

Definitions

Organizer (iDrive 4x4): The trader who compiles and offers the Trip - whether or not through an Agent. Likewise, as an Organizer, the trader offering the Trip if it consists of only one Travel Service and the Conditions have been declared applicable thereto.

Agent: Reseller of iDrive Travel 4x4

Traveller: any person who concludes or wishes to conclude an agreement with the Organizer on a Trip and any person who has the right to travel under the Agreement;

Travel service: passenger transport, hire of a motor vehicle or motorcycle, accommodation or other tourist service within the meaning of article 7: 500 sub a BW.

Travel service provider: the service provider that performs a part of the Travel, such as auxiliary persons (accommodation providers/transporters /external guides/etc.) of the Organizer.

Agreement: the agreement including these Conditions whereby the Organizer undertakes towards the Traveller to provide the Trip.

Written: in writing or by electronic means including by e-mail.

Conditions: these general conditions.

Package travel: a package holiday within the meaning of the law.

Travel: a Package Travel or, if the Terms and Conditions have been declared applicable, a single Travel Service.

Article 1 - Establishment Agreement

1.1 Content of the offer

The Trip offered includes the services and facilities explicitly described in the offer and publications of iDrive 4x4. The content of the offer is exclusively determined on the basis of the information provided by or on behalf of iDrive 4x4. Information in publications from Travel Service Providers is not part of the offer, regardless whether a link to this information is included in the iDrive 4x4 offer. The travel time is indicated in whole days, the day of departure and arrival are being counted for as whole days.

1.2 Establishment of the agreement

The registration for a Travel is done by the receipt by iDrive 4x4 of a completely completed registration form of iDrive 4x4. The Agreement is established through the booking confirmation of iDrive 4x4.

1.3 Obvious errors

Apparent errors and incorrect information objectively recognisable in the offer do not bind iDrive 4x4. If there is reason to doubt the accuracy of the price or information, the Traveller himself must inquire. If the traveller is in a position objectively and unambiguously to recognise the incorrect information using common general knowledge.

1.4 Special wishes

If the Traveller expresses special wishes before or at the conclusion of the Agreement, rights can only be derived insofar as these preferences have been accepted as a special request by means of a written commitment by iDrive 4x4 to the Traveller that the preference will be granted.

The only mention as preference on travel documents and the booking confirmation is insufficient for this.

1.5 Special requirements

If the Traveller notifies iDrive 4x4 as 'required' at the latest when entering into the Agreement in connection with the medical condition or because of other important interests, this shall be regarded as a suspensive condition for the conclusion of the Agreement. iDrive 4x4 must reject the 'requirement' within a reasonable period of time or confirm it and ensure that it is complied with. A period of 7 days is in any case considered reasonable. If iDrive 4x4 rejects the requirement, no Agreement is established. If iDrive 4x4 confirms the 'requirement' then the Agreement is established by sending confirmation. If additional costs are attached to the requirements and these are known, iDrive 4x4 will make the Traveller a new offer.

1.6 Confirmation of receipt of the booking

If the Traveller accepts it electronically, iDrive 4x4 acknowledges receipt of the acceptance sent by the Traveller.

1.7 Confirmation of the booking

iDrive 4x4 will send a booking confirmation together with a (down payment) invoice immediately after booking the trip.

1.8 Revocation by Traveller

A booking of the Voyage is final. The Traveller has no right to revoke the Agreement.

1.9 Minors

The Traveller who books the Trip must be of age. If a minor (<18 years) travels without the persons who have authority over the minor, these persons must send a signed declaration of consent within 7 days of the booking. In this case, by way of derogation from Article 1.3 of this article, the Agreement will only become definitive after receipt of this declaration by iDrive 4x4.

1.10 Bookings for other Travelers & Communication

The Traveller and / or Agent who enters into an Agreement on behalf of or for the benefit of one or more other Travelers is jointly and severally liable for all obligations arising therefrom. The other Travelers are each responsible for their own part. The confirmation, the invoice, the travel documents and all other communication is only sent to the Traveller and / or Agent who makes the booking. The Traveller and / or Agent who books the Trip on behalf of or for the benefit of others is obliged - with the permission of that person - to disclose relevant personal circumstances of those other Passengers who may influence the performance of the Agreement with the registration. The Traveller and / or Agent who books the Trip on behalf of or on behalf of others is obliged to provide these other Passengers with these Conditions and other relevant communication.

Article 2 - Information by iDrive 4x4

2.1 Travel sum

Prices mentioned are per person, unless explicitly stated otherwise. The offered travel sum includes all known unavoidable additional costs as stated on the iDrive 4x4 website, unless the costs cannot be included in the fare or are not yet known.

2.2 Information by iDrive 4x4 after booking
Upon conclusion of the Agreement or immediately thereafter, iDrive 4x4 will provide the Traveller with the Agreement including the accepted special wishes of the Traveller and information tailored to the EU nationality concerning the necessary travel documents (passports, visas, etc.) and any formalities in the field of health and other legally required information.

2.3 Information by iDrive 4x4 for the Trip

Timely before the start of the Trip and at the latest when providing the travel documents, the Traveller receives detailed information about the booked Trip, including information about the off-road expedition, hotel stay and transport from airport to hotel.

2.4 Travel documents

The Passenger must have the necessary travel documents for the Trip, such as a passport, driving license, visa, vaccination certificates, etc .. In view of the great importance of this, the Passenger must submit the general information provided by iDrive 4x4 about this. To check the relevant authorities and institutions for applicability, completeness and topicality. Before booking the Voyage, the Passenger must verify that there is sufficient time to obtain the necessary travel documents in connection with the possibly long lead time of an application for travel documents and, in particular, any necessary visa. If the Traveller cannot make the Trip or not entirely because of the absence of valid, complete and correct travel documents, the ensuing costs will be entirely for the account of the Traveller.

2.5 Driver's license

If the Traveller drives a vehicle during the Trip, the Traveller must be in possession of a valid driving license and international driving license for the relevant vehicle category.

2.6 Travel documents

The travel documents (forwarding information, hotel booking) will be sent to the Traveller in time and no later than 7 days before departure, unless the invoice has not yet been paid in full. In group travel, the required travel documents will usually be handed over on departure at the departure of the expedition.

2.7 Information about insurance

iDrive 4x4 provides the Traveller with information about the possibility of taking out cancellation insurance before the conclusion of the Agreement. Travelers for off-road expeditions are obliged to take out travel, luggage and accident insurance for the duration of the trip. The conclusion of a cancellation insurance is highly recommended.

Article 3 - Information by the Traveller

3.1 Relevant information from the Traveller(s)

Before or at the conclusion of the Agreement, the Passenger who makes the booking will provide all information relevant to the Voyage of himself and the other Travelers he or she has registered. In particular, this concerns information about the Travelers or the composition of the group if this may affect the health or safety of the Traveller or others during the Trip. If

the information provided is incorrect or incomplete, this may result in the Traveller being excluded from participation by iDrive 4x4 or the Travel Service Providers. In that case, the Traveller will owe the cancellation costs in accordance with Article 7.2. Other costs arising from this are also for the account of the Traveller.

3.2 Reduced mobility, pregnant women, unaccompanied minors and illness

For the Off-Road expeditions that iDrive 4x4 offers, good health and fitness of the Travelers is required in accordance with Article 15.2. The Off-Road expeditions are not suitable for Travelers with reduced mobility and their escorts, pregnant women, unaccompanied minors and Travelers with a disease that may have an effect on the Trip.

Article 4 – Payment

4.1 Down payment

After the Agreement has been concluded, 20% of the travel sum must be paid within 14 days after receipt of the deposit invoice, with a minimum of € 250 per Traveller. If air tickets are included, the full amount of the flight tickets plus 20% of the travel sum of the remainder of the trip must be paid as a deposit.

4.2 Remaining payment

The remainder of the travel sum must be paid no later than 6 weeks before the start date of the Trip. At the conclusion of the Agreement within 6 weeks before the start date of the Voyage, the full travel sum must be paid by return and in any case before the start of the Voyage.

4.3 Default and interest

If the Passenger does not pay within the aforementioned or stated on the invoice, the Passenger will be in default without any further notice of default being required and the legal interest will be owed on the outstanding amount from then on.

4.4 Collection costs

The Traveller is obliged to pay the extrajudicial collection costs if the Traveller has been summoned not to pay within a period of fourteen days, starting the day after the reminder has been received, stating the consequences of the absence of payment, including the exact collection costs that will be paid. advanced. The extrajudicial collection costs amount to 15% of the claimed up to € 2,500, 10% over the subsequent € 2,500, 5% over the subsequent € 5,000 and 1% over the excess, with a minimum of € 40.

4.5 Further consequences of no payment

If the Traveller is in default, iDrive 4x4 may suspend the sending of the travel documents without further notice until full payment has been received. If payment also fails after a reminder or if no payment has been made before the start of the trip, iDrive 4x4 has the right to exclude the Traveller from participation. The obligation to pay remains. Instead of excluding the Traveller from participation, iDrive 4x4 can cancel the Agreement and charge the relevant cancellation costs to the Traveller. The provisions of this paragraph do not affect other rights of iDrive 4x4.

Article 5 – Subdivision

5.1 Conditions and notification

A Traveller can transfer the Trip to another person who meets all conditions attached to the Trip. The Traveller requests iDrive 4x4 no later than 7 days before the start of the Trip, at least with due observance of a reasonable period within which the necessary actions can be performed, to substitute the person. Transfer is only possible insofar as the conditions of the Travel Service Provider concerned allow this. If air tickets are part of the Trip, transfer of flight tickets is generally not possible.

Transfer of the entire Voyage is then usually only possible if - at the expense of the Traveller - a new airline ticket is booked.

5.2 Joint and several liability and extra costs

The Traveller and the person who takes over the Travel are jointly and severally liable for the payment of the outstanding amount and any additional fees, surcharges and other costs arising from the substitution, including modification costs.

Article 6 - Change by the Traveller

6.1 Change

The Traveller who has booked the Trip can request iDrive 4x4 in writing to amend the Agreement. iDrive 4x4 is not obliged to adhere to these amendments. iDrive 4x4 will inform the Traveller of the new travel sum. If the Traveller agrees to the costs of the change, the new travel sum and change costs will be due. If the new travel sum is lower than the original travel sum, the difference will be settled with the change costs due.

6.2 Adjustment of the departure date or number of passengers

A request to change the departure date does not constitute a change, but a cancellation. Reducing the number of paying passengers is no change, but a partial cancellation. The cancellation regulation of article 7.2 applies to this.

Article 7 - Cancellation by the Traveller

7.1 Cancellation

The Traveller can terminate the Agreement at any time before the start of the Voyage. Cancellation must take place in writing. The date on which the Written cancellation is received by iDrive 4x4 is deemed to be the moment of cancellation. On receipt after 5 p.m. or on weekends, the next working day (Mon-Fri) is regarded as the date of receipt.

7.2 Cancellation costs

If a flight is included with the Trip, the following amounts must be paid by the Voyage for cancellation by the Voyager:

- a. up to and including 56 days before the day of departure: the cancellation costs of the flight + 20% of the remaining part of the fare;
- b. from 55 days up to and including 22 days before the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: the cancellation costs of the flight + 75% of the remaining part of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.

If no flight is included, the Traveller is due the following amounts:

- a. up to and including 56 days before the

- day of departure: 20% of the travel sum;
- b. from 55 days up to 22 days before the day of departure: 50% of the travel sum;
- c. from 21 days up to and including 7 days before the day of departure: 75% of the travel sum;
- d. from 6 days before departure: 100% of the travel sum.

Article 8 - Price change

8.1 Price change

iDrive 4x4 may reserve the right in the Agreement to increase or change the travel sum with regard to Agreements already entered into until 20 days before the day of departure as a result of price changes in costs of fuel or other energy sources, taxes or compensations of not directly the execution of the Travel involved third parties and / or exchange rates. The price revision method must be known before the booking and is part of the Agreement.

8.2 Termination by Traveller

If the increase amounts to more than 8% of the travel sum, the Traveller has the right to terminate the Agreement. In that case, the Traveller is entitled to immediate repayment of the amounts paid. iDrive 4x4 provides the Traveller with a reasonable period of time within which the Passenger must have notified in writing whether it terminates the Agreement. If the Agreement is not terminated within the set term, the price increase will be deemed to have been accepted and the right to termination will lapse.

8.3 Price reduction

If the right to a price increase or a price change is stipulated, the Traveller has the right, if applicable, to request a price reduction in accordance with the price revision method. An amount of 30 euros in administrative costs will be deducted from the amount that the Traveller earns on the basis of the possible price reduction.

Article 9 - Modification by iDrive 4x4

9.1 Changes

iDrive 4x4 has the right to change the Agreement unilaterally prior to commencement of the Trip to the extent that it concerns non-substantial changes. The Traveller is informed here in Writing and in a clear manner.

9.2 Major changes

If necessary, iDrive 4x4 can significantly change the main features of the Agreement before the start of the Trip. This also includes the provision of an alternative trip that, if reasonably possible, is of at least equal quality. In that case, the Traveller can accept the change or terminate the Agreement without payment of cancellation costs.

9.3 Change in an agreed special request

If iDrive 4x4 cannot, or not with a reasonable effort, meet an agreed special request of the Traveller then iDrive 4x4 can change the Trip to this part. In that case, the Traveller can accept the change or terminate the Agreement without payment of cancellation costs.

9.4 Term

In the event of radical changes, iDrive 4x4 will provide the Traveller with a reasonable period of time within which the Traveller

must have notified iDrive 4x4 in writing or terminate the Agreement. If the Agreement is not terminated within the set term, the change will be deemed to have been accepted and the right to terminate will lapse.

9.5 Price reduction

If the change has the effect of reducing the quality or costs of the Trip, the Passenger will be entitled to appropriate price reduction.

9.6 Notification

In case of major changes iDrive 4x4 informs the Traveller without delay of:

- the changes;
- the reasonable period within which the Traveller iDrive 4x4 must notify In Writing of its decision whether the Traveller terminates the Agreement;
- the consequence that if the Traveller does not respond in time the change will be deemed accepted and the right to termination will lapse;
- if offered, the content of a replacement trip or the level of the appropriate price reduction.

9.7 Reimbursement of the fare paid

If the Traveller terminates the Agreement on the grounds of this article, the already paid travel sum will be reimbursed to the Traveller without delay and no later than 14 days.

9.8 Damages upon rejection of the change

If the Trip is terminated and the cause of the change is attributed to iDrive 4x4, iDrive 4x4 offers the Traveller an appropriate compensation. If the Trip is terminated and the cause of the change is attributed to the Passenger, the resulting loss will be borne by the Passenger. If the Travel is terminated and the cause of the change cannot be attributed to either the Traveller or iDrive 4x4, the parties each bear their own damage.

Article 10 - Cancellation by iDrive 4x4

10.1 Cancellation

iDrive 4x4 can terminate the Agreement prior to commencement of the Trip and the Traveller refund all amounts paid for the Trip without being liable to pay damages:

- a) if the number of registrations is less than the minimum number specified in the Agreement and the Passenger is notified of the cancellation within the period specified in the agreement, but at the latest:
 - 20 days before the start of the Trip with a Trip of 6 days or more.
 - 7 days before the start of the Trip with a Trip of 2 to 6 days.
 - 48 hours prior to commencement of the Trip with a Trip of less than 2 days.
- b) in the event of force majeure, including unavoidable and extraordinary circumstances.

10.2 Reimbursement of the fare paid

In the above cases, iDrive 4x4 will refund all amounts received immediately and at the latest within 14 days. Not reimbursed are costs incurred by the Traveller for services that are not covered by the Agreement, such as vaccinations, visas, purchase material, insurance and, if not included in the Travel, the flight, tickets, accommodation, etc.

10.3 Termination due to the actions of the Traveller

In the event that the Traveller does not meet

predefined participation requirements or if incorrect or incomplete information about experience, skills, physical or mental condition or other relevant topics is provided by or on behalf of the Traveller, iDrive 4x4 has the right to terminate the Agreement. This does not affect other rights of iDrive 4x4.

Article 11 – Responsibility

11.1 Good execution of the Trip

iDrive 4x4 is responsible for the execution of the Travel Services to which the Agreement relates, regardless of whether these Travel Services are carried out by iDrive 4x4 itself or by another Travel Service Provider.

11.2 Changes to travel schedule and travel times

iDrive 4x4 will inform the Traveller about changes to the itinerary or travel times. If iDrive 4x4 is not aware of the place of stay, the Traveller will only be informed on the e-mail address or mobile phone number known to iDrive 4x4.

Article 12 - Conformity & non-conformity

12.1 Conformity

iDrive 4x4 must execute the Agreement in accordance with the expectations that the Traveller may reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

12.2 Compulsory travellers obligation

The Traveller shall inform the Travel Service Provider and iDrive 4x4 in accordance with Article 16 without delay of any non-conformity that the Traveller has detected during the performance of a Travel Service included in the Agreement.

12.3 Solution by iDrive 4x4

iDrive 4x4 ensures that the reported non-conformity is corrected. The non-conformity need not be remedied if this is impossible or involves disproportionately high costs taking into account the degree of non-conformity and the value of the Travel Services concerned.

12.4 Solution by the Traveller

If the non-conformity is not remedied within a reasonable period set by the Traveller, the Traveller has the possibility to remedy the non-conformity himself and to request reimbursement of the expenses.

12.5 Alternative Trip

If a substantial part of the Travel Services cannot be performed as agreed, iDrive 4x4 will offer a suitable alternative, without additional costs for the Traveller. The Traveller is entitled to a price reduction if the alternative is of lower quality. The Traveller can only reject the offered alternative if it is not comparable or the price reduction is inadequate.

12.6 Termination by the Traveller with significant consequences

If the non-conformity has significant consequences for the performance of the Trip and iDrive 4x4 has not remedied this within a reasonable period set by the Traveller, the Passenger can terminate the Agreement without payment of cancellation costs. If the Agreement also includes transport, iDrive 4x4 also provides for immediate repatriation of the Passenger with equivalent transport without additional costs upon termination by the Passenger.

12.7 Price reduction and compensation
In case of termination under Article 12.6 or in case the Agreement is not terminated and no alternatives have been agreed, the Traveller is entitled to appropriate price reduction and appropriate compensation.

12.8 Conditions for price reduction

If the Traveller is entitled to an appropriate price reduction, this only applies to the period in which there was non-conformity. The Traveller is in no way entitled to a price reduction in so far as the non-conformity can be attributed to the Traveller.

Article 13 - Help and assistance

13.1 Compulsory assistance

iDrive 4x4 provides the Traveller with immediate assistance and assistance if the Traveller is in trouble, in particular by providing good information about medical services, local authorities and consular assistance, and helping the Traveller to use remote communication and to find alternative travel arrangements.

13.2 Costs

iDrive 4x4 will charge a reasonable fee for the assistance and assistance if the difficulties arose due to intent or negligence on the part of the Traveller.

Article 14 - Liability, compensation & exoneration

14.1 Damages

Damages include both damage and compensation for lost travel.

14.2 Attribution & force majeure

The Traveller shall in no case be entitled to compensation for damage that the Traveller incurs as a result of non-conformity, insofar as the non-conformity is due to: a. the Traveller; b. third parties that are not directly involved in the execution of the Agreement and the non-conformity could not be foreseen or prevented; c. unavoidable and extraordinary circumstances.

14.3 Liability exclusion

Any liability of iDrive 4x4 for damage is limited to once the travel sum, unless the damage follows from the death or personal injury of the Traveller or the damage is caused by intentional or negligent behaviour of iDrive 4x4. In that case, the liability for iDrive 4x4 is limited to € 10,000.

14.4 Liability exclusion under treaty or EU regulation

If iDrive 4x4 can be held liable for any damage, including damage resulting from the death or personal injury of the Traveller, this liability will in any case be limited or excluded to the limits allowed in accordance with the applicable international conventions and / or EU regulations pertaining to the individual Travel Services.

14.5 Insured damage

iDrive 4x4 is not liable for damage of the Traveller covered by insurance, such as care, travel or cancellation insurance.

14.6 Prescription

Each claim of the Traveller for compensation of damage will lapse two years after the Trip has taken place or if the Trip did not take place two years after the scheduled date of commencement.

14.7 No accumulation of fees

If due to the same event compensation or compensation is due under international treaties or EU regulations, such as the regulation on air passengers' rights in the event of denied boarding, cancellation or long delay, this compensation or compensation will not accumulate with the compensation or price reduction under this Agreement. The compensation or compensation will be deducted from the compensation or price reduction due by iDrive 4x4 under this Agreement. For the above, it does not matter whether the compensation or compensation is owed by iDrive 4x4 or a travel service provider engaged by it under international treaties or EU regulations.

14.8 Liability of iDrive 4x4

iDrive 4x4 cannot be held liable for damage resulting from: not obtaining a visa for a Traveller for reasons other than iDrive 4x4

- failure of the Traveller to arrive at the indicated location in time
- failure to comply with the travel conditions set by iDrive 4x4 or the instructions given by travel guide
- possession of substances or items that are in conflict with the law of the countries visited during the Voyage. If such substances or items are found anyway, the possessor of further participation in the trip can be excluded. All consequences and costs associated with this are for the account of the Traveller concerned.
- Changes in and / or forced shortening or extension of the Trip that are the result of force majeure, such as mechanical defects, traffic accidents, illness, natural and / or other disasters, political complications etc.
- Damage, theft, loss or accident caused to the Traveller, regardless of cause or negligence.

14.9 Damage

If iDrive 4x4 is liable for the damage suffered by Passenger, his liability will be limited or excluded in accordance with the applicable international treaties. iDrive 4x4 also accepts no liability for damage, which means that there is or may be a reimbursement of travel and / or cancellation insurance.

Article 15 - Obligations of the Traveller

15.1 Driving ability

The Traveller driving a vehicle must be in possession of a valid driving license and have at least 5 years or 100,000 km of driving experience, preferably in the mountains and off-road terrain.

15.2 Health Traveller

To take part in the off-road expedition without health risks the Traveller must be in good physical health. In case of any doubt of the Voyage, the Traveller has to inform iDrive 4x4 about this. The Traveller must sign a 'fitness declaration' and return this form to iDrive 4x4 before departure.

15.3 Behaviour and instructions

The Traveller is obliged to comply to all instructions from iDrive 4x4 and the designated travel guides to ensure a safe Trip. The Traveller is liable for damage caused by any unauthorized behaviour. The

traveller must act as an reasonable acting individual and is obliged to follow all instructions to ensure a safe Trip.

15.4 non-compliance - exclusion from participation

In case of non-compliance to instructions or in the event that a Traveller causes serious inconvenience, iDrive 4x4 or the Travel Service Provider has the right to deny the Traveller further participation in parts of the Travel or Travel Service. The Traveller is not entitled to a refund of funds in such a case. Further costs incurred as a result are for the account and risk of the Traveller.

15.5 Warning

Before proceeding to the exclusion of participation, the Traveller will be first given a warning. A warning is not required if this warning cannot be demanded from iDrive 4x4 or Travel Service Provider given the circumstances of the specific case, taking into account the behaviour of the Traveller, the expected chance of relapse, the effect on the Voyage and other Travelers, the risk of damage and the safety of the Travelers and others.

15.6 Liability Traveller

The Traveller is liable for damage caused by his behaviour, non-compliance with the obligations in this article or damage that must otherwise be attributed to him. The Traveller indemnifies iDrive 4x4 of claims from Travel Service Providers or third parties involved in the Travel for damage caused or attributed to him by the Traveller.

15.7 Check time of return Trip

The Traveller must verify the exact time of departure no later than 24 hours before the scheduled commencement of the return Trip.

15.8 Participation in the off-road expedition iDrive 4x4 will offer to prepare the Traveller for a safe off-road expedition, this includes giving off-road driving instruction, directions and discussing traffic situations beforehand.

15.9 Participation at your own risk

The Traveller participates the off-road expedition at his own risk. iDrive 4x4 is never liable for damage resulting from accidents involving the passenger. The traveller is fully liable for damage he inflicts on himself or on a third party

15.10 Damage to rent car

The Traveller is fully liable for damage to the vehicles rented to him insofar as caused during the rental period and not covered by the (insurance of the) lessor, or the insurance of a third party that caused damage. The conditions of the vehicle insurance will be provided with the relevant Travel Documents

15.11 Excess statement

The Passenger must sign a 'liability waver' before departure and return it to iDrive 4x4 before departure.

Article 16 – Complaints

16.1 Information

iDrive 4x4 will provide the contact details of iDrive 4x4 in the event of an emergency and its local representative.

16.2 Reporting on the spot

If a Passenger means that the Trip is ill performed, he must report this to the Trip Service Provider immediately. If a iDrive 4x4 tour guide is on site, the complaint must also

be reported to the tour guide without delay. If there is no tour guide on site, the complaint must also be reported to iDrive 4x4. This notification can be made by e-mail. iDrive 4x4 sends the Traveller a confirmation of the notification by e-mail.

16.3 Communication costs

The costs of necessary communication with iDrive 4x4 for making a complaint may be charged to iDrive 4x4. The Traveller must, as far as possible, limit the costs by, for example, making use of internet calling, WhatsApp or e-mail.

16.4 Report a complaint that has not been rectified after returning

All complaints which according to the Traveller are not or not fully remedied or compensated during the Trip, must be submitted to iDrive 4x4 in Writing and within two months after the return. iDrive 4x4 is obliged to respond with motivation within one month of receipt of the complaint.

16.5 Consequences not or late notification of the non-conformity or complaint

Not complaining or not complaining in time in accordance with Article 16.2 may have an influence on the amount of any price reduction or compensation, unless the interests of iDrive 4x4 are not damaged by not complaining in time. Complaints that are not received in time after return will not be processed, unless this is not reasonable in the circumstances of the case.

Article 17 - Other provisions

17.1 Third party rights

Subordinates, auxiliary persons and other third parties involved in the performance of the Agreement can invoke the provisions of the Agreement and these Terms and Conditions (including the liability exclusions) towards the Traveller.

17.2 Replacement provisions

If mandatory law precludes the validity of a provision in these Terms and Conditions or if a provision is annulled, that provision shall be deemed to have been converted into a valid provision that, as far as possible, approximates the original intention in terms of contents and scope.

17.3 Applicable law

Exclusively Dutch law applies to the offer, the Agreement and the execution of the Agreement. Without prejudice to this choice of law, a consumer shall enjoy the protection afforded by the mandatory law of his country of residence if iDrive 4x4 directs commercial activities (including advertising) on the agreed Trip to the country where the consumer is domiciled, unless the services are not entirely or partially in that country.

17.4 Competent court

The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.