Terms and conditions

Defenitions:

Hamilcar : travel orgenizer

**Withdrawal of offer**
The offer of Hamilcar is made without obligation and can be withdrawn by the Hamilcar if necessary. Withdrawal in order to correct errors in the calculation of the travel sum, or other errors, is permitted. This must take place as soon as possible, stating reasons, and no later than 8 office hours after acceptance. In this case, the traveller has a right to prompt reimbursement of any moneys paid.
**Evident errors**
Evident errors and evident mistakes are not binding upon the travel organiser. Such errors and mistakes are errors and mistakes which – from the perspective of the average traveller – were or should have been instantly recognised as such.
**Cancellation by Hamilcar due to lack of interest**
Hamilcar has the right to terminate the contract with immediate effect if the number of bookings is smaller than 6 two months before the planned departure of the trip. travellers will be notified immediately by email.

**Traveller's duty of disclosure**
The traveller will provide Hamilcar all details about him/herself and the travellers for whom he/she has made bookings that may be relevant to the conclusion or fulfilment of the contract. Details include all the questions asked by Hamilcar.
Furthermore, he/she will mention any details regarding the nature or composition of the group of travellers whom he/she has booked that may be relevant to the proper fulfilment of the agreed travel package by Hamilcar. If he/she fails to meet this information requirement and Hamilcar is consequently compelled to exclude said traveller(s) from (further) participation in the travel package, the costs will be charged to him/her.

**Published details and restrictions**
The details concerning the itinerary published in the website www.the-romans.eu form part of the contract.

**Health**
The travelers' health at the start of the journey has to be good enough to make the whole tour. Alternatives or additions to the travel package offered by Hamilcar may be requested on medical grounds (essential medical needs). Hamilcar will make a genuine effort to meet these requests unless it cannot in all reasonableness be expected to do so.
Essential medical needs are subject to the express written approval of the Hamilcar. The costs for these extra services can be charged to the traveler.

If the traveller is unable to take part in the (entire) trip because of the absence of any (valid) document, this and all resulting consequences will be for his account.

**Substitution**
The traveller may allow him/herself to be substituted by another person, provided this takes place in good time before departure. Substitution is subject to the following conditions:
1. – the other person meets all conditions governing the contract; and
2. – the request is submitted no less than 7 days before departure or in sufficient time to permit completion of the necessary actions and formalities.

2. The applicant, the traveller and the substitute are severally liable vis-à-vis the travel organiser for the payment of the outstanding part of the travel sum, the costs of the change

and communication mentioned in article 7, paragraph 1 and any extra costs resulting from the substitution.

**Cancellation by the traveller**
If a contract is cancelled, the traveller is liable to pay cancellation charges in addition to any booking charges.
The cancellation charges are as follows: –
cancellation up to the day of departure: the deposit.
cancellation on the day of departure or later: the full travel sum.

**Changes instigated by the travel organiser**
The Hamilcar has the right to cancel the contract on account of weighty circumstances. Weighty circumstances are circumstances that are of such a nature that the travel organiser can no longer be reasonably required to fulfil the contract.
**Aid and assistance**
Hamilcar is obliged, depending on the circumstances, to afford the traveller aid and assistance if the trip does not live up to the expectations that the latter could reasonably have on the grounds of the contract. The ensuing costs are borne by Hamilcar, if the failure to fulfil the contract can be attributed to Hamilcar
If the cause is attributable to the traveller, Hamilcar is only obliged to afford aid and assistance insofar as this can be reasonably required. In this case, the costs are borne by the traveller.

**Exclusion and limitation of travel organiser's liability**

Hamilcar is not liable if and insofar as the traveller has been able to claim his/her loss under an insurance policy, such as a travel and/or holiday cancellation insurance policy. If Hamilcar is liable vis-à-vis the traveller for loss of enjoyment, the compensation will not exceed the travel sum. Without prejudice to the preceding provisions of this article, Hamilcar's liability for loss resulting from causes other than the death or injury of the traveller is limited to at most three times the travel sum.

**Complaints**
An identified shortcoming in the fulfilment of the contract must be reported in situ as soon as possible, to enable an effort to be made to resolve the problem. To this end, the traveller should report Hamilcar. If the shortcoming is not resolved within a reasonable term and the quality of the trip suffers as a consequence, this must in any event be reported without delay at the complaints form that will be provided by Hamilcar.
If the traveller failed to meet the reporting obligation and to produce a complaints report and Hamilcar was, as a result, not given an opportunity to rectify the shortcoming, his/her right to compensation may be excluded or limited.
If a complaint is not satisfactorily resolved, it must be submitted in writing with reasons to Hamilcar within one month after the termination of the travel package. The traveller should append a copy of the complaints report to this written complaint.
If the traveller fails to submit the complaint in time, Hamilcar will not take it into consideration unless the late submission cannot be reasonably attributed to negligence on the part of the traveller. The travel organiser will inform the traveller of this in writing or electronically. Within one month of receiving the complaint, If a complaint is not resolved in a timely and satisfactory manner or if no satisfaction has been given in this respect, the traveller has the option, up to a maximum of three months after the termination of the trip will produce a written response to the content of the complaint.
These disputes are exclusively subject to the competence of a Dutch court, unless imperative rules dictate that a different court has the authority to deal with them. All right of action lapses one year after the termination of the trip (or, if the trip did not take place, one year after the original date of departure).