



GROW
with the
FLOW

TERMS AND CONDITIONS

Terms and Conditions

These terms and conditions are applicable to the travel package to Montenegro organised by Grow with the Flow. By booking this trip, the booker accepts these terms and conditions. The combination of travel services offered to you is a package within the meaning of the Package Travel Regulations for which you will benefit from all EU rights applying to packages. Grow with the Flow will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Grow with the Flow has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on the key rights of the booker can be found at the end of this document.

Definitions

Grow with the Flow: The company offering this travel package. Grow with the Flow is registered at the Kamer van Koophandel under number 73662380. The company is established on the following address; Roermondsestraat 2, 6043 GV Roermond, The Netherlands.

Participant: Every individual that takes part in the activities or makes use of the services offered through this travel package

Booker: Every individual that sets this travel agreement with Grow with the Flow, either for themselves or for a third party.

1. Your trip contract

The contract is between the Grow with the Flow and the participant, being any person travelling or intending to travel on a trip operated by us including any person who is added or substituted after booking. We both agree that Dutch law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of the Netherlands only. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

2. To secure your booking

To secure a booking, we must receive payment of the minimum deposit of 25% of the total trip price, per person, (or full payment if booking within 30 days from the start of the trip). The applicable deposit will be confirmed at the time of booking. All clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, by e-mail or facsimile or by any other means, will be deemed to have agreed to the following four conditions:

- a. they have read and accepted our Terms and Conditions published on our website
- b. they appreciate and accept the risks involved in adventure travel.
- c. they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the trip. If any person suffers from any medical condition or disability which will or may affect their trip arrangements, please contact us before making your booking to discuss your requirements.
- d. the booker confirms that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the

booking, will be the point person for all communications relating to the booking, and confirms that all such persons are fully aware of and accept these conditions. That person also consents to the use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements). A booking is accepted and becomes definite only from the date when we issue a confirmation invoice to you or your authorised travel agent. It is at this point that a contract between us comes into existence. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease holiday prices. We reserve the right to decline any booking at our discretion. We will communicate with you by e-mail. You must therefore check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. It is your responsibility to ensure we have up to date contact information for you at all times. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions.

3. Payment for your trip

The balance of monies due must be received by us no later than listed in the following scheme;

- Within 3 days after booking; 25 % of the sum, which is the deposit.
- 6 weeks before the start of your trip; 50 % of the sum
- 4 weeks before the start of your trip; 100 % of the sum

If you don't pay your balance by the due date, we reserve the right to treat your booking as cancelled and cancellation charges will apply. Deposit and balance payments must be made in the same currency and sufficient payment should be sent to ensure the company receives the total invoiced price as guaranteed. You will receive an invoice and can pay by bank transfer. If you are unable to pay by bank transfer, you can request to pay through another method, which has to be confirmed by Grow with the Flow.

4. If you change or transfer your booking

Transfer of Booking:

If you or any member of your party is prevented from travelling, in circumstances which we consider reasonable, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. the transferee agrees to these booking conditions and all other terms of the contract between us.
- d. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 5 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

5. If you cancel your booking

Should you wish to cancel, cancellation charges will be imposed. The cancellation charges shown below are those which will apply to package holiday to Montenegro.

- a. 8 weeks and more before trip start date – loss of deposit
- b. 6 to 8 weeks before trip start date – 50%
- c. 4 to 6 weeks before trip start date – 80%
- d. Less than 4 weeks before trip start date – 100%

We strongly recommend that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges under the terms of your insurance policy. Part cancellation of a booking may result in additional costs being payable by the remaining members of your party. Please also see clause 4.

Cancellation by you due to unavoidable and extraordinary circumstances:

You have the right to cancel your confirmed tour before departure in the event of “unavoidable and extraordinary circumstances” occurring at your tour destination or its immediate vicinity and significantly affecting the performance of the tour or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a refund of the monies you have paid, less any non-refundable charges imposed by our suppliers, but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions, which make it impossible to travel safely to the travel destination.

6. If you have a complaint

If you have a complaint about any of your trip arrangements, you must tell the company guide at the time. It is only if we know about problems that there will be the opportunity to put things right. If you don't complain on the spot this may affect your ability to claim compensation. If your complaint cannot be resolved on the spot you should notify us in writing within 28 days of the end of your trip. Grow with the Flow will give a reaction within 28 days after receiving the written complaint.

7. Passports, visas and vaccinations

You are responsible for arranging, and must have, a valid, acceptable passport and any visas and vaccination certificates required for your entire journey and trip. Any information we give about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on our part. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If your failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

8. Travel and cancellation insurance

You must have travel insurance when you travel with us. You and your belongings are at all times solely at your own risk. You are wholly responsible for arranging your own insurance. You must ensure that you have personal travel insurance with protection for the full duration

of the trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover.. If you make your own arrangements you should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in your trip. You must ensure that all travel insurance purchased meets your particular requirements and you should arrange supplementary insurance if need be.

9. Trip participation and client responsibility

You agree to accept the authority and decisions of our Grow with the Flow guides and local partner guides whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you. If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have responsibility to/for you as above. No refund will be given for any unused services.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises. If you have any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed trip and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs.

You must also promptly advise us if any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person in your party develops after your booking has been confirmed.

10. If we cancel or change your trip

While we will do our best to operate all trips as advertised, we reserve the right to change and correct errors in any of the facilities, services or itineraries described in this brochure and/or on our website at any time before or after your booking is confirmed. Most changes are insignificant. Occasionally, we have to make a significant change. If a significant change has to be made, we will inform you as soon as reasonably possible, if there is time before departure Please note that our trips require a minimum number of participants to enable

us to operate them. If any trip does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 6 weeks before the start of your trip.

If a trip consists of a group size of 3 or less, we may choose to propose a significantly different itinerary to lower the costs, of which we will inform you no later than 6 weeks before departure. You have the right to cancel the trip or choose this adapted option.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for significant changes) accepting the changed arrangements; or
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable or higher standard from us, if available (at no extra cost); or
- iv. if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative booking arrangements.

We regret that we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us.

Compensation:

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if we cancel your booking and no alternative arrangements are available. Period of notification given. Compensation* to you or your travel agent per person:

- More than 6 weeks before trip start date: Nil
- 4 to 6 weeks before trip start date: € 20
- 2 to 4 weeks before trip start date: € 30
- 2 weeks or less before trip start date: € 40

* IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a. where we make an insignificant change;
- b. where we make a significant change or cancel your arrangements more than 6 weeks before departure;
- c. where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d. where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f. where we are forced to cancel or change your arrangements due to Force Majeure (see clause 12)

11. Change of Trip Price

Grow with the Flow remains the right to, before the trip start date after finalizing the travel agreement, change the total price of the trip only if a change in fuel or energy prizes occur, or a change in taxes. We will inform you as soon as reasonably possible and you are obliged to pay the increase up and until an increase of 8% of the total trip sum. If the change in sum would be bigger, the booker has the right to cancel the trip and will receive all paid money back.

12. Force majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “unavoidable and extraordinary circumstances”, meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control.

13. Our responsibility for your trip

Your booking is accepted on the understanding that you appreciate and accept the possible risks inherent in adventure travel and that you undertake the trips, treks or expeditions featured in our programme at your own volition. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We promise to make sure that the trip arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (including loss possessions

and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) you or any member(s) of your party or the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unavoidable and extraordinary or 'force majeure' as defined in clause 12 above

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. Any optional excursions or activities booked during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned – please see clause 15: Optional excursions and activities below. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your trip involves and may be lower than or different to those applicable in the Netherlands. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the Netherlands which would have applied had those services been provided in the Netherlands. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the trip in question.

As set out in these conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. We do not, however, limit or exclude our liability for death or personal injury caused by the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment). Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is € 500 per person affected unless a different limitation applies to your claim under clause 13(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 13(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any expenses or losses incurred

by or relating to any business including self-employed loss of earnings.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 6. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs in advance. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

14. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

15. Optional excursions and activities

We may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance.

16. Late bookings

We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our trips. For bookings received within 6 weeks of your trip start date (or at an earlier stage for certain trips), the contract between the Company and the client comes into existence as soon as full payment has been received by us or our authorised travel agent.

17. Brochure / Website / Advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us or your travel agent at the time of booking.

Issue date: March 2020

Grow with the Flow

Registered Office: Roermondsestraat 2, 6043 GV Roermond, The Netherlands

Attachment; Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Grow with the Flow has taken out insolvency protection with the XXX Travellers may contact this entity if services are denied because of Explore's insolvency.