

Article 1 – Definitions

1.1 **TMJ Adventures:** The organizer that arranges and offers the Trip.

1.2 **Trip:** A program organized by TMJ Adventures.

1.3 **Traveler:** Any person who enters into or wishes to enter into an agreement with TMJ Adventures regarding a Trip and any person who has the right to travel under the Agreement.

1.4 **(Travel) Agreement:** An agreement, including these terms and conditions, where TMJ Adventures commits to providing a pre-arranged program offered by them to the Traveler.

1.5 **Travel Service:** Passenger transport, rental of a motor vehicle or motorcycle, accommodation, or another tourist service insofar as these services fall within the definition of Article 7:500 sub a BW (Dutch Civil Code).

1.6 **Service Provider:** The provider who executes part of the Trip, such as auxiliary persons (accommodation providers/carriers/external guides/trainers/etc.) of TMJ Adventures.

1.7 **Accommodation:** The stay in an accommodation that a traveler can book through TMJ Adventures within the organized program by TMJ Adventures. TMJ Adventures acts as an intermediary regarding the booking of the accommodation.

1.8 **Accommodation Provider:** The party that, in the exercise of its business, offers overnight stays to travelers in its own name. If a traveler books accommodation through TMJ Adventures, the traveler enters into an agreement with the accommodation provider concerning the overnight stay(s).

1.9 **Package Trip:** A package trip as defined by law. Package trips are covered under the STO Garant guarantee scheme.

1.10 **Written:** In writing or electronically, including by email.

1.11 **Conditions:** These general terms and conditions.

1.12 **Working Days:** Monday to Friday excluding recognized holidays.

Article 2 – Applicability of Conditions 2.1 These conditions apply to all travel agreements concluded with both consumers and companies. If the travel organization mentions this in publication, these travel conditions can also apply to agreements regarding other services. 2.2 For high-risk trips, different provisions may apply, the applicability of which will be stipulated in the relevant offers. 2.3 If a traveler books accommodation through TMJ Adventures, the terms and conditions of the involved accommodation provider apply to the booked accommodation. 2.4 Deviating and additional conditions must be agreed upon in writing. Deviating provisions in the individual agreement take precedence over these Conditions.

Article 3 – Formation of Agreement 3.1 The agreement is concluded by the traveler's acceptance of the offer from TMJ Adventures. 3.2 The offered Trip includes the services and facilities expressly described in the organizer's quotations and publications. The content of the offer is determined solely based on the information provided by TMJ Adventures. The travel duration is indicated in whole days, with the day of departure and arrival counted as full days. 3.3 Bookings made through the website in which all desired personal data are provided are considered official bookings, regardless of the departure date. 3.4 All quotations for individual trips or customized trips are non-binding and can be revoked by TMJ Adventures without giving reasons until 5:00 PM on the next working day (Mon-Fri) after acceptance, even if the customer has received a confirmation email from TMJ Adventures after acceptance. 3.5 The traveler shall provide TMJ Adventures with the necessary information regarding themselves and any other travelers before concluding the agreement and during its execution. 3.6 If the Traveler makes certain preferences known before or at the time of concluding the Agreement, rights can only be derived from these preferences if they have been accepted as a special request via a written commitment from TMJ Adventures to the Traveler that the preference will be granted. Mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose. 3.7 Anyone who enters into an agreement on behalf of or for the benefit of another is jointly and severally liable for all obligations arising from the agreement. The other Travelers are each liable for their part. The confirmation, invoice, travel documents, and all other communications are only sent to the Traveler who made the booking. The Traveler who books the Trip on behalf of or for the benefit of others is obliged – with the consent of that person – to disclose relevant personal circumstances of those other Travelers that may affect the execution of the Agreement at registration. The Traveler who books the Trip on behalf of or for the benefit of others is obliged to provide those other Travelers with these Conditions and other relevant communications. 3.8 TMJ Adventures sends a booking confirmation, possibly together with a (deposit) invoice, after booking the trip. A booking of the Trip is final. The Traveler has no right to withdraw from the Agreement. 3.9 If the agreed trip is included in a publication (e.g., brochure, website) of TMJ Adventures, the data included therein form part of the agreement. Obvious errors and mistakes in a publication do not bind TMJ Adventures. This concerns the offer of a price, the content of the offered service, or Article 1 – Definitions

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Article 2 – Applicability of Conditions

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preference will be granted. Mere mention as a preference on travel documents and the booking confirmation is insufficient for this purpose.

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3.10 If the Traveler makes requirements known to TMJ Adventures in connection with their medical condition or other compelling interests at the time of concluding the Agreement, this serves as a suspensive condition for the formation of the Agreement. TMJ Adventures must reject or confirm the 'requirement' within a reasonable period and ensure that it is met. If TMJ Adventures rejects the requirement, no agreement is formed. If the organizer confirms the requirement, the Agreement is concluded by sending the confirmation. If the requirements involve additional costs and these are known, TMJ Adventures will make a new offer to the Traveler.

3.11 The Traveler booking the trip must be of legal age. If a minor (<18 years) travels without the persons having authority over the minor, these persons must send a signed consent statement to TMJ Adventures within 7 days after booking. The travel agreement is only concluded upon receipt of this statement.

3.12 TMJ Adventures only acts as an intermediary in arranging accommodation for the participants. When booking accommodation through TMJ Adventures, an agreement is concluded between the traveler and the involved accommodation provider.

3.13 TMJ Adventures is not responsible for photos, brochures, and other promotional material issued under the responsibility of third parties.



Article 4 – Information by TMJ Adventures

4.1 The published travel sums are, unless otherwise indicated, per person. The services and facilities mentioned in the publication are included. Costs outside the travel sum are listed separately in the price overview.

4.2 The published travel sum is based on prices, exchange rates, levies, and taxes known to TMJ Adventures at the time of the publication's printing. The amounts mentioned in these conditions include VAT, if applicable.

4.3 In due time before the start of the Trip and at the latest when providing the final travel information, the Traveler will receive comprehensive information about the booked Trip, including information about the content and start time of the program and preparation for it.

4.4 The Traveler must have the necessary documents at departure and during the trip, such as a valid passport or, where allowed, an ID card, and any required visas, driver's license, and insurance certificate.

4.5 If the traveler cannot make the trip or can only partially make it due to the absence of a valid document, the associated consequences are at the traveler's expense.

4.6 The final travel information will be sent to the Traveler (digitally) at least 7 days before departure unless the invoice has not been paid in full. If the Traveler has not received the travel information 5 days before departure, they must notify the Organizer immediately.

4.7 TMJ Adventures requires the Traveler to take out cancellation insurance and travel insurance covering risks such as mountain biking or activities in mountainous terrain.

Article 5 – Information by the Traveler

5.1 Before or at the conclusion of the Agreement, the Traveler who makes the booking provides all information relevant to the Trip about themselves and the other Travelers they have registered. This particularly concerns information about the Travelers or the composition of the group if this may affect the health or safety of the Traveler or others during the Trip. If the information provided is incorrect or incomplete, this may result in the Traveler being excluded from participation by TMJ Adventures or the Service Providers. In such cases, the Traveler is liable for the cancellation costs in accordance with Article 9. Other resulting costs are also at the Traveler's expense.

5.2 Travelers with reduced mobility and their companions, pregnant women, unaccompanied minors, and Travelers with an illness that may affect the Trip must report this when entering into the Agreement or as soon as the Traveler becomes aware of it to TMJ Adventures concerning possible consequences for the Trip, especially air travel. These Travelers must verify themselves whether a medical certificate is needed to travel.

Article 6 – Payment

6.1 When the agreement is concluded, an amount equal to 30% of the total invoice amount must be paid unless otherwise indicated in the relevant publication.

6.2 The remaining invoice must be received by TMJ Adventures no later than 49 days before the departure date.

6.3 If the trip is a package trip, the booking and payment fall under STO Garant. The payment of the booking amount is made via the STO Garant payment system. Payment must be made to the escrow account of Stichting Derdengelden Certo Escrow, a payment service provider registered with the Dutch Central Bank (DNB) and the Financial Markets Authority (AFM). This Stichting Derdengelden processes all payments for STO Garant. The payment of the traveler is guaranteed in the escrow account until the day after the booking ends.

6.4 In case of late payment, the traveler is in default and will be notified other information which, given all circumstances, the Traveler could not reasonably assume was intended by TMJ Adventures. If there is reason to doubt the accuracy of the price or information, the Traveler should inquire. 3.10 If the Traveler makes requirements known to TMJ Adventures in connection with their medical condition or other compelling interests at the time of concluding the Agreement, this serves as a suspensive condition for the formation of the Agreement. TMJ Adventures must reject or confirm the 'requirement' within a reasonable period and ensure that it is met. If TMJ Adventures rejects the requirement, no agreement is formed. If the organizer confirms the requirement, the Agreement is concluded by sending the confirmation. If the requirements involve additional costs and these are known, TMJ Adventures will make a new offer to the Traveler. 3.11 The Traveler booking the trip must be of legal age. If a minor (<18 years) travels without the persons having authority over the minor, these persons must send a signed consent statement to TMJ Adventures within 7 days after booking. The travel agreement is only concluded upon receipt of this statement. 3.12 TMJ Adventures only acts as an intermediary in arranging accommodation for the participants. When booking accommodation through TMJ Adventures, an agreement is concluded between the traveler and the involved accommodation provider. 3.13 TMJ Adventures is not responsible for photos, brochures, and other promotional material issued under the responsibility of third parties.

Article 7 – Substitution

7.1 The traveler may be replaced by another person if the replacement meets all the conditions of the agreement. The traveler must request the organizer to substitute the person no later than 7 days before the start of the Trip, or within a reasonable period in which the necessary actions can be taken. Transfer is only possible if the conditions of the involved entities/organizations/service providers allow it.

7.2 The traveler and the person replacing them are jointly liable for the payment of the outstanding amount and any additional compensation, surcharges, and other costs arising from the substitution, including change fees.



Article 8 – Changes by the Traveler

8.1 The traveler who booked the Trip can request TMJ Adventures in writing to change the Agreement. TMJ Adventures is not obligated to comply. The organizer will inform the traveler of the new travel price. If the traveler agrees to the change costs, the new travel price and change costs are due. If the new travel price is lower than the original price, the difference will be offset against the change costs.

8.2 A request to change the departure date constitutes a cancellation rather than a change, except for an additional overnight stay before or after the offered program. Reducing the number of paying passengers constitutes a partial cancellation. The cancellation provisions of Article 9 apply.

Article 9 – Cancellation by the Traveler

9.1 The traveler can cancel the Agreement at any time before the Trip starts. Cancellation must be made in writing, preferably by email. The date on which the written cancellation is received by TMJ Adventures is considered the date of cancellation. If received after 17:00 or outside business days, the next business day (Mon-Fri) is considered the date of receipt.

9.2 If an agreement is canceled by the traveler, each traveler is liable for both booking costs and cancellation costs.

9.3 The cancellation costs for agreements are as follows: – Cancellation up to 93 days before departure: 15% of the travel price – Cancellation from 93 days to 49 days before departure: 30% of the travel price – Cancellation from 49 days to the departure day: 100% of the travel price

Article 10 – Changes by TMJ Adventures

10.1 TMJ Adventures has the right to unilaterally amend the Agreement before the Trip commences, provided that these are non-material changes. The Traveler will be informed of such changes in writing and clearly.

10.2 TMJ Adventures is obligated to inform the Traveler of any changes made to the start time of the Trip.

10.3 TMJ Adventures has the right to change the agreed services on one or more essential points due to significant circumstances.

10.4 Significant circumstances are defined as those that are of such nature that continued adherence by TMJ Adventures to the Agreement cannot reasonably be demanded. If the cause of the change can be attributed to the Traveler, the resulting damage will be at the Traveler's expense. TMJ Adventures must present a change proposal in the form of an alternative offer within two working days after the significant circumstances have occurred. This obligation ceases if the cause of the change is attributable to the Traveler. The Traveler may reject the change(s).

10.5 Program changes are not grounds for dissolving the travel agreement. TMJ Adventures will always make efforts to offer an alternative program if the regular program cannot be executed due to circumstances. The travel organization is required to inform the Traveler about the alternative program. The alternative program should be as equivalent as possible to the original



program. If the alternative program incurs additional costs, these costs will be borne by the Participant. The travel organization is obliged to keep any additional costs to a minimum.

10.6 If the change results in a reduction in the quality or cost of the Trip, the Traveler is entitled to a suitable price reduction.

Article 11 – Termination by TMJ Adventures

11.1 In the case of significant circumstances, TMJ Adventures has the right to terminate the Agreement immediately and refund all amounts paid for the Trip without being liable for damages.

11.2 If TMJ Adventures terminates the Agreement, it must do so in writing (by email) and no later than one month before the execution of the Agreement. The Traveler may then rebook to another trip free of charge. Costs incurred by the Traveler for services outside the Agreement, such as vaccinations, visas, equipment purchases, insurance, and, if not included in the Trip, flights, tickets, accommodation, etc., will not be reimbursed.

11.3 If the Traveler does not meet the pre-set participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition, or other relevant matters is provided by or on behalf of the Traveler, TMJ Adventures has the right to terminate the Agreement. This does not affect other rights of TMJ Adventures.

Article 12 – Responsibility

12.1 TMJ Adventures is responsible for the execution of the Travel Services covered by the Agreement, regardless of whether these Travel Services are provided by the Organizer itself or by another Travel Service Provider.

12.2 TMJ Adventures will provide the Traveler with the contact details of the Trip Leader and, if applicable, their local representative for emergencies before the Trip commences.

12.3 TMJ Adventures will inform the Traveler of any changes to the travel schedule or times. If TMJ Adventures is unaware of the Traveler's place of stay, the Traveler will only be informed via the email address or mobile phone number known to TMJ Adventures.

Article 13 – (Non-)Conformity and Force Majeure

13.1 TMJ Adventures must perform the Agreement in accordance with the expectations that the Traveler could reasonably have based on the publications, the Agreement, and the circumstances at the travel destinations.

13.2 If the Trip does not proceed in accordance with the expectations referred to in paragraph 1, the Traveler is obliged to notify the relevant parties as soon as possible as mentioned in Article 17.

13.3 TMJ Adventures will ensure that the shortcoming in the execution of the Agreement is rectified. This obligation ceases if it is impossible or entails disproportionate costs considering the degree of the shortcoming and the value of the relevant Travel Services.



13.4 If the Trip does not proceed in accordance with the expectations referred to in paragraph 1, TMJ Adventures is obliged to compensate any damage, unless the shortcoming in performance is not attributable to it or the person whose assistance it uses in executing the Agreement, because:

The shortcoming in performance is attributable to the Traveler; or

The shortcoming in performance could not be foreseen or avoided and is attributable to a third party not involved in the delivery of the services included in the Trip; or

The shortcoming in performance is due to an event that TMJ Adventures or the person whose assistance it uses, despite all due care, could not foresee or rectify; or

The shortcoming in performance is due to force majeure as referred to in paragraph 5 of this Article.

13.5 Force majeure is defined as abnormal and unforeseeable circumstances that are independent of the will of the party invoking it and whose consequences could not be avoided despite all precautions.

13.6 If the shortcoming is not remedied within a reasonable period set by the Traveler, the Traveler has the option to remedy the shortcoming themselves and request reimbursement of the expenses incurred.

13.7 TMJ Adventures acts as an intermediary for booking accommodation for its organized programs, courses, and activities. As an intermediary, TMJ Adventures is not liable for the proper execution of the accommodations booked through it. The (general) terms and conditions of the relevant accommodation providers apply to the booked accommodations. TMJ Adventures is, however, responsible for the careful execution of its mediation services, such as proper advice, correct handling of the assignment, booking of travel components, and payment to the relevant accommodation providers.

Article 14 – Assistance and Support

14.1 TMJ Adventures provides immediate assistance and support to the Traveler if they are in difficulty, especially by providing good information about medical services, local authorities, and consular assistance and helping the Traveler with communication and finding alternative travel arrangements.

14.2 TMJ Adventures will charge a reasonable fee for assistance if the difficulties arose due to the Traveler's intentional actions or negligence.

Article 15 – Liability, Force Majeure, and Exclusions

15.1 The Traveler has no right to compensation for damage resulting from a shortcoming, provided that the shortcoming is due to:

a. The Traveler;

Third parties not directly involved in the execution of the Agreement, and the shortcoming could not be foreseen or prevented;



Inevitable and extraordinary circumstances.

15.3 If TMJ Adventures can be held liable for any damage, including damage resulting from the death or personal injury of the Traveler, this liability will be limited or excluded to the extent permitted by applicable international treaties and/or EU regulations relating to individual Travel Services.

15.4 TMJ Adventures is not liable for damage covered by insurance, such as health, travel, or cancellation insurance.

15.5 Any liability of TMJ Adventures for damage is limited to three times the travel sum, unless the damage results from the death or personal injury of the Traveler or the damage is caused by intentional or negligent actions of TMJ Adventures.

15.6 If TMJ Adventures is liable for loss of enjoyment, the compensation will be at most once the travel sum.

15.7 The exclusions and/or limitations of liability in this Article also apply to employees of TMJ Adventures.

15.8 Any claim for compensation by the Traveler will expire two years after the Trip has taken place or, if the Trip did not occur, two years after the original departure date.

15.9 If compensation or damages are owed due to international treaties or EU regulations for the same event, this compensation or damages do not accumulate with compensation or price reductions under this Agreement. The compensation or damages will be deducted from the compensation or price reduction owed by TMJ Adventures under this Agreement. This applies regardless of whether the compensation or damages are owed by TMJ Adventures or a Travel Service Provider it has engaged.

Article 16 – Traveler's Obligations

16.1 The Traveler(s) is/are obliged to follow all instructions from TMJ Adventures to facilitate the proper execution of the Trip and is/are liable for damage caused by their unauthorized actions, assessed by the standard of a reasonable traveler. Each Traveler must check with the trip leader the exact time of departure for the return trip.

16.2 In the event of non-compliance with instructions or if a Traveler causes disturbance, TMJ Adventures or the Travel Service Provider has the right to deny the Traveler further participation in the Trip or Travel Service partially or entirely. The Traveler is not entitled to a refund of funds in such cases. Additional costs arising from this will be at the Traveler's expense and risk. If the cause of exclusion is not attributable to the Traveler, a refund of the travel sum or a portion thereof will be granted.

16.3 Before exclusion, the Traveler will first be given a verbal or written warning. A warning is not required if it cannot reasonably be given due to the circumstances, taking into account the Traveler's behavior, the expected chance of improvement, the effect on the Trip and other Travelers, the risk of damage, and the safety of Travelers and others.

16.4 The Traveler is liable for damage caused by their behavior, failure to meet obligations in this Article, or damage otherwise attributable to them. The Traveler indemnifies TMJ Adventures



from claims by Travel Service Providers or third parties involved in the Trip for damage caused by the Traveler or attributable to them.

Article 17 – Complaints

17.1 A shortcoming in the execution of the Agreement must be reported as soon as possible to the local trip leader so that a suitable solution can be found. If the shortcoming is not resolved within a reasonable time and affects the quality of the Trip, it must be reported immediately to the travel organization.

17.2 The costs of necessary communication with TMJ Adventures will be borne by TMJ Adventures unless it is shown that these costs could reasonably have been avoided. The Traveler should limit costs as much as possible, for example, by using WhatsApp and email.

17.3 All complaints that the Traveler believes have not been fully resolved or compensated during the Trip must be submitted in writing and with reasons to TMJ Adventures no later than two months after returning. TMJ Adventures is required to respond with reasons within one month of receiving the complaint.

17.4 If the complaint is not resolved to satisfaction, the Traveler has the right to turn to the competent court. This right to claim expires one year after the end of the Trip or, if the Trip did not take place, one year after the original departure date.

17.5 Failure to complain in accordance with paragraph 1 of this Article may affect the amount of any price reduction or compensation, unless TMJ Adventures has not been harmed by the late complaint. Complaints received late after returning will not be processed unless this is unreasonable under the circumstances.

Article 18 – Bankruptcy or Suspension of Payments

18.1 If TMJ Adventures goes bankrupt or enters into suspension of payments, the STO Garant guarantee scheme will come into effect for payments made for future trips and trips currently in progress.

18.2 The above guarantee scheme applies only to package tours offered by TMJ Adventures. Non-package tours may also fall under the STO Garant scheme, provided this is explicitly indicated by TMJ Adventures in the travel description and on the invoice.

18.3 If the guarantee scheme is applicable and comes into effect, the booking amount will be released to Stichting Take Over (STO). STO will then ensure the correct (financial) settlement with the Traveler.



Article 19 – Miscellaneous Provisions

19.1 Subordinates, assistants, and other third parties involved in the execution of the Agreement can invoke the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) against the Traveler.

19.2 If mandatory law prevents the validity of a provision in these Terms and Conditions or if a provision is annulled, that provision will be deemed to have been converted into a valid provision that, in content and intent, closely approximates the original intent.

19.3 Dutch law applies exclusively to the offer, the Agreement, and the execution of the Agreement, unless this is contrary to mandatory law. Notwithstanding this choice of law, a consumer is entitled to the protection provided by mandatory law of the country of their residence if the Organizer directs commercial activities (e.g., advertising) concerning the agreed Trip to the country where the consumer resides, unless the services are not wholly or partially provided in that country.

19.4 The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.

Article 20 – Disclaimer for Participation in Mountain Biking and/or Ski Trips

20.1 TMJ Adventures is not responsible for the safety of participants during participation in trips. Participants must be aware of their own abilities and are entitled to stop and not continue at any time during the trip.