



Objective

Article 1

Stichting Garantiefonds Reisgelden, hereinafter referred to as: "SGR", has undertaken toward its participants, in accordance with and within the scope of the objectives under the articles of association as set out below, to make payments to or for consumers. The consumer accepts this guarantee when booking with a participant.

Definitions

Article 2

In this guarantee scheme the following terms have the following meanings:

- a. Consumer: the natural person who is not acting in the course of a commercial business or professional activity and who as a traveler is party to an agreement covered by the SGR guarantee.
- b. Trader: any natural person or legal entity acting, including through another person acting on his behalf or for his account, in connection with his trade, business, craft or professional activity, in respect of contracts covered by Title 7A of Book 7 of the Dutch Civil Code, contracts for transport and contracts for accommodation, irrespective of whether he is acting as an organiser, retailer, trader facilitating a linked travel arrangement or travel service provider.
- c. Organiser: a trader who puts together travel packages and offers these directly or through or together with another trader, or the trader who provides the traveller's details to another trader in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- d. Retailer: trader, other than the organiser, who offers travel packages put together by the organiser, or who mediates in the sale of contracts for transport or contracts for accommodation.
- e. Package travel agreement: agreement pertaining to the entire travel package or, if the package travel is provided on the basis of separate agreements, all agreements relating to travel services forming part of the travel package, in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- f. Linked travel arrangement: a minimum of two different types of travel service which are purchased for the same trip or holiday, which do not constitute a travel package and for which separate agreements are concluded with different travel service providers, where a trader: i) facilitates the separate selection and separate payment by the traveller of each travel service during one visit to, or contact with, his own point of sale; or ii) facilitates the purchase of at least one additional travel service from another trader in a targeted manner, provided that an agreement is concluded with the other trader at the latest within 24 hours of the confirmation of the booking of the first travel service, this in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- g. Participant: the trader that has a valid participation agreement with SGR.

- h. Contract for transport: agreement regarding passenger transport, such as by bus or by boat.
- i. Contract for accommodation: a contract for accommodation which is not an essential part of passenger transport and which is not intended for habitation, such as a hotel or a holiday apartment.
- j. Financial inability: no longer being able to fulfil financial obligations and also having ceased to pay creditors or, as the case may be, being under undisclosed administration, or in a situation of suspension of payment or liquidation.
- k. Booking: a package travel agreement, linked travel arrangement, contract for transport or contract for accommodation concluded with a consumer.

Payments

Article 3

1. SGR has the objective of making payments to or for consumers who have concluded package travel agreements, linked travel arrangements or contracts for transport or contracts for accommodation with a participant or through agency of a participant, if these consumers suffer financial loss should the participant concerned not perform due to financial inability.
2. The contract concluded by the consumer with the participant is deemed to be concluded in the Netherlands or Switzerland.
3. Airline tickets which are not part of a package are not covered under this guarantee scheme.
4. The consumer who has concluded a package travel agreement, linked travel arrangement or contract for transport or contract for accommodation with a participant, or through agency of a participant and who has paid the participant and is also in the possession of a booking confirmation and invoice and the proof of payment related thereto, is eligible for payment. If the agreement or the arrangement is not performed by the participant and if the consumer is, in lieu thereof, provided with a voucher, which entitles to an alternative trip at a later time, then the board of SGR may decide that the said voucher equally entitles to full or partial payment pursuant to the guarantee scheme, provided that the additional conditions that the board of SGR can impose on the voucher and the payment in the relevant decision are met.
5. Payments will only be made if and insofar as the consumer can demonstrate that he cannot recover his loss from third parties.



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6. The payment amounts to the maximum of the travel costs, transport costs and/or accommodation costs paid. If the trip and/or the accommodation has/have already been partly used, the payment will be limited to a proportional part of the amount already paid. Insofar as the contract comprises transport and the place of destination has already been reached, the return journey will be arranged. If and to the extent that entitlement to payment exists, it is noted that SGR only is held to proceed with payment insofar as the available resources are sufficient.
7. If and insofar as with due regard to the provisions of this scheme the right to payment exists, the obligation to compensate on the part of SGR will be limited to an amount of € 12.500 per consumer per claim.
The excess is insured by SGR for the benefit of the consumer with Europeesche Verzekeringen. In the event of loss SGR will settle the loss, on behalf of the consumer concerned, with Europeesche Verzekeringen, without prejudice to the right of the consumer, as insured party, to claim payment directly from Europeesche Verzekeringen.
8. Payments will be made in the following cases:
 - a. A participant is in default of performance due to financial inability if and insofar as another trader is not obliged to perform toward the consumer;
 - b. A participant, due to financial inability, does not comply with an order pursuant to a binding decision of the Travel Industry Disputes Committee or an irrevocable judicial decision of payment of compensation to the consumer, insofar as the compensation relates to a booking that is covered by the SGR guarantee.
9. Whether or not there is a case of non-performance by a participant as a result of his financial inability is exclusively at the discretion of SGR.
10. The following are excluded from compensation:
 - a. The package travel agreements, linked travel arrangements, transport contracts and/or contracts for accommodation, which have been concluded with an organisation that is not a participant of SGR at the time of the concluding of the contract, unless this contract has come into effect through the intermediation of a retailer who is a participant of SGR.
 - b. The package travel agreements, linked travel arrangements, transport contracts and/or contracts for accommodation, which have been concluded with businesses or institutions such as companies, schools and associations.
 - c. Amounts of money that have been paid after it has been published on the SGR website and by notification in the media that the participant concerned is in a state of financial inability and that because of this no further payments must be made.

- d. Amounts of money that have been paid in advance in conflict with the terms and conditions of the participant.
- e. Insurance premiums, policy fees, costs of changes, telephone costs, credit card costs, security deposits, legal costs, interest costs and costs for acquiring visas and similar costs that do not form part of the travel costs.
- f. Bookings that have exclusively come into effect on the basis of lotteries, savings stamps, airmiles and similar bookings not paid for in cash or by bank transfer.
- g. Vouchers that have not resulted in a booking with a participant. This does not include vouchers as intended in paragraph 4 of this article that were made available by the participant to the consumer by way of alternative to a package travel agreement, linked travel arrangement or contract for transport or contract for accommodation, to the extent that the board of SGR decided that the vouchers entitle to full or partial payment pursuant to the guarantee scheme.

Article 4

1. The consumer is obliged to submit his claim against SGR no later than within two months after he became aware, or reasonably could have become aware that, due to financial inability, the participant concerned cannot fulfil his obligations toward the consumer.
2. The consumer is only entitled to payment by SGR if SGR, within the scope of its objectives and this guarantee scheme, is obliged to make a payment to or for the consumer, this with due regard to article 5, and the consumer has fulfilled the obligations to be stated below.

Replacement trip

Article 5

1. SGR retains the right as appropriate to, instead of repayment of paid travel costs, transport and accommodation costs, itself arrange the performance of the agreement, in which case the terms and conditions agreed with the trader will remain applicable.
2. SGR is also entitled to have the consumer make the choice between repayment of the travel costs, transport and accommodation costs already paid and the booking of a replacement trip, replacement transport or replacement accommodation, insofar as necessary with extra payment or repayment if the price of the replacement product is higher or lower than the payment the consumer is entitled to.
3. The consumer can never require from SGR that it carries out services other than the ensuring of the return journey and/or the making of a payment up to the amount of the travel costs, transport and accommodation costs paid, or if the trip and/or the accommodation has already been partly used, a proportional part thereof.

Obligations on the part of the consumer and the retailer

Article 6

1. The consumer must, if the booking has been concluded through intermediation of a retailer, contact this retailer in order to be able to make claim to payment.
2. Consumers who have booked directly with the participant, who has become financially unable, can submit their claim directly via the website of SGR.
3. The claim to payment will lapse in the case of late submission of the claim, whereby the provisions of the following subclauses must be observed.
4. Every consumer is obliged to submit or hand over the following when submitting his claim to the retailer referred to in subclause 1, or as the case may be to SGR:
 1. the booking confirmation and the invoice;
 2. the proofs of payment (receipts) related thereto;
 3. any travel documents, such as transport tickets (including airline tickets), vouchers and suchlike that are in his possession.
5. As long as one of the documents to be submitted and handed over on the basis of theaforesaid is absent, the consumer will not have any claim to payment.
6. In case of the liquidation of the participant or the suspension of payment on its part, the consumer grants SGR permission to retrieve his booking details (including his name and address and payment details) from the insolvency practitioner or administrator for the purpose of exploring his right to receive payment from SGR under this guarantee scheme. SGR will not use the personal data for any purpose other than that of this inquiry.
7. The consumer and the retailer are obliged to comply with the instructions given by SGR with regard to the submission of the claim.

Mandate and power of attorney

Article 7

The consumer will be deemed to have given a mandate and power of attorney to the aforesaid retailer for all actions that are necessary to collect on his behalf the amount which the consumer is entitled to claim from SGR pursuant to the guarantee.

Assignment and subrogation

Article 8

1. In the event that SGR makes payments to or for the benefit of the consumer, SGR will be subrogated to the rights of the consumer toward the participant concerned.



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2. The consumer is obliged to cooperate with the assignment to SGR of his rights, to the level of his claims to payment, toward the (former) participant concerned and/or the trader, whether or not a participant of SGR, in accordance with the model to be determined by SGR.
3. As long as the consumer has not fulfilled the obligations recorded in the previous subclause he will not have any claim to payment, or as the case may be a payment already made will have been paid unduly.

Amendment

Article 9

1. The board of SGR is entitled, after approval from the Supervisory Board, to amend this guarantee scheme.
2. The guarantee scheme which has most recently been adopted at the time of the booking will be binding.

Concluding provision

Article 10

In all events for which the law, the articles of association or any regulations do not provide, the board will decide.

The law of the Netherlands applies to this guarantee scheme.

All disputes on the basis of this guarantee scheme will only be submitted to the Rotterdam District Court.

Thus recorded by the board after acquiring approval from the Supervisory Board during its meeting on 22 September 2020.

Stichting Garantiefonds Reisgelden
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Disclaimer for translation errors

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