

## General Terms L'iroko Inter SARL

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### **Applicability**

The general terms are agreed on by the following involved parties:

**The Travel Agency:** L'iroko Inter SARL, which is responsible for organizing holidays in Benin and Togo to individual clients, groups or agencies. L'iroko Inter SARL is registered as L'iroko Inter SARL with the Abomey Calavi Chamber of Commerce with license number RCCM RB/ABC/14B 318, and is registered as a Tourism and Travel agency with the Ministry of Tourism with license number (we will receive it December 2015)

**The client:** The other party or person, who requests services from the L'iroko Inter SARL.

These General terms are applicable on all requests by the client, including arrangements of transportation, accommodation(s), rental cars or any other touristic service.

### 1. Information provided by L'iroko Inter SARL

- L'iroko Inter SARL will provide the client with information and regulations about personal travel documents like passports and visa formalities, or any other documents when necessary. The responsibility for the accuracy of these documents lies with the client. Any costs arising by incorrect use of personal documents from the client are under the client's responsibility. For any client with nationalities which require to obtain a visa in advance, L'iroko Inter SARL advises to consult the concerning embassy or consulate.
- With the agreement on these general terms, the client acknowledges the responsibility to arrange necessary insurances such as cancellation- or travel insurance. L'iroko Inter SARL is allowed to request a proof of these insurances from the client.
- L'iroko Inter SARL is not responsible for any information, photos, advertisements, website or other informational promotion published under the responsibility by third parties.

### 2. Information provided by the client

- The client provides before or upon agreement to these general terms, all the necessary personal and contact information. With this information the client gives L'iroko Inter SARL the opportunity to give the best possible service.
- The client provides L'iroko Inter SARL with information about any physical or emotional state of clients that may affect the program set out by L'iroko Inter SARL i.e anything that would put the client or anyone else at risk or any extra assistance that may be needed.
- When the client doesn't inform L'iroko Inter SARL as described above, any extra costs made due to above reasons, are under the responsibility of the client.

### 3. Essentials

- L'iroko Inter SARL will commit in making any changes in the program when physical or emotional limitations from the client occur. L'iroko Inter SARL is allowed to charge any extra expenses made due to this reasons as described in paragraph 2.2 to the client.
- L'iroko Inter SARL handles any other request, where L'iroko Inter SARL estimates if the request is reasonable.  
L'iroko Inter SARL is allowed to charge extra expenses for special requests.
- Extra expenses that are charged to the client are informed to the client before or with sending an invoice.

### 4. Booking of the program

- Offer and agreement.** The agreement is set when the client approves the offered program by L'iroko Inter SARL, including the General Terms. This can be directly between L'iroko Inter SARL and the client, or via a bookings office.  
When the offer and agreement are set, the client receives a confirmation in the shape of an invoice by L'iroko Inter SARL.  
The client agrees with a booking fee of 20.000 CFA or €30,- for each booking.
- Changes in the offer:** The offer by L'iroko Inter SARL is non- committal and can be changed. Changes due to mistakes in the price indication by L'iroko Inter SARL are allowed and are communicated immediately to the client with an explanation of the changes. In this case the client has the right on restitution of the paid charges.
- L'iroko Inter SARL is allowed to cancel a program when there are fewer participants than the minimum number. L'iroko Inter SARL informs the client within 4 weeks before the departure date and will work together with the client for alternative options.

### 5. The applicant

- The person, who agrees to the agreement on behalf of other participants, is responsible for the compliance of the agreement.
- All traffic, also for payments, goes via the applicant and L'iroko Inter SARL or via the bookings office, unless agreed differently.

### 6. Information and publications

- When the agreed program is a publication published by L'iroko Inter SARL, the information in this publication is part of the agreement.
- When the publicized offer is in conflict with the general terms, the most beneficial terms for the client are

leading.

## 7. Payments

### 1. Long term bookings:

bookings made more than 4 weeks prior to the arrival date. Upon confirmation of a long term booking the client shall pay a deposit of 25% of the total sum. The remaining 75% shall be paid 4 weeks prior to the arrival date.

### 2. Last minute bookings:

bookings made less than 4 weeks prior to the arrival date. Upon confirmation of a last minute booking the client shall pay the total sum (100%) immediately after the confirmation, in any case before arrival or start of the program.

When the client has not paid in time, L'iroko Inter SARL sends a reminder to the client without any surcharge, where after the client has 14 days to fulfill the payment. If the payment hasn't been received in this time, L'iroko Inter SARL is allowed to charge the cancellation costs and the payments as described in paragraph 11 which will be settled with the made costs. Costs related to (international) bank transfers are to be paid for by the guest.

## 8. Pricing

The price as indicated by L'iroko Inter SARL is in CFA, unless agreed differently.

The price is based on the date on which the offer is sent. Any changes in governmental taxes, fuel prices or other factors that are out of the hands of L'iroko Inter SARL are charged to the client 20 calendar days prior to the arrival. When increases are higher than 20% of the total sum, the client is allowed to cancel the program within 3 days of the notification.

## 9. Vouchers and travel documents

- L'iroko Inter SARL sends the travel documents to the client at the latest 10 days prior to arrival, unless there is a last minute booking.
  - When the client has not received travel documents 5 days prior to arrival, this is communicated by the client to L'iroko Inter SARL.
  - When a program is booked 10 days prior to arrival, travel documents are handed to the client, where L'iroko Inter SARL decides the best moment for this.
  - The client is responsible for having personal travel documents such as passports, insurances or driver's license.
- Any costs arising due to the lack of personal documents are for the client.

## 10. Substitutions

The client can be replaced by another person. The following terms are applicable:

- The new client agrees on the by L'iroko Inter SARL provided terms
- The request is made at least 7 days prior to arrival

## 11. Cancellation by the client

**Standard cancellations fees:** when the client cancels the program, L'iroko Inter SARL can charge, next to reservation costs, the following fees:

When the cancellation is made before the 42nd calendar day prior to arrival: bookings fee

When the cancellation is made between the 42nd and 28th calendar day prior to arrival: 35% of the total sum

When the cancellation is made between the 28th and the 21st calendar day prior to arrival: 40% of the total sum

When the cancellation is made between the 21st and the 14th calendar day prior to arrival: 50% of the total sum

When the cancellation is made between the 14th and 5th calendar day prior to arrival: 75% of the total sum

When the cancellation is made between the 5th calendar day prior to and the day of arrival: 90% of the total sum

When the cancellation is made on the departure date or when speaking of a no-show: 100% of the total sum

### Partial cancellations:

- ❖ Whenever a client travelling in a group cancels the agreement and when sharing accommodations, transfers or other types of services, this client is obligated to pay a cancellation fee as described above/ in paragraph 11. under standard cancellation fees.
- ❖ L'iroko Inter SARL adjusts the offer to the new group size and communicates any differences in program and/or price to the remaining clients of the group.
- ❖ A new price may not be higher than the total sum of the previous booking with the original number of participants.

## 12. Cancellations by L'iroko Inter SARL



L'iroko Inter SARL has the right to cancel the agreement with grounded reasons that make it impossible for L'iroko Inter SARL to execute the program.

- Whenever these reasons are caused by the client, the costs for cancellation are for the client.
- Whenever these reasons are caused by L'iroko Inter SARL, the costs for cancellation are for L'iroko Inter SARL.
- Whenever these reasons are caused by both parties, the costs are shared by both parties.

### 13. Adjustments by L'iroko Inter SARL

- L'iroko Inter SARL has the right to change a program when factors occur that make it impossible for L'iroko Inter SARL to execute the program. L'iroko Inter SARL communicates any adjustment to the client within 3 calendar days.
- The client has the right to refuse the adjusted offer within 3 calendar days. In this case, L'iroko Inter SARL has the right to cancel the agreement. In this case the client also has the right on a restitution from which the height is depending on the situation and made costs.
- When the reasons that are causing the adjustments are caused by L'iroko Inter SARL, the costs for the adjustments are for L'iroko Inter SARL.
- When the reasons that are causing the adjustments are caused by the client, the client is responsible for the costs of the adjustments.
- Whenever the program needs to be changed after the agreement, L'iroko Inter SARL takes care of the continuity of the program and agreement.

### 14. Responsibility and force majeure

L'iroko Inter SARL is committed to executing the expectations that are made in the agreement. Whenever the program does not fulfill the expectations, the client will communicate this as quickly as possible to L'iroko Inter SARL.

Whenever the program does not fulfill the expectations of the client, L'iroko Inter SARL will refund damage to the client, unless:

- damage is caused by the client
- damage was unforeseen or couldn't be foreseen
- damage is caused by a third party

### 15. Exclusions & Responsibility L'iroko Inter SARL

- If the client receives a refund of any costs from an insurance company, L'iroko Inter SARL cannot be held responsible or also refunding the client.
- Whenever L'iroko Inter SARL is responsible for any death or injury the total restitution cannot be higher than 3 times the sum unless it involves intentional damage.

#### ***Responsibility of the client***

- The client should follow all directions and precautions of L'iroko Inter SARL to stimulate a good execution of the program. Whenever behavior of the clients prevents a good execution of the program, L'iroko Inter SARL is allowed to change or cancel the program, and charge these costs to the client.

### 16. Complaints

#### ***During the trip:***

1. Any shortcoming of agreement should be communicated as quickly as possible to L'iroko Inter SARL so they can look for solutions on location.
2. When the shortcoming is not solved by L'iroko Inter SARL the client is offered an official written document for the complaint.
3. L'iroko Inter SARL communicates all the contact information needed during the trip to the client.

#### ***Complaints after the trip:***

When the complaint is not solved properly, this should be communicated by the client within one month after departure date. L'iroko Inter SARL will reply to the client within 1 month after receiving the complaint.