

Naturally we have some rules we have to oblige to, so Terms and Conditions always apply. For details please check Terms & Conditions. We made most effort to inform you properly. Empathy or any representative cannot and will not accept any liability for the use of any information.

By using our Website and services you agree that we will not be liable under any circumstances, including negligence, for any direct, indirect or consequential loss arising from your use of the information and material contained in our Website or from your access to the linked sites. We are also not liable nor responsible for any material provided by third parties with their own respective copyright and shall not under any circumstances, be liable for any loss, damages or injury arising from these materials. Our total liability (if any) for all damages, losses, costs and expenses under whatever cause of action, whether in contract, tort or otherwise will not exceed any amount paid by you for accessing our Website. ©copyrights

Please note our published conditions on this site and that for different activities additional conditions apply. For diving fe. the dive professional always has to meet the (PADI) dive standards.

### **General conditions** ***Your booking and payment***

- ï. The agreement is official for the participant(s) when you have completed the registration form and sent it to us by Internet.
- ï. Within seven days of receiving your invoice, you must transfer a down payment of 50% (minimum of € 40.00), or the complete amount.
- ï. We should receive the complete amount at the latest two months before the date of arrival. After receiving the down payment, Empathy-Law® will be bounded to your reservation.
- ï. In case you register less than two months before the date of arrival "date of delivery", we must receive the complete amount at one time.
- ï. If you think that the Empathy-Law® invoice is wrong, it is obligatory to report this to Empathy-Law®. We will then send a new invoice.
- ï. You can only do a booking for yourself. The person who books at Empathy-Law for a group is liable for the other registered persons. This means that the person booking the activity is responsible for reading the general conditions and all other information in the brochure and website carefully.
- ï. All costs of bank transfers of a booking have to be paid by the booker himself.

### ***Length, program, and modifications of the trip***

ï. It could be necessary to change the program in case of unforeseen circumstances such as mechanical problems, weather conditions, changed timetables, natural ramps/natural disasters, changes in local legislation concerning political conflicts and cancelled activities by specific suppliers.

It is not possible to cancel or replace the Empathy-Law.Com training when the character therefore has changed for reasons other than the normal cancellation conditions.

ï. The organizer reserves the right to change the original program, the daily agenda, hotel arrangements and transport.

ï. You will hear from us immediately if the date of departure changes. If we have to cancel the program to unforeseen circumstances, we will do our utmost to offer you a comparable program.

### ***Insurance***

It is obligatory that you take out travel accident insurance. We advise you to take out cancellation insurance as well.

## **Skills**

You must be in good health who is able to perform all standard skills. You have to meet the minimum (certification) requirements for your own safety and the safety of the other participants.

## **Protection**

It is solely your personal responsibility to have the right protective measurements and visa requirements. If a local organization requires wearing a special equipment, you find it indicated on our website.

## **You participate at your own risk**

Indeed: You participate at your own risk. You carry sole responsibility for having the right protection and for the condition of your equipment.

Empathy® does not accept any responsibility for damage - no matter what kind of damage - resulting from accidents. Empathy's liability for damage resulting from death or injury is limited or excluded by the valid international pacts.

Empathy® also does not accept liability for damage with any claim for compensation which rests on an insurance or government benefit.

## **Minimum and maximum number of participants**

If applicable the minimum and maximum number of participants is indicated on the website.

## **Modifications of your booking**

Contact us as soon as possible if you want to modify your booking. We will do our best to see what is possible. A modification fee might be charged: € 75 per modification.

If more than one modification is made at one time, the price remains the same.

*A cancellation is not a modification. Please see for that our rules of cancellation.*

## **Cancellation by Empathy-Law**

The minimum number of participants is indicated for each of the programs. If there are not enough participants, we will cancel the program. This is rare. In this case, we inform you four weeks before departure and we refund the money you have paid.

## **Cancellation by you**

We charge the following cancellation fees if you cancel participation in the activity:

Cancellations more than four months before arrival: we charge only a 25% reservation fee.

i., Cancellation from 120 (included) to 61 days before arrival: 50% of the amount;

ii., Cancellation from 60 (included) to 31 days before arrival: 75% of the amount;

iii., Cancellation from 30 (included) to 15 days before arrival: 85% of the amount;

iv., Cancellation from 14 (included) to the day of arrival: the complete amount.

You are required to submit your cancellation by e-mail.

You can decrease your risk under certain circumstances (illness, etc.) by taking out cancellation insurance.

## **The conditions**

When the conditions are bad, we may cancel a part of the program.

The good news is that we never cancel the whole program because there are other activities to undertake as well.

The costs of using public transport or of driving your own car during the trip are yours.

## Accommodation

We need a signed copy of the valid passport and visa of each individual who will stay in the foreign country. It is not allowed to host other people in the Accommodation. People occupying the accommodation will permit (after prior notice) the representative of the landlord to enter the accommodation for maintenance, monitoring and inspection with potential buyers. If the booked accommodation / hotel is not available, we reserve the right to offer you comparable accommodation.

## If you are dissatisfied with something during the program

Speak directly with your local guide. Do not wait until the program is over because there is nothing that can be done about it anymore.

## Special wishes

We try our utmost to comply with your special request.

Note: ofcourse for our own disputes we also use ADR: *Appropriate* (dispute) Resolutions to find a solution for the annoyances. We know sound-right respectful resolution / settlements with intermediate cultural capacities. In this we are renowned experts Guanxi!

Make informed consent decisions about the way you want to solve conflicts. We suggest that you make an appointment for an introduction interview with one of our lawyers. We advice you to bring every document on the case to this meeting. Of course we will handle these documents with care and confidentiality. You can also make copies of the documents and sent these in advance. In the intake we will give feedback by a clear observation of your case. We tell you what you can do and in what way we can help. This service provided by certified mediators and registered with the Dutch Mediator's office.

ADR	advantage	disadvantage
Mediation	keep control; own solution	no claim strategy
Complaint procedure	company keeps control	respect of employees
Arbitration	peer / expert resolution	out of control
trial	binding claim judgment	out of control
judicial settlement	judge compares positions	out of control
court annexed mediation	good reference	non-voluntary
med-arb	resolution if no mediation solution	non-voluntary solution