



## Participant's contract

### Terms & Conditions

#### **Article 1: Definitions**

1. When in this participant's contract (hereinafter: "**Contract**") reference is made to the Montium trip, this means the trip to Dubrovnik (Croatia) from April 15, 2018 until April 19, 2018.
2. When in this Contract reference is made to the travel committee (hereinafter: "**Committee**"), this means the committee who is responsible for organising the Montium trips. The Committee is appointed by the members of the board of Montium.
3. When in this Contract reference is made to the "**Organisation**", this means Montium, the Dutch association for anyone with an interest in and curious about the Middle East in general and the Kurdish region in particular, as such represented by the Committee.
4. When in this Contract reference is made to an "**Excursion**", this means any visit that is organised by the Committee.
5. When in this Contract reference is made to a "**Member**", this means members of the organisation (Montium) who pay a yearly fee. When in this Contract reference is made to a "**Non-member**", this means people who are not a member of the organisation and who do not pay the yearly fee.

#### **Article 2: Organisation**

1. The Montium trip is organised by the Committee.
2. The Montium trip will take place from April 15 2018 until April 19, 2018.

#### **Article 3: Participation**

1. The participant must agree with the terms and conditions as set out in this Contract. Additionally, the personal information must be filled in correctly on the Organisation's website and a copy of an identification document (e.g. passport or identity card) must be enclosed.
2. The application is successful after the full payment of the fee is received by the Organisation (reference is made to article 4).
3. In compliance with the obligations set forth in article 3.1 and 3.2, the participant has the right to participate in the Montium trip.
4. When the participant does not fully agree with the terms and conditions, or does not fill in the personal data correctly, or the required copy of passport or identity card is missing, the registration for the Montium trip is considered invalid and the applicant is excluded from participation.

#### **Article 4: Payment**

1. The participant is obliged to pay a commitment fee of €50 in the form of a "adventurer ticket" on the website. This commitment fee is regarded as a down payment.
2. After paying the commitment fee the participant will receive the necessary information to complete their registration.
3. The **total** amount of the participation fee is **€ 299 for members** and **€ 349 for non-members** (this includes the down payment).
4. The participant has the option to pay for the excursion either at once or in three instalments.

5. By choosing the option to pay at once, Montium will collect the total fee on January 26th 2018
6. By choosing the option to pay in instalments, Montium will collect:
  - From non-member:
    - 1st instalment €100 on January 26th
    - 2nd instalment €100 on February 26th
    - 3rd instalment €99 on March 26th
  - From members:
    - 1st instalment €100 on January 26th
    - 2nd instalment €100 on February 26th
    - 3rd instalment €49 on March 26th
7. This option is only available until the 14th of January 2018. Applications after January 14th 2018, can only be paid at once.
8. When the participant fails to fulfil the payment obligations, the Committee reserves the right to exclude the participant from participating in the Montium trip, in accordance with Article 11 paragraph 3.
9. It is not possible to get a refund on the commitment fee, for this is needed to pay the deposit of the transportation costs.
10. The participation fee includes the transportation costs regarding the trip to and from Dubrovnik, all costs of accommodation for the duration of the trip and the cost of almost all activities.
11. Any additional costs, beyond the control of the Committee and/or Organisation, which are unexpected and necessary for the successful completion of the trip, can be recovered upon the participants.
12. Reversal of the collected fee is not allowed. This may include consequences when this clause is violated.

#### **Article 5: Travel documents**

1. The participant must provide the necessary travel documents, such as their passport. The participant in cooperation with the Committee will arrange the visa if necessary.
2. The participant is required upon departure and throughout the entire journey to carry the necessary valid travel documents with him/her.
3. When the participant is not able to participate in the Montium trip because of missing travel documents, this and all consequences related to this will have to be dealt with by the participant and is his/her complete responsibility.

#### **Article 6: Travel insurance**

1. Travel insurance and/or cancellation policies will not be provided by the Organisation.
2. The participant is strongly recommended to take out a travel and cancellation insurance, but this is the responsibility of the participant himself/herself.
3. The participant provides the Committee with the necessary personal medical information, if necessary.

#### **Article 7: Termination of Contract**

When the Committee decides to cancel the Montium trip, this shall be communicated with the participants, stating the reasons for cancellation. This Contract will then be terminated and the already transferred money from the participant to the Organisation will be refunded to the participant.

#### **Article 8: Complaints**

If the participant has a complaint, this complaint should as far as possible be communicated to the Committee as soon as possible after the complaint has arisen. If the complaint is not resolved to the

satisfaction of the participant, the participant may discuss his complaint by arbitration. This must be done within two months of the end of the trip. The arbitration committee will be formed at the request of the participant and will consist of a representative for the participant (appointed by the participant), a representative of the Organisation, and a by both parties designated third person. This arbitration must result in a unanimous advice, which will be binding to both the participant and the Organisation. Within one week after the request for establishing the arbitration, all parties concerned are informed in writing of the composition of this Committee.

#### **Article 9: Changes in travel and Excursion program**

The Committee retains the right to make changes in the travel and Excursion program.

#### **Article 10: Travel and Excursion program**

1. The travel and Excursion program, as determined by the Committee, is compulsory for the participant. The participant must attend all Committee sessions and ceremonies. The Committee decides upon any exceptions that may arise.
2. The participant has the responsibility to be present at the agreed time at the agreed locations. Any costs resulting from not arriving on time are to be borne by the participant.

#### **Article 11: Instructions of the Committee**

1. During the Montium trip, the Committee is authorized to give instructions and make decisions, including decisions on the continuation of the Montium trip (whether it should be continued in its entirety or whether it should be continued by one or more participants).
2. The participant is obliged to act in observance with all instructions of the Committee.
3. When the participant fails to comply with the instructions of the Committee or otherwise acts in violation of the law and/or of public order and/or stipulations of this Contract, the Committee can decide to exclude the participant from the Montium trip or the continuation of the Montium trip. All resulting costs are the participant's responsibility.

#### **Article 12: Liability**

1. If the participant is excluded from participation in the Montium trip or is disqualified, then he/she can be held liable for any resulting costs.
2. In the case of cancellation because of force circumstances beyond one's control by any external interference, illness, bereavement or other similar unforeseen circumstances, the participant should address his insurance company for a possible refund. The Organisation cannot be held liable for these refunds.
3. It is emphasized that study and financial obligations are also considered force circumstances.
4. Participation of the Montium trip is at one's own risk and expense. The Organisation is in no way responsible for any damage suffered by the participant due to participation in the Montium trip.
5. The participant is liable for all damages caused by his or her behaviour.
6. The Organisation is in no way responsible for any damages to third parties caused by the participant.

#### **Article 13: Situations outside of the scope of this Contract**

If situations arise that are outside of the scope of this Contract, the Committee will decide upon the matter. When the participant does not agree with this decision, a complaint can be filed in accordance with the procedure described in Article 8 of this Contract.