



STO Garant
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STO Garant

Guarantee scheme for travel packages, linked travel arrangements and/or individual travel services

Version 2.2, 4 December 2019

STO Garant provides travellers with compensation if a tour operator is unable to supply the travel service booked (in full and/or on time) due to financial insolvency. This guarantee scheme document sets out whether you can claim under the STO guarantee and, if you can, what you are entitled to.

In this document, we use the following terms:

<i>Certo</i>	Certo Escrow B.V., which has its registered office in Eindhoven (Netherlands), the payment service provider registered with De Nederlandsche Bank (DNB, the Dutch central bank), the Netherlands Authority for the Financial Markets (AFM) and Currence, implementing the escrow scheme used by STO Garant.
<i>Escrow Agreement</i>	the agreement between you, the Tour Operator and Certo on the basis of which the escrow scheme is implemented.
<i>Guarantee</i>	the guarantee that STO Garant provides to travellers.
<i>Guarantee Scheme</i>	this scheme.
<i>Travel Service</i>	a travel package agreement, linked travel arrangement or contract for one or more individual travel services entered into with you, as defined by the Dutch Civil Code (section 7:500 – 7:513d).
<i>Tour Operator</i>	the organisation from which you have purchased a Travel Service and that is a participant in the STO Garant scheme.
<i>Booking Amount</i>	the fee you pay or have paid for the Travel Service.
<i>Stichting Derdengelden Certo Escrow</i>	the foundation managed by Certo that keeps the Booking Amount in reserve for the escrow scheme.
<i>STO Garant</i>	Stichting Take Over, which has its registered office in Eindhoven (Netherlands).

The terms used in the original Dutch version of this Guarantee Scheme correspond with the legal definitions as specified in Title 7A of Book 7 of the Dutch Civil Code.

Article 1 – How does the Guarantee work?

- 1.1 The Guarantee is based on the escrow scheme in place between you, the Tour Operator and Certo. The escrow scheme is implemented by Certo using an escrow account under the name Stichting Derdengelden Certo Escrow. In short, the escrow scheme involves your Booking Amount being deposited with and held by Stichting Derdengelden Certo Escrow and the Tour Operator receiving the Booking Amount only after the Travel Service has come to an end. You will receive a confirmation email from STO Garant once your Booking Amount is being held in reserve.
- 1.2 In the event of the Tour Operator becoming financially insolvent, the Booking Amount deposited with and held by Stichting Derdengelden Certo Escrow will be released to STO



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Garant in accordance with the Escrow Agreement. STO Garant will then implement the Guarantee in accordance with this Guarantee Scheme.

Article 2 – When does the Guarantee apply?

- 2.1 You can make a claim under the Guarantee if your Tour Operator is unable to supply the Travel Service (in full and/or on time) due to financial insolvency. Financial insolvency exists if one of the following situations, among others, applies:
- a) an application for the liquidation of the Tour Operator has been made;
 - b) the Tour Operator or its shareholder takes the decision to file a winding-up petition or to apply for a provisional suspension of payment;
 - c) the Tour Operator's assets are seized under a warrant of execution and this is not revoked within four weeks;
 - d) a request for application of the procedures for the debt restructuring scheme is submitted for the Tour Operator.
- 2.2 The Guarantee applies for Travel Services in respect of which it is stated on the invoice that the Guarantee applies and in respect of which the Tour Operator does not act as a retailer, in accordance with art. 7:500 of the Dutch Civil Code.
- 2.3 The Guarantee only applies to Travel Services contracted on a date on which the Tour Operator was a participant in the STO Garant scheme.
- 2.4 In addition, the Guarantee only applies if you have received an email confirmation from STO Garant stating that your Booking Amount has been received and is being held in reserve by Stichting Derdengelden Certo Escrow before the start of your Travel Service.

Article 3 – What does the Guarantee involve?

- 3.1 If the Travel Service has not yet been benefited from, STO Garant will ensure that you receive back the Booking Amount already paid for the Travel Service, or that the Travel Service is still performed. STO Garant decides which of the two options shall apply.
- 3.2 STO Garant may offer you a replacement Travel Service, with an additional payment to be made or reimbursement to be received if the replacement Travel Service differs in price. You are free to turn this down, unless the replacement Travel Service will not lead to a significant change in respect of the Travel Service entered into by you.
- 3.3 If the Travel Service has already been partly benefited from, STO Garant will ensure that the remaining part of the Travel Service is still performed, or that the Booking Amount paid is reimbursed on a pro rata basis.
- 3.4 In the event of the Travel Service including passenger transport and the Guarantee is required by law to apply to the Travel Service, STO Garant will also arrange for repatriation to the starting point of the Travel Service and, if necessary, for accommodation pending repatriation and will pay for the costs thereof.
- 3.5 There shall be no entitlement to payment if another party has covered the loss/damage to which the Guarantee applies, or is obliged to cover it.
- 3.6 The Guarantee shall not serve to reimburse:
- a) monies not held in reserve by Stichting Derdengelden Certo Escrow;



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- b) vouchers and traveller's cheques that did not result in a Travel Service; and
- c) insurance premiums, policy fees, credit card costs, amendment fees, visa fees and similar costs that are not a part of the Booking Amount.

Article 4 – How do you claim under the Guarantee?

- 4.1 You must submit any claim under the Guarantee to STO Garant as soon as possible but in any case on the agreed end date of the Travel Service at the latest by sending an email to info@sto-garant.nl or telephoning +31 (0)85 130 29 43.
- 4.2 In order to make a claim under the Guarantee, you must send the following documents to STO Garant:
- a) the travel contract with the Tour Operator or the booking confirmation, and;
 - b) the invoice on which it is stated that the Guarantee applies, and;
 - c) proof of payment of the invoice (bank statement), and;
 - d) the email confirmation from STO Garant stating that your Booking Amount is being held in reserve, and;
 - e) in the case of passenger transport: a copy/photo of any travel documents, such as travel tickets and the like.
- 4.3 Your entitlement under the Guarantee shall expire if the claim is not submitted to STO Garant within the time limit and in the way described under paragraphs 4.1 and 4.2.
- 4.4 At STO Garant's request, you must provide all other information that could be important in determining STO Garant's rights and obligations and for performing the planned Travel Service or the alternative Travel Service as soon as possible.
- 4.5 If you do not submit a complete claim or do not sufficiently cooperate in providing the required supplementary information, even after you have been given a period of four weeks in which to comply, your entitlement to the rights derived from the Guarantee Scheme shall expire.
- 4.6 Any claim against STO Garant under the Guarantee Scheme is non-transferable and cannot be encumbered.

Article 5 – Concluding provisions

- 5.1 Your claims against the Tour Operator are passed by way of subrogation to STO Garant after STO Garant has performed the Travel Service (planned or alternative) or repatriation. You are obliged to cooperate in this at STO Garant's first request at the risk of forfeiting the Guarantee.
- 5.2 STO Garant shall at all times be entitled to make changes to the Guarantee Scheme. The changes shall apply to all Travel Services entered into after the new version of the Guarantee Scheme has been made available through STO Garant's website.
- 5.3 The Guarantee is governed by Dutch law, unless this is contrary to mandatory law.
- 5.4 Any disputes between you and STO Garant shall be brought before the Court of Oost-Brabant, the competent court for the region in 's-Hertogenbosch (Netherlands), unless this is contrary to mandatory law.