

Travel- and general  
 **Terms and conditions**  
RideUp Cycling Tours



**ride up**  cycling  
tours

# Travel and General Terms & Conditions – Ride Up

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# Travel Terms and Conditions Ride Up

## Beforehand

Ride Up Cycling Tours (hereinafter referred to as 'Ride Up') aims to offer its participants an optimal and personalized experience. If, for any reason, this goal is not achieved, Ride Up is committed to finding an appropriate solution. The best outcome for both parties will then be sought through mutual consultation.

## Booking

The booking is final once written confirmation has been given for registration for a trip. This can be done via the form on the website or by email. Payment of the travel sum is also considered a final booking.

Payment

## Payment

When booking the trip, you have the option to pay the full travel sum in one go with a 2% discount, or to make a deposit of 20% of the total amount. No later than 8 weeks before the start of the trip, Ride Up will send the final invoice for the remaining amount.

## Participants

If there are too few participants, Ride Up reserves the right to cancel the trip. Participants will be informed of this in a timely manner and will either receive a full refund of the travel sum or, in mutual consultation, an alternative suitable solution will be arranged.

## Safety / Liability

Participants in Ride Up trips are responsible for taking out appropriate travel insurance. Participation is entirely at your own risk. Ride Up accepts no liability for personal injury or damage to participants' property. By booking a trip with Ride Up, we assume that you have read the travel terms and conditions and that you automatically agree to them.

## waiting list

Have you been placed on the waiting list? We will let you know as soon as possible if a spot becomes available. Once we confirm that there is space, you will have the opportunity to finalize your booking. Along with the confirmation, we will send you the invoice for the deposit. Please let us know within 24 hours of receiving the invoice if you decide to decline your spot on the trip. After 24 hours, your booking is final and your spot on the trip is guaranteed.

## Cancellation

If you decide to cancel your booking, the following fees will be charged, unless an alternative suitable solution has been agreed upon in mutual consultation:

- Within 24 hours after booking: free of charge
- Up to 3 months before departure: 30% of the total cost
- Up to 1 month before departure: 70% of the total cost
- Up to the day of arrival: 100% of the total cost
- If flight tickets need to be canceled due to your cancellation, any associated costs will be charged to you by Ride Up.

## Trip Including Flight

Is your trip including a flight? In the event of a red travel advisory (code red) for the destination country, a suitable tailor-made solution will be sought. This will also depend on the applicable policy of the airline at that time.

## Event Cancellation

If the event for which you have a registration ticket is canceled: registration tickets are not eligible for a refund. The organizers also do not guarantee a registration ticket for the following year. Ride Up will try to find a suitable solution for you.

## A guarantee in place: STO Garant

In order to meet its statutory obligation to provide a guarantee, Ride Up uses STO Garant, a guarantee scheme recognised by the Netherlands Authority for Consumers and Markets (ACM). You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant ([www.sto-garant.nl/en/members](http://www.sto-garant.nl/en/members)). You can find all information relating to STO Garant at [www.sto-garant.nl/en](http://www.sto-garant.nl/en).

Whether STO Garant's guarantee applies to a particular (travel) offer made by [company name] is specified for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website ([www.sto-garant.nl/en/downloads](http://www.sto-garant.nl/en/downloads)).

### How it works

If STO Garant's guarantee applies to your booking, you do not pay the booking amount to Ride Up but instead into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. The booking amount is then released to Ride Up on the day after your trip ends. If Ride Up should become financially insolvent before the end of your trip, STO Garant will implement the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

# General Terms and Conditions Ride Up

These terms and conditions come into effect as of November 1, 2024, for agreements made on or after that date.

## Article 1: Definitions

**In these terms and conditions and the applicable agreement, the following definitions apply:**

1. **Outdoor sport:** All sporting or recreational outdoor activities that can be participated in under supervision or after prior instruction, where mainly physical exertion and adventurous experience play a role, both indoor and outdoor; also motorized if not intended as public transportation.
2. **Package:** A service or activity, or combination of services or activities, organized or offered professionally or commercially by the entrepreneur, as well as the provision of facilities. These services, activities, or facilities may include rental or sale of equipment, provision of transport or activities, provision of (accommodation) facilities, giving instruction, and supervising (parts of) a program of activities. Supervised packages or activities are understood as packages or activities guided by a representative of the entrepreneur.
3. **Service:** All actions related to the preparation or support of outdoor sport activities. This includes, among other things, rental or sale of equipment, provision of transport, provision of accommodation(s), giving instruction, and supervising (parts of) outdoor sport activities.
4. **Activity:** Outdoor sport or service, or combination of outdoor sport and service, organized or offered professionally or commercially by the entrepreneur.
5. **Supervised activities:** Activities supervised by (a representative of) the entrepreneur.
6. **One-day activity:** An activity offered by an entrepreneur that lasts no longer than 24 hours in total and does not include an overnight stay.
7. **Multi-day activity:** An activity offered by an entrepreneur that lasts longer than 24 hours or includes an overnight stay.
8. **One-day package:** A service or activity, or combination of services or activities, offered by an entrepreneur that lasts no longer than 24 hours in total, does not include an overnight stay, and includes at least one part of a day.
9. **Multi-day package:** A service or activity, or combination of services and activities, offered by an entrepreneur that lasts longer than 24 hours in total and includes at least one overnight stay.
10. **Entrepreneur:** The person who, in the exercise of his profession or business, offers activities and/or equipment. **Representative of the entrepreneur:** The person who acts on behalf of the entrepreneur.
11. **Contracting party:** Any natural or legal person who enters into an agreement with the entrepreneur for themselves or on behalf of third parties.
12. **Participant:** Any natural person who actually participates in or makes use of a package and/or activity.
13. **Agreement:** Agreement between the entrepreneur and the contracting party regarding a package or activity.
14. The agreement must be regarded as a travel agreement if the entrepreneur commits to providing a pre-organized trip that includes an overnight stay or a period of more than 24 hours, as well as at least two of the following services: 1) transport, 2) accommodation, and 3) another tourist service not related to transport or accommodation, which forms a significant part of the package.

15. Agreed price: the fee paid by the contracting party for the activity; it must be stated in writing what is included in the price.
16. Information: written/electronic data about the activity.
17. Cancellation: the written termination of the agreement by the contracting party before the start of the activity.

## Article 2: Scope

1. These terms and conditions apply to all offers, proposals, and agreements made by or on behalf of the entrepreneur, unless explicitly deviated from in writing in the agreement.
2. The terms and conditions are known to both parties at the time the agreement is entered into. The contracting party accepts the applicability of these terms and conditions by entering into an agreement with the entrepreneur, by actually participating in an activity, or by paying the agreed price or part thereof.
3. In the event of a conflict between these terms and conditions and the general terms and conditions of the contracting party, the entrepreneur's terms and conditions shall prevail. This does not affect the fact that the contracting party and the entrepreneur can make individual additional written arrangements that deviate from these terms and conditions to the benefit of the contracting party and/or the participant.
4. The entrepreneur is only bound by the agreement and/or changes and/or additions to it if the contracting party has accepted these in writing.

## Article 3: Price Change

If, after the agreed price has been determined, additional costs arise due to an increase in charges on the part of the entrepreneur as a result of changes in duties and/or levies that directly relate to the activity or to the participant and/or contracting party, these costs may be passed on to the contracting party, even after the conclusion of the agreement.

## Article 4: Payment

1. The contracting party must make payments in euros, observing the agreed deadlines set by the entrepreneur, unless otherwise agreed and recorded in writing.
2. If the contracting party, despite prior written reminder, fails to fulfill their payment obligation properly within two weeks after the written reminder, the entrepreneur has the right to terminate the agreement with immediate effect, without prejudice to the entrepreneur's right to full payment of the agreed price.
3. If the entrepreneur has not received the full amount owed on the day the activity starts, they are entitled to deny the participant access to the activity, without prejudice to the entrepreneur's right to full payment of the agreed price.
4. Reasonable extrajudicial costs incurred by the entrepreneur after a notice of default will be charged to the contracting party. If the full amount is not paid on time, statutory interest will be charged on the outstanding amount after written demand.
5. The contracting party's right to set off claims against the entrepreneur is expressly excluded unless the entrepreneur is declared bankrupt.
6. The full claim for payment is immediately due and payable if:
  - a. a payment term has been exceeded
  - b. the contracting party is bankrupt or granted suspension of payments
  - c. the contracting party or their company is dissolved
  - d. the contracting party is placed under guardianship or passes away

## STO Garant

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## Article 5: Early Departure by the Participant

In the event of early departure by the participant, the contracting party owes the full price for the agreed activity.

## Article 6: Obligations of the Contracting Party

1. The contracting party must ensure that participants comply with the behavior and house rules applied by the entrepreneur.
2. For activities abroad, the contracting party must ensure that participants possess all documents required by the destination country or transit countries, such as a valid passport or identity card, any necessary visas, vaccination certificates, etc. If a participant is unable to participate in (part of) the activity due to missing required documents, the entrepreneur is not liable.
3. The entrepreneur reserves the right to use photographic or other recordings made during the package or activity for promotional purposes. Objections must be submitted in writing within 14 days after the recording.
4. The use of alcohol before and during the activity is prohibited, except for activities such as tastings. These must then be scheduled as the last activity.

## Article 7: Interim Termination by the Entrepreneur

1. The entrepreneur may terminate the agreement with immediate effect if the contracting party or participant fails to properly comply with the obligations under the agreement, the accompanying information, and/or government regulations, despite prior warning, to such an extent that, according to standards of reasonableness and fairness, the entrepreneur cannot be expected to continue (participation in) the activity.
2. The entrepreneur may exclude a participant from further participation in the activity and terminate the agreement with regard to that participant if, despite prior warning, the participant causes nuisance to the entrepreneur and/or fellow participants, endangers the safety of themselves and/or others, behaves irresponsibly towards nature and the environment, or disrupts the good atmosphere during or in the immediate vicinity of the activity.
3. All resulting additional costs will be charged to the contracting party.
4. If the entrepreneur or representative wishes to terminate the agreement early, they must personally inform the participant and also notify the contracting party.
5. In principle, the contracting party remains obliged to pay the agreed price.

## Article 8: Modification of the Agreement

1. If, at the request of the contracting party, the entrepreneur proceeds to modify the content of the agreement, the entrepreneur has the right to charge additional costs.
2. A modification of the agreement also occurs if the information provided by the contracting party does not correspond to reality.
3. If the entrepreneur proceeds to modify the agreement, they will offer the contracting party an alternative. If the contracting party rejects this alternative, they must notify the entrepreneur immediately. In this case, the contracting party is entitled to a full refund of any amounts already paid relating to the unused parts of the activity.
4. A participant who is unable to participate in the activity may—after approval by the contracting party and the entrepreneur—be replaced by another person under the following conditions:
  - The replacement must meet all conditions associated with the agreement.
  - The request for substitution must be submitted in writing to the entrepreneur no later than 7 days before the start of the activity.
  - The conditions of the service providers involved in carrying out the activity do not oppose the substitution.

## Article 9: Impossibility of Performance of the Agreement

1. The entrepreneur has the right to suspend or terminate the execution of the agreement in case of serious circumstances that are unforeseen and cannot be remedied or avoided, such as (civil) war, terrorism, political unrest, natural disasters, food shortages, general strikes, weather conditions, etc. The entrepreneur is obliged to inform the contracting party immediately and provide reasons for the termination.
2. The entrepreneur has the right to wholly or partially dissolve the agreement if, in the entrepreneur's opinion, the participant's physical condition makes them unfit for (further) participation in the activity.
3. The entrepreneur has the right to dissolve or suspend the agreement if there are too few participants for a group activity.
4. If performance becomes permanently impossible, the agreement may be dissolved for the part that has not yet been fulfilled. Neither party shall be entitled to compensation for damages suffered as a result of the dissolution.
5. A group trip will proceed if the number of participants reaches the specified minimum for that trip. Below this number, the trip is not feasible. The entrepreneur will inform participants about the number of participants no later than 2 months before the planned trip date.
6. If a trip has too few participants, the entrepreneur has the right to cancel the trip. In that case, the entrepreneur will offer the participant an alternative or propose a full refund of the trip price.
7. If the trip does not include transportation and the participant has incurred transportation costs, these costs are the responsibility of the participant.

## Article 10: Complaints

1. Indien de deelnemer een tekortkoming in de uitvoering van de overeenkomst constateert, dient hij deze zo spoedig mogelijk te melden zodat er een passende oplossing kan worden getroffen.
2. Indien de klacht ter plaatse niet naar tevredenheid is opgelost kan de contractant dit, uiterlijk binnen 14 dagen na afloop van de activiteit, schriftelijk en gemotiveerd kenbaar maken aan de ondernemer.

## Article 11: Accountability

1. De ondernemer is niet aansprakelijk voor een ongeval, diefstal of schade, tenzij deze het gevolg is van een tekortkoming die aan de ondernemer kan worden toegerekend.
2. De ondernemer is niet aansprakelijk voor gevolgen van extreme weersinvloeden of andere vormen van overmacht.
3. De contractant is jegens de ondernemer aansprakelijk voor schade die door de deelnemer wordt veroorzaakt, voor zover deze aan de deelnemer kan worden toegerekend.
4. De ondernemer verplicht zich, na melding door een deelnemer van overlast veroorzaakt door andere deelnemers, passende maatregelen te nemen.
5. De deelnemer blijft te allen tijde zelf verantwoordelijk voor de inschatting of hij/zij in voldoende conditie is om deel te nemen aan de betreffende activiteiten.

## Article 12: Laws and Regulations

1. The entrepreneur ensures at all times that the activity complies with all environmental and safety requirements that may be imposed by government authorities on the activity.
2. The participant is obligated to strictly adhere to all safety regulations applicable to the activity.
3. This agreement is governed by Dutch law.