

Objective and scope

Article 1

1. Stichting Garantiefonds Reisgeld, hereinafter referred to as: SGR, has undertaken towards 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.
2. SGR has the objective of making payments to or for consumers who have concluded package travel agreements, linked travel agreements or contracts for transport or contracts for accommodation with a participant or through the agency of a participant, if these consumers suffer financial loss should the participant concerned fail to perform due to financial inability.

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 traveller 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: the 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: the 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: the 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 that are 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 services 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) in a targeted manner facilitates the purchase of at least one additional travel service from another trader, provided that an agreement is concluded with the other trader at least 24 hours after the confirmation of the booking of the first travel service, all this in accordance with Title 7A of Book 7 of the Dutch Civil Code.
- g. **Participant:** the trader who has a valid participation agreement with SGR.
- h. **Contract for transport:** the agreement regarding passenger transport, such as by bus or by boat.
- i. **Contract for accommodation:** the contract for accommodation that is not an essential part of passenger transport and that 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:** the package travel agreement, linked travel agreement, contract for transport or contract for accommodation concluded with a consumer.
- l. **Payment:** a monetary payment as set out in more detail in Article 3 or the performance of the agreement as set out in more detail in Article 4, at the discretion of SGR.

Payments

Article 3

1. The consumer who has concluded a package travel agreement, linked travel agreement or contract for transport or contract for accommodation with a participant, or through the 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 but the consumer is, in lieu thereof, provided with a voucher which entitles to an alternative trip at a later time, the board of SGR may decide that this voucher equally entitles to full or partial payment under the guarantee scheme, provided that the additional conditions that the board of SGR may set to the voucher and the payment in the relevant decision are met.
2. 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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3. The payment amounts are capped at the travel sum, transport costs and/or accommodation costs paid. If the trip and/or the accommodation has/have already partly been made and/or used, any payment will be limited to a proportional part of the amount already paid. Insofar as the contract includes 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 will only be obliged to proceed with payment insofar as the available resources are sufficient.
4. If and insofar as, with due observance of 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 twelve thousand five hundred euro (€ 12,500) per consumer per claim. Amounts exceeding this limit are insured by SGR, on behalf of and 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 the insured party, to claim payment directly from Europeesche Verzekeringen.
5. Payments will be made if a participant fails to perform his obligations because of financial inability and if and insofar as another trader is not obliged to perform towards the consumer.
6. Whether or not there is a case of non-performance by the participant of his obligations under the (travel) agreement as a result of his financial inability is exclusively at the discretion of SGR. Non-performance is taken to mean the failure to perform the package travel agreement, linked travel agreement or contract for transport or contract for accommodation, caused by the financial inability of the participant.
7. The following are excluded from compensation:
 - a. The package travel agreements, linked travel agreements or contracts for transport and/or contracts for accommodation which have been concluded with an organisation that is not a participant of SGR at the time of 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 agreements or contracts for transport and/or contracts for accommodation which have been concluded with businesses or institutions such as companies, schools and associations.
 - c. Separate contracts for air transport.
 - d. Amounts of money that have been paid after an announcement on the website of SGR and in the media that the participant concerned is in a state of financial inability and that, for this reason, no further payments must be made.



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- e. The package travel agreements, linked travel agreements or contracts for transport and/or contracts for accommodation that have already been cancelled before the financial inability was established.
- f. Amounts of money that have been paid in advance in deviation from the terms and conditions of the participant.
- g. 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 sum.
- h. 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.
- i. Vouchers that have not resulted in a booking with a participant. This does not include vouchers as referred to in paragraph 1 of this article that were made available by the participant to the consumer by way of alternative to a package travel agreement, linked travel agreement or contract for transport or contract for accommodation, provided that the board of SGR has decided that the vouchers entitle to full or partial payment under the guarantee scheme.

Replacement trip

Article 4

1. SGR reserves the right, instead of repayment of paid travel sums, transport and accommodation, to implement the agreement itself in certain cases, in which case the terms and conditions agreed with the trader will remain applicable.
2. SGR is also entitled to give the consumer a choice between repayment of the travel sums, transport and accommodation costs already paid and the booking of a replacement trip, replacement transport or replacement accommodation, where necessary with an additional 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 performs any services other than arranging the return journey and/or making a payment up to the amount of the travel sums, transport costs and accommodation costs paid by the consumer, or if the trip and/or the accommodation has/have already partly been made and/or used, a proportional part thereof.

Obligations on the part of the consumer and the retailer

Article 5

1. The consumer is obliged to submit his claim against SGR, under presentation of the documents referred to in paragraph 4, no later than within six months after SGR announced on its website that because of financial inability the SGR participant concerned is unable to fulfil its obligations towards the consumer. Late and/or incomplete submission of the claim causes the claim for payment to lapse.
2. If the booking has been concluded through intermediation of a retailer, the consumer must contact this retailer in order to be able to make claim to payment. In that case, the obligations of the consumer referred to below will also apply to the retailer.
3. Consumers who have booked directly with the participant who has become financially unable can submit their claim directly to SGR.
4. Every consumer is obliged to provide the following when submitting his claim to the retailer referred to in paragraph 2 or as the case may be to SGR:
 1. the booking confirmation and the invoice;
 2. the proofs of payment related thereto;
 3. any travel documents, such as transport tickets, vouchers and suchlike that are in his possession.
5. In the case of liquidation or suspension of payment of the participant, 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 investigating his right to receive payment from SGR under this guarantee scheme. SGR will not use the personal data for purposes other than in the context of the claim.
6. The consumer and the retailer are obliged to comply with the instructions given by SGR with regard to the submission of a claim.

Mandate and power of attorney

Article 6

1. The consumer will be deemed to have given a mandate and power of attorney to the aforesaid retailer for all actions that are necessary for collection on his behalf of the amount which the consumer is entitled to claim from SGR pursuant to the guarantee.
2. The consumer grants an irrevocable power of attorney to SGR to ask the insolvency practitioner/administrator of the participant to state as soon as possible whether the package travel agreement, linked travel agreement or contract for transport and/or contract for accommodation will still be performed despite the financial inability.



Subrogation and assignment

Article 7

1. If SGR makes payments to or for the benefit of the consumer or will be making such payments under the SGR guarantee scheme, SGR will be subrogated to the rights of the consumer in respect of the participant or former participant concerned, as described in the participants' agreement between SGR and the participant.
2. The consumer is obliged to cooperate in the assignment to SGR of his rights, up to the amount of his claims to payment in respect of the (former) participant concerned and/or the trader, whether or not a participant of SGR, in accordance with a model determined by SGR.
3. As long as the consumer has not fulfilled the obligation set out in the previous paragraph he will not have any claim to payment, or a payment already made will have been paid unduly.

Amendment

Article 8

1. The board of SGR is entitled, after approval from the Supervisory Board, to amend this guarantee scheme.
2. The guarantee scheme applicable at the time of the booking will be binding.

Concluding provision

Article 9

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

Dutch law applies to this guarantee scheme.

All disputes arising from or related to this guarantee scheme will exclusively be submitted to the Rotterdam District Court.

Adopted by the board following approval from the Supervisory Board during its meeting on 13 December 2022.

Stichting Garantiefonds Reisgelden

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