

Lamana Travel – Terms & Conditions (

Please read the following terms and conditions carefully before booking a trip with Lamana. By booking a Lamana trip, you acknowledge that you have read, understood and agree to these Terms & Conditions, as well as any other policies referenced herein. If you book a Lamana trip on behalf of other participants, you accept these terms on their behalf and confirm that you have the authority to do so.

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Article 1 – Definitions

- **Organizer:** *Lamana*, a travel company registered in the Netherlands (KvK Chamber of Commerce registration number: 98434977). In these terms, “we”, “us”, or “Lamana” refers to the Organizer.
- **Traveler:** Any person who enters into (or wishes to enter into) an agreement with the Organizer for a Trip, including anyone on whose behalf a booking is made and who is thereby entitled to travel under that booking.
- **Trip (or Package Holiday):** A travel package organized by Lamana, typically a multiple day retreat including multiple travel services (e.g. lodging, activities, local transportation). The trip length is counted in whole days, with the day of departure and the day of return each counted as full days.
- **Travel Service:** Any individual service that is part of the Trip, such as accommodations, local transport, excursions, activities or other tourism services.
- **Travel Service Provider:** A third-party company or individual that provides a Travel Service as part of the Trip (for example: accommodation owners, transport operators, surf or hiking guides, etc.).
- **Agreement:** The contract between the Traveler and Lamana for the Trip, including these Terms & Conditions and the trip details/invoice.
- **In Writing:** Communication by email or other electronic text messaging (written electronic communications are considered “in writing” for the purposes of these terms).
- **Working Days:** Monday through Friday, 09:00–17:00 Central European (Dutch) time, excluding Dutch public holidays.

Article 2 – Applicability of Conditions

1. **Package Trips:** These Terms & Conditions apply to all multi-day travel packages (“Trips”) organized by Lamana. They form part of your Agreement when you book a Trip.
2. **Single Services:** If Lamana ever offers or arranges a single Travel Service (not as part of a package), these terms may be declared applicable to that service. In such cases, the legal protections under EU package travel law (Title 7A of Book 7 of the Dutch Civil Code) do not apply to a standalone service. The service would then not include insolvency protection unless explicitly stated (e.g. if covered by a guarantee scheme).
3. **Additional Conditions:** Any deviations or additions to these conditions must be agreed upon in writing. Any special terms agreed (in writing) between Lamana and the Traveler will take precedence over these general conditions to the extent of any inconsistency.

Article 3 – Booking and Conclusion of the Agreement

3.1 Offer and Content: Lamana’s trip offer covers only the services and facilities explicitly described in our brochures, website or proposal for the Trip. Third-party information not provided by Lamana (for example, details from a hotel’s own brochure or website) is not automatically part of our offer unless we specifically include or endorse it in the Trip

description. The published price is per person (in EUR) and based on the inclusions stated.

Important: International flights or transportation to the Trip's start location are *not included* in Lamana's standard 7-day retreat packages, unless explicitly stated. Travelers are responsible for arranging their own travel to the designated meeting point. The duration of the Trip is calculated in whole days – the day of departure and the day of return are counted as full days for itinerary purposes.

3.2 Non-Binding Nature of Offer: All trip offerings and quotes by Lamana are non-binding. We strive to ensure accuracy, but obvious errors or mistakes (e.g. a typo in price or inclusions) do not bind Lamana. We reserve the right to correct such errors or withdraw an offer. If you accept an offer containing an obvious mistake, we may rescind the booking without penalty if we notify you of the error by 17:00 (5 PM) on the next Working Day after your acceptance. If you have any doubts about details of an offer, please inquire for clarification before booking.

3.3 Formation of Agreement (Booking): The Agreement between you and Lamana is formed as soon as you accept Lamana's travel offer *and* Lamana confirms the booking (subject to availability). A booking is typically confirmed by a booking confirmation/invoice sent by Lamana. Once your booking is confirmed, it is final. There is **no "cooling-off" period** or free cancellation window; travel bookings are generally exempt from the 14-day right of withdrawal, so the Agreement is binding from that moment.

3.4 Preferences and Special Requests: If you have any special requests or preferences (for example, dietary needs, room location, or special occasion arrangements), you should communicate these at the time of booking. Lamana will note your requests and, if possible, pass them on to our partners, but **such preferences are not guaranteed** unless explicitly confirmed in writing by Lamana. Simply listing a preference in your booking or on travel documents does not mean it is confirmed or part of the Agreement. We will inform you in writing if a preference can be guaranteed (or not).

3.5 Health, Fitness and Medical Condition: By booking a trip with Lamana, you certify that you do not have any illness, disability, or condition that would create a hazard for yourself or others, or that could otherwise significantly impede the enjoyment of the trip for anyone else. If you do have any medical or physical condition that might affect your ability to participate (or that may impact the group), *you are required to inform Lamana* before or at the time of booking. This includes any chronic illnesses, pregnancy, disabilities, or allergies that may require special attention or accommodation. Please note that some trip activities (such as surfing, hiking, or other adventure sports) can be physically demanding; by booking, you confirm that you are fit to participate or have obtained clearance from a medical professional. Lamana cannot guarantee the availability or quality of medical facilities (including emergency care) at our trip destinations. It is the Traveler's responsibility to consult a physician regarding any concerns and to ensure they have any necessary medications or treatments during the trip. Participants should bring an adequate supply of any personal medications, and any necessary preventive measures (e.g. insect repellent, allergy meds like an EpiPen, etc.). All costs related to medical care (routine or emergency), including doctor visits, medication, or hospital fees during the trip, are the **Traveler's responsibility**. Lamana is not liable for any medical problems or consequences that arise during the trip. In certain cases, Lamana may require a doctor's note or additional information to assess health conditions; if we determine we cannot safely accommodate a Traveler's special medical requirement, we reserve the right to decline the booking for the Traveler's own safety.

3.6 Minimum Age: All trip participants must be at least 18 years old. Lamana’s retreats are intended for adults; bookings cannot be accepted for minors under 18 unless specifically agreed in writing with a parent/guardian’s involvement. The Traveler making the booking must be an adult (of legal age).

3.7 Booking on Behalf of Others: If you (the “Lead Traveler”) book a Lamana trip on behalf of other people, you are **jointly and severally liable** for all obligations of the booking, including payment of the full trip price. By booking on behalf of others, you also assert that you have the authority to accept these Terms & Conditions on behalf of everyone in your party, and that all members of your group have been made aware of and agree to these terms. The Lead Traveler is the primary point of contact for the booking; all correspondence (confirmations, invoices, trip communications, etc.) will be sent to the Lead Traveler’s email address. The Lead Traveler is responsible for distributing all relevant information to the other participants in the group.

Obligation to Inform: The person booking must provide any personal details or circumstances of the other Travelers that might be relevant to the trip (for example, medical, dietary, or mobility issues) at the time of booking. If the Lead Traveler fails to convey important information to Lamana or fails to inform other participants of these Terms & Conditions and trip details, the Lead Traveler indemnifies Lamana against any consequences or claims arising from those omissions. Each Traveler in the group remains responsible for complying with these Terms & Conditions and fulfilling their own obligations (such as providing personal documents, adhering to rules of participation, etc.), but the Lead Traveler accepts liability for any costs or damages resulting from the group booking as a whole.

3.8 Booking Confirmation: After receiving your booking request (and any required deposit payment), Lamana will send a booking confirmation and invoice by email. It is your responsibility to review the confirmation and invoice details and ensure all information is correct. If you have not received a confirmation within a reasonable time after booking, please contact us. Any errors or discrepancies in the booking confirmation should be reported to Lamana immediately.

3.9 No Right of Withdrawal: Travel agreements are exempt from the EU consumer rights directive on distance selling; therefore, **no statutory cancellation period (right of withdrawal) applies** once your booking is confirmed. Your booking is final as per section 3.3 above. Standard cancellation terms (see Article 9) will apply if you decide to cancel your trip.

Article 4 – Pre-Trip Information and Requirements

4.1 Travel Documents (Passports & Visas): Each Traveler is responsible for obtaining and carrying a valid passport and any required visas or other travel documents for all countries to be visited on the Trip. Your passport should be valid for the minimum period required (often at least 6 months beyond your travel dates, depending on country rules). Lamana can provide general information at about visa or entry requirements for the trip **for Dutch citizens** (or the nationality you provide to us) to the best of our knowledge. However, due to varying requirements based on nationality, **Travelers must personally verify** the specific entry, visa and health requirements applicable to their own situation. It is crucial to check with the relevant embassies/consulates for up-to-date requirements (passport validity, visas, tourist cards, vaccinations, etc.) well before departure. **If you fail to obtain required travel documents or comply with entry requirements, any resulting costs or consequences (such as being denied boarding or entry) are at your own expense.** Lamana will not be liable for any

trip portions missed or costs incurred due to a Traveler's incomplete or invalid travel documents.

4.2 Vaccinations and Health Formalities: Travelers should ensure they meet all health requirements for the destinations (and any transit countries). This may include routine or recommended vaccinations, malaria prophylaxis or other health measures. Governments can change health entry requirements on short notice; it is the Traveler's responsibility to stay informed of such changes and comply with them. Any consequences of failing to meet health requirements (e.g. quarantine, denied entry) fall within the Traveler's own risk. Lamana can provide guidance on common health preparations for the trip, but we are not medical professionals; please consult a healthcare provider or travel clinic for personalized medical advice.

4.3 Final Trip Details: We will send out travel documents or a trip handbook with detailed information (itinerary, packing list, meeting instructions, contact numbers, etc.) approximately **1–2 weeks before departure**, provided full payment has been received. If your booking is last-minute (made within 1–2 weeks of departure), we will expedite sending your trip information once payment is confirmed. If you have not received your travel documents **5 days before departure**, please notify Lamana immediately.

4.4 Mandatory Travel Insurance: Travel insurance is mandatory for all Lamana Travelers. You must obtain, at your own cost, a comprehensive travel insurance policy that covers your entire trip duration. At minimum, your insurance should include coverage for personal accident and medical expenses, emergency medical evacuation/repatriation, and death benefits. We also **strongly recommend** that your policy include trip cancellation/interruption coverage, baggage loss/damage and personal liability coverage. It's important to purchase insurance **shortly after booking** (many insurers require certain coverages, like trip cancellation, to be purchased within days of your trip deposit. Lamana strongly recommends that all travelers hold valid travel insurance. In the event of any incident, Lamana cannot be held liable for travelers who do not have appropriate coverage. It is the traveler's responsibility to ensure their insurance policy covers the areas specified below. In case Traveler can't participate in the travel due to an inadequate travel insurance Lamana will treat it as a last-minute cancellation on your part and *no refunds will be given* for any payments made, as lack of insurance is not a valid reason for a refund. **Please note:** Lamana is not liable for any losses arising from your failure to secure adequate insurance coverage. It is the Traveler's responsibility to ensure the insurance purchased is appropriate and sufficient for their needs.

4.5 High-Risk Activities – Assumption of Risk: Our retreats may include adventurous or sporting activities (for example: surfing, stand-up paddle boarding, mountain hiking, rafting, biking, etc.). Participation in any such activities is voluntary and *at your own risk*. We require that you carefully follow all safety instructions given by guides or instructors. **Verify your insurance coverage** for these specific activities – not all standard travel insurance policies automatically cover high-risk or extreme sports. Lamana strongly advises Travelers to check with their insurer that activities like surfing, hiking, water sports or any potentially hazardous activities on your itinerary are included in your policy. If an activity is not covered, consider purchasing a policy rider or separate adventure sports insurance. By participating in these activities, you acknowledge the inherent risks involved (such as injury, drowning, falls, etc.), and agree that Lamana is not responsible for injuries or incidents that occur during such activities, absent negligence on our part.

4.6 Pre-Trip Information from Lamana: At or soon after booking, Lamana will provide the Traveler with the key details of the Agreement: the confirmed trip itinerary and services, the price and payment schedule as well as these Terms & Conditions.

We can assist you in checking passport, visa, or entry requirements for your trip; however, it is your responsibility to verify and confirm this information with the official authorities (such as your country's Ministry of Foreign Affairs). Lamana will also provide information about the health requirements for the trip and any mandatory or recommended safety measures, along with other general information relevant to your travel experience.

While Lamana makes every effort to ensure that the information provided is accurate and up to date, the Traveler remains responsible for confirming the most current requirements before departure.

Article 5 – Traveler Information Obligations

5.1 Accurate Information: The person making the booking must provide **complete and truthful information** for all Travelers included in the reservation. This includes full names as per passport, date of birth, nationality, and any special conditions or requirements (health issues, dietary restrictions, mobility limitations, etc.) that could be relevant for the trip. Lamana and its partners will rely on the information provided at booking; any omission or incorrect information that leads to issues (such as problems with flight/train bookings, inability to join an activity, or endangering health/safety) may result in the Traveler being excluded from (parts of) the trip. If a Traveler fails to disclose an important condition or falsely represents their fitness or eligibility for the trip, Lamana reserves the right to terminate the Agreement for that Traveler. In such event, standard **cancellation fees** (see Article 9) will apply as if the Traveler had cancelled, and any additional costs incurred (e.g. last-minute changes) will be borne by the Traveler.

5.2 Reduced Mobility, Pregnancy, Medical Conditions: Travelers with reduced mobility, those who are pregnant, or those with any condition that might affect their ability to travel or require special assistance *must* report this to Lamana before completing the booking (or as soon as the condition becomes known). This is to ensure we can advise on the suitability of the trip and any necessary accommodations. We will make reasonable efforts to accommodate special needs or determine if participation is feasible. However, certain trips or activities may not be suitable for everyone (for example, late-stage pregnancy might preclude certain activities, or some locations might not be wheelchair accessible). It is also the responsibility of such Travelers to check with transport providers (e.g., airlines) whether they require any specific documentation. For instance, an airline may require a medical certificate for flying if you are beyond a certain stage of pregnancy, or if you have a serious illness. Any additional costs for necessary accommodations or assistance (e.g., hiring extra support, special transport) may be charged to the Traveler at cost if not covered by Lamana's standard arrangements. Lamana's duty to accommodate is limited by what is reasonably possible without fundamentally altering the nature of the trip. If we conclude that a Traveler's participation would cause safety risks or is impracticable even with reasonable adjustments, we reserve the right to decline or cancel the booking for that Traveler (with full refund of any payment for that person, provided the disclosure was timely and honest).

5.3 Travel Insurance Details: As noted in 4.4, Travelers must provide proof of travel insurance. The Traveler should also provide Lamana with an emergency contact (the name and phone

number of someone not traveling with you whom we can reach in case of an emergency) and any other key information we request for our records at least two weeks before departure.

Article 6 – Payment Terms

6.1 Deposit: To secure your booking, a deposit of **20% of the total trip price** is required. This deposit payment must be received by Lamana’s designated escrow account (see **STO Garant** in Article 19) within **14 days** of the booking confirmation/invoice date. If we do not receive the deposit on time, we reserve the right to cancel your provisional booking. (In some cases, for late bookings close to departure, a higher deposit or full payment may be required immediately; this will be communicated if applicable.)

6.2 Final Payment: The remaining balance of the trip price must be paid no later than **6 weeks (42 days) before the trip start date**. You will receive a reminder or second invoice for the final payment. If your booking is made **within 6 weeks of departure**, then the *full trip price* must be paid at the time of booking (or as soon as possible upon invoice). In all cases, the full trip price must be received by Lamana before the trip begins; failure to pay in full will result in you being unable to join the trip, with cancellation fees applied as described below.

6.3 Payment Method and STO Garant Guarantee Scheme: In order to meet its statutory obligation to provide a guarantee, Lamana makes use of the guarantee scheme provided by STO Garant. You can check that this is the case by visiting STO Garant’s website and verifying that the organisation is listed as a participant (www.sto-garant.nl/en/members). You can find all information relating to STO Garant at www.sto-garant.nl/en.

Whether STO Garant's guarantee applies to a particular (travel) offer made by Lamana is clearly stated for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.sto-garant.nl/en/downloads).

If STO Garant's guarantee applies to your booking, you do not pay the booking sum to Lamana but instead into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of Lamana, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

6.4 Late or Non-Payment: Timely payment of the deposit and final balance is an essential obligation of the Traveler. If you fail to pay the deposit or any instalment by the due date, you will be in **default** automatically, *without* the need for a further formal notice from Lamana. Lamana reserves the right to charge statutory interest on the overdue amount from the date payment was due. In addition, you may be charged for any debt collection costs if we must engage a third party to recover the payment. Under Dutch law, reasonable extrajudicial collection costs can be charged to the debtor – for example, 15% of the amount owed on the first €2,500, decreasing percentages on higher amounts.

6.5 Cancellation for Non-Payment: If you do not pay the deposit or final payment by the specified deadline, Lamana may cancel your booking due to your breach of contract. In such case, the standard **cancellation fees** (see Article 9 below) will apply as if you had cancelled the booking on that date. We will first send a payment reminder (via email or in writing) with a short

grace period. If payment still is not received within that grace period or at least 14 days before departure (whichever comes first), Lamana has the right to terminate the Agreement. We may then charge the applicable cancellation penalty against any deposits paid, and refuse your participation in the trip. Alternatively, Lamana may, at its discretion, allow you to join the trip if you pay in full (including any late payment surcharges) before departure, but this is not an obligation on our part. Until all dues are paid, Lamana is entitled to hold back any travel documents (e.g., not send the final trip details or tickets). The Traveler remains liable for any unpaid amounts.

6.6 Price Errors: In the event a pricing error is discovered in your favour or against, Lamana will inform you as soon as possible. If the correct price is higher, you can either pay the difference or cancel for a full refund. If the correct price is lower, we will refund the difference. This clause only applies to genuine errors; it is not meant to allow speculative rebooking based on normal price fluctuations or discounts.

Article 7 – Transferring a Booking (Substitution of Traveler)

If you are unable to join the trip, in many cases you **have the right to transfer your booking to another person**, subject to the following conditions:

- **Notice:** You must request the transfer **at least 7 days before the trip start date** (and as early as possible) so that necessary arrangements can be made. Transferring closer than a week prior to departure may not be feasible, especially for international trips, and Lamana has no obligation to honour a transfer request made late.
- **Suitable Substitute:** The person taking over your booking (the “substitute traveler”) must satisfy all the conditions applicable to the trip. This includes qualifications or requirements (e.g., any skill or fitness prerequisites), and compliance with any rules (such as age minimum 18). The substitute should be someone who can responsibly participate in the trip without detriment. Some elements of the trip may not be transferable – for example, **if any travel tickets (like flights or certain train passes) were booked in your name, it may not be possible to change the name on those tickets**. In such cases, a transfer might require purchasing new tickets at your (or the substitute’s) expense, if the substitute still wishes to go. Lamana will advise you of what can and cannot be transferred when you request the substitution.
- **Costs of Transfer:** You and the substitute traveler are **jointly and severally liable** for paying any remaining balance due, as well as any reasonable additional costs that result directly from the transfer. Lamana will inform you in advance what these costs are (for example, name change fees charged by accommodations or transport providers, administrative fees for reissuing documents, etc.). We will seek to minimize such costs, but some fees (like flight rebooking) can be substantial. The original Traveler should ideally reimburse Lamana for any such fees before the transfer is completed, or the substitute should pay them directly.
- **Approval:** While the right to request a transfer is protected, Lamana can refuse the substitution if the above conditions are not met (e.g., the request is too late to process, or the substitute does not agree to these Terms & Conditions or does not meet trip requirements). If Lamana refuses a substitution, you remain booked on the trip and our normal cancellation terms (if you then choose to cancel) would apply. If a transfer is

accepted and completed, you (the original Traveler) will receive any refundable balance after fees, and the substitute traveler will be bound by these Terms & Conditions as if they were the original party to the Agreement.

Important: Transferring a booking does **not** normally constitute a cancellation (with fees) by the original Traveler, so long as the substitution is carried out according to the above terms. The payments you have made will simply count toward the substitute's trip. However, if you request a transfer but then the conditions or timing cannot be met and you are unable to travel, it may end up being processed as a cancellation on your part (with applicable fees per Article 9). Always communicate promptly with us if a substitution is needed, to avoid unnecessary fees.

Article 8 – Changes to the Booking by the Traveler

8.1 Alteration Requests: If you wish to make changes to your confirmed booking (such as altering the travel dates, trip destination, or extending your stay), you must submit a request in writing. Lamana is not obliged to honour change requests, but we will assess what is possible. **Minor changes** (like correcting a typo in a name, or adding an extra service if available) will be accommodated where feasible, and may incur an administrative fee (we will inform you of any such fee in advance). **Major changes**, such as shifting your booking to a different departure date or a different trip, are essentially a cancellation of the original booking and a new booking. In general, if you request a significant change (for example, rebooking to a later retreat or changing the destination) and we agree to it, Lamana will treat this as a *cancellation* of your original Agreement (with the usual cancellation fees per Article 9) **and** a new booking under a new Agreement. We will then credit any monies paid toward the new booking as appropriate. If the new arrangement is feasible, you will receive a new confirmation/invoice reflecting the changes. If the new trip is more expensive, you'll need to pay the difference; if it's cheaper, we can refund the difference minus any change fees.

8.2 Change of Participant Numbers: If you want to **add extra participants** to your booking, this is subject to availability on the trip. Additional participants will be confirmed only after they pay the required deposit and are accepted by Lamana. If you request to **reduce the number of participants** in your booking (for example, one of your two booked travelers cancels), this will generally be handled under the cancellation terms for that person (see Article 9.4). In some cases, a change in group size might impact the pricing for the remaining travelers (e.g., if your booking had a group rate or a shared room cost now falls on one person). We will communicate any repricing or options in such scenarios.

8.3 Other Amendments: Any other amendments (such as requesting an upgraded room, changing the pickup location, etc.) will be handled case by case. Lamana will inform you of any additional costs or feasibility issues. Our general approach is to be flexible where possible, but we cannot guarantee to fulfil every change request, especially close to departure. If we cannot accommodate a requested change and you elect to cancel the trip instead, the cancellation will be subject to the fees in Article 9.

Article 9 – Cancellation by the Traveler

9.1 Cancellation Procedure: If you decide to cancel your trip booking, you (the Lead Traveler or the individual traveler cancelling) must notify Lamana **in writing** (e.g., via email) of the cancellation. The cancellation takes effect on the date Lamana receives your written notice of cancellation. If a cancellation notice is received outside of Lamana's business hours (for

example, on a weekend or after 17:00 on a weekday), it will be deemed received on the next Working Day. We will confirm your cancellation in writing and inform you of any cancellation charges due.

9.2 Cancellation Fees: If you cancel your booking, Lamana will charge a cancellation fee (also known as a cancellation penalty) per person, calculated as a percentage of the total trip price, as outlined below:

- **Cancellation up to 56 days (8 weeks) before departure:** You pay **20%** of the trip price. (This is typically equivalent to the deposit; if your deposit was 20%, it will be forfeited.)
- **Cancellation 55 to 29 days before departure:** You pay **50%** of the trip price.
- **Cancellation 28 to 7 days before departure:** You pay **75%** of the trip price.
- **Cancellation less than 7 days before departure (6 days or fewer):** You pay **100%** of the trip price.

These percentages apply to the entire invoiced travel sum (excluding any non-refundable items explicitly noted, and excluding your STO Garant fee, if any). In other words, if you have made payments exceeding the applicable percentage, the excess will be refunded; if you have paid less, you will be invoiced for the difference.

No refunds will be given for any cancellation occurring 6 days or less before the start of the trip (this includes “no-shows” or failing to show up in time for departure). The above fees also apply if you have to cancel because you lack correct travel documents or required insurance, or due to any other reason not attributable to fault on Lamana’s side. We strongly advise purchasing travel cancellation insurance (as per 4.4) to cover these costs if you must cancel due to unforeseen circumstances.

Note: “Trip price” in this context includes all components of the trip as invoiced by Lamana (accommodation, activities, etc.) but **excludes** the cost of any independently arranged services outside our Agreement (e.g., your airfare to the destination, travel insurance, visa costs) and excludes any contributions for guarantee funds or calamity funds. Those external costs are your responsibility; some may be recoverable via insurance depending on your policy.

9.3 Partial Cancellation (Reduction in Group Size): If one or more Travelers in a group booking cancel(s) while another Traveler(s) from the same booking still intend to go, the cancellation fees above apply to the cancelling party/parties individually. Additionally, Lamana reserves the right to **recalculate the price** for the remaining travellers if the pricing was based on a specific group size or room occupancy. For example, if two people booked a twin room and one cancels, the remaining person may need to pay a single supplement for the room. If within one booking some Travelers cancel and others continue, Lamana may choose to either charge the standard cancellation fee per cancelled person *or* (if more appropriate) charge the actual additional costs resulting from the cancellation. The choice will depend on which amount is higher or more reasonable. Lamana will communicate any such adjustments. The Travelers who remain on the booking must still fulfil the full payment obligations for the revised booking.

9.4 Rebooked Trip Cancellation: If you and Lamana have mutually agreed to **rebook or postpone** your trip to a later date (instead of an immediate cancellation) – for instance, you moved a trip scheduled for one date to a new date – and you later cancel the rebooked trip, the cancellation fee will be calculated based on the *earlier* of the two dates. In other words, you will

owe at least the amount you would have owed had you cancelled on the date we decided to postpone. This is to prevent a situation where rebooking (which Lamana may offer as a goodwill gesture) is used to avoid higher cancellation penalties. For example, if you postponed a trip 14 days before departure (when a 75% fee would have applied) to a new date next year, and then you cancel the new date well in advance (which would normally be 20%), you will still owe the 75% in cancellation fees. Lamana will inform you of the amount due in such cases. Any travel credit or voucher provided in lieu of a cash refund (see 9.5 below) is subject to this rule as well – cancelling a rebooked trip that was paid with a voucher may result in no refund or a reduced refund.

9.5 Travel Credits (Vouchers): In certain cancellation cases, Lamana may at its discretion offer you a **travel credit or voucher** instead of charging a cancellation fee outright (for example, during special circumstances or as a goodwill gesture). Unless otherwise stated in writing at the time the credit is issued, such credits are subject to the following conditions:

- The credit must be *used* (applied toward a new Lamana booking) within **12 months** of the date it was issued. This typically means you should make a new booking within one year.
- The new trip using the credit must *commence* within **24 months** of the credit issuance. (We allow you to book up to a year out, but in any case, the trip should start no later than two years from the original cancellation date.)
- The credit is **non-transferable** to other persons. It is tied to the Traveler who was originally booked (or the lead booker for group credits) and cannot be sold or given to someone else.
- The credit may be limited to the **same destination or trip type** as the original booking (if stated). Generally, we will allow it to be used on a similar trip or the exact trip at a later date.
- If the new trip chosen has a higher price than the value of the credit, the Traveler must pay the difference. If the new trip is cheaper, typically no cash refund of the difference will be provided (unless we state otherwise); you may be allowed to use remaining credit toward trip extras if applicable.
- A travel credit issued as goodwill **cannot be redeemed for cash**. It only has value when applied to a booking with Lamana.
- If you use a travel credit to book a new trip and then **cancel** that new trip, the travel credit is forfeited and *expires*. (If you cancel the new trip under circumstances that would have entitled you to a refund or another credit, special consideration may be given, but generally a second cancellation exhausts the credit.)

Lamana will confirm the specific terms of any credit in writing when it's issued. The above conditions apply in the absence of any differently stated terms.

Article 10 – Changes to Price

The price of your trip as agreed in the booking is based on costs and exchange rates as of the date of confirmation. In principle, the price is fixed after confirmation. **However**, in accordance

with EU and Dutch regulations, Lamana reserves the right to increase the trip price **up to 20 days before the departure** date if specific cost factors change:

- **Increased transportation costs or fuel prices:** If the cost of transportation that is part of your trip (e.g., fuel surcharges for included transfers or internal flights) rises significantly, we may pass through the additional cost.
- **New or increased taxes/fees:** If new taxes, tourist fees, or levies are imposed by third parties (including government tourist taxes, park fees or VAT changes) that increase the cost of the trip, these may result in a price increase.
- **Exchange rate fluctuations:** If the trip price is significantly affected by currency exchange rates (for example, if a large portion of our costs are in a foreign currency), and those rates change by more than a minor amount, we may adjust the price accordingly (if this possibility was stated in the Agreement). Typically, our pricing has some buffer for small changes; we would only invoke this for substantial swings.

If such a price increase is necessary, Lamana will send you a notification with a calculation of the extra cost. If the **price increase amounts to 8% or more of the total trip price**, you have the right to cancel the booking **within 7 days** of receiving our notice without paying cancellation fees. In that event, you would receive a full refund of any payments made for the trip.

Alternatively, you may accept an alternative offer if we are able to propose one (for instance, a different trip or modified arrangements to avoid the surcharge). If you do not respond to a price increase notice above 8% within the 7-day period, it will be deemed as acceptance of the price change. For price increases below 8%, cancellation without fees is not offered (such smaller surcharges will be added to your balance due).

Conversely, if there are **decreases in our costs** from those factors (fuel, taxes, exchange rates) in the same period, you are entitled to a price reduction. Lamana will in that case refund any decrease in cost **minus €30** for administrative expenses involved in processing the refund. We will not issue a reduction for minor cost decreases under a certain threshold (typically changes that would amount to less than €20 per person) due to administrative costs, but significant savings will be passed on as required.

No price changes will be made within 20 days of departure – at that point, the price is locked in. Also, once you have paid in full, we will not later request surcharges except as allowed by law (e.g., government-imposed increases).

Article 11 – Changes to the Trip by Lamana

11.1 Minor Changes Before Departure: Lamana has the right to make minor changes to the travel arrangements or itinerary *before* the start of the trip. Minor changes are changes that do not materially affect the overall character or purpose of the trip. For example, a minor change might be adjusting the daily schedule, switching the order of activities, changing accommodation to a comparable or higher standard, or a slight change in route due to weather or local conditions. If we make a minor change, we will inform you as soon as reasonably possible. We do not reduce the trip price or offer compensation for minor changes.

11.2 Significant Changes Before Departure: If, for reasons beyond our control, Lamana must make a **major change** to an essential element of the trip prior to departure, we will inform you as soon as possible. A major change could be: a change of destination or a change in

accommodation to a significantly lower category for a substantial part of the trip, a change in the start or end date of the trip, or any change that objectively would be considered important for the traveler. In such cases, Lamana will offer you the following options: (a) accept the change; or (b) terminate the Agreement and receive a full refund of all monies paid for the trip. We may also, if feasible, offer you an alternative trip of equivalent or superior quality. If the alternative trip offered is of lower quality or cost, we will provide an appropriate price reduction or partial refund. We will give you a reasonable deadline to inform us of your choice. If you fail to respond within the deadline, the default assumption is that you have accepted the change. If you choose to cancel due to a major change, you will receive a full refund within 14 days of cancellation, and no cancellation fee is charged (this is a termination *without* your fault). Note that adjustments necessitated by force majeure (see Article 12.2) are handled under that clause rather than here.

11.3 After Departure Adjustments: Occasionally, after the trip has commenced, it might become necessary to alter the planned itinerary or services (for example, an activity is cancelled due to weather or a venue becomes unavailable unexpectedly). In such cases, Lamana or our tour leader will make suitable alternative arrangements at no additional cost to you, if possible. We will strive to maintain the trip experience as much as possible. If a significant portion of the services cannot be provided as agreed, we will do our best to offer alternatives of equal or higher quality. If only lower-quality alternatives are available, you are entitled to an appropriate refund for the difference. If no alternative arrangements can be made or you reject them for valid reasons, we will, if appropriate, provide a price reduction and/or assist in arranging equivalent transport back to the place of departure (for package trips) at no extra cost to you. Additional rights in such scenarios are governed by the EU Package Travel Directive and Dutch civil code – we aim to adhere to those protections.

Article 12 – Cancellation by Lamana (Organizer)

12.1 Cancellation Due to Insufficient Participants: Lamana’s trips require a minimum number of participants to proceed viably. We reserve the right to cancel a trip if the minimum group size is not met. If we must cancel for this reason, we will notify you **no later than 20 days before the start** of a trip lasting 6 days or more. (For completeness: if it were a shorter trip, notification would be at least 7 days before for trips of 2–6 days, or 48 hours before for trips shorter than 2 days, but Lamana’s standard retreats are 7 days.) If we cancel because of low enrolment, you will receive a full refund of all amounts paid for the trip. We will process this refund within 14 days of cancellation. We will also, if possible, try to offer you an alternative departure or trip; you are free to accept that in place of the refund if you prefer, but are not obligated to. You will not be entitled to any additional compensation for a cancellation due to insufficient participants, as long as we have adhered to the notification timeframe.

12.2 Cancellation for Force Majeure: Lamana may cancel the trip prior to departure if we are **prevented from performing the contract due to unavoidable and extraordinary circumstances**. “Unavoidable and extraordinary circumstances” (force majeure) include, for example: natural disasters, epidemics/pandemics, significant safety risks like armed conflict or terrorism at the destination, political instability or any event beyond Lamana’s control that makes it impossible or highly impractical to run the trip as planned. In such cases, we will inform you as soon as possible of the cancellation. If a trip is cancelled under these circumstances, Travelers will receive a full refund of all money paid for the trip (or for the cancelled portion, if the trip is partially cancelled) within 14 days. However, no additional

compensation will be paid, since the cancellation is due to extraordinary circumstances beyond our control. We also are not liable for any incidental expenses you may have incurred in preparation (for example, visas, vaccinations, equipment purchases, or independent flight tickets), as per Article 12.3 below. We strongly recommend obtaining travel insurance that covers trip interruptions or cancellations due to force majeure events.

12.3 Refund and No Further Liability: In the event of Lamana cancelling a trip as per 12.1 or 12.2 above, you will be refunded all payments you made to us for the booking. Refunds will be issued as soon as possible and no later than 14 days after cancellation. This refund will constitute full settlement of any claims you have against Lamana for the cancellation. Specifically, **no additional compensation** is due since the cancellation is either due to insufficient participation (when timely notice is given) or force majeure. Also, Lamana will **not reimburse** costs that were never part of the Lamana package, such as your independently purchased airfare, insurance premiums, visa costs, gear, etc. To reiterate, those external costs are borne by the Traveler (again, travel insurance may cover some of these if the reason for cancellation is insured).

12.4 Cancellation Due to Traveler's Misconduct or Non-compliance: Lamana reserves the right to cancel your trip (or terminate your participation on a trip that has started) **if you fail to adhere to essential terms or predefined participation requirements**. This can include, for example: failing to pay on time (see section 6.5), not meeting the minimum age or required skill level, or providing false, incomplete, or misleading information during booking that is critical (e.g., not disclosing a medical condition or not having required insurance). In such a case, it is considered a cancellation *attributable to the Traveler*. Lamana will cancel the Agreement and **charge the applicable cancellation fees** as per Article 9.2 (as if you cancelled on that date). If the trip has already begun and you are refused further participation due to misconduct or violation of rules (see Article 16 for behaviour standards), that is also treated as a cancellation without refund. Any costs arising from removal or sending a Traveler home for these reasons are at the Traveler's expense.

12.5 STO Garant Protection: In the unlikely event that Lamana must cancel a trip due to Lamana's own financial insolvency or bankruptcy, the **STO Garant** financial protection scheme (see Article 19) will ensure that you are refunded any payments you have made, or if the trip has started, that you are repatriated if necessary. This is an additional layer of security for you and is not a scenario we anticipate, but it's important to know your payments are protected.

Article 13 – Responsibilities of Lamana (Performance of the Trip)

13.1 Proper Execution of the Trip: Lamana, as the Organizer, is responsible for **arranging and fulfilling the travel services** that make up your booked trip, as per the Agreement. We have a duty to perform the trip **in accordance with the reasonable expectations** you may have, based on the information provided about the trip, our published materials, and the destination's circumstances. This means we will use reasonable care in selecting reliable Travel Service Providers (hotels, instructors, transport companies, etc.) and coordinating the services. Lamana is responsible for the acts and omissions of these suppliers in the context of your package trip, *except* as limited by these terms and applicable law (see Article 15 on Liability). If any travel service is not provided as agreed, Lamana will seek to remedy the situation (see sections below on complaints and problem resolution).

13.2 Changes During the Trip: Due to the nature of adventure travel, **itineraries may be subject to adjustments** even after departure. Factors like weather, sea conditions, local events or logistical issues may require changes for the safety and best interest of the group. Lamana (or our tour leader) will communicate any significant schedule or itinerary changes to you as soon as possible. For example, if a hiking route is closed due to weather, a different route of similar quality will be substituted; if an accommodation becomes unavailable, we will arrange an alternative of comparable standard. You will be notified via the contact information you provided (email or on-trip phone number). If you are not reachable (e.g., you deviated from the group or provided no working contact), we will do our best to inform you when and where possible. We appreciate your understanding and flexibility in such situations—these measures are always intended to ensure safety and trip quality.

13.3 Duty to Report Issues (Traveler's Obligation to Complain Promptly): If you perceive that a part of the trip is not being delivered as promised – for example, if there's a problem with your accommodation or an included activity – **you must promptly notify Lamana's representatives or the relevant local provider immediately.** Most issues can be solved on the spot, but we need to know about them. If there is a Lamana guide or tour leader accompanying the group, inform them of the issue so they can assist. If the issue is with a specific service (e.g., your hotel room), report it to the hotel staff *and* inform the Lamana contact (tour leader or emergency contact). You will be provided with an emergency contact number for Lamana that you can call or message (WhatsApp/SMS) during the trip. We request that you use available communication methods that minimize cost (e.g., using Wi-Fi or WhatsApp when possible) to reach us, but in an urgent situation, please call directly. **By promptly reporting a problem, you give us the opportunity to fix it.** Failure to immediately notify us of an issue may affect your rights (see Article 17 on complaints after the trip).

13.4 Solutions and Alternatives: When a shortcoming or problem is reported during the trip, Lamana will address it as soon as possible. We may remedy the situation by fixing the problem or offering a suitable alternative. For instance, if a promised service is not delivered, we'll arrange an equivalent service; if an activity is cancelled due to a provider's fault, we might reschedule it or arrange a different activity. We are not required to provide a remedy if it is impossible or would impose disproportionate costs on us relative to the issue (for example, we cannot control weather cancellations). However, if a significant part of the trip cannot be provided as booked, we will provide appropriate compensation or price reduction, unless the cause is attributable to the Traveler (e.g., you missed a transfer by oversleeping). If you unreasonably refuse an alternative solution that is equivalent or better, you may not be entitled to any further compensation. If the issue is such that it materially affects the trip and cannot be resolved, we will, when applicable, assist in your early return home (as per legal requirements under package travel regulations).

13.5 Third-Party Services and Liability: Many components of Lamana's trips are provided by independent third-party partners (such as lodging operators, transportation companies, local surf schools or instructors, etc.). We **carefully select** these partners for quality and safety. While Lamana oversees the coordination of these services as part of your package, the actual performance is by the third party, which operates under its own terms and conditions. **By booking with Lamana, you also agree to abide by the individual terms, guidelines, and liability waivers of these third-party providers** (for example, a surf school may require you to sign a waiver before a lesson). We will make these third-party terms available to you when possible. **Lamana is not liable for the acts or omissions of third-party providers** where they

are performing their services, except as required by law. This means that any **injury, loss, or damage** that occurs due to the actions of a provider (for instance, negligence by a surf instructor or a hotel's staff) would generally fall under that provider's responsibility and insurance. Of course, Lamana will provide assistance and intervene with the supplier to help resolve issues (see Article 14 – Assistance). But to the maximum extent permitted by law, **you agree that Lamana shall not be held responsible for consequences arising from third-party provider incidents**. Any legal claim for such incidents should be directed to the provider. (Nothing in this clause is intended to limit Lamana's liability for our own negligence or breach in selecting those providers or coordinating services – see Article 15 for overall liability limitations.)

Article 14 – Assistance to Travelers

14.1 Duty to Assist: If you find yourself in difficulty during the trip, for reasons such as illness, injury, or other misfortunes (e.g., you lose your passport, or you're impacted by a local emergency), Lamana will provide appropriate **help and assistance**. This assistance includes: providing information on local medical services or authorities, helping you make phone calls or communications (e.g., to your family or embassy) and assisting in making alternative travel arrangements (like helping arrange a flight home in case of emergency). You can reach out to our local guide or emergency contact for such help. We will be available with advice and practical support as far as possible.

14.2 Costs for Assistance: Lamana will not charge for assistance if the difficulty you are in is due to **failures in our arrangements or force majeure** affecting the whole group. However, if the situation is primarily caused by your own negligence or actions (for example, you wander off and incur search-and-rescue costs, or you lose your own travel documents), Lamana **reserves the right to charge you for the actual costs** of providing help, as long as those costs are reasonable. For instance, if we have to arrange special transport for you or pay a translator to assist you, we may ask you to reimburse those expenses later. These charges will never be more than the actual costs we incur. In practice, you should also consult your travel insurance, as many policies cover emergency assistance, and our role will often be to facilitate your use of that insurance (e.g., contacting the insurer's emergency line).

14.3 Repatriation in Emergencies: In the rare event that you need to cut the trip short due to a serious issue (medical emergency, family emergency at home, etc.), we will help coordinate your return travel or continued medical care. Any direct costs (transport tickets change fees, hospital costs, etc.) remain your responsibility, but we will do our best to ensure you receive necessary documentation to file insurance claims. If the entire trip group must be evacuated or repatriated due to a crisis, Lamana will coordinate that as needed.

Article 15 – Liability of Lamana (Limitations & Exclusions)

Lamana's liability to you is limited in accordance with international conventions and Dutch law. By agreeing to these terms, you acknowledge the following limitations:

15.1 No Liability for Certain Damages: You are not entitled to compensation from Lamana for losses if the cause of the damage or loss falls into one of these categories:

a. **Traveler's Fault:** The damage results from an act, omission or fault on your part. (For example, if you ignore safety instructions and get injured, or if you lose personal belongings due to your own negligence, that is not on Lamana.)

b. **Unrelated Third Party:** The damage is caused by someone who is *not* involved in the trip arrangements and the event could not have been foreseen or prevented by Lamana or our suppliers. (For instance, if during free time you visit a place not on the itinerary and something happens, or a random person causes you harm, Lamana isn't responsible.)

c. **Unavoidable and Extraordinary Circumstances:** The damage or failure in performance is due to force majeure – events beyond Lamana's or our supplier's control (natural disasters, epidemics, government actions, etc. – see Article 12.2) that could not have been avoided even with all due care. Under such circumstances, we do not owe compensation, as those risks are understood to be outside our responsibility.

15.2 Liability Cap (Maximum Compensation): Should Lamana be found liable for damages (for example, for a service not provided or provided improperly), that liability is **limited to at most three times the trip price** per Traveler. This limitation applies to damages **other than** those resulting from death or bodily injury. In cases of death or personal injury, or if Lamana engaged in intentional misconduct or gross negligence, this financial limitation may not apply. But for claims related to, say, lost vacation time or disappointment, the cap remains three times the travel sum. This cap is the maximum total damages Lamana would pay per Traveler for all events on a trip combined, unless a lower limitation specified by international conventions applies (see below).

15.3 Statutory and Treaty Limitations: If any of the services forming part of your trip are provided under international transport conventions (such as the Montreal Convention for air travel, Athens Convention for sea travel, COTIF for rail, etc.) or under EU regulations that limit liability of the service provider, then **Lamana's liability is likewise limited or excluded** in accordance with those applicable laws. For example, if an airline is liable to you under EU261 for a flight delay, the compensation you can receive is subject to the limits of that regulation, and you cannot claim more from Lamana than you could from the airline in such cases. Similarly, any liability of Lamana for baggage loss, personal injury, etc., that falls under a transportation provider's regime will not exceed those limits.

15.4 No Liability for Insured Losses: Lamana is **not liable for losses that are covered by your own insurance**. This means, for instance, if your luggage is lost and you have baggage insurance that covers it, you should claim through your insurance – Lamana will not duplicate that compensation. Likewise, if you suffer a minor injury and have medical coverage, we expect you to utilize that. We of course will assist in providing any documentation needed for your claims (see Article 14), but we won't compensate for things that your insurance would pay for. (This clause does not reduce any liability we have for things not insurable or in cases of our negligence; it's mainly to prevent double recovery.)

15.5 Limitation Period for Claims: Any legal claim or action you have against Lamana for compensation must be brought within a **two-year period**. Specifically, any claim for damages or a price reduction will lapse 2 years after the end date of the trip. If the trip did not take place, the period runs 2 years after the original scheduled departure date. Claims submitted after this period will not be considered.

15.6 Lapse of Rights: Without prejudice to the above two-year limitation, your rights to claim may lapse even earlier if you do not adhere to the complaint deadlines (Article 17) or other conditions. In any event, no claim can be made later than **3 years** after the trip's end or scheduled end. (The difference between 2 and 3 years here is technical, but effectively 2 years

is the standard unless a court were to allow 3 due to certain tolling events. We advise treating 2 years as the cutoff for all intents and purposes.)

15.7 No Double Recovery: You cannot recover compensation twice for the same loss. If you receive compensation from another source or under a different law (for example, an airline compensates you for a flight cancellation according to EU law, or you receive an insurance payout), that amount may be deducted from any compensation due by Lamana, to avoid “double dipping”. Similarly, if Lamana has paid you compensation, and later a third party (like a carrier or insurer) also offers compensation for the same event, you should either refuse the double payment or expect to reimburse Lamana as appropriate. Our liability to pay will be reduced by any compensation you are entitled to from suppliers or under international conventions.

15.8 Indirect & Consequential Damages: Lamana is not liable for purely indirect losses such as loss of enjoyment or expectation, except as covered by applicable package travel rights. We will not be liable for business losses, as our trips are sold for private leisure purposes.

15.9 Personal Injury and Illness: If you suffer illness, injury, or death during the trip as a result of an activity that is part of the Lamana package, we will not exclude our liability if it is due to negligence of our staff or suppliers. However, if it’s due to your own actions or an unforeseeable third-party event (see 15.1), we will not be liable or our liability will be mitigated. In all cases, any compensation for personal injury will be in line with the limitations of law and conventions (see 15.3).

Article 16 – Obligations of the Traveler

16.1 General Conduct: Travelers are expected to behave in a courteous and considerate manner, and to **follow all reasonable instructions** given by Lamana staff or our partners (such as guides, instructors, drivers) during the trip. This includes adhering to schedules (meeting times for transfers or activities), respecting safety rules, and not engaging in illegal or grossly inappropriate activities. You should also heed any warnings or advisories given by Lamana or local authorities concerning health, safety, or cultural norms.

16.2 Disruptive Behaviour: If a Traveler’s behaviour is causing danger, distress, or significant annoyance to others (whether to other trip participants, our staff, or third parties) or serious damage to property, Lamana and its representatives **reserve the right to remove or exclude that Traveler from the trip**. In such circumstances, Lamana’s tour leader or local guide may issue a warning to the Traveler. If the behaviour continues or if it is severe (e.g., violence, abuse, breaking local laws), no warning may be necessary before action is taken. **Exclusion from the trip** means the Traveler may be denied participation in certain activities or expelled from the trip altogether. For instance, a traveler causing continual disruption may be asked to leave the group at the next safe opportunity. In these cases, the Traveler is **not entitled to any refund** for unused services. All costs resulting from the exclusion (such as travel costs to return home, any damages, or fines) will be at the expelled Traveler’s expense. Lamana will have no further responsibility for the person once excluded, beyond arranging transport to the nearest town or airport if appropriate. We ask everyone to remember that cooperative group dynamics and respect are key to an enjoyable retreat for all.

16.3 Liability for Damage: Travelers must treat the property of others (including hotels, vehicles, equipment, and fellow travelers’ belongings) with care. You are **financially liable for**

any damage you deliberately or negligently cause during the trip, whether to Lamana's property, the property of suppliers, or other travelers' belongings. For example, if you break a surfboard provided by a surf school due to misuse, or you cause damage to a hotel room, you will need to cover the cost of repair or replacement. Before using any equipment provided (such as rental gear, sports equipment, etc.), you should inspect it and report any pre-existing issues immediately. If you notice something is not working properly or is damaged upon receipt, let the provider or our guide know so you aren't held responsible for it. **Indemnification:** You agree to indemnify and hold Lamana harmless from any third-party claims (including our suppliers or other travelers) for damage or injury **caused by your actions**. This means if another party (e.g., a hotel or another traveler) demands compensation from Lamana for something you did, you will reimburse Lamana for any payouts and costs, as far as you are at fault.

16.4 Travel Preparations: You are responsible for meeting any **pre-trip requirements** that we inform you of. This includes obtaining proper travel documents (see 4.1), vaccinations or medical precautions (4.2), and travel insurance (4.4). You should also ensure you are physically prepared for the activities of the trip; if in doubt, do some training or consult a doctor in advance. We may provide a packing list or preparation guide – it is your responsibility to come appropriately equipped. If you show up without essential gear or preparation against our advice (for instance, no proper hiking shoes for a trek), we may not allow participation in that activity for safety reasons, and no refund will be due for the missed portion.

16.5 Checking Schedules: If your trip involves any independent travel segments (for example, if you are responsible for catching a certain flight or train to join or depart the group), you must **verify the schedule** of those segments. For instance, reconfirm your return flight times at least 24 hours before departure (especially in regions where schedules often change). Lamana is not liable if you miss your return transport due to not checking the updated times. We will, however, provide any necessary info for group departure times, etc., during the trip. If there is any doubt about timing or meeting points, ask your Lamana guide.

16.6 Local Laws and Etiquette: Travelers must observe the laws, regulations, and customs of the countries visited. This includes restrictions on drugs, alcohol, photography, dress codes (where applicable, e.g., religious sites), and so on. If a Traveler does something that results in legal troubles (e.g., getting arrested), Lamana is not obligated to bail them out or intervene, though we will try to assist under Article 14 (at the Traveler's cost). Always travel with respect for local culture and fellow travelers.

16.7 Compliance with Providers' Terms: As noted in 13.5, many activities are run by third-party specialists. You are required to sign and comply with any participation agreements or waivers from those providers. For example, before a surf lesson you might need to sign a liability waiver with the surf school – refusal to sign could mean you cannot participate in that activity and Lamana will not be liable for refunding it in that case. Similarly, if a provider has safety rules (like wearing a helmet or not being intoxicated during an activity), you must follow them. If you fail to meet a provider's conditions and are denied service as a result, you will not be entitled to a refund for that portion of the trip, and it will be treated as a no-show on your part.

16.8 Use of Equipment and Materials: Any equipment provided to you as part of the trip (e.g., tents, sports gear, rental wetsuits, etc.) should be used properly and returned in good condition. You should not intentionally or carelessly misuse items. Upon receiving any such items, check their condition and notify the guide or provider immediately if something is broken

or missing. You may be required to provide a damage deposit for certain equipment (which will be refunded after return in good order). If equipment entrusted to you is lost, stolen (due to your negligence), or damaged while under your responsibility, you will have to bear the cost of repair or replacement. Normal wear and tear is acceptable, but significant damage (beyond reasonable use) is not. Treat all materials with respect so that others can enjoy them after you.

16.9 Travel Etiquette in Group Settings: Part of a successful group trip is communication. We encourage you to inform the guide if you plan any personal excursions or will be away from the group during free time, so we know you're safe and returning. Always let someone know if you decide to separate from the group for any reason. Exchange local contact info if needed. Meet at appointed times so the whole group isn't kept waiting. Our guides will give instructions on what to do if you get lost or separated – follow those guidelines. Remember that flexibility and a positive attitude help the whole group have a great time!

Article 17 – Complaints and Problem Resolution

17.1 Information & Support: Prior to your trip, Lamana will provide you with contact information for any on-site tour leader/guide and a 24/7 emergency contact number for our team. Keep these contacts handy (perhaps save them in your phone). This will allow you to reach out quickly if any issue arises. We aim to proactively avoid problems by thorough planning and communication.

17.2 Reporting Issues During the Trip: If you have a complaint or notice a deficiency **during** the trip, you must report it immediately, as mentioned in 13.3. Specifically, notify the relevant local **Travel Service Provider** (e.g., hotel reception for a room issue, activity instructor for an activity issue) and also inform Lamana's representative (tour leader or emergency line) without delay. Prompt reporting is crucial – it gives us a chance to fix the problem on the spot. Many issues can be resolved quickly (for example, getting a new room, or clarifying a misunderstanding). Use the provided communication channels (phone, WhatsApp, SMS) to contact us. We will work to address the complaint as soon as possible. **Important:** If you fail to report the problem when it occurs and give Lamana a chance to remedy it, it may affect your right to compensation later. For instance, you cannot claim compensation for a hotel issue after returning home if you never informed anyone during the stay that there was a problem – we must be given the opportunity to make it right.

17.3 During-Trip Resolution: Lamana and our partners will make all reasonable efforts to resolve a complaint or issue immediately after it is raised. You are expected to cooperate in good faith with any solution offered. If a solution requires your reasonable cooperation (e.g., moving to a different hotel or accepting a service recovery gesture), you should not unreasonably refuse it. Our goal is your satisfaction, but we need your cooperation to achieve it.

17.4 Complaints After the Trip: If you believe a complaint was not fully resolved to your satisfaction during the trip, you must submit a formal complaint to Lamana **in writing within 2 months** after the trip's end date. In your post-trip complaint, provide all relevant details, such as your booking information, dates, nature of the issue, who you reported it to on-site and why you feel it wasn't adequately addressed. This written complaint should be emailed or mailed to our customer service/contact address. We will acknowledge receipt of your complaint and investigate the matter thoroughly. Within a reasonable time, we will respond with a substantive answer or resolution proposal.

17.5 Consequences of Late Complaints: If you do not submit your complaint within the two-month window, it does not automatically invalidate your claim, but it *may* complicate our ability to investigate and resolve it. We urge you to adhere to the timeline. Complaints made well after the trip (beyond 2 months) may be rejected unless you can demonstrate that exceptional circumstances prevented you from reporting sooner. Also, as mentioned, failure to voice the issue during the trip could reduce or nullify any compensation, since we were deprived of the chance to correct it. Under EU directive principles, travelers are expected to communicate problems promptly. We will consider any late complaint on a case-by-case basis, but reserve the right to refuse consideration of complaints brought outside the specified timeframe if it's not reasonable to investigate them after so long.

17.6 Dispute Resolution: Lamana prefers to resolve any issues amicably with you. If we cannot reach a mutually agreeable solution to your post-trip complaint, and you wish to pursue the matter further, see Article 18.4 regarding legal jurisdiction. We may also suggest mediation or an impartial travel disputes committee if available, to avoid litigation, but such steps are voluntary.

Article 18 – Other Provisions

18.1 Third-Party Rights: These Terms & Conditions also benefit and can be invoked by any third parties that Lamana engages to help perform the Agreement. This means our employees, agents, and suppliers can also rely on the liability exclusions and other defences contained in these Terms (as if they were a party to the Agreement). For example, if a supplier or guide is performing their duties and a claim is brought against them, they can point to these Terms (like the liability limitations in Article 15 or your obligations in Article 16) in their defence. This clause is intended to extend protections to those aiding in the trip's delivery.

18.2 Severability: If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall not be affected and will remain in full force. An invalid provision will be deemed superseded by a valid provision that comes closest to the original intent and economic effect of the invalid clause. In other words, we replace it with something lawful that reflects the purpose of the original. The overall validity of the Agreement is not impaired by any unenforceable clause.

18.3 Governing Law: This travel Agreement and any disputes arising from it or from these Terms are governed exclusively by the laws of **the Netherlands**. However, if you are a consumer (not booking as a business) and you reside in a different country at the time of booking, you may benefit from any **mandatory consumer protection laws** of your country of residence in addition to the protections under Dutch law. Nothing in this clause reduces your rights under those mandatory laws; it mainly specifies that, in other respects, Dutch law applies. The intention is that these Terms comply with the EU Package Travel Directive as implemented in Dutch law, thus providing a high level of consumer protection.

18.4 Jurisdiction (Forum Selection): Any dispute, claim, or controversy arising out of or relating to this Agreement or trip shall be submitted to the exclusive jurisdiction of the competent court in the Netherlands where Lamana is established. (Currently, Lamana is based in the Netherlands, and we will specify the exact court jurisdiction based on our registered office – e.g., the District Court of Zwolle, Netherlands.) This means legal proceedings must be initiated in that court district, under Dutch procedural law. **Exception:** If mandatory law dictates a different venue (for example, certain EU consumer provisions might allow you to sue

in your home country), then that mandatory rule prevails. Additionally, Lamana reserves the right to initiate legal proceedings against a Traveler in the Traveler's country of domicile if the issue warrants it (for instance, to recover unpaid amounts). But for claims you bring against Lamana, the Netherlands courts will generally have exclusive competence.

18.5 Entire Agreement: These Terms & Conditions, along with the trip-specific details in your booking confirmation and any written amendments agreed, constitute the entire agreement between you and Lamana. They supersede any prior understandings or representations (either written or oral) that are not included in the Agreement.

18.6 Changes to Terms: These Terms & Conditions may be updated by Lamana from time to time for future bookings. However, the version in effect at the time of your booking will govern your trip. We will not unilaterally make changes to terms for an already-confirmed booking except with your consent or if required by law.

18.7 Privacy: Lamana will process personal data of Travelers in accordance with our Privacy Policy and applicable data protection laws. We collect only necessary data for organizing the trip and will share it with partners strictly as needed (e.g., providing your name to a hotel for booking). By booking, you consent to this use of your data. Please review our Privacy Policy for details on data handling.

18.8 STO Garant – Financial Security: Lamana is a participant of the STO Garant guarantee scheme. In order to meet its statutory obligation to protect Travelers' payments, Lamana utilizes STO Garant, which is a **travel guarantee fund recognized by the Dutch Authority for Consumers & Markets (ACM)**. This means your trip payments are safeguarded through an escrow arrangement. **How it works:** When you book a trip with Lamana, you will not pay us directly. Instead, you will receive a payment link to pay **Stichting Derdengelden Certo Escrow**, the third-party escrow foundation associated with STO Garant. Your payment is held securely in a blocked escrow account until after your trip is completed. Only after the trip will the funds be released to Lamana. If Lamana were to become financially insolvent before or during your trip, **STO Garant will implement their guarantee** to ensure you are either refunded or (if applicable) repatriated back home. This arrangement protects you from losing money paid in advance. You can verify our participation on the STO Garant website.

By booking a trip with Lamana, you indicate that you have read and agree to the above Terms & Conditions. These conditions aim to ensure transparency and fairness for both parties, allowing you to enjoy your retreat with confidence and clarity.