

## **MINGBAI**

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## **MINGBAI GENERAL TERMS AND CONDITIONS**

### **Article 1 Applicability**

These general terms and conditions are applicable to the relations between Mingbai and the participants of an excursion with Mingbai. By making a booking, you acknowledge and accept these terms and conditions in their entirety. You are therefore advised to read the general terms and conditions below before making a booking. The head booker of an excursion as contracting party of Mingbai must also inform his/her travelling companions of these terms and conditions.

### **Article 2 Booking and Payment**

**2.1** The booking of an excursion is made by writing an e-mail to Mingbai. Places are allocated in order of receipt of bookings.

**2.2** By making a booking the participant commits himself to pay Mingbai the agreed sum. This payment should be made 21 days before the excursion date at the latest. The amount due for bookings that take place after the term of 21 days has to be fulfilled within 2 days after making the booking and before the start of the excursion at the latest.

**2.3** Payment is to take place by bank transfer to the ABN AMRO Bank, IBAN: NL37ABNA0561341028, BIC-code (SWIFT): ABNANL2A, in the name of Mingbai.

**2.4** If the amount due has not been paid in time, Mingbai reserves the right to exclude the participant from the excursion.

### **Article 3 Price Increases**

If costs of transportation, entrance tickets, taxes, levies or exchange rate rise, Mingbai reserves the right to raise the price of the excursion. The participants will be informed of this 20 days before the start of the excursion at the latest. After a price increase the participant has the right to cancel the excursion without any cancellation charge within 3 working days.

### **Article 4 Cancellation by the participant**

Cancellation of an excursion must be made by writing an email to Mingbai. Mingbai can only accept the cancellation if it is made by the head booker. Cancellation fees depend on the time the excursion is cancelled.

The cancellation fees for the excursions are as follows:

- a. Cancellation received more than 21 days prior to the scheduled excursion date: no cancellation fees.
- b. Cancellation received from 21 to 7 days prior to the scheduled excursion date: 25% of the price.
- c. Cancellation received from 6 to 3 days prior to the scheduled excursion date: 50% of the price.
- d. Cancellation received from 2 till 0 days prior to the scheduled excursion date: 100% of the price.

#### **Article 5 Cancellation by Mingbai**

Mingbai has the right to cancel an excursion when there are proper grounds for this. Proper grounds include but are not limited to: insufficient enrollment for the excursion and all circumstances beyond our control, for example illness or bad weather. In case of cancellation the participant is entitled to reimbursement of the costs of the excursion.

#### **Article 6 Participant responsibilities and liability of Mingbai**

**6.1** By making a booking the participant declares to be in a good physical condition to participate safely in the excursion. Mingbai does not accept any liability whatsoever concerning the participants' state of health.

**6.2** By making a booking the participant declares to have taken out a comprehensive travel insurance policy. Mingbai does not accept any liability for costs that could occur if a participant does not have a travel insurance with adequate coverage.

**6.3** Participation in an excursion of Mingbai is at one's own risk.

**6.4** Participants who do not follow the instructions of the guide, who violate rules, who endanger themselves or others or who misbehave, may [immediately] be excluded from further participation in the excursion. Mingbai is not responsible for erroneous actions or disadvantageous events (accidents, theft) that occur after the excursion guide has fulfilled his/her duties and provided the necessary care.

**6.5** Mingbai expressly excludes liability for any damage or loss, direct or indirect, in whatever form or kind, arising from or related to participation in one of the excursions of Mingbai, unless the damage has been caused by gross negligence of Mingbai. Mingbai does not accept any liability for cancellations due to circumstances beyond its control, for delays, interruptions and any other form of damage resulting from circumstances on which Mingbai has no influence.

## **Article 7      Complaints**

Any complaints related to the excursions should be expressed on the spot, in order to give Mingbai the chance to solve the problem. Due to the nature of the services provided by Mingbai it is futile to file complaints after the excursion.

## **Article 8      Miscellaneous**

**8.1** Mingbai reserves the right to change the general terms and conditions, wholly or in part, at any time, with prior notice

**8.2** Only Dutch law applies to the agreements between Mingbai and the excursion participants. Disputes resulting from agreements between the two parties will only be submitted to the competent court in Mingbai's place of business.