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Article 1 – Definitions

Organiser: Storywalking, listed at the Chamber of Commerce as Details Travel nr. 72208899, which combines and offers tour packages, either directly or through a retailer. The trader who offers for sale a single travel service is also deemed to be the Organiser if these terms & conditions are applied to the Contract.

Traveller: any person who is seeking to conclude a Contract with the Organiser or any person who is entitled to travel on the basis of the Contract.

Travel service: carriage of passengers, rental of motor vehicles or motor cycles, accommodation or any other tourist service, within the meaning of the definition in article 7:500 sub a of the Dutch Civil Code.

Travel service provider: The service provider that executes part of the package such as subcontractors of the Organiser (facilitators of accommodation and transport, self-employed guides, etc.).

Contract: the agreement including these Terms & conditions through which the Organiser binds itself to the Traveller to provide the Package.

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

Terms & conditions: these Terms and conditions.

Package: a travel package according to article 7:500 sub b of the Dutch Civil Code.

Trip: a package or if the Terms & conditions are applied a sole travel service.

Working days: Monday to Friday, with the exemption of Dutch public holidays, within office hours (9h-17h Dutch time).

Article 2 – Applicability of the Terms & conditions

2.1 Package travel

The Terms & conditions are applicable to all packages offered by or concluded with the Organiser and are an inseparable part of the Contract.

2.2 Travel service

The Terms & conditions can be applied to travel services that are not part of a package. Title 7a of part 7 of the Dutch Civil Code which determines rules on package travel and linked travel arrangements is not applicable. These travel services are not protected by guarantees for insolvency of the Organiser, unless in the offer it is mentioned which party provides insolvency protection for the offered travel service in case of insolvency of the Organiser.

2.3 Derogation of the Terms & condition and additional terms and conditions

Derogation of the Terms & condition and additional terms and conditions are only valid in written form. Derogating conditions in the individual contract are superseding the conditions in these terms & conditions.

BOOKING

Article 3 – Drawing up of the contract

3.1 Content of the offer

The offer of the Trip contains the services and facilities that are explicitly mentioned in the offer and publications of the Organiser. The content of the offer is only based on the information provided by or on behalf of the Organiser. Information in publications of travel service providers is not part of the offer, whether or not there is a link provided to general publications in the offer of the Organiser. The period of the trip is stated in whole days. The day of departure and arrival are counted as whole days.

3.2 Non-binding offer

All quotations and offers made by the Organiser are non-binding. After the offer has been accepted it can be revoked without any particular reason by the Organiser in all circumstances until 17.00h of the next working day. This is also the case if the Traveller has received an automatic notification of reception of the booking.

3.3 Finalisation of the contract

The contract is concluded by Traveller's acceptance of the offer.

3.4 Apparent errors

Apparent errors in the offer do not bind the Organiser: if case of any doubts concerning the price, content or information the Traveller should enquire with the Organiser.

3.5 Special preferences

If a Traveller communicates preferences before the conclusion of the Contract, rights can only be derived as far as these preferences are accepted as a special preference by means of a Written declaration to the Organiser. The sole reference as a preference on travel documents and the booking confirmation does not constitute this acceptance.

3.6 Special requirements

If the Traveller communicates special 'requirements' related to their medical condition or other compelling interests to the Organiser before concluding the Contract, this forms a suspensive condition for the formation of the Contract. The Organiser has to either decline or confirm such requirement within a reasonable period to ensure the travel performance. A period of 7 days is deemed to be reasonable. If the Organiser declines this 'requirement' then there is no formation of a Contract. If the Organiser confirms the requirement then by sending the confirmation the Contract is formed. If there are additional costs involved and known, the Organiser makes a new offer.

3.7 Confirmation of the booking request

If the booking request sent by the Traveller is communicated by electronic means, the Organiser will confirm that booking request delivery.

3.8 Confirmation of the booking

The Organiser will send a confirmation of the booking and a down payment invoice.

3.9 Minors

The Traveller who books a Trip has to be an adult (18 yrs or older). If the minor (<18 yrs) travels without the persons that have parental authority over the minor, these persons will have to send a declaration of permission signed by the minor's parents or guardian within 7 days. By way of derogation of paragraph 3 of this article [drawing up of Contract] the Contract is concluded once this declaration has been received by the Organiser.

3.10 Booking for other travellers & communication

The Traveller that enters into an agreement for or on behalf of one or more other Travellers, is fully liable for all obligations that arise from it. The other Travellers are liable for their own part. The booking confirmation, invoice, travel documents and other communications are only sent to the Traveller who had concluded the

Contract. The Traveller who books the Trip for or on behalf of others, shall communicate all the relevant personal information to the other Travellers to guarantee the best quality of the services specified in the Contract. The Traveller who books the Trip for or on behalf of others, shall send these Terms & conditions and all other relevant communication to those Travellers.

INFORMATION

Article 4 - Information provided by the Organiser

4.1 Price

The indicated prices are per person, except for specific cases.

4.2 Information before booking

Before the conclusion of the Contract the Organiser provides the Traveller the standard information by means of the prescribed form (Annex I of Directive (EU) 2015/2302) and the other information prescribed by law in article 7:502 of the Dutch Civil Code.

4.3 Information while booking or immediately after

At the conclusion of the Contract or without undue delay thereafter, the Organiser provides the Traveller the Contract including accepted special preferences, information on the travel documents needed (passport, visa, etc.), health related formalities and other useful information.

4.4 Information before the start of the Trip

Before the Trip the Traveller receives all the details of the Trip: departure times, planned stops and arrival time and, when applicable, the name of the airline that provides the flight.

4.5 Travel documents

During the Trip the Traveller shall carry the necessary Travel documents, such as a passport, visa, vaccinations, etc. Prior to departure the Traveller shall verify the accuracy of the information provided by the Organiser and evaluate the time needed to obtain all the necessary travel documents. If the Traveller is unable to depart due to incomplete travel documents the arising costs will fully be on the Traveller.

4.6 Travel vouchers

The travel vouchers (transport tickets, vouchers, etc.) will be sent to the Traveller at least 7 days before departure unless the invoice is not yet fully paid. If a Traveller has not received their travel vouchers within 5 days before departure, the Traveller shall immediately inform the Organiser. The final departure and arrival times will be mentioned on the travel documents, if they have been made available to the Organiser.

4.7 Travel insurance

Travellers shall have adequate travel insurance to cover them for unexpected medical emergencies, cancellation for medical reasons, delays or cancellations due to adverse weather conditions. It is the Traveller's responsibility to check if the insurance covers the countries to visit and activities scheduled for the Trip.

Article 5 - Information to be provided by the Traveller

5.1 Relevant information of the Traveller(s)

Before the conclusion of the Contract, the Traveller who books the Trip shall provide all travellers' information, including details concerning their health and safety in order to safeguard the other travellers. If the information provided is incorrect or incomplete, the Organiser or travel service providers may exclude the Traveller from the trip. In that case the Traveller will be charged cancellation costs in accordance with article 9 paragraph 2 [cancellation costs]. Other costs arising from this will be on the Traveller as well.

5.2 Reduced mobility, pregnant women, unaccompanied minors and illness

Travellers with reduced mobility and their assistants, pregnant women, unaccompanied minors and Travellers with illnesses which may affect the Trip (especially air travel) shall indicate them to the Organiser before the conclusion of the Contract, or at least as soon as the Travellers are aware of them. The Travellers shall verify if they need a medical statement that allows them to travel.

BEFORE THE TRIP

Article 6 - Payment

6.1 Down payment

After the conclusion of the Contract a down payment of 30% of the total price shall be paid within 14 days after receiving the invoice. If flight tickets are included in the Contract, the Traveller will also pay the full purchase of the flight.

6.2 Payment of the remaining amount

The remaining amount will be paid at the latest 6 weeks before the departure. If the Contract is concluded within 6 weeks from departure, the full price shall be due immediately or before departure.

6.3 Insolvency and interest

If the Traveller does not pay within the aforementioned date or the date stated on the invoice, the Traveller shall be responsible for his/her insolvency. From that moment statutory interest is due over the total amount.

6.4 Extrajudicial collection costs

The Traveller shall pay for extrajudicial collection costs if the Traveller has been summoned without effect to pay within 14 days, starting the day after the formal reminder has been received by the Traveller and the consequences of non-payment and the exact extrajudicial costs are stated in the formal reminder. The extrajudicial collection costs are 15% of the amount of the claim up to € 2500, 10% of the subsequent €2500, 5% of the subsequent €5000 and 1% of the excess amount of the claim, with a minimum of € 40.

6.5 Further information concerning non-payment

In case of non-payment, the Organiser may not send the travel vouchers until full payment is received. If payment is not made after having sent a formal reminder or if full payment has not been received before the beginning of the Trip, the Organiser has the right to exclude the Traveller from participation. The obligation to pay remains in force. The Organiser can cancel the Contract and charge the cancellation costs to the Traveller.

Article 7 - Transfer of the Trip

7.1 Conditions and notification

A Traveller can transfer a Trip to another person who meets all the conditions applicable to the Trip. This shall occur at the latest 7 days before the beginning of the Trip or at least a reasonable period to allow all the transfer procedures. Transfer of the Trip is only possible if Travel service providers allow it. If a new flight ticket is part of the Trip, then the transfer of the flight ticket is normally not possible. Transfer of the whole Trip is only possible if a new flight tickets is booked at the expense of the Traveller.

7.2 Joint and several liability and extra costs

The Traveller and the person who agrees to take over the Trip, have a joint and several liability for the payment of any additional costs, fees, supplements and other costs that arise as a result of the transfer, including costs for the change.

Article 8 – Changes requested by the Traveller

8.1 Contract Changes

The Traveller who has booked the Trip can request a change of the Contract which shall be made in writing. The Organiser will evaluate the traveller's request and inform him/her of the new price.

8.2 Changing the date of departure or the number of Travellers

A request for change of departure date implies the automatic cancellation of the trip. The lower number of participants implies only a partial cancellation. The cancellation policy is applicable as described in article 9 paragraph 2 [cancellation costs].

Article 9 – Cancellation by the Traveller

9.1 Cancellation

The Traveller can withdraw from the Contract any time before the beginning of the Trip. The termination shall be in Writing and it shall be considered valid once received the notification of receipt. If such notification is received after 17.00 or on non-working days, only the following Working day shall be taken into account.

9.2 Cancellation costs

If a flight is included in the Trip and the Traveller terminates the contract, the following amounts are due:

- a. Until 56 days before the day the Trip commences: the cancellation costs of the flight + 20% of the remaining price of the Trip.
- b. from 55 days up to 28 days before the day the Trip commences: the cancellation costs of the flight + 50% of the remaining price of the Trip.
- c. from 27 days up to 15 days before the day the Trip commences: the cancellation costs of the flight + 75% of the remaining price of the Trip.
- d. within 14 days before commencement: 100% of the price of the Trip.

If no flight is included, the Traveller is obliged to pay the following amount:

- a. Until 56 days before the day the Trip commences: 20% of the price of the Trip.
- b. from 55 days up to 28 days before the day the Trip commences: 50% of the price of the Trip.
- c. from 27 days up to 15 days before the Trip commences: 75% of the price of the Trip.
- d. within 14 days before commencement: 100% of the price of the Trip.

When decreasing the number of participants in a booking where not all agreed services can be decreased proportionally, the cancellation costs will be determined by the price of the Trip minus the real cost savings which shall be deducted from the cancellation costs.

Article 10 – Alteration of the price

10.1 Alteration of the price

The Organiser reserves the right to increase the price of the Trip until 20 days before the day of commencement of the Trip due an increased price of fuel or taxes/fees imposed by third parties.

10.2 Termination on the contract on behalf of the Traveller

If the price increase exceeds 8% of the Price of the Trip, the Traveller shall have the right to terminate the Contract. In that case the Traveller has the right to a full refund. The Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the price increase shall be deemed accepted and the right to terminate the Contract expires.

10.3 Price reduction

The Organiser has the right to increase the price, and the Traveller has a right to request price reduction when

applicable.

Article 11 – Alterations made by the Organiser

11.1 Alteration

The Organiser reserves the right to make changes to the Contract before the beginning of the Trip as far as these alterations are insignificant. These alterations will be communicated to the Traveller in writing.

11.2 Significant alteration

If necessary, the Organiser can significantly alter the main characteristics of the Contract before the beginning of the Trip. This includes substitution of a Trip with similar characteristics. The Traveller can accept the alteration or terminate the Contract without any penalties.

11.3 Alteration in an agreed special preference

If the Organiser cannot meet an agreed special preference of the Traveller, the latter can accept the alteration or terminate the Contract without any penalties.

11.4 Deadline for any variation requests

When alterations are significant, the Organiser will specify a reasonable period within which the Traveller has to communicate in Writing whether the Contract is terminated. If the Contract is not terminated within the specified period, the alteration shall be deemed accepted and the right to terminate the Contract expires.

11.5 Price reduction

If the alteration results in a lower quality or cost of the trip, the Traveller shall be entitled to an appropriate price reduction.

11.6 Refund of payments

If the Traveller terminates a Contract on the basis of this article, and the Traveller does not accept a substitute Trip, the Organiser shall provide the Traveller with a full refund within 14 days.

Article 12 – Contract cancellation on behalf of the Organiser

12.1 Cancellation

The Organiser may cancel the Contract before the beginning of the Trip and provide a refund without being liable for additional compensation, if:

- a) the number of participants is smaller than the minimum number stated in the Contract; the Organiser shall notify the Traveller of the cancellation of the Contract within the period established in the Contract, but not later than:
 - 20 days before the beginning of the Trip in the case of Trips longer than 6 days;
 - 7 days before the beginning of the Trip in the case of Trips between 2 and 6 days long;
 - 48 hours before the beginning of the Trip in the case of Trips less than 2 days long.
- b) For reasons of force majeure defined as unavoidable and extraordinary circumstances.

12.2 Refund of the price of the Trip

In the aforementioned events, the Organiser will refund the payment of the Trip that has been received within 14 days. No refund will be made for services not included in the Contract such as vaccinations, visas, purchase of equipment, insurance, air tickets, etc.

12.3 Cancellation of the contract on behalf of the Traveller

If the Traveller does not provide the complete information concerning his/her physical or mental conditions the Organiser has the right to cancel the Contract.

PERFORMANCE OF THE TRIP

Article 13 – Responsibility

13.1 Performance of the Trip

The Organiser is responsible for the performance of the Travel services included in the Contract, irrespective of whether those services are to be performed by the Organiser or by other Travel service providers.

13.2 Alterations of the trip program

The Organiser shall inform the Traveller of any alterations of the program.

Article 14 – Conformity & lack of conformity

14.1 Conformity

The Organiser shall perform the Contract in accordance with the reasonable expectations of the Traveller based on the publications, the Contract and the circumstances at the different destinations.

14.2 Duty to report about complaints

In accordance with article 18 [complaints] the Traveller shall immediately report the Organiser of any lack of conformity that the Traveller has perceived during the performance of a Travel service specified in the Contract.

14.3 Remedy by the Organiser

The Organiser shall remedy the reported lack of conformity. There is no obligation to solve the lack of conformity if this is impossible or entails disproportionate costs considering the extent of the lack of conformity and the value of the Travel service affected.

14.4 Remedy by the Traveller

If the lack of conformity is not remedied within a reasonable period set by the Traveller, the Traveller may remedy the lack of conformity himself and request reimbursement of the necessary expenses.

14.5 Alternative Trip

When a significant proportion of the Travel services cannot be performed as agreed to in the Contract, the Organiser shall offer a suitable alternative, without additional cost for the Traveller. The Traveller has the right to receive a price reduction if the alternative is of lower quality. The Traveller can only reject the alternative if the alternative is not comparable or the price reduction is inadequate.

14.6 Termination by the Traveller because of a substantial effect on the Trip

If a lack of conformity substantially affects the performance of the Trip and the Organiser has failed in finding a solution, the Traveller may terminate the Contract without paying cancellation costs. If the Trip includes the carriage of passengers, the Organiser shall also provide repatriation of the Traveller with equivalent transport without undue delay and at no extra cost to the Traveller.

14.7 Price reduction and compensation for damages

In case of termination based on the prior paragraph or in case the Contract is not terminated, and no alternative arrangements are agreed upon, the Traveller is entitled to a price reduction and/or compensation for damages.

14.8 Conditions for price reduction

If the Traveller is entitled to a price reduction, this only entails the period during which there was lack of conformity. Under no circumstances is the Traveller entitled to a price reduction if the lack of conformity is attributable to the Traveller.

Article 15 – Assistance

15.1 Obligation to provide assistance

The Organiser provides immediate assistance to the Traveller in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance and by assisting the Traveller when making long distance communication and helping to find alternative travel arrangements.

15.2 Costs

The Organiser shall charge a reasonable fee if the difficulty is caused by the Traveller with intent or through his/her negligence.

LIABILITY

Article 16 Attribution, force majeure and limitations to liability

16.1 Attribution & force majeure

The Traveller shall not be entitled to compensation for damages of the Traveller attributed to:

- a.** the Traveller;
- b.** a third party unconnected with the provision of the Travel;
- c.** unavoidable and extraordinary circumstances.

16.2 Limitation to liability

If the Organiser can be held liable for damages, including damages that are a result of death or personal injury, this liability will be excluded or limited up to the limitations established by the international conventions and/or EU regulations that are applicable to the concerned Travel service.

16.3 Insured damage

The Organiser is not liable for damages to Traveller who is covered by an insurance, such as health care, travel or cancellation insurance.

16.4 Limitation period

The period for introducing claims of the Traveller for compensation is two years after the end of the Trip or, if the Trip has not taken place, two years after the planned date of departure.

16.5 No accumulation of compensation

If due to the same event compensation or compensation for damages is indebted based on international conventions or EU regulations, like the regulation on air passenger rights in the event of denied boarding, cancellation or long delay, this compensation or compensation for damages does not accumulate with the other compensations.

OBLIGATIONS OF THE TRAVELLER

Article 17 – Obligations of the Traveller

17.1 Behaviour and compliance with instructions

The Traveller shall behave reasonably and comply with all instructions to enhance a proper performance of the Trip by the Organiser or Travel service providers.

17.2 Consequences of non-compliance – exclusion from participation

In case of non-compliance of the instructions, the Organiser and Travel service provider have the right to exclude the Traveller from further participation on the Trip or a part thereof. The Traveller is not entitled to any refund. Other costs that arise are at the expense and risk of the Traveller.

MISCELLANEOUS PROVISIONS

Article 18 – Complaints

18.1 Information

Before the beginning of the Trip the Organiser provides emergency contact details of the Organiser and when applicable the contact details of the local representative.

18.2 Report on site

If the Traveller perceives that the Trip is not performed properly, he has to report the lack of conformity without undue delay and under all circumstances during the Trip to the Travel service provider involved in order to enable him to resolve it. If a tour guide of the Organiser is on site, the complaint shall also be reported to him without undue delay. If there is no tour guide present on site, the complaint has to be reported to the Organiser.

18.3 Costs of communication

The costs of necessary communication with the Organiser are at the expense of the Organiser. The Traveller shall as much as possible limit these costs, amongst others by using internet calls, WhatsApp or e-mail.

18.4 Report of unresolved complaints after the Trip

All complaints that in the perception of the Traveller are not fully resolved or compensated during the Trip, shall be reported to the Organiser within two months after his/her return, in Writing and mentioning the reasons. The Organiser is obliged to react within one month after the reception of the complaint.

18.5 Consequences of not reporting (on time) of the lack of conformity or complaint

Not reporting the complaint or not reporting the complaint on time in accordance with the second paragraph [Report on site] of this article may be of influence on the amount of a possible price reduction or compensation, unless the interests of the Organiser are not impaired by the late complaint.

Article 19 – Miscellaneous provisions

19.1 Rights of third parties

Subordinates, auxiliaries and other parties involved in the performance of the Contract can rely on the provisions of this Contract and these Terms & conditions in relation to the Traveller (including the limitation of liability).

19.2 Governing law

The offer, the Contract and the performance of the Contract are exclusively governed by the law of the Netherlands, unless this is in conflict with mandatory provisions of law. Without prejudice to this choice of law, the consumer will be protected by mandatory provisions of the law of his country of residence when the Organiser directs his commercial activities (such as advertisement) regarding the Contracted Trip to the Country of residence of that consumer, unless the services are not provided, partially or entirely, in that country.

19.3 Jurisdiction

Only a Dutch court of law shall have jurisdiction, unless this conflicts with mandatory provisions of law.

19.4 Guarantee fund

The Organiser is a member of GGTO, a guarantee fund that offers the Traveller financial compensation in case of discontinuation of the Trip due to financial insolvency of package operators.