

Terms and conditions RAAK EXPEDITIONS

1 Applicability

- a) These conditions apply to all workshops and / or tours or expeditions booked with RAAK.

2 Definitions

- a) Participant: the person who books the expedition, or the person for whom the expedition has been booked and / or by whom the expedition is followed; the participant has an age of at least 18 years unless accompanied by an adult.
- b) RAAK: RAAK HAPTONOMY
- c) Registration: the acceptance of the RAAK offer by a participant / company with regard to one or more EXPEDITIONS offered by RAAK.
- d) EXPEDITION: a day or set of days as offered on the website or otherwise in which personal development trips, instructions are followed by the participant.
- e) Cancellation: the cancellation of an EXPEDITION by the participant before the start of the EXPEDITION.
- f) Abort: no longer following an expedition that has already started.
- g) Administration costs: costs that are charged as a result of certain administrative acts.

3 Registration and Payment

- a) Registration takes place by verbal (telephone) registration or by written registration (as well as via internet or e-mail). A registration is irrevocable.
- b) In the case of over registration, the order of receipt of the registration form and the order of receipt of the registration fee determine whether or not the agreement is entered into.
- c) As soon as possible and within approximately four weeks after the stated date, all persons who have registered in the prescribed manner will receive a written confirmation of the agreement or a message stating that no agreement could be entered into due to registration. The registration fee will be refunded to those with whom no agreement could be entered into due to registration.
- d) After registration, the participant / company is obliged to pay 20% of the expedition costs of € 599 within 8 days to record your place on the trip. The remainder of € 2.396 will have to be paid to the bank account of RAAK no less than 60 days prior to the expedition.
- e) In case the full payment is not received at the start of the expedition, the participant / company is in default and RAAK may refuse the participant participation in the expedition. In that case, full or partial refund of any down payments will not take place.
- f) RAAK stores the personal data provided by the participant in accordance with the regulations that follow from the GDPR in a designated and secure manner, with the following

the sole purpose of registering and informing the participant. At the request of the participant, this information is immediately deleted after the expedition.

4 Cancellation

- a) In the event of cancellation, the participant owes RAAK a fixed compensation amounting to: 20% in the event of cancellation up to 2 months before commencement; 50% in case of cancellation up to two weeks before the start; 100% in case of cancellation within two weeks before the start.
- b) Participants who cancel an expedition for reasons related to the practice of sailing at sea, such as seasickness, are not entitled to full or partial reimbursement of the fare.
- c) Participants who partially or completely interrupt an expedition for urgent private or (relocation of) working conditions or urgent health reasons, other than under the previous paragraph, are not entitled to a full or partial refund of the course fee. On the basis of a written request from the participant stating the urgency of the cancellation, RAAK may, at its own discretion, proceed to offer another expedition. In that case the participant accepts administrative costs as well as any additional payment to complete the arrangement. The replacement expedition may not be at the expense of registrations from other participants.

5 Unforeseen Circumstances

- a) RAAK accepts no liability for any delay in the execution of the expedition due to unforeseen circumstances and / or for the damage caused by the participant as a result thereof.
- b) In circumstances where the execution of the expedition is impeded and for which RAAK is responsible, such as technical defects in the boat or absence of the instructor / facilitator, RAAK is entitled at all times to cancel the expedition under the offer of a replacement expedition or full or partial refund of the course fee. RAAK assesses the circumstances and the assessment is not up for discussion.
- c) The risk with regard to weather conditions lies explicitly with the participant. In the event of poor (weather) conditions or comparable circumstances that impede the execution of the expedition, RAAK is entitled at all times to offer an adjusted program or to choose a different destination for the expedition. The instructor / facilitator assesses the circumstances and the assessment is not up for discussion.
- d) RAAK is entitled to cancel an expedition if there is insufficient participation. RAAK is then obliged to refund amounts already paid immediately.

6 Liability

- a) The participant participates for his own account and risk.
- b) RAAK is insured for liability relative to third parties.
- c) RAAK is in no way liable with regard to damage that is not covered by its insurance (as stated in its insurance policy) and with regard to damage, the amount of which exceeds the amount stated in the policy.
- d) Participants are obliged to take out insurance against third parties for damage caused by them.
- e) The person who books the expedition also for other participants is jointly and severally liable to RAAK for any damage caused by the other participant.

- f) Minor damage caused by the participant, for example the loss of a winch trade, will be immediately compensated by the participant to RAAK.
- g) RAAK is not liable in the event of loss, damage or theft to the personal belongings of the participant.
- h) The participant is advised to adequately insure personal luggage and possessions.

7 Obligations participant

- a) Participants must truthfully complete and submit the RAAK registration form before the start of the expedition.
- b) Every participant is obliged to provide himself with an insurance package that is as complete as possible. A full insurance package consists of: travel insurance (including luggage insurance), cancellation insurance, liability insurance and health insurance.
- c) Participants must indicate in advance if there are health aspects or medication use that may influence the practice of sailing or the stay at sea. Having complied with this rule offers the participant a right to redress if complications arise.
- d) Each participant is expected to experience the entire expedition and to make an active contribution to the entire program of the trip.
- e) Participants must take note of the General Terms and Conditions
- f) Participants must have at least a swimming diploma A.
- g) Participants must be aware of the risks associated with sea sailing or must be informed about this in advance.
- h) The participant must refrain from the use and / or possession of alcoholic beverages or drugs during the sailing trip (alcohol may be consumed moderately if not sailing / not skiing); the participants must take into account the fellow participants and other water sports enthusiasts and not cause any nuisance. In the event of acts or omissions that are contrary to this provision, RAAK is authorized to deny the participant (further) participation in the expedition with immediate effect.
- i) The participant must ensure that on departure he / she has all the travel documents required for access to the countries that are visited during the execution of the expedition, such as passport, visas, proof of vaccination and vaccinations. If during the execution of the expedition the participant is refused access to a certain country because he does not have the required travel documents, all consequences thereof, including the damage and costs occurring for RAAK as a result, are for the account and risk of the participant, without any other right to full or partial refund of the travel sum.
- j) Participants must be present at the agreed time before the start of the expedition. Participants who arrive late run the risk that their expedition will be canceled, without there being any right to a full or partial refund of the fare.
- k) At stops during the execution of the expedition, the participant must be back at the indicated time at the boat.
- l) The participant must at all times behave in accordance with the safety instructions, the on-board regulations, instructions, rules and regulations that have been or will be given by RAAK or persons or organizations involved in the execution of the expedition on behalf of RAAK. If the participant refuses to follow the instructions, he / she is responsible for any resulting damage.
- m) RAAK reserves the right to (photo) copy and / or register the travel documents of its participant in any other way. In addition, we reserve the right to deny the participant access

to the boat and to dissolve the agreement if the papers shown are not in order and / or appear to be in order, without otherwise being entitled to a full or partial refund of the fare. turn into. All fines and / or other costs resulting from traveling by the participant without the correct and / or valid travel documents will be fully recovered from the participant as well as the administration costs for each written message that must be prepared in this regard.

- n) Disconnect to connect: during the expedition, participants can make minimal use of a mobile telephone, Ipad or laptop and social media channels. Use is excluded during sailing, briefing and de-briefing. We will also use the internet because of the gathering of nautical information.

8 In the event of Refusal (further) Participation

- a) RAAK and the persons or organizations involved in carrying out the expedition are at all times entitled to deny access to or stay in RAAK's boat or accommodation to persons who can reasonably be expected to be affected by alcohol or drugs, either because of appearance or clothing do not meet basic hygiene requirements, or due to illness, physical or mental condition cannot reasonably be considered capable of participating in the course, or exhibits misconduct at the discretion of the instructor or else it can be reasonably suspected that they will hinder or delay the execution of the expedition, whether or not by violating these conditions, or that they may cause nuisance or danger (contamination) to fellow participants. The participant concerned is not entitled to a full or partial refund of the course fee. In this context, RAAK will not be held liable in any way.

9 In the event of damage and complaints

- a) Requests for restitution, damage claims and / or complaints concerning the execution of the expedition must be submitted in writing to RAAK within 1 month after the last day of the expedition.

10 Applicable law and competent court

- a) Dutch law applies to the services provided by RAAK.
- b) Disputes that arise as a result of these terms and conditions or in connection with the performance of the services, will only be submitted to the (President of the) District Court in The Hague.
- c) If and insofar as there is a dispute about the interpretation of the present terms and conditions of RAAK, the Dutch-language version is decisive in the resolution thereof.

11 Version, Publication and Adjustments

- a) These terms and conditions are subject to change. This is version 11-2019.
- b) These conditions are published on the RAAK website. Registrations via the website are accompanied by a statement of agreement with these conditions from the participant.
- c) Obvious errors or mistakes in our brochures and other publications such as the internet do not bind RAAK. RAAK reserves the right to change errata.

12 Notices

All notifications to RAAK will be made to:

RAAK HAPTONOMIE
5211 DV Den Bosch
Telephone: 06-10226410
Email: info@raak-haptonomie.nl