

## Definitions

### Article 1

In these participants' regulations 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 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.

### **Acquiring participation**

#### **Article 2**

Subclauses 1, 2 and 4 of article 15 of the articles of association of Stichting Garantiefonds Reisgelden, hereinafter referred to as "SGR", apply to the acquiring of participation.

#### **Article 3**

1. He who wishes to acquire participation in SGR must address his application to the board by means of an application form made available to him by SGR on request, which must be properly completed and signed by him, accompanied by the documents stated in this form.  
The application will only be dealt with after payment by the applicant of the amount, to be determined by the board, for the reimbursement of the costs attached to dealing with the application.
2. The applicant must furthermore properly answer in a timely manner the questions that are put to him by or on behalf of the board following submission of the application.
3. The assessment of the application by the board will take place on the basis of the articles of association and the provisions of these regulations.
4. The board will decide to grant the application for the participation if, in the opinion of the board, the applicant complies with the articles of association and meets the requirements contained in these regulations.
5. The former participant whose participation is terminated in accordance with article 15 of the articles of association, or as the case may be those who continue the enterprise of the former participant, wholly or in part, can be excluded from participation and this for a period of a maximum of 1 year from the date of termination.
6. The board can furthermore decide to reject the application for participation if the applicant and/or a natural person or legal entity involved with the applicant at any time made improper use, in the opinion of the board, of the guarantee scheme offered by SGR, by an enterprise managed by them or affiliated with them.

## Requirements for participation

### Article 4

1. Only the enterprises who conclude package travel agreements or linked travel arrangements, contracts for transport or contracts for accommodation with consumers, as well as retailers of said agreements will be eligible for participation. Furthermore, participation can only be acquired by legal entities and partnerships under Dutch or Swiss law with principal establishment in the Netherlands or Switzerland, as well as by natural persons with a place of residence in the Netherlands, or as the case may be exercising their primary business activities in the Netherlands.
2. Traders that, exclusively or to a considerable extent (being for seventy five percent or more of their risk-bearing turnover), make bookings with Turkey as a destination are not eligible for participation.

### Article 5

1. The enterprise of the applicant or participant must at all times fulfil the following requirements, set for the attainment of the objectives of SGR concerning its solvency and liquidity.
2. The requirements referred to in the previous subclause are:
  - a. with regard to solvency:
    - (i) the equity capital is under no circumstances permitted to amount to less than eighteen thousand Euro (€ 18.000);
    - (ii) the equity capital must amount to at least twenty percent (20%) of the total of the assets;
    - (iii) during the calculation of the amount of the equity capital the intangible assets, receivables against group companies or other assets that are not available to the enterprise such as withdrawals from the capital invested in the company, including the deposit of excess cash within the group or other claims and assets that are not full-fledged or collectable, or the value of which is too high in the opinion of SGR, are not taken into account.
  - b. with regard to liquidity:

the freely available liquidity must always be sufficient to fulfil his obligations in the near future.
3. The board may further specify the requirements of solvency and liquidity.
4. The board is entitled, in view of the requirements stated in this article, to attach conditions to the acquiring or continuation of the participation, among other things by requiring further securities in accordance with the provisions of article 6.
5. The board can set out further requirements to the applicant or participant who carries out other activities than those for which the requirements referred to in subclause 2 are intended.

## Provision of security

### Article 6

1. The participant is obliged to provide security towards SGR in the form of the following:
  - (i) a bank guarantee to the satisfaction of the board equal to one and a half percent (1.5%) of the risk-bearing turnover and/or;
  - (ii) such bank guarantees in excess of that described under (i), and/or additionally other forms of security as the board deems will be necessary related to the possible level of loss in the event of financial inability and/or in the event of non-compliance with the requirements of solvency and liquidity referred to in article 5 subclause 2, all this to the satisfaction of the board. In its determination of the form and/or extent of the security to be provided, the board may take into account whether the participant makes use of the RBP (Stichting Reis BetaalPlatform) escrow system.
  
2. Risk-bearing turnover means:

the turnover of the participant including VAT, which the participant makes by concluding or mediating package travel agreements, linked travel arrangements or contracts for transport or contracts for accommodation with consumers, from which turnover will be deducted the turnover for which exemptions have been granted by SGR. The board publishes a list with exceptions.

## Guarantee mark, use of image and mark

### Article 7

1. The participant is obliged to state, for each package travel agreements or linked travel arrangement, contract for transport and contract for accommodation it has concluded directly, or by means of brokerage, to which the guarantee of SGR applies, on the booking confirmation and the invoice, in a manner to be further determined by the board, that the guarantee applies. Contracts to which no guarantee applies must be provided with a statement to that effect in a manner to be determined by the board.
  
2. The participant is obliged to state in its travel brochures and on its websites, in a manner to be further determined by the board that the guarantee applies. The participant must also include a link to SGR guarantee scheme on its internet sites.
  
3. The participant is obliged to, as evidence of his participation, make use of the image and word mark of SGR in a manner visible for the consumer and in accordance with the instructions issued by the board. The image and word mark of SGR may only be used by participants.
  
4. After the end of his participation the participant will no longer be entitled to use the image and word mark of SGR.

## **Liability with regard to traders without a guarantee scheme similar to SGR**

### **Article 8**

1. The participant who acts as a retailer in the concluding of a contract of the consumer with a trader without a guarantee scheme similar to SGR, in the event of financial inability of this trader, shall be liable towards the consumer and SGR for the performance of the obligations which the consumer can derive in that case from the guarantee scheme of SG.
2. The participant undertakes towards SGR to, on first request, reimburse the amounts that SGR has paid to or for the consumer referred to in the previous subclause, who has suffered loss in cases in which the relevant trader has remained in default of the performance of his obligations towards this consumer due to financial inability.
3. If a participant, in the opinion of the board, does a relatively large amount of business with a trader as referred to in subclause 1, the board will be entitled to require additional security from this participant to cover this higher risk for SGR, over and above that which can be required pursuant to article 6 of these regulations.

## **Subrogation**

### **Article 9**

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 towards the participant concerned.

## **Settlement of the obligations of SGR by a participant.**

### **Article 10**

If a participant, with the cooperation or permission from the board, makes payments to consumers, this participant will receive repayment from SGR of these payments up to a maximum of that which SGR would have paid in the event of direct settlement with these consumers, if the participant submits the following to SGR:

- a. one or more of the deed(s) of assignment or subrogation signed by these consumers in accordance with the model determined by the board;
- b. documents from which it is evident that these consumers have the right to a payment from SGR;
- c. documents that demonstrate that the participant has paid the payments referred to to these consumers, or has settled these with them.

## **Other rights and obligations**

### **Article 11**

1. In the event of termination of the participation, regardless of the cause thereof, the obligations of the participant towards SGR and the consumers, ensuing from the articles of association or these regulations, insofar as arisen during the participation and still not, or not fully, fulfilled, remain fully applicable and the participant will not



## Participants' regulations

have any right to repayment in full or in part of any contribution which has been provided by him to SGR, under whatsoever title.

2. The participant is obliged to provide all cooperation and information required by SGR or by experts engaged by SGR, insofar as necessary for the exercise of the duties of the board of SGR.
3. SGR is entitled to set up (have set up) inspections of the solvency and liquidity of the participant and to give an assignment for this purpose to a chartered accountant to audit the administrative records of the participant.
4. The participant is more specifically obliged to:
  - a. conduct sufficient administrative records to the satisfaction of the board of SGR.
  - b. on first request from SGR provide all information and documents required by the board for the exercise of its duties.
  - c. send liquidity and solvency overviews to the board as often as the board will require this. These liquidity and solvency overviews must be drawn up in conformity with the instructions to be determined by the board;
  - d. follow the instructions to be given by the board with regard to the business details to be reported by him, including his financial administration, liquidity and solvency.
  - e. after the end of its financial year, the participant must submit its annual accounts for that financial year. The annual accounts are accompanied by a fully completed questionnaire as provided by SGR. The annual accounts must be drawn up with due observance of the statutory regulations applicable to legal persons as referred to in Section 2:360 of the Dutch Civil Code. In addition, SGR stipulates the following requirements:

Risk-bearing turnover participant	Total turnover participant	Type of declaration with annual accounts	Who?	Closing date
< 1m	< 5m	Composition statement	Accountant or administration office	6 months after the end of the financial year
< 1m	> 5m	Review statement	Public accountant registered with NBA	6 months after the end of the financial year
>1m < 5m	N/A	Review statement	Public accountant registered with NBA	6 months after the end of the financial year
5 – 10m	N/A	Auditor's report	Public accountant registered with NBA	6 months after the end of the financial year
> 10m	N/A	Auditor's report	Public accountant registered with NBA	4 months after the end of the financial year



## Participants' regulations

For participants whose membership is maintained on the basis of a liability statement from a group company, this obligation also applies to the consolidated annual accounts of the company that issued this liability declaration. For personal business forms, this obligation includes a statement of all liable assets including the private assets of owner(s) and/or managing partners.

- f. precisely and specifically report without delay in a written form all of his activities, as soon as a change occurs in the stated activities, in particular if the change, expansion or limitation of activities mean that he/she must reasonably be deemed to fall, or partially fall, in a category other than the category under which he/she is known to SGR.
  - g. refrain from reporting legal entities, partnerships and/or natural persons who operate an independent enterprise, as part of his business operations or business activity, to SGR.
  - h. refrain from encouraging advance payment in deviation from its own payment terms, in particular if a discount is given for such deviating advance payments (early payment discount).
  - i. promptly inform the board if at least 51% of the shares in the participating legal entity will be transferred outside the group to one or more new shareholders or if there is legal merger, or the control of the participating legal entity is otherwise transferred.
  - j. refrain from carrying out activities as retailer in the concluding of package travel agreements with the destination of Turkey, with travel companies that do not have a guarantee available as referred to in Section 513a Book 7 of the Dutch Civil Code.
  - k. promptly inform the board if a loan or credit facility agreement is terminated or if the financial institution has informed the participant that the terms and conditions of the loan or credit facility agreement are not being fulfilled.
  - l. no longer accept any bookings if financial inability has occurred.
5. Failure to comply with any provision of subclause 4 will result in personal liability of the (actual) director(s) and/or owner(s) of the participant towards SGR for the loss arisen through this.
  6. The participant is obliged, on first request, to grant every board member of SGR, a holder of a power of attorney of SGR as well as a chartered accountant to be appointed by the board, access to all office spaces which are used by the participant, as well as to provide perusal of all his books and documents.  
By signing the participation agreement the participant authorises each board member and the board members jointly, as well as the aforesaid holder of a power of attorney and chartered accountant, for access to the office spaces, respectively perusal of books and documents.
  7. The participant is obliged to pay the contribution determined by the board of SGR, subject to the approval of the supervisory board, to the costs of SGR; for the financial year during which the participant is admitted a proportional part of the amount referred to above will be owed per month whereby a part of a month applies as a full month.



8. In the event of admittance or maintaining of the participation on the basis of a liability declaration of a group company, all obligations under these regulations will also apply to that group company.

### **Financial penalty**

#### **Article 12**

1. Participants must comply with the provisions of the articles of association, the participants' regulations, as well as the participation agreement, subject to incurring a financial penalty to the amount of ten thousand Euro (€ 10,000) per breach of or failure to comply with any provision, without prejudice to the authority of the board to terminate the participation agreement with the participant with due regard to article 15, whether or not conditionally.
2. The imposition of a financial penalty will take place by the board by registered letter, stating reasons and will always be deemed to have taken place subject to the right to also claim compensation from the participant.
3. An appeal to the appeals committee against the imposition of a financial penalty is available, provided always that, if the financial penalty is imposed with regard to the failure of, or not strictly on time, fulfilment of the obligation referred to in article 11 subclause 4 under e, the appeal will only be admissible if this obligation is fulfilled within the appeal period.

### **End of the agreement with a participant**

#### **Article 13**

1. The agreement whereby the participation is agreed is entered into for an indefinite period of time and can be terminated by the participant by means of a registered letter.
2. Termination can only take place following a period of at least six months with effect from the last day of the financial year of the participant.
3. The board is authorised, if the participant requests this in writing, to permit derogation from the provisions of subclause 2.

#### **Article 14**

1. The board is entitled to terminate the agreement of participation with immediate effect if the participant:
  - a. does not fulfil or no longer fulfils one or more of the requirements of the participation as referred to in articles 5 and/or 6 of these regulations or if the provisions of article 4 subclause 2 become applicable to him;
  - b. does not provide, or provides incorrect information after the board has requested this from him;





- c. does not, not in a timely manner, or not properly fulfil any other obligation imposed by these regulations on him, or which ensue from the participation agreement to him.
2. The same authority exists if a shareholder, as referred to in article 11 subclause 4 under i, or one who otherwise exercises the control of the participating legal entity has made, in the opinion of the board, improper use of the guarantee scheme offered by SGR, at any time by an enterprise managed by him, or affiliated with him - which is an enterprise participating in SGR.
3. The board will state the reasons for the decision of this termination with immediate effect. The decision will be notified to the participant by registered letter and email.
4. The board is entitled in aforementioned cases to decide on conditional termination of the agreement to which decision subclause 3 also applies. In the event of conditional termination the agreement will only terminate on the date stated in the decision if and insofar as the participant has not fulfilled one or more of the conditions set out in the decision by this date.

### **Disputes**

#### **Article 15**

1. In respect of a decision made by or on behalf of the board:
  1. to reject any application to acquire or terminate participation;
  2. to impose a financial penalty as referred to in article 12 subclause 3 of these regulations;
  3. in the context of articles 5, 6 and 8 of the participants' regulations;
  4. to reject an application to acquire a loan as referred to in article 8 of the articles of association, or to grant such a loan conditionally, or to not handle such an application to acquire a loan;an appeal to the appeals committee is available to the participant concerned, to which appeal the Appeal Regulations will apply.
2. All other disputes between the parties in respect of these regulations, as well as any actions to reverse a binding decision of the appeals committee, will at first instance be submitted to Rotterdam District Court.

### **Implementation regulations**

#### **Article 16**

1. The board is authorised to adopt rules and to record these in implementation regulations for the further arrangement of the implementation of the policy.
2. Implementation regulations may not be in conflict with the law, the articles of association or these participants' regulations.



### **Concluding provisions**

#### **Article 17**

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 these participants' regulations.

Stichting Garantiefonds Reisgelden  
Postbus 4040, 3006AA ROTTERDAM

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