

Terms and conditions

General

The activities and facilities described on our website are checked on normal functioning, but may get affected by, for example, weather circumstances, local regulations, and busy periods out of season. Although we do our best to ensure that facilities are opened during the entire season, we cannot guarantee this. Therefore, we cannot accept bookings under this condition. It may also occur that certain facilities and walks are, unlike what the website says, temporarily unavailable because of weather conditions, for example. The prices indicated by Cathar Comfort will fundamentally remain unaltered, unless there are evident printing errors and/or VAT increases. We cannot guarantee that the information published by Cathar Comfort fits with your goal for consulting the information. All information, products, and services are offered in their actual conditions and without any (implicit) guarantee or warranty in regard of their soundness and suitability for a certain goal or otherwise.

Website

We have done our absolute best to ensure that the information on the website and the corresponding price list are correct and based on the most recent data available at the moment of going 'online'. As the website and the price list contain many details and as these are prepared months in advance, it is possible that certain cases have intermediately been altered, without Cathar Comfort having any influence on or knowledge of this. Evident or apparent mistakes and errors are not binding to Cathar Comfort. Cathar Comfort is not liable for the correctness of data, brochure materials, or photos issued by thirds.

1. Definitions

1.1. In these travel conditions, the following is understood by:

- a. Travel operator: **Cathar Comfort**, offering walking holidays organised in advance to the public in its own name and for the performance of its business;
- b. Travel agreement: the agreement in which the travel operator binds himself to the other party to provide the walking holiday organised by him in advance.
- c. Traveller: the counterparty of the travel operator in this agreement.

1.2. These travel conditions apply to all travel agreements in which the travel operator is party.

2. Establishment and content agreement

2.1. The commencement is established by acceptance of the travel operator's offer by the traveller. The acceptance is direct.

2.2. The offer of the travel operator is non-binding and can, if necessary, be revoked by him. Revoking should be done as quickly as possible after acceptance.

2.3. Prior to concluding the agreement and its execution, the traveller will issue some needed data concerning himself and the (possible) other traveller(s) to the travel operator.

2.4. By accepting these conditions, the traveller enters into an agreement. The traveller is bound to this agreement because of the confirmation of the booking by Cathar Comfort.

2.5. The person who enters into an agreement on behalf of or for the purpose of someone else, is severally liable for all obligations arising from the agreement.

2.6. If the agreed accommodation is included on the travel operator's website, the data included herein are also part of the agreement. All information on the website is updated on a regular basis. Apparent mistakes on the website are not binding to the travel operator.

2.7. The travel operator is not responsible for photos, brochures, and other promotional materials insofar as these are issued under the responsibility of thirds.

3 The reservation

3.1. The reservation should cover a period of at least a week or a multitude of this.

3.2 Reserved transfers are only valid on the days of arrival and departure.

4. The travel price

4.1. The published travel price applies per person per week. In it, the services and provisions mentioned on the website are included.

4.2. The published travel price is based on the prices, charges, and taxes as these were known to the travel organisation at the time of the website launch. Important intermediate alterations will be processed as quickly as possible.

5. The payment

5.1. The deposit is 20% of the travel price. The deposit should be paid no later than fourteen days after the date of the reservation confirmation. The remaining amount should be in the possession of the travel organisation no later than six weeks before departure. In case of reservation within eight weeks before take-off, the entire amount should be paid directly after receiving the confirmation.

5.2. In case of non-timely payment, the travel organisation has the right to cancel the reservation – after summation, in which the contractor remains liable for the cancellation costs.

5.3. No restitution occurs in case of later arrival or earlier departure than reserved.

6. Alterations by the traveller

6.1. After establishment of the agreement, the traveller can request an alteration. These alterations will be applied up to 28 days prior to the arrival date of the booked stay for as far as this is possible. For this, the condition applies that the traveller pays the altered travel price conform to the arrangement of article 5 and after deducting the already paid amounts. In case of an alteration, a cost reimbursement of € 25,- is charged.

6.2. Decisions about the request will be made as soon as possible. Rejection will be supported with reasons and will promptly be communicated to the traveller. The traveller can continue or cancel the original agreement. In the last case, article 7 applies. In case of no reaction by the traveller on the denial of his request, the original agreement applies.

6.3. From 28 days before the date of arrival of the booked stay, alterations will generally not be possible. For exceptions, the traveller is obliged to pay € 25,- alteration costs per booking.

6.4. For alterations during the stay, a cost reimbursement of €25,- is charged, together with possible additional costs of the other accommodation. Alterations during the holiday do not give a right to restitution.

7. Cancellation by the traveller

7.1. Cancellation costs apply when an agreement is cancelled.

- a. In case of cancellation between ten days after the confirmation date and 42 days before the day of arrival: the deposit;
- b. In case of cancellation between the 42nd day (included) and the 28th day before the day of arrival: 35% of the travel price;
- c. In case of cancellation between the 28th day (included) and the 21st day before the day of arrival: 40% of the travel price;
- d. In case of cancellation between the 21st day (included) and the 14th day before the day of arrival: 50% of the travel price;
- e. In case of cancellation between the 14th day (included) and the 5th day before the day of arrival: 75% of the travel price;
- f. In case of cancellation between the 5th day (included) and the day of arrival: 90% of the travel price;
- g. In case of cancellation on the day of arrival or later: the full travel price.

7.2. A cancellation by the traveller should always be confirmed in writing.

8. Alteration, possibly followed by termination by the travel operator

8.1. The travel operator can terminate or alter the agreement on an essential point because of circumstances that disable the travel organisation to reasonably furtherly bind to the agreement. If the cause of the alteration can be attributed to the traveller, the arising damage will come to the traveller's expense.

8.2. The travel operator will offer an alternative within 72 hours (three workdays) to which the traveller may or may not respond. This obligation disappears when the cause of the alteration can be attributed to the traveller. The traveller can reject the alteration.

8.3 The alternative offer should at least be of equal value. The comparability of the alternative accommodation should be assessed with objective standards and should be determined in accordance with the following conditions that should appear from the replacing offer:

1. the nature and the class of the accommodation;
2. the facilities furtherly offered by the accommodation.

8.4 The travel operator can also alter the agreement on a non-essential point due to heavy conditions immediately communicated to the traveller. In this case, the traveller can only reject the alteration when the alteration brings him negative consequences of more than slight meaning.

8.5 The traveller who uses his right to reject the alteration or the alternative offer in response to the past members, should make this known within three workdays after receiving the message about the alteration. In this case, the travel operator has the right to terminate the agreement with immediate effect. He must – under penalty of rescission - use this right within seven workdays after receiving the notification of the alteration by the traveller. In this case, the traveller has a right on restitution of the travel price (or, in case the travel has already partially been provided, restitution of a proportional part of it) within two weeks.

8.4 In addition to this, provided that the cause of the termination or major alteration can be attributed to the travel operator, that this alteration occurs within six weeks before the first arrival, and that this brings damage to the traveller, the travel operator will pay a reimbursement. Depending on the time and consequences for the traveller, this reimbursement will maximally be 20% of the travel price. Major alterations include an alteration of a reserved accommodation in which more than three nights are spent.

8.5 If an important alteration is necessary after commencement of the stay, the travel organisation will ensure an alternative that is as suitable as possible in view of continuation of the holiday.

9. Liability and force majeure

9.1. Notwithstanding the provisions in articles 8, 10, 11, and 12, the travel operator is obliged to execute the agreement corresponding to the expectations the traveller may reasonably have on the grounds of the agreement.

9.2 If the travel does not occur in agreement with the expectations meant in paragraph 1, the traveller is obliged to notice the travel organisation about this as soon as possible.

9.3 If the travel does not occur in agreement with the expectations meant in paragraph 1, the travel operator is obliged to reimburse possible damage unless shortcomings in the compliance with this cannot be attributed to him, nor to the persons whose help is used in the execution of the agreement, because:

- a. the shortcoming in the execution of the agreement can be attributed to the traveller; or
- b. the shortcoming in the execution of the agreement could not be foreseen or dissolved and can be attributed to a third party who was not involved in the delivery of the services provided in the travel; or
- c. the shortcoming in the execution of the agreement was due to an event that could not be foreseen or resolved by the travel operator or the person whose help they use in the execution of the agreement, in compliance with all the possible care; or
- d. the shortcoming in the execution of the agreement was due to force majeure as mentioned in paragraph 4 of this article.

9.4 Force majeure includes abnormal and unforeseen circumstances that are independent of the will of the person who relies on these and of which the consequences could not be avoided despite all precautionary measures.

9.5 Participation in activities organised by employees of the travel organisation is at own risk.

10. Help and assistance

10.1. Depending on the conditions, the travel operator is obliged to offer help and assistance to the traveller when the travel does not occur in agreement with the expectations that the traveller may reasonably have on the grounds of the agreement. The costs arising from this shall be borne by the travel operator, if the shortcoming in the execution of the agreement can be attributed to him in agreement with paragraph 3 of article 9. If the cause can be attributed to the traveller, the travel operator is only obliged to provide help and assistance insofar as this can reasonably be demanded from him. In this case, the costs shall be borne by the traveller.

11. Exclusion and restrictions liability travel operator

11.1. When the travel operator is liable for the damage suffered by the traveller on the grounds of article 9, his liability will be limited or excluded in agreement with the applying international conventions. He neither accepts liability for damage for which entitlement to reimbursement exists by virtue of a travel and/or cancellation costs insurance.

11.2 If the travel operator is liable to the traveller for loss of travel pleasure, the reimbursement will maximally consist of the travel price.

11.3 Notwithstanding the provisions in the prior paragraphs of this article, the liability of the travel operator for damage than caused by other things than death or injury of the traveller is limited to maximally three times the travel price, unless there is intent or gross negligence by the travel operator.

11.4 The exclusions and/or limitations of the liability of the travel operator included in this article also apply for the purpose of employees of the travel operator and involved service providers, as well as their staff, unless a convention or law precludes this.

12. Obligations of the traveller

12.1. The traveller(s) is/are deemed to comply with instructions by the travel operator and to respect the behavioural rules the accommodation holder wishes to see obeyed. The traveller(s) is/are liable for damage caused by his/their unauthorised behaviours, to be compared to the measure of the behaviour of the correct traveller.

13. Complaints

13.1. It is the intention of the travel organisation to offer the traveller a holiday that is in agreement with the information provided on the website. If the travel organisation remains in default with this to the traveller's opinion, the travel organisation will strive for a solution that satisfies the traveller.

13.2. If a complaint is not timely solved to satisfaction or if no compensation is offered, the traveller can present the dispute in writing to Cathar Comfort no later than a month after the original departure date.

13.3 Every right of action expires one year after completion of the travel (or, if the travel did not occur, one year after the original departure date).

The travel operator may use the traveller's address data for direct marketing purposes of the own organisation or sister organisations, unless the traveller objects to this.