

General Travel Terms and Conditions

Travel Disputes Committee - Package Travel Contracts (English translation)

Translation note: This English version is provided for information purposes. It is not a certified legal translation. In the event of any discrepancy, the original Dutch document should be consulted.

Article 1: Scope

These General Terms and Conditions apply to package travel contracts booked from 1 July 2018 onwards and are governed by the Act of 21 November 2017 on the sale of packages, linked travel arrangements and travel services.

Article 2: Information from the Organiser and Retailer Before Conclusion of the Package Travel Contract

2.1

Before the traveller is bound by a package travel contract, both the organiser and the retailer shall provide the traveller with the legally prescribed standard information and, insofar as applicable to the package, the following information:

- 1° The principal characteristics of the travel services:
 - a) the destination or destinations, itinerary and periods of stay, including the dates and number of nights;
 - b) the means of transport, their characteristics and categories, the places, dates and times of departure and return, the duration and location of stopovers and connections; if the exact time is not yet known, an approximate time shall be provided;
 - c) the location, principal characteristics and category of the accommodation according to the rules of the country of destination;
 - d) the meals provided;
 - e) the visits, excursions or other services included in the total price agreed for the package;
 - f) where it is not clear, whether the travel services will be provided to the traveller as a member of a group;
 - g) the language in which other tourist services will be provided, where applicable;
 - h) whether the trip is generally suitable for persons with reduced mobility;
- 2° the total price of the package and, where applicable, an indication of the type of additional costs that may be payable by the traveller;
- 3° the payment arrangements;
- 4° the minimum number of persons required for the package to take place and the deadline for possible cancellation if that number is not reached;
- 5° general information on passport and visa requirements in the country of destination, including the approximate time required to obtain a visa, and information on health formalities;
- 6° a statement that the traveller may terminate the contract against payment of a termination fee;
- 7° information on cancellation and/or assistance insurance.

2.2

The professional shall ensure that the correct standard information form is provided to the traveller.

2.3

The pre-contractual information provided to the traveller forms an integral part of the package travel contract. It may not be changed unless the parties agree otherwise.

Article 3: Information Provided by the Traveller

3.1

The person concluding the package travel contract must provide the organiser and retailer with all useful information about himself or herself and the accompanying travellers that may be relevant to the conclusion or performance of the contract.

3.2

If the traveller provides incorrect information and this results in additional costs for the organiser and/or retailer, those costs may be charged to the traveller.

Article 4: The Package Travel Contract

4.1

When the package travel contract is concluded, or within a reasonable period thereafter, the organiser or, where a retailer is involved, the retailer shall provide the traveller with a confirmation of the contract on a durable medium, such as an email, paper document or PDF. If the package travel contract is concluded in the simultaneous physical presence of the parties, the traveller is entitled to request a paper copy.

4.2

The package travel contract or its confirmation shall contain the full content of the agreement, including all information referred to in Article 2 and the following information:

- 1° any special requests of the traveller that the organiser has accepted;
- 2° a statement that the organiser is responsible for the proper performance of the package and has a duty to provide assistance;
- 3° the name and contact details of the entity responsible for insolvency protection;
- 4° the name, address, telephone number and email address of the organiser's local representative or another service to contact if the traveller experiences difficulties or wishes to complain about a possible lack of conformity;
- 5° the traveller's obligation to report any lack of conformity during the trip;
- 6° information enabling direct contact with an unaccompanied minor or the person responsible for the minor at the place of stay;
- 7° information on the internal complaint-handling procedure;
- 8° information on the Travel Disputes Committee and the EU online dispute resolution platform;
- 9° information on the traveller's right to transfer the contract.

4.3

In good time before the start of the package, the organiser shall provide the traveller with:

- 1° the necessary receipts;
- 2° vouchers and travel tickets;
- 3° information on the planned departure times and, where applicable, the check-in deadline and the scheduled times of stopovers, connections and arrival.

Article 5: The Price

5.1

After conclusion of the package travel contract, prices may be increased only if the contract expressly provides for this. In that case, the contract shall state how the price revision is calculated. Price increases are permitted only as a direct result of changes in:

- 1° the price of passenger transport resulting from increased fuel costs or the cost of other energy sources;
- 2° the level of taxes or fees on the travel services included in the contract, imposed by third parties not directly involved in the performance of the package, including tourist taxes and departure or arrival taxes at ports and

airports;

- 3° the exchange rates relevant to the package.

If a price increase is provided for, the traveller is also entitled to a price reduction where any of the costs listed above decrease.

5.2

If the increase exceeds 8% of the total price, the traveller may terminate the contract without paying a termination fee.

5.3

A price increase is possible only if the organiser notifies the traveller no later than twenty days before the start of the package, on a durable medium such as an email, paper document or PDF, stating the reasons for the increase and providing a calculation.

5.4

In the event of a price reduction, the organiser may deduct administrative costs from the refund due to the traveller. At the traveller's request, the organiser shall provide evidence of those costs.

Article 6: Payment of the Travel Price

6.1

Unless otherwise agreed, the traveller shall pay, upon conclusion of the package travel contract, a portion of the total travel price as a deposit, as specified in the special conditions.

6.2

Unless otherwise agreed in the package travel contract, the traveller shall pay the balance no later than one month before the departure date.

6.3

If, after prior notice of default, the traveller fails to pay the required deposit or travel price, the organiser and/or retailer shall be entitled to terminate the contract by operation of law, with the costs borne by the traveller.

Article 7: Transfer of the Package Travel Contract

7.1

The traveller may transfer the package travel contract to a person who satisfies all conditions applicable to the contract, provided that the traveller:

- 1° notifies the organiser and, where applicable, the retailer as soon as possible and no later than seven days before the start of the package, on a durable medium such as an email, paper document or PDF;
- 2° bears any additional costs resulting from the transfer.

7.2

The person transferring the package and the person taking over the contract are jointly and severally liable for payment of any outstanding amount and any additional fees resulting from the transfer. The organiser shall inform the transferor of the transfer costs.

Article 8: Other Changes Requested by the Traveller

Where the traveller requests another change, the organiser and/or the retailer that is able to accept the request may charge all costs caused by that change.

Article 9: Changes by the Organiser Before Departure

9.1

The organiser may not unilaterally change the terms of the package travel contract, other than the price, before the start of the package unless:

- 1° the organiser has reserved this right in the contract;
- 2° the change is insignificant;
- 3° the organiser informs the traveller of the change on a durable medium, such as an email, paper document or PDF.

9.2

If, before the start of the package, the organiser is compelled to make a substantial change to one of the main characteristics of the travel services, cannot meet the traveller's confirmed special requests, or proposes to increase the price of the package by more than 8%, the organiser must inform the traveller and advise the traveller of:

- 1° the proposed changes and their effect on the price of the package;
- 2° the possibility of terminating the contract without charge unless the proposed changes are accepted;
- 3° the period within which the traveller must inform the organiser of the decision;
- 4° the fact that, if the proposed change is not expressly accepted within the stated period, the contract will be automatically terminated;
- 5° where applicable, the proposed replacement package and its price.

9.3

If changes to the package travel contract or the replacement package result in lower quality or lower costs, the traveller is entitled to an appropriate price reduction.

9.4

If the package travel contract is terminated under Article 9.2 and the traveller does not accept a replacement package, the organiser shall refund all amounts paid no later than fourteen days after termination.

Article 10: Termination by the Organiser Before Departure

10.1

The organiser may terminate the package travel contract:

- 1° if the number of persons enrolled for the package is below the minimum number stated in the contract and the organiser notifies the traveller within the period specified in the contract, but no later than:
 - a) twenty days before the start of the package for trips lasting more than six days;
 - b) seven days before the start of the package for trips lasting between two and six days;
 - c) 48 hours before the start of the package for trips lasting less than two days;
- 2° if the organiser is unable to perform the contract because of unavoidable and extraordinary circumstances and notifies the traveller before the start of the package that the contract is being terminated.

10.2

In these cases, the organiser shall refund all amounts received from the traveller for the package, without owing additional compensation.

Article 11: Termination by the Traveller

11.1

The traveller may terminate the package travel contract at any time before the start of the package. In the event of termination, the traveller may be required to pay a termination fee to the organiser. The package travel contract may set standardised termination fees based on the time of cancellation before the start of the package and the expected cost savings and income from alternative use of the travel services. If no standardised termination fees are set, the fee shall equal the price of the package less the cost savings and income from alternative use of the travel services.

11.2

The traveller may nevertheless terminate the package travel contract without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination and significantly affect the performance of the package or the carriage of passengers to the destination. In that case, the traveller is entitled to a full refund of all amounts paid for the package but is not entitled to additional compensation.

11.3

The organiser shall refund all amounts paid by or on behalf of the traveller, less the termination fee, no later than fourteen days after termination.

Article 12: Lack of Conformity During the Trip

12.1

The traveller shall notify the organiser without delay of any lack of conformity identified during the performance of a travel service included in the package travel contract.

12.2

If a travel service is not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity unless this is impossible or entails disproportionate costs, taking account of the extent of the lack of conformity and the value of the travel services concerned. If the organiser does not remedy the lack of conformity, the traveller is entitled to a price reduction or compensation in accordance with Article 15.

12.3

If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so and request reimbursement of the necessary expenses. No period need be set if the organiser refuses to remedy the lack of conformity or if an immediate solution is required.

12.4

If a significant proportion of the travel services cannot be provided, the organiser shall offer, at no additional cost to the traveller, alternative arrangements of equivalent or higher quality where possible. If the proposed arrangements result in a package of lower quality, the organiser shall grant an appropriate price reduction. The traveller may reject the proposed arrangements only if they are not comparable with what was agreed in the package travel contract or if the price reduction is inadequate.

12.5

If the lack of conformity substantially affects performance of the package and the organiser has not remedied it within a reasonable period set by the traveller, the traveller may terminate the contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation. If the package includes passenger transport, the organiser shall also provide for repatriation. If no alternative arrangements can be proposed or the traveller rejects them, the traveller is entitled, where appropriate and even without terminating the contract, to a price reduction and/or compensation.

12.6

If, because of unavoidable and extraordinary circumstances, the traveller's return cannot be ensured as agreed in the package travel contract, the organiser shall bear the cost of necessary accommodation for no more than three nights per traveller.

12.7

The limit referred to in Article 12.6 does not apply to persons with reduced mobility, persons accompanying them, pregnant women, unaccompanied minors or persons requiring specific medical assistance, provided that the organiser was informed of their particular needs at least 48 hours before the start of the package.

12.8

The organiser may not invoke unavoidable and extraordinary circumstances to limit liability if the relevant carrier is not entitled to rely on such circumstances under applicable Union law.

12.9

The traveller may address messages, requests or complaints regarding performance of the package directly to the retailer from whom the package was purchased. The retailer shall forward them to the organiser without delay.

Article 13: Liability of the Traveller

The traveller is liable for damage suffered by the organiser and/or retailer, their employees and/or representatives as a result of the traveller's fault or failure to comply with contractual obligations.

Article 14: Liability of the Organiser and the Professional

14.1

The organiser is liable for performance of the travel services included in the package travel contract, irrespective of whether those services are provided by the organiser or by other travel service providers.

14.2

Where the organiser is established outside the European Economic Area, the obligations imposed on organisers apply to the retailer established in a Member State unless the retailer proves that the organiser complies with the conditions laid down by the Act of 21 November 2017.

Article 15: Price Reduction and Compensation

15.1

The traveller is entitled to an appropriate price reduction for every period during which there was a lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

15.2

The traveller is entitled to appropriate compensation from the organiser for all damage suffered as a result of a lack of conformity. Compensation shall be paid without delay.

15.3

The traveller is not entitled to compensation if the organiser proves that the lack of conformity is attributable to the traveller; attributable to a third party unconnected with performance of the travel services and could not have been foreseen or prevented; or due to unavoidable and extraordinary circumstances.

Article 16: Duty to Provide Assistance

16.1

The organiser shall provide appropriate assistance without delay to a traveller in difficulty, in particular by providing useful information on medical services, local authorities and consular assistance, and by helping the traveller to use distance communications and find alternative travel arrangements.

16.2

If the difficulty was caused intentionally or through the traveller's negligence, the organiser may charge a fee for the assistance. The fee shall not exceed the actual costs incurred by the organiser.

Article 17: Complaints Procedure

17.1

If the traveller has a complaint before departure, the complaint must be reported to the organiser or retailer as soon as possible in a verifiable manner.

17.2

Complaints arising during performance of the package travel contract must be reported locally to the organiser or retailer as soon as possible, in an appropriate and verifiable manner, so that a solution can be sought.

17.3

If a complaint was not satisfactorily resolved locally, or if it was impossible to submit it locally, the traveller must submit the complaint to the organiser or retailer without delay after the end of the package travel contract, in a verifiable manner.

Article 18: Conciliation Procedure

18.1

In the event of a dispute, the parties must first seek an amicable settlement between themselves.

18.2

If this attempt fails, either party may ask the non-profit Travel Disputes Committee to initiate a conciliation procedure. All parties must consent.

18.3

The secretariat shall provide the parties with the conciliation rules and a "conciliation agreement".

18.4

In accordance with the procedure described in the rules, an impartial conciliator shall contact the parties with a view to achieving a fair settlement.

18.5

Any agreement reached shall be recorded in a binding written agreement.

Article 19: Arbitration or Court Proceedings

19.1

If no conciliation procedure is initiated, or if it fails, the claimant may choose to initiate arbitration proceedings before the Travel Disputes Committee or bring proceedings before the courts.

19.2

The traveller can never be required to accept the jurisdiction of the Travel Disputes Committee, whether as claimant or respondent.

19.3

An organiser or retailer acting as respondent may refuse arbitration only if the amount claimed exceeds EUR 1,250. The organiser or retailer has ten calendar days after receipt of the registered letter or email with acknowledgement of receipt stating that a case with a claim of EUR 1,251 or more has been opened by the Travel Disputes Committee.

19.4

The arbitration procedure is governed by dispute rules and may be initiated only after a complaint has been submitted to the undertaking itself and it has been established that the dispute could not be settled amicably, or four months have elapsed after the actual or scheduled end of the trip or, where applicable, the service giving rise to the dispute. Disputes relating to physical injury may be settled only by the courts.

19.5

In accordance with the dispute rules, the jointly constituted arbitration panel shall issue a binding and final decision on the travel dispute. No appeal is possible.

Secretariat of the Travel Disputes Committee

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