Terms and Conditions

CT Africa B.V. (trading name: Charlie's Travels)
Registered office: Kivitslaan 33, 5062 AA Oisterwijk
Chamber of Commerce (KvK): 63167212

Article 1. Definitions

1. CHARLIE'S TRAVELS: CT Africa B.V., registered in Amsterdam and headquartered in Oisterwijk, acting as tour operator.
2. Travel Agreement: the agreement between the Applicant and CHARLIE'S TRAVELS in which CHARLIE'S TRAVELS commits to providing a pre-arranged trip, and the Applicant commits to paying the Travel Sum on behalf of all Travelers, under these terms and conditions.
3. Trip: the package as specified in the Travel Agreement, as described in Article 2, and, if applicable, later adjusted under these terms and conditions.
4. Traveler: any individual or legal entity for whom CHARLIE'S TRAVELS organizes a trip.
5. Applicant: the individual or legal entity who applies for a trip with CHARLIE'S TRAVELS for themselves and/or on behalf of one or more Travelers (and who may also be a Traveler) and is the contracting party of CHARLIE'S TRAVELS.
6. Business Days: Monday to Friday, excluding public holidays.
7. Group Trip: a trip where several separate groups are combined into one traveling group. Lustrum trips are not Group Trips and have their own conditions (see Lustrum website).
8. Tailor-made Trip: a custom trip put together by a travel consultant, tailored to the Traveler's wishes.

Article 2. Formation of the Travel Agreement

1. The Travel Agreement is concluded when the Applicant (on their own behalf and/or on behalf of Travelers) accepts CHARLIE'S TRAVELS' offer, unless the offer is revoked under Article 2.2. After conclusion, the Traveler receives confirmation. After (digital) signature, the trip is final. An invoice follows later.

2. Every offer from CHARLIE'S TRAVELS is non-binding and may be revoked, even after acceptance and confirmation. Revocation due to obvious calculation errors in the Travel Sum is permitted.3.
3. The Applicant must provide CHARLIE'S TRAVELS with all information concerning themselves and the Travelers at the time of concluding the Travel Agreement that is relevant for proper execution. This includes any special circumstances of the Travelers.
4. The Applicant is jointly and severally liable for all obligations of the Travelers arising from the Travel Agreement. All communication and payments take place solely through the Applicant. If multiple Applicants, all are jointly and severally liable. Obvious errors in the offer do not bind CHARLIE'S TRAVELS.
5. CHARLIE'S TRAVELS is not responsible for general information in third-party materials (photos, brochures, ads, websites, social media), nor for accuracy of information on its own channels that originates from third parties.

Article 3. Payment

1. All prices in the travel proposal are valid for 14 days after issue.
2. After (digital) signature, the Travel Agreement is binding. At the end of the month in which the agreement is signed, the first invoice for the deposit is sent. The deposit (as stated on the invoice), plus any insurance premiums/costs, must be paid within 7 days. In exceptional cases (e.g., flight tickets), other arrangements may apply.
3. The balance of the Travel Sum (or revised sum under Article 5) must be paid no later than 10 weeks before departure. This is a strict deadline. If not paid on time, the Applicant is automatically in default, and CHARLIE'S TRAVELS may cancel the agreement immediately; cancellation fees apply (see Article 9).
4. Intercontinental flights are never part of the travel arrangement. CHARLIE'S TRAVELS may assist in finding tickets or refer to third parties. Payment for such tickets is made directly to the third party, whose terms (including cancellation) apply.
5. For agreements made within 10 weeks before departure, the full Travel Sum must be paid within 5 working days. This also applies to price adjustments under Article 5 made within 10 weeks before departure. Late payment constitutes default and may result in cancellation with fees.
6. In case of late payment, statutory interest is due on the outstanding balance. Extrajudicial collection costs equal 15% of the claim.

7. Payments and financial settlements are conducted in accordance with the guidelines of the Stichting Garantiefonds Reisgelden (SGR). Payment by credit card is not possible
8. Exchange Rate Clause: Prices are subject to tariff changes outside our control and/or adverse currency fluctuations. Exchange rate differences are charged through if the total Travel Sum increases by ≥ €100; recalculation is done before departure, and the Traveler pays the difference. *Favorable changes (i.e., any decrease in exchange rates, fuel costs, or levies that would otherwise be favorable for the Traveler) do not reduce the Travel Sum* (see also Article 5).

Article 4. Guarantees and SGR Foundation

1. To protect Travelers in the event of insolvency (and, if passenger transport is included, repatriation), CHARLIE'S TRAVELS works with Stichting Garantiefonds Reisgelden (SGR). Only in case of insolvency should the Traveler contact SGR.

Article 5. Travel Sum

1. The Travel Sum is based on prices, exchange rates, levies, and taxes known at the time of composing the trip. Unless otherwise stated, sums are per person.
2. CHARLIE'S TRAVELS may increase the Travel Sum up to 20 days before departure if transportation costs (including fuel), taxes/levies, or adverse currency fluctuations increase.
3. Favorable changes (i.e., any decrease in exchange rates, fuel costs, or levies that would otherwise be favorable for the Traveler) do not reduce the Travel Sum.
4. The Applicant may reject a price increase under 5.2, but must do so within 3 Business Days of receiving the notice, otherwise the right lapses.
5. If the Applicant rejects the increase, CHARLIE'S TRAVELS may terminate the agreement; this right lapses if not exercised within 7 Business Days. In that case, the Applicant is entitled to cancellation or refund of payments already made.
6. All accommodations and activities listed in the proposal are available at the time of offer; they are not reserved until the Travel Agreement is signed. If an item is unavailable at booking, an alternative will be arranged in consultation.

Article 6. Travel Documents and Papers

1. Travelers must possess valid documents (passport, visas, vaccination proof, international driving license for self-drive). Information in the offer is based on Dutch nationality; Travelers must verify with official bodies (e.g., www.nederlandwereldwijd.nl/landen) if information is current. Failure to travel due to missing documents is fully at the Traveler's risk; no refund applies.
2. Travelers must hold suitable insurance covering at least hospital, doctor, funeral, and repatriation costs.
3. Travelers must seek timely health and safety information from authorities and arrange vaccinations/prophylaxis. For vaccine advice: KLM Travel Clinic (+31 900-1091096), own doctor, or local GGD.
4. Travel documents are provided no later than 10 days before departure (or immediately for late bookings), provided full payment has been made.

Article 7. Changes by the Traveler; Substitution

1. (Not applicable to Group Trips.) Up to 28 days before departure, the Traveler may request changes; these will be made where reasonably possible. If a change affects the Travel Sum, the revised amount must be paid per Article 3. A fee of €100 per booking per change applies, plus any communication costs. Postponing departure or reducing the number of Travelers counts as (partial) cancellation (see Article 9).
2. A Traveler may be substituted before departure, provided the substitute meets all conditions and the request is made at least 21 days before departure. Applicant, original Traveler, and substitute are jointly liable for the remaining Travel Sum, fees, and extra costs.

Article 8. Travel and Cancellation Insurance

CHARLIE'S TRAVELS strongly advises Travelers to take out proper travel and cancellation insurance (covering forced trip cancellation, damages during the trip, extra medical costs).

Article 9. Cancellation by the Traveler

1. Group Trip
    a. Before the minimum number of Travelers is reached and the trip is confirmed, cancellation is free of charge.
    b. After confirmation, cancellation fees (in addition to reservation costs) are:
        i. up to the 91st day (excl.) before departure: the higher of 15% of the Travel Sum or €200 p.p., plus non-refundable third-party costs
        ii. from the 91st day (incl.) to the 61st day (excl.): the higher of 50% of the Travel Sum or €200 p.p., plus non-refundable third-party costs;
        iii. from the 61st day (incl.) until departure or later: 100% of the Travel Sum.
2. Tailor-made Trip
    a. up to the 91st day (excl.) before departure: the higher of 15% of the Travel Sum or €200 p.p., plus non-refundable third-party costs;
    b. from the 91st day (incl.) to the 61st day (excl.): the higher of 20% of the Travel Sum or €200 p.p., plus non-refundable third-party costs;
    c. from the 61st day (incl.) to the 31st day (excl.): the higher of 50% of the Travel Sum or €200 p.p., plus non-refundable third-party costs;
    d. from the 31st day (incl.) until departure or later: 100% of the Travel Sum.
3. Costs of gorilla permits are always non-refundable.
4. If the trip includes elements with their own cancellation rules (e.g., flights, cruises, camper/car rentals, national parks, events), those apply separately, which may increase total costs.
5. Cancellation by one or more Travelers sharing one accommodation counts as cancellation of all relevant agreements; all must pay applicable fees. Remaining Travelers will have the Travel Sum recalculated (which may increase the price).

6. Executability & COVID-19/Government Measures
    a. Trips cannot be carried out if:
        i. the destination country has an entry ban for Travelers from the origin country; or
        ii. a total lockdown prevents tourist movement.
        iii. A negative travel advisory or a feeling of insecurity does not entitle free cancellation; normal rules apply. Limited coverage may exist under cancellation insurance.
        If the trip cannot proceed on the planned date, customer and CHARLIE'S TRAVELS will look at rebooking. If no agreement is reached, normal rules apply.

Article 10. Termination by CHARLIE'S TRAVELS

1. CHARLIE'S TRAVELS may terminate immediately if circumstances make further commitment unreasonable.
    - If caused by the Traveler: costs/damages are the Traveler's responsibility.
    - If caused by CHARLIE'S TRAVELS: damages are their responsibility.
    - If neither party is at fault: each bears own damages.

Article 11. Changes by CHARLIE'S TRAVELS

1. Due to local circumstances or related reasons, CHARLIE'S TRAVELS may alter routes, schedules, transport, accommodations, excursion order/times, or even terminate a trip if necessary. This includes persistent bad weather and the events in Article 12.4.
2. Where possible, CHARLIE'S TRAVELS offers an alternative at no extra cost. If an upgrade is needed to continue (e.g., bus → flight/private transport/hotel; extra meals; activity changes; transfers), all additional costs are borne by the Traveler. Alternatives are discussed with the Traveler. If an element cannot proceed and costs are already incurred, no refund applies for that part.
3. CHARLIE'S TRAVELS may unilaterally make minor changes if reasonably necessary. Travelers may only reject if changes cause more than minor disadvantage (assumed if extra costs ≥ 7.5% of the Travel Sum).

4. The Traveler must accept an alternative within 3 Business Days of notice; within 10 days before departure and during the trip, within 24 hours. CHARLIE'S TRAVELS may shorten these deadlines if necessary. Failure to accept allows CHARLIE'S TRAVELS to terminate; refunds apply for cancellable parts.
   11.5 If after departure a significant portion of services is not provided or cannot be provided, CHARLIE'S TRAVELS arranges suitable alternatives under 11.1–11.4.

Article 12. Liability and Force Majeure

1. Subject to Articles 9–11, CHARLIE'S TRAVELS executes the Agreement as reasonably expected.
2. If the trip deviates, the Traveler must report promptly under Article 14.
3. Compensation is due unless: (a) the Traveler is at fault; (b) a third party outside delivery caused the issue unforeseeably; unforeseeable/unavoidable events occurred despite due care; or (d) force majeure under 12.4 applies.
4. Force majeure and excluded liability include (non-exhaustive):
   a. war, threat of war, martial law, quarantine, riots, sabotage/terrorism, protests, strikes, route closures, crime, boycotts, shortages, communication/payment failures, Dutch Foreign Ministry advisories, transport issues, delays in public transport;
   b. societal disruption due to natural disasters, epidemics, pandemics, serious accidents;
   c. third-party failures who are not employees/agents of CHARLIE'S TRAVELS.
5. Liability for damages covered by standard travel/cancellation insurance is excluded. Same for damages excluded by (international) law.
6. Liability per Traveler for death or injury is capped at the Travel Sum per person.
7. Liability for all other damages is capped at 50% of the Travel Sum per person
8. CHARLIE'S TRAVELS is never liable for lost/damaged luggage or travel documents.
9. Travelers may be liable for damages to third-party property (e.g., rental cars, camping gear, other trip equipment). CHARLIE'S TRAVELS is never liable.

Article 13. Assistance

1. CHARLIE'S TRAVELS provides assistance where circumstances require if the trip does not proceed as expected.
2. If neither party is at fault, each bears own costs. If extraordinary circumstances prevent return, necessary accommodation (of equivalent standard if possible) for max 3 nights p.p. is covered by the organizer.
3. The Traveler must follow instructions from CHARLIE'S TRAVELS to ensure smooth execution and is liable for damages caused by improper behavior, judged by reasonable traveler standards.

Article 14. Complaints

1. Any deficiencies must be reported as soon as possible to the consultant so solutions can be arranged. If unresolved and affecting quality, report immediately to the local representative or CHARLIE'S TRAVELS. Reasonable communication costs are reimbursed with proof.
2. Failure to allow CHARLIE'S TRAVELS to resolve issues may limit or exclude compensation.
3. If unresolved, the Traveler must submit a written, substantiated complaint within 1 month after the trip ends. Failure to comply forfeits compensation rights.
4. Dutch law applies to all disputes.

Article 15. Amendments and Final Provisions

1. CHARLIE'S TRAVELS may unilaterally amend these terms and will inform customers in time; at least 1 month will pass before changes take effect.
2. If any provision is void or annulled, remaining provisions remain in effect.

CHARLIE'S TRAVELS

Legal Information (Directive (EU) 2015/2302)

1. This package constitutes a package travel arrangement under Directive (EU) 2015/2302. As such, you are entitled to all EU rights applicable to package travel. The organizer (CHARLIE'S TRAVELS) is fully responsible for proper execution. The organizer has statutory protection ensuring refund and, if transport is included, repatriation in the event of insolvency.