity is attributable to the traveller; or

- the non-conformity is due to a third party who was not involved in the performance of the services involved in the journey and the non-conformity could not have been foreseen or prevented; or

- the non-conformity is due to an event that ART or the person whose assistance it makes use of in the implementation of the agreement could not foresee or remedy, with due observance of all possible care, or is otherwise due to force majeure as referred to under 9.7 of this Article.

Force majeure

9.7. By force majeure is meant unavoidable and exceptional circumstances, independent of the will of the person invoking them, the consequences of which could not be avoided despite all precautionary measures, as referred to in Article 7:500(l) of the Dutch Civil Code. Force majeure is understood to mean, among other things: illness and/or cancellation of the members of the orchestra and/or the artist(s), strikes, fire, bad weather conditions, natural disasters, war, threat of war, mobilisation, riots, riots, floods, strikes of airline or airport personnel or of personnel of the accommodation or of the carriers involved, or other service providers, or if, for example, transport is impossible due to the closure of a port or the weather conditions, or due to other transport disruptions, volcanic eruptions, ash clouds, stagnation in supply by public utilities, fire, government measures, non-delivery of necessary raw materials and fuels by third parties and other similar unforeseen circumstances.

9.8. In the event of force majeure, ART has the right, at its own discretion, to postpone the organised travel package or the concert that forms part of it to reschedule to a later date, move it to another location or cancel it, without being liable for compensation.

9.9. If the package travel is postponed to a later date due to force majeure, you will receive replacement travel documents for the new date from ART. If you do not wish or cannot make use of the travel package on the new date, ART will be obliged to refund the travel sum paid by you, minus the administration costs already paid. Reimbursement will take place within 2 weeks after termination of the agreement via the original payment method.

9.10. If the travel package is moved to another location due to force majeure, you will receive replacement travel documents for the new location from ART. If you are unable or unwilling to use the travel package at a different location, ART will be obliged to refund the travel sum paid by you, minus the administration costs already paid. Reimbursement will take place within 2 weeks after termination of the agreement via the original payment method.

9.11. If the travel package is cancelled due to force majeure, ART will be obliged to refund the travel sum paid by you, minus the administration costs already paid. Reimbursement will take place within 2 weeks after termination of the agreement via the original payment method.

9.12. ART will inform you of any changes and/or any related alternatives within 3 work days after ART has been informed of the change. Within 7 days before arrival, ART will inform you within 1 business day of the change.

9.13. In case of a comparable or better alternative, no additional costs will be charged. In the event of a lesser alternative, ART will offer compensation.

9.14. If you do not wish to make use of the alternative proposals, you must notify ART within 3 working days of receipt of the notification of the change or alternative proposal and inform ART that you have opted for a refund. A period of 1 working day applies from 10 days or less before the arrival date.

Limitation of liability for travel packages

9.15. If ART, as tour operator of a travel package, is liable to you for any damage, then any liability on the part of ART is limited to a maximum of three times the travel sum, unless the damage consists of personal injury to the traveller or is caused by deliberate or negligent action on the part of ART.

9.16. If ART is liable to you for loss of travel enjoyment, the compensation to which you can claim in that regard is limited to a maximum of one time the travel sum.

9.17. If a treaty applies to a service included in the travel agreement, such as transport, ART can, in accordance with Article 7:511 paragraph 4 of the Dutch Civil Code, invoke an exclusion or limitation of liability that that treaty grants or allows to a service provider as such.

9.18. ART bears no responsibility for general information in photographs, leaflets, advertisements, on websites or other information carriers if these have been drawn up or published by third parties.

9.19.ART is not liable for any unauthorised promises made by its staff, suppliers, assistants and/or third parties insofar as these conflict with the offer of the tour operator or service provider or with these terms and conditions, except for its liability under mandatory law on the basis of a Treaty, Regulation or the law.

9.20. ART is not liable for your loss or damage caused by loss, inability to show or damage to the travel documents or lack of the necessary travel documents (see Article 5).

Help and assistance with package travel and traveller's obligations

9.21. Only in case of a travel package, depending on the circumstances, ART accepts an obligation to provide help and assistance to the traveller if the trip does not proceed in accordance with the expectations that you could reasonably have on the basis of the travel agreement (non-conformity). If the cause of the non-conformity must be attributed to you, ART is only obliged to provide help and assistance insofar as it can reasonably be expected to do so. In that case, the costs of the help and assistance provided will be at your expense. The costs of the help and assistance provided will only be borne by ART if the non-conformity can be attributed to it or to the person whose help it makes use of in the performance of the travel agreement. If the non-conformity is attributable to a third party that is not involved in the performance of the services involved in the trip and the non-conformity could not be foreseen or prevented, or if the non-conformity is due to an event that ART or the person whose assistance it uses in the performance of the agreement could not foresee or remedy, with due observance of all possible care, or is otherwise due to force majeure as referred to under 9.7 of this Article, then each party will bear its own loss.

If transport is part of your trip and due to force majeure it is not possible to return as agreed, the costs of the necessary accommodation, if possible of an equivalent category, for a maximum of three overnight stays per traveller will be at the expense of ART. This restriction does not apply to disabled persons and their companions, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided ART has been informed of the special needs at least 48 hours before the start of the trip.

9.22. You are obliged to comply with all instructions given by ART, its staff, service providers and agents to ensure proper execution of the travel agreement.

9.23. You are liable for all damages caused by your own incorrect behaviour, to be judged in comparison to a regular, correctly behaving traveller.

9.24. Any traveller who causes or is likely to cause a nuisance or inconvenience to the extent that proper execution of the travel contract might seriously be hindered, may be excluded from further participation of the trip or may be removed from the location by ART, its staff, service provider or agent. You will be charged with any subsequent costs and damages. All resulting costs and damage will be at your expense. A refund of the travel sum or part thereof may be granted if the traveller

concerned is not to blame for the exclusion.

10. Liability and force majeure other than in the case of travel packages

10.1. If it does not concern a travel package, but ART merely advises, informs and mediates in the formation of an agreement between a client and a service provider of tourist services, such as when booking/ making reservations for accommodation, transport, dinner, an excursion and/or other separate tourist services between you and the service provider, ART will act as a travel agent within the meaning of Article 1.2 of these terms and conditions or as a service provider.

10.2.ART shall observe the care of a good service provider in its activities as a travel agent or service provider. It selects its suppliers with the greatest possible care, but cannot and will not accept any liability for any shortcomings in the performance of the services in question by the suppliers/service providers concerned. This could only be different if the failure is due to ART's own fault or should be at ART's expense by virtue of the law, legal act or generally accepted views. If ART acts as an intermediary for a tour operator not established in the Netherlands, ART is legally regarded as a tour operator towards you. In such cases, its liability will be assessed in accordance with the provisions of Article 9 of these terms and conditions.

10.3. Insofar as ART itself as travel agent/service provider fails imputably and you suffer damage as a result, ART's liability is limited to a maximum of 25% of the total amount of the services charged by ART for the booking in question.

10.4. If the shortcomings can be attributed to you, ART is not liable for any damage if the implementation of the day package does not meet your expectations as a result. In that case, you are liable for the costs incurred or damage suffered by ART.

10.5.ART is not liable for damage for which there is an entitlement to compensation under travel and/or cancellation and/or health insurance or other insurance, or for which such insurance provides cover, unless your damage is due to intent or gross negligence on the part of ART as a travel agent.

10.6. In its capacity as travel agent/service provider, ART is not liable for the incorrect execution of the booking/service in question. ART is not liable for the conduct and omissions of the implementing suppliers and service providers, nor for the correctness and completeness of information provided by those suppliers and service providers, nor for the information and promotional materials provided by them, including information on the website of the company(s) concerned. ART is not liable either for delays that cause you inconvenience or for any resulting damage. This includes delays caused by technical faults on a bus, aircraft or other means of transport, but also cases of force majeure as referred to in Article 9.7, such as weather conditions, strikes, blockades, war situations, missing connections, overbooking, changes made by the service provider and cancellation by the service provider.

10.7. ART as travel agent/service provider is not liable for the financial insolvency of the service provider, such as a carrier, an accommodation provider or an excursion carer. In addition, it is not liable for any unauthorised promises made by its staff and/or third parties insofar as these conflict with the offer of the tour operator or service provider or with these conditions.

10.8. The exclusions and limitations of liability included in this Article also apply for the benefit of ART's personnel.

11. Complaints

11.1. Complaints must be reported to ART and the relevant service provider or representative of ART as soon as possible so that the complaint can be resolved if possible. If you, as a traveller/customer, do not complain or wait too long to report the complaint, the consequences will be at your risk and any right to compensation or compensation will lapse. If ART acts as a travel agent, ART is not responsible for the performance of the service in question and can at most mediate between you and the service provider in order to have the complaint resolved.

11.2. If a complaint is not satisfactorily resolved, it must be submitted in writing, stating the reasons, as soon as possible but no later than 1 month after the end of the travel package or day package, to André Rieu Travel, PO Box 2244, 6201 HA Maastricht, cs.travel@andrerieu.com, accompanied by the necessary supporting documents if available.

11.3. If you fail to meet the obligation to report as meant in article 11.1 and 11.2 before or during the travel package, and subsequently the relevant supplier/provider of accommodation or ART was not given the opportunity to remedy the shortcoming, you are not entitled to compensation to the extent that failure to report led to damages.

11.4. If you do not submit the complaint on time, ART B.V. will not deal with it, unless you cannot reasonably be blamed for this. ART will notify you of this in writing.

11.5. ART will respond in writing as soon as possible, but no later than 1 month after receipt of the complaint.

11.6. Insofar as any damage ensues from a complaint, any obligation to pay compensation is assessed in accordance with Article 9 if it concerns a package holiday and ART qualifies as a tour operator. If damage ensues from a complaint, any obligation to pay compensation is assessed in accordance with Article 10 if ART has acted in its capacity as travel agent/service provider.

12. Closing provisions

12.1. Dutch law applies to these General Travel and Booking Conditions that apply between ART and you and to every agreement that exists between you and ART.

12.2. All disputes that may arise as a result of the agreement between ART and you, or any agreement that may be the result thereof, will be settled exclusively by the competent court in Maastricht, unless mandatory legal provisions prescribe a different competent court.

12.3. These General Travel and Booking Terms and Conditions were last amended in April 2020. They can be downloaded from the website and will be sent to you upon request.

These Terms and Conditions will be amended from time to time.