



Participants' regulations

Definitions

Article 1

In these participants' regulations the following terms have the following meanings:

- a. Consumer: the natural person or legal person that has made a booking that is covered by the guarantee scheme.
- 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. Participant: the trader that has a valid participation agreement with Calamiteitenfonds.
- f. 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.
- g. 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.
- 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.



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- j. Booking: a package travel agreement, linked travel arrangement, contract for transport or contract for accommodation concluded with a consumer.
- k. Catastrophe: an abnormal event caused by an act of war or a natural disaster.
- l. Catastrophe Committee: independent body of the foundation that takes decisions in respect of catastrophes and situations qualifying for payment (of damages).
- m. Situation qualifying for payment (of damages): if, in the case of a catastrophe, there is danger to the person and/or property of the consumer or if the infrastructure is damaged to such an extent that the performance of its obligations arising from a booking with a consumer cannot reasonably be expected from the participant.

Acquiring participation

Article 2

Paragraphs 1, 2 and 4 of Article 12 of the articles of association of Stichting Calamiteitenfonds Reizen, hereinafter referred to as: "the Calamiteitenfonds", apply to the acquiring of participation.

Article 3

1. Those wanting to acquire participation in the Calamiteitenfonds will address their application to the executive board on an application form made available by the Calamiteitenfonds on request, duly completed and signed by the applicant, and accompanied by the documents specified in that form.

The application will only be processed upon payment by the applicant of a fee as compensation for the costs associated with processing the application, the amount of which is determined by the executive board.

2. The applicant shall also properly and timely respond to the questions posed by or on behalf of the executive board in connection with the submitted application.
3. The assessment of the application by the executive board will be made on the basis of the articles of association and the provisions of these regulations.
4. The executive board will decide to grant the application for participation if, in the opinion of the executive board, the applicant fulfils the requirements of the articles of association and these regulations.
5. A former participant whose membership is terminated pursuant to Article 12 of the articles of association, or the person or persons who continue the business of the former participant in whole or in part, may be excluded from membership for a period not exceeding 1 year from the date of termination.
6. The executive 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 executive



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board, of the guarantee scheme offered by SGR, by an enterprise managed by them or affiliated with them.

Requirements for participation

Article 4

In order to be a participant of the Calamiteitenfonds, a travel company must meet the following conditions:

- a. be engaged in the organisation of travel;
- b. be a legal entity or partnership governed by the laws of a member state of the European Union (EU) or the European Free Trade Association (EFTA) with its headquarters in the EU or EFTA or, in the case of a sole proprietorship, operated by a natural person either residing in the Netherlands or with its principal business activities conducted in the Netherlands;
- c. demonstrate to the satisfaction of the executive board that measures are taken as described in Article 513a paragraph 1, Book 7 of the Dutch Civil Code.

Guarantee and consumer contribution

Article 5

1. Participants are required to indicate or have it indicated on their behalf on the travel confirmation and the invoice intended for the consumer, in a manner determined by the executive board, that the guarantee of the Calamiteitenfonds is applicable.
2. Participants are required to charge the consumer a contribution determined by the executive board and approved by the supervisory board, with respect to any booking made with the consumer.
3. The consumer contribution per party - with a maximum of nine persons per party - will be determined by the executive board with the approval of the supervisory board.
4. In the manner determined by the executive board, the Calamiteitenfonds shall charge participants an advance payment for the consumer contributions to be collected by the participant, after deduction of a fee for the participant to be determined by the executive board, whereby all costs in connection with its cooperation in providing the guarantee will be deemed fully reimbursed.

Consequences of determining a situation qualifying for payment (of damages)

Article 6

1. If the Catastrophe Committee has determined the existence of a situation qualifying for payment (of damages) as referred to in Article 13 paragraph 3 of the articles of association, the Calamiteitenfonds will reimburse the consumer concerned - via the participant - for the damages in accordance with the provisions of Article 2 of the articles of association and the guarantee scheme.



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2. A participant may not perform an agreement with a consumer to which the guarantee provided by the Calamiteitenfonds applies, if this causes it to act in conflict with a determination as described in Article 13 paragraphs 1 and 5 of the articles of association. The participant is required to follow the instructions of the Catastrophe Committee in connection with such a determination.
3. If a participant violates the provisions of the previous paragraph, the executive board is entitled to terminate its participation with immediate effect.
4. The liability of the Calamiteitenfonds towards the participant for errors by the Catastrophe Committee is limited to damages that are covered by the insurer under the liability insurance concluded by the executive board, and approved by the supervisory board.

Consequences of restriction of cover

Article 7

1. If the Catastrophe Committee has set a restriction of cover as referred to in Article 13 paragraph 4 of the articles of association, both the participant and the consumer to whose booking the restriction of cover applies are entitled to cancel the booking free of charge before the agreed date of travel or accommodation, in accordance with the provisions on cancellation without charge of the ANVR Travel Terms and Conditions. The consumer who does not use the option to cancel his contract will no longer be entitled to any payment as referred to in Article 2 of the articles of association with respect to such a contract.
2. For bookings that are made after the restriction of cover has been set for the place and time covered by that decision, the guarantee of the Calamiteitenfonds and therefore the provisions of Article 5 do not apply.
3. The participant is obliged to provide the Calamiteitenfonds – upon request – with a statement of the number of bookings that have been made during a restriction of cover for the place and time covered by that decision and for which no consumer contribution was charged under the provisions of the previous paragraph.

Settlement of the obligations of the Calamiteitenfonds by a participant

Article 8

If a participant, with the cooperation or consent of the executive board, makes payments to consumers, the Calamiteitenfonds will refund that participant for these payments up to the maximum amount the foundation would have paid for the direct settlement with these consumers, provided that the participant provides the Calamiteitenfonds with:

- a. one or more deed(s) of assignment or subrogation signed by these consumers, according to a model established by the executive board;
- b. documents showing that these consumers would be entitled to payment by the Calamiteitenfonds;



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- c. documentation demonstrating that the participant made such payments to these consumers or settled such payment with them.

Other rights and obligations

Article 9

1. In the event of termination of participation, irrespective of the cause, the rights and obligations of the participant towards the Calamiteitenfonds and the consumers, arising from the articles of association or these regulations shall apply in full, insofar as they originated during the participation and have not or not fully been complied with and the participant shall not be entitled' to a full or partial reimbursement of any contribution he has made, under whatever title, to the Calamiteitenfonds.
2. The participant is obliged to provide all cooperation and information the Calamiteitenfonds or experts engaged by the foundation may require, insofar as necessary for the performance of the duties of the executive board of the Calamiteitenfonds.
3. The Calamiteitenfonds is entitled to investigate (or have investigated) the accounts of the participant and instruct a chartered accountant or an accounting consultant qualified to certify to investigate the accounts of the participant.
4. The participant is particularly required:
 - a. to keep adequate accounts to the satisfaction of the executive board;
 - b. to provide upon request of the Calamiteitenfonds all information and documents that the executive board requires to perform its duties;
 - c. to forward other summaries, as often as this is required by the executive board. These summaries must be prepared in accordance with rules set by the executive board;
 - d. to follow instructions given by the executive board regarding the accounts it keeps;
 - e. to submit at the end of each financial year, the annual accounts for that financial year, accompanied by an unqualified audit opinion of a chartered accountant or a accounting consultant qualified to certify. For participants with a risk-bearing turnover exceeding ten million euros (€ 10 million) with SGR, submission shall be within four months of the end of each financial year. A period of six months applies to other participants. The annual accounts are accompanied by a breakdown of the turnover, which breakdown is accompanied by a report by a chartered accountant or an accounting consultant qualified to certify registered with the Dutch Professional Association of Accountants (Nederlandse Beroepsorganisatie van Accountants (NBA)), in accordance with a model established by the executive board;
 - f. to disclose all its activities, without delay and in writing, accurately and with breakdown, as soon as a change occurs in the specified activities,



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- particularly if such a change, expansion or restriction of activities means that it can reasonably be considered to fall into a category other than that known to the Calamiteitenfonds;
- g. to refrain from registering with the Calamiteitenfonds as part of its own operations or business activities of: legal entities, partnerships and/or natural persons who operate an independent business;
 - h. to inform the executive board, without delay, if at least 51% of the shares in the participating entity will be transferred outside the group to one or more new shareholders or in case of a merger or control of the participating entity is otherwise transferred.
 - i. to inform the executive board, without delay, if a credit agreement is terminated or if the credit institution has informed the participant that the conditions of the credit agreement are not met;
 - j. to no longer accept bookings in the event of financial insolvency.
5. Failure to comply with any provision in paragraph 4 results in personal liability of the director(s) or actual director(s) and/or owner(s) of the participant towards the foundation for the resulting damage.
6. The participant is obliged to allow every executive board member of the Calamiteitenfonds, a proxy of the Calamiteitenfonds or an accountant appointed by the executive board, admission to all offices and office space in use by the participant upon request, and to provide the board member and/or the proxy and/or the accountant with access to all its books and records.
By signing the participation agreement, the participant grants each executive board member and the executive board members jointly, as well as the proxy and accountant referred to in the previous paragraph, the authority to access the offices and premises and to inspect the books and records.
7. The participant is obliged to pay the contribution towards the costs of the Calamiteitenfonds as determined by the executive board of the Calamiteitenfonds with the approval of the supervisory board; for the financial year in which the participant is admitted, a proportional part of the aforesaid contribution per quarter, whereby a part of a quarter is considered to be an entire quarter.

Use of logo and word mark

Article 10

1. The participant is required to indicate on the booking confirmation and invoice in a manner to be determined by the executive board that the guarantee of the Calamiteitenfonds is applicable to any booking a consumer has made directly or through a retailer.
2. With respect to the relevant travel services, the participant is required to indicate in its travel brochures and on its website in a manner to be determined by the executive board that the cover provided by the Calamiteitenfonds is applicable. The participants must also include a link to the guarantee scheme of the Calamiteitenfonds on its website.



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3. As evidence of its participation, the participant is obliged to display the logo and word mark of the Calamiteitenfonds in a manner visible to the consumer and in accordance with the instructions issued by the executive board. The logo and word mark of the Calamiteitenfonds may be used by the participants only.
4. After the end of its participation, the participant is no longer entitled to use the logo and word mark of the Calamiteitenfonds.

Financial penalty

Article 11

1. Participants must comply with the provisions of the articles of association, the participants' regulations, and the participation agreement, on penalty of the forfeiture of a fine not exceeding € 10,000 (ten thousand euros) per violation/non-compliance with any provision, without prejudice to the authority of the executive board to additionally end the participation agreement with the participant pursuant to Article 13.
2. A fine will be imposed by the executive board by registered letter, stating reasons, and is always considered to have been made subject to the right of the executive board to claim damages against the participant.
3. An appeal against the imposition of a penalty may be lodged with the Appeals Committee, with the proviso that if the penalty was imposed in respect of not punctually meeting the obligations referred to in Article 9 paragraph 4 point e, the appeal is only admissible if the obligations are fulfilled within the appeal period.

End of the agreement with a participant

Article 12

1. The agreement whereby the participation has been agreed is entered into for an indefinite period and may be terminated by the participant by registered letter.
2. Termination may only take place with a term of at least six months before the last day of the financial year of the participant.
3. The executive board is authorised to allow deviation from the provisions of paragraph 2, if the participant so requests in writing.

Article 13

1. The executive board is authorised to terminate the participation agreement with immediate effect if the participant:
 - a. does not meet or no longer meets one or more requirements of participation as embodied in these regulations;



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- b. does not fulfil, does not timely fulfil or fulfils insufficiently any other obligation that these regulations impose on him or which arise from the participation agreement.
2. The authority referred to in paragraph 1 or paragraph 5 shall not affect the authority to impose a fine as provided above.
3. The executive board will state the reasons for the decision to terminate the agreement with immediate effect and will subsequently forward its decision by registered letter to the participant.
4. For a decision to terminate with immediate effect, the agreement will end on the day following the day the registered letter was sent.
5. In a case as referred to in paragraph 1, the executive board is authorised to decide to conditionally terminate the agreement, and paragraph 3 shall also apply to this decision. In that case, the agreement ends on the date specified in the decision, but only if the participant has not met one or more of the conditions stated in the decision on that date.

Disputes

Article 14

1. The participant in question may appeal to the Appeals Committee against a board resolution as referred to in Article 12 paragraph 4 of the articles of association and in Article 6 paragraph 3 and Article 13 of these regulations, to which appeal the appeals regulations will apply.
2. All other disputes between the parties will be settled exclusively by the Rotterdam District Court.

Implementation regulations

Article 15

1. The executive 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.



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Concluding provision

Article 16

In all cases not provided for by law, the articles of association or regulations, the executive board will decide.

The law of the Netherlands applies to these participants' regulations.

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These participants' regulations are valid from 1 July 2018.

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Disclaimer for translation errors

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