



*Experience Nubia*

Experience Nubia  
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#### **TERMS AND CONDITIONS TRAVEL AGENCY EXPERIENCE NUBIA**

These general conditions apply to travel agreements with Experience Nubia. The participant tacitly agrees with these conditions registration by booking one of our trips.

#### **Booking and payment**

The booking is created once the booking form is completed and signed and received by us. After the booking, the participant will receive an invoice within two weeks. This is also the confirmation of the booking. Within 14 days after receipt of the booking confirmation a deposit (10% of total price) needs to be transferred to Stichting Derdengelden Certo Escrow (read more below). Final payment to Stichting Derdengelden Certo Escrow is due 6 weeks prior to travel date. In case the booking is done with 6 weeks before the start of the journey, the total amount needs to be paid at once. Late payment gives us, after demand, the right to cancel a booked trip. The travel conditions mentioned in this cancellation policy then in effect.

#### **Fare**

All prices are per person and based on prices, exchange rates and taxes as they were known during the assembly of the trips. When information changes occur, prices can be adjusted. Participants shall be informed immediately of any such changes.

If the price increase exceeds 10% of the total amount, then the journey can be canceled by the participant within 8 days without incurring.

#### **STO Garant Guarantee Scheme**

In order to meet its statutory obligation to provide a guarantee, Experience Nubia 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.stogarant.nl/en/members](http://www.stogarant.nl/en/members)). You can find all information relating to STO Garant at [www.stogarant.nl/en](http://www.stogarant.nl/en).

Whether STO Garant's guarantee applies to a particular (travel) offer made by Experience Nubia 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.stogarant.nl/en/downloads](http://www.stogarant.nl/en/downloads)).

If STO Garant's guarantee applies to your booking, you do not pay the booking sum to Experience Nubia but instead into the escrow account belonging to Stichting Derdengelden 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 Experience Nubia, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

#### **Travel time, program and program changes**

The specified duration includes the days of departure and arrival. Tours are compiled from information obtained during the composition disposal. In situations of force majeure caused by changes in timetables, natural disasters, strikes, political disputes, mechanical breakdowns, weather conditions, etc., changes to the program are necessary, or may lapse travel. Participants are informed immediately in writing in case of changes before the date of departure.

If a force majeure situation occurs during a trip and changes in the trip are therefore needed, it shall be discussed with the participants. The representative of Experience Nubia finally takes the decision and has the right to make changes to the original route, the (tour) program, the schedule and matters relating to accommodation and transport.

#### **Travel Documents**

Participants must be in possession of a valid passport that is still valid at least six months after leaving Egypt or Sudan. If the journey can't be made through the lack of proper documents or only partially, all resulting costs are borne by the participant.

### **Obligations of the participant**

The participant is required to follow all instructions of the tour from Experience Nubia and is liable for damages caused by the breach of this obligation. If the inconvenience or nuisance to the proper execution of the trip by the participant is so strongly complicated, the representative of Experience Nubia has the right to excluded the participant from further participation in the trip. All resulting costs shall be borne by the participant.

In case of emergency, we are obliged to help the participant and assistance. This can be severely hampered if no appeal can be made to the assistance of a travel insurance included with SOS key.

Participants are therefore required a full coverage travel insurance and provide us with a copy of the insurance contract.

### **Cancellation by the participant**

Cancellation can only be sent by registered letter. If you cancel your trip, the following amounts per participant are payable:

to 8 weeks before departure: 10% of the fare

to 6 weeks before departure: 25% of the fare

up to 4 weeks before departure: 50% of the fare

up to 2 weeks prior to departure: 75% of the fare

then 100% of the fare.

### **Cancellation by Experience Nubia**

Experience Nubia has the right to cancel the trip:

· If the minimum number of participants as to the travel per trip indicated is not met.

The participants will be informed no later than 4 weeks before departure informed.

· A case of abnormal and unforeseeable circumstances and force majeure (natural disasters, political conflicts, war, etc.).

In these cases, the participant is entitled to a similar journey, or a refund of (the already paid portion of) the fare.

### **Liability**

Experience Nubia is responsible for the proper execution of the travel agreement. The implementation process should also be assessed on the basis of the customs and habits and the restrictions that the destination of the journey entails. Account should be taken of the nature of the trip.

Experience Nubia is not liable for:

- Damage caused by shortcomings in the implementation of the travel contract under circumstances that are attributable to the participant, including damages that result from the health and physical condition of the participant;
- Damage caused by circumstances not attributable to Experience Nubia or required by law or in the socially accepted standards which cannot reasonably be attributed to Experience Nubia;
- Delays and / or damage changed transportation schedules or timetables, acts of war, strikes, political conditions, mechanical failure, natural disasters or other causes involving force majeure and the consequences of which could not reasonably be avoided;
- Theft, loss or damage to property / luggage;
- By participants possessing under Dutch laws or those of the host country prohibited substances or products;
- By participants acting in violation of laws and customs of the country in which you are traveling;
- Errors made by carriers;
- Manifest errors in the travel program;
- Damage which travel and / or cancellation insurance provide coverage.

### **Complaints**

Any complaints during the trip are to be discussed directly with the tour leader / representative of Experience Nubia. If this is not possible or if there is no satisfactory solution found, a complaint in writing can be done within one month after the trip is finished.