



# Terms & Conditions

## Travelers

### 1. Definitions

In these booking terms the following terms will have the following meanings:

- 1.1 "Experience": offering of Hosts on the Kryoyo.com comprising of a local and authentic experience of and on the island where they reside
- 1.2 "Booking": the contract between you and the Host comprising a confirmation invoice and these Booking terms and conditions;
- 1.3 "Host": any individual or company that lists an Experience on Kryoyo.com;
- 1.2 "We/Us": Kryoyo Experiences B.V. with registered number 148198 and having its registered office at Johan van Walbeekplein 18;
- 1.3 "You" any individual or legal entity who makes a Booking an Experience on Kryoyo.com.

### 2. Booking and payments

2.1 Once You have chosen the Experience(s) You would like to participate in and Book the Experience(s), the Host must confirm Your participation and a confirmation e-mail will be issued to You. It is Your responsibility to check this carefully and highlight any incorrect or incomplete information to Us as soon as possible. All names must be as stated in the relevant passports. We have no responsibility for any errors except for those made by Us.

2.2 Upon confirmation of the Host, the amount due will be debited from Your account, based on the payment method You provided to Us. With the confirmation e-mail and payment, the Booking is complete.

2.3 If You have any special needs (e.g. a disability) or any special requests (e.g. particular dietary requirements) these should be made known to the host before Your Booking is complete. The Host will endeavor to arrange for such special needs and requests to be met but cannot guarantee that they will be. We do not accept Bookings that are conditional upon any special needs or request being met.

2.4 Additional arrangements can be requested after a Booking is made. If these additional arrangements can be agreed, an additional confirmation invoice will be issued and an additional payment will be required to be paid on the same terms and in the same manner as the original payment. If not possible, a bank transfer will be requested.



2.5 All prices in the confirmation invoice will be based on costs and exchange rates as of the date of the confirmation invoice. All communication and payments must be through kryoyo.com. Gratuities are encouraged and can be given upon completion of an Experience and when satisfied with the quality of the Experience and host.

2.6 When Booking, the total amount payable for Experience(s) Booked will be increased by 12.5% for taxes and fees. This is necessary to cover various taxes due and fees to keep Us financially stable. Further to the 'Taxes and fees', a flat fee of USD 4.50 is charged to cover transaction costs.

### **3. Cancellation by You**

If You wish to cancel Your Booking you must notify Us in writing. In all circumstances where You cancel the 'Taxes and fees' and 'Transaction costs' will be forfeited. If You cancel more than 7 days before the date of Your Experience(s) Booked, then Your payment made will be reimbursed in full (except for the 'Taxes and fees' and 'Transaction cost'). If You cancel within 7 days of the date of Your Experience(s), You will not be reimbursed. If the full cost of Your Experience has not been paid when You cancel, any balance due will require to be paid in the agreed currency by way of bank transfer to the bank account number provided by Us to You, within 2 working days of Your cancellation notice.

If You have to cancel or are prevented from travelling, You may request Us to transfer Your place to someone else introduced by You provided;

Where a transfer of person can be made any additional costs and charges incurred by Us or imposed by any of our suppliers will be charged to You together with the Taxes and fees of 12.5% on the additional amount and an additional Transaction cost of USD 4.50. This must be paid as soon as possible but within 3 working days that You receive an invoice for the additional charges.

### **4. Changes and cancellations by Us**

Occasionally We may have to make changes due to factors out of our control. If changes are minor, You will not be entitled to a refund or to change Your Booking or to a compensation. A significant change is a change made before Your Experience(s) commence, which, taking into account the information You gave Us at the time You made Your Booking and which We could reasonably be expected to have known, will have a major effect on Your Experience(s).



If We have to make a significant change, We will inform You as soon as reasonably possible. We will offer You the choice of one of the following options,

4.1 accepting the change or

4.2 accepting arrangements with Us of a similar standard to that of Your original Booking if substitutes are available or

4.3 accepting substitute arrangements of a lower standard to that of Your original Booking if substitutes are available or

4.3 cancelling and receiving a full refund of all payments by You, excluding the Taxes and fees and Transaction costs.

If the alternative arrangements are cheaper than Your original Booking, We will refund the price difference and if it is more expensive You will be charged for the difference, upon acceptance by You.

Subject to the following exceptions, if We have to make a significant change or cancel We will, where compensation is appropriate, pay You reasonable compensation depending on the circumstances and the time that a significant change or cancellation is notified to You. Compensation will not be payable and no liability beyond offering the alternatives set out above will be accepted where:

(a) We, our hosts or one of our suppliers are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which We could not have avoided even with all due care or

(b) We have to cancel because the size of Your party has been reduced by ou to an unviable number or

(c) where a significant change is made (which You accept) prior to or at the time of issuing Your confirmation invoice.

No compensation will be payable and the alternatives set out above will not be available if We cancel as a result of:

(a) any requirement of these Booking terms and conditions entitling Us to cancel (such as You failing to pay on time) or

(b) any failure attributable to a third party unconnected with the performance of Your Experience which is unforeseeable or unavoidable.



## **5. Force Majeure**

Except where otherwise expressly stated in these Booking terms and conditions We will not be liable to or pay You compensation if our contractual obligations to You are affected by any event which We or any supplier(s) of any service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or any supplier's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **6. Brochure Accuracy**

All efforts are taken to ensure that the details set out in any printed or online brochures and literature are correct at the time of going to press or publishing. However, changes and errors can occur and We reserve the right to make changes. If changes are made We will notify You before any Booking is made. We reserve the right to amend any advertised prices before any Booking is made.

## **7. Passports, visas, health and insurance**

7.1 We will make every effort to inform You of any visa requirements but such requirements may change and You should check current requirements with Us before departure. It is Your responsibility to ensure that You comply with all relevant requirements and take with you all documents likely to be required during Your Experience. We will not be liable to You if You fail to have the correct documentation.

7.2 Due to the special nature of and risks attached to some of the activities that You might undertake during Your Experience You confirm that You have voluntarily chosen to make a Booking and proceed with it notwithstanding any hazards and dangers.

7.3 Due to the special nature of some of the arrangements We make, We reserve the right, in our sole and absolute discretion, to require You at Your own expense to provide Us with a medical certificate or other documentation obtained from a medical practitioner confirming that, in the medical practitioner's belief, You and all other members of Your party are sufficiently fit and healthy to undertake the Experience. It is Your responsibility to take all appropriate medical advice prior to the commencement of Your Experience as to whether or not You are fit enough to undertake your Experience.



## **8. Insurance**

Due to the special nature of some of the Experience(s), We make it an essential requirement of Your Booking that You have travel insurance in place. As a minimum, Your insurance should include cover for cancellation by You and Us, assistance in the event of accident or illness (including helicopter rescue and repatriation) and, if relevant, the sporting use of firearms and other weaponry or other equipment involved in the given activity. Full disclosure of all activities to be undertaken as part of Your Booking must be made to the insurer. You will be deemed to have taken out adequate insurance upon payment of Your experience(s). We reserve the right to require evidence of Your travel insurance prior to the start of Your Experience and if Your insurance cover does not meet the minimum requirements specified in these Booking terms and conditions, We reserve the right to require You to take out additional cover, failing which Your Experience will be cancelled. If Your Booking requires to be cancelled due to inadequate travel insurance after Your deposit or balance of payment has been received, We have no obligation to refund any payment or pay compensation to You. The responsibility to have adequate travel insurance will remain with You at all times regardless of whether We have checked Your policy or not. If You choose to travel without adequate insurance cover, We will not be liable for any losses whatsoever arising, in respect of which insurance cover would otherwise have been available.

## **9. Our liabilities to You**

The level of any compensation will be calculated taking into consideration all relevant factors such as, but not limited to, the extent to which our employees' or suppliers' negligence affected the overall enjoyment of Your Experience. Please note that it is Your responsibility to demonstrate that We or our supplier(s) have been negligent if You wish to make a claim against Us.

We will not be responsible or pay You compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from or relates to:-

9.1 the act(s) and/or omission(s) of the person(s) affected;

9.2 the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;

9.3 unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised;

9.4 an event which either ourselves or our suppliers could not, even with all due care, have foreseen or forestalled



9.5 for any services or facilities which do not form part of Your Experience;

9.6 which on the basis of the information given to Us by You concerning Your Experience(s), We could not have foreseen You would suffer or incur if We breached our contract with You on the basis of the information given to Us by You at the time You made your Booking;

9.7 any business activity .

9.8 force majeure as described in clause 5 of these Booking terms and conditions.

## **10. Your responsibilities to Us**

10.1 You must at all times avoid causing damage, distress, danger or annoyance to third parties and You must comply at all times with any reasonable instructions of any of our representatives, agents or suppliers.

10.2 You will be responsible for the cost of repairing or replacing any damage to property caused by You.

10.3 You must comply with all of Your other obligations under these Booking terms and conditions.

## **11. Complaints**

We will make every effort to ensure that Your Experience run smoothly but if You do have a problem during Your Experience please inform Us immediately on either the number detailed in Your Booking confirmation or, if calling during working hours, on +5999 8432025 extension 200 and We will endeavor to put things right. If the problem cannot be resolved and You wish to complain further, You must send formal written notice of Your complaint to Us within 28 days of the end of Your Booking.

## **12. Data protection and privacy**

We will ensure that appropriate measures are in place to protect Your personal data as defined in the our Data Protection Act. When You make a Booking You consent to Your information being passed on to our suppliers, agents, sub-contractors and employees. You also consent to photographs and/or video footage being taken over the duration of Your Experience and, subject to Your written agreement, being used for publicity and promotional purposes.



### **13. Law and jurisdiction**

The Booking and any matters arising from it will be governed by and construed in accordance with laws of Curacao and We and You prorogate the jurisdiction of the courts on Curacao.