



General terms and conditions

Article 1. Introductory provisions

1. POMM ; the travel agent.
2. Traveler; the other party POMM (passenger or booking party).
3. Travel Agreement; the agreement whereby POMM undertakes to the other party to provide an offering him pre-arranged trip (day tour, multi-day tour, apartment, hotel, car rental and or roundtrip).

Article 2. Acceptance of travel contract

1. The agreement is established by acceptance by the passenger of the offer of POMM. The realization and acceptance of the agreement will empower via email by confirming the agreement. After payment, the traveler receives by mail a confirmation in the form of an invoice.
2. The range of POMM is free and, if necessary, be repealed. Withdrawal must as soon as possible but no later be made the next business day following acceptance giving reasons. Revocation is permitted to correct errors in the calculations.
3. The traveler will provide POMM appearance at the close of the Agreement, all information concerning himself and the registered traveler by him which may be of interest. He shall also provide details regarding the nature or composition of his notified group travelers that may be relevant for the proper execution of the trip by its partners.
4. The person who enters into a contract on behalf of or for the benefit of another person (the booking party) is severally liable for all obligations arising from the agreement. All traffic (including payments) between the traveler and POMM only through the notifier. Every traveler has his own share of the travel contract.
5. Manifestly errors and mistakes POMM not binding.
6. POMM is not responsible for general information in photos, brochures, adverts, websites and other media, prepared or published under the responsibility of third parties.



Article 3. Payment

1. At the conclusion of the agreement over the internet after the passenger must confirm the reservation POMM to transfer the full amount.
2. At the conclusion of the contract, a deposit of 20% to be paid the total agreed price (with a minimum of €250.- plus any payments in the tour contract included insurance premiums and costs. In exceptional cases, such as for example when flights apply a different (purchase) payment.
3. The remainder of the fare must be no later than six weeks before the day of departure paid. For late payment, the traveler is in default. This cancellation may result in which the cancellation fee will be charged to the traveler.
4. If the agreement is concluded within 6 weeks before the departure date, the entire sum by return must be met.
5. The traveler who does not pay on time, the outstanding amount of statutory interest. In addition, extrajudicial collection costs (15% of the claim) will be charged.

Article 4. Travel sum

1. The specified holiday price is in euros, fees and taxes as POMM were known at the time of compiling the trip. The published travel sums are per person unless otherwise stated.
2. As long as the entire sum is not met, POMM is entitled to 20 days before the day of departure, the fare increase associated with changes in the transport costs (including fuel costs), taxes, fees and exchange rates.
3. The traveler is entitled to reject an increase in the holiday price referred to in the previous paragraph. He must (subject to forfeiture) of this right within three working days of receiving notification of the increase.
4. If the traveler rejects the fare increase, POMM has the right to terminate the agreement. He POMM must (subject to forfeiture) within 7 days of receipt by the traveler the communication on the increase, making this right. In that case the traveler is entitled to remission or immediate restitution of monies paid from the relevant section in the agreement.



Article 5. Travel documents

1. The passenger upon departure and during the trip to be in possession of the required valid documents such as a passport and any required visas, proof of immunizations / vaccinations and (international) driving license (for self drive). The traveler must by POMM check for any given general information about this accuracy with bodies thereabouts able to provide conclusive. If it is not respected by the traveler asked for this and the traveler can therefore not, or not entirely make, the costs associated with all consequences borne by the traveler.
2. The traveler should be during the trip in the possession of an insurance policy in which at least the risk of hospital costs, medical expenses, funeral expenses and repatriation costs are covered in a reasonable manner.
3. POMM provide the necessary travel documents no later than 10 days before the day of departure in the possession of the passenger, subject to full payment of the trip took place.
4. If the traveler no later than 5 working days before departure have not received travel documents, he promptly inform POMM.

Article 6. Changes by the traveler and a substitution of parties

1. Until 28 days before departure may request the passenger changes in the agreement. These changes will be made to the extent possible. In a changed travel sum, the traveler must pay the revised price, less the amounts already paid, (direct). In addition to the actual cost of the change cost €25 per booking per change and any communication. Postponement of the date of departure or reduction of the number of paying passengers is treated as a (partial) cancellation which Article 7 applies.
2. In time for the start of the journey, the traveler may be replaced by another if the other person meets all is submitted to the agreement conditions and the application no later than 7 days before departure. The applicant, the traveler and the substitute are severally liable to POMM for payment of the outstanding part of the fare, in Article 6, paragraph 1, change and communication and any additional costs resulting from the substitution.

Article 7. Cancellation by the traveler

1. If a contract is canceled, the traveler is liable to pay cancellation charges in addition to any booking charges:

- a. Cancellation up to the 42th day (exclusive) before the departure: the deposit;
- b. Cancellation from the 42nd day (inclusive) until the 28th day (exclusive) before the departure: 35% of the fare;
- c. Cancellation from the 28th day (inclusive) until the 21th day (exclusive) before the departure: 50% of the fare;
- d. Cancellation from the 21st day (inclusive) until the 14th day (exclusive) before the departure: 75% of the fare;
- e. Cancellation from the 14th day (inclusive) until the 5th day (exclusive) before departure: 90% of the fare;
- f. Cancellation on the day of departure or later: the full amount.

2. If a trip is composed of several parts, which different cancellation provisions, each component is subject to the specific provisions applicable thereto. For example, at airline tickets, car rental, special services such as national parks and cultural or sporting events may be subject to a different cancellation scheme.

3. The cancellation of a contract by one or more travelers who jointly to stay in a hotel room, apartment, day tour, multi-day tour, car or other property have been made to the cancellation of all contracts, the amounts by all travelers referred to in the preceding members must be paid. For the remaining passengers the fare is determined again. This may have an additional cost as a result.

Article 8. Termination by POMM

1. POMM has the right to terminate the agreement due to significant circumstances. Weighty circumstances are circumstances which are such that further alignment of POMM the agreement can not reasonably be expected.

2. An agreement relating to limit coverage of the Emergency Travel Fund is a weighty circumstance.

3. If the cause of the cancellation is attributable to the traveler, the resulting injury on behalf of the traveler.

4. If the cause of the cancellation is attributable to POMM, here comes the resulting injury on behalf of POMM if this is the case is determined on the basis of Article 12.

5. If the cause of the cancellation neither the traveler nor attributable to POMM, each party shall bear their own damage. See Article 1.

Article 9. Changes by POMM

1. Due to local conditions of the well-traveled areas or other conditions related thereto, POMM reserves and or its partner (s) the right to make changes in the journey, for example in the itinerary, the travel schedule, place of arrival and departure , transport and accommodation, the timing and the order in which planned excursions are carried out, or even end the trip if this has already started. Under other circumstances, at any rate, the circumstances referred to in Article 10, paragraph 4 a and b. Changes in travel schedules due to persistent bad weather conditions also fall within the scope of this article. Changes in transport and accommodation may include concern the designation of another type of vehicle or type of accommodation and / or another carrier.

2. In case of modification does POMM and their partner (s) if possible, the traveler an alternative offer. The alternative offer must be at least equivalent.

3. POMM the agreement may also change a non-essential point due to grave circumstances. In that case the traveler can only reject the alteration if it places him at a disadvantage of more than negligible.

4.a. The traveler who exercises his right to reject the change or alternative offer under the previous paragraphs, it shall within three working days of receiving the notice on the change express. From 10 days before departure, the applicable term is 24 hours (one day).

4.b. In that case POMM has the right to terminate the contract with immediate effect. He must (subject to forfeiture) make use of this right within three working days of receiving notification of the rejection by the passenger. From 10 days before departure, the applicable term is 24 hours (one day). The passenger in that case be entitled to remission or refund of the fare (or, if the trip has already been partially enjoyed, to restitution of a proportionate part thereof) within 4 weeks.

5. If, after the departure of the traveler (s) is an important part of the services to which the contract relates is not granted or POMM perceives that he will be unable to provide a significant part of the services, POMM causes and their partner (s) is made for appropriate alternative arrangements for the continuation of the trip.



Article 10 - Liability and Force Majeure

1. Notwithstanding the provisions of Articles 8, 9 and 11 POMM required to implement the agreement as the passenger under the agreement can reasonably expect.
2. If the travel package fails to meet the expectations referred to in paragraph 1, the passenger is obliged to do so as soon as possible, notify the parties concerned as referred to in Article 12.
3. If the trip fails to meet expectations, POMM is referred to in paragraph 1 obliged to pay any damages, unless the failure is not attributable to him or his partner(s) in the performance or the person whose assistance he uses in the execution of the agreement, because:
 - a. the shortcoming in the execution of the agreement is attributable to the traveler; whether
 - b. the failure to implement the agreement could not be foreseen or could not be remedied and is attributable to a third party that is not in the delivery of the services included in the tour; whether
 - c. the failure to implement the agreement due to an event that POMM or the person whose assistance he uses in the execution of the contract, could not foresee or at all due diligence; whether
 - d. the failure to execution of the agreement due to force majeure as referred to in paragraph 4 of this Article.
4. POMM will not be liable in any event for any damages arising as a result of the following events:
 - a. war, threat of war, martial law, quarantine, riots, acts of sabotage, strikes, lockouts, crime, boycotts, shortage of goods, disruptions in communications, disturbances in transport, delays of public transport.
 - b. social disruption caused by natural disasters and serious accidents.
 - c. mistakes of others and the failure of third parties of their commitments when no others are employees of POMM or indirectly by POMM are involved in the execution of the agreement.
5. POMM liability for damages which offer the usual travel and cancellation insurance coverage is excluded. Nor POMM is liable for damages being written or unwritten international law are excluded under applicable.
6. The liability of POMM per traveler due to the death of the passenger and the emergence of physical or mental injury, will never be higher than the holiday price once per person.
7. The liability for all other damages will never be higher per traveler than 50% of the price per person.
8. POMM is not liable for loss or damage to baggage and travel documents.



Article 11 - Help and assistance

1. POMM is depending on the circumstances be obliged to the traveler support and assistance if the trip fails to meet the expectations that under the agreement could reasonably have.
2. If the trip fails to meet the expectations that might reasonably have a passenger under the agreement due to circumstances which neither the traveler nor POMM be attributed, each party will bear its own loss. For this POMM consists inter alia the additional deployment of manpower: the traveler this, inter alia, additional accommodation and repatriation costs.
3. The traveler is obliged to comply with all instructions of POMM and their partner (s) to promote the proper execution of the trip and is liable for damages caused by its unlawful conduct, to assess the measure of the behavior of a proper passenger.

Article 12 – Complaints

1. A shortcoming in the execution of the agreement must be reported as soon as possible to the relevant service so that it can find a suitable solution. If the deficiency is not resolved and affect the quality of the trip must be reported immediately to your local representative or, if unavailable, at POMM. The communication costs are reimbursed by POMM, unless it appears that it had good reason to be. Proof of costs incurred (notes) should be displayed. If it later turns out that the traveler has not complied with this notification requirement and POMM or his partner(s) not been made to rectify the shortcoming, can any law be excluded or limited to damages opportunity.
2. If a complaint is not satisfactorily resolved, it should be done within one month after the trip by e-mail or in writing and motivated to POMM. If the complaint is not the execution but to the realization of an agreement, it shall within one month of the traveler of the facts on which the complaint must be filed with POMM.
3. The traveler that he / she feels unwell or temporarily unable to participate in the program and the Meals section for other reasons, is not entitled to compensation for lost business.
4. All disputes between POMM and the traveler is governed by Dutch law.



Article 13 - Website

The information displayed on the website www.surinam.travel has been carefully compiled by POMM, but we can not guarantee the accuracy and completeness. Through the website is provided only information about various products and services offered by POMM. Changes can be made without prior notice.

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