

General Travel Terms and Conditions of the Travel Disputes Committee for Package Travel Contracts

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 stand-alone travel services.

Article 2: Information from the organiser and retailer prior to conclusion of the package travel contract

2.1

Both the organiser and the retailer shall provide the traveller, before he is bound by a package travel contract, with the legally prescribed standard information as well as, insofar as applicable to the travel package:

1. the principal characteristics of the travel services:
 - a) the destination(s), route and periods of stay, including the dates and the 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 precise time is not yet known, the approximate time shall be provided;
 - c) the location, principal characteristics and category of 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 travel package;
 - f) where this is not clear, clarification of whether the travel services are provided to the traveller as a member of a group;
 - g) the language in which any other tourism services are provided; h) whether the travel is generally suitable for persons with reduced mobility;
2. the total price of the travel package and, where applicable, an indication of the type of additional costs that might be payable by the traveller;
3. the payment methods;
4. the minimum number of persons needed for the performance of the package and the deadline for possible cancellation of the contract if this number is not attained;
5. general information on passport and visa requirements in the country of destination, including the approximate time needed to obtain a visa and information on health formalities;
6. a statement to the effect that the traveller may cancel the contract against payment of a termination fee;
7. information regarding cancellation and/or assistance insurance.

2.2

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

2.3

The pre-contractual information provided to the traveller shall form an integral part of the package travel contract. It may not be modified except by mutual agreement of the parties.

Article 3: information provided by the traveller

3.1

The person who concludes the package travel contract must provide the organiser and the retailer with all useful information about himself and his fellow travellers that might be important when concluding or implementing the contract.

3.2

If the traveller provides incorrect information and the organiser and/or retailer incurs extra costs as a result, these costs may be charged.

Article 4: the package travel contract

4.1

When concluding the package travel contract or within a reasonable period of time, the organiser or, if a retailer is involved, the latter, shall provide the traveller with confirmation of the contract via a durable medium, such as e-mail, a paper document or a PDF.

In the event that the package travel contract is concluded in the simultaneous physical presence of the parties, the traveller is entitled to request a printed copy.

4.2

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

1. any special wishes on the traveller's part to which the organiser has consented;
2. that the organiser is responsible for the proper performance of the package and has a duty of assistance;
3. the name and contact details of the body responsible for insolvency protection;
4. the name, address, telephone number and e-mail address of the organiser's local representative or of another service in the event that the traveller should experience difficulties or wishes to complain about possible lack of conformity;
5. the traveller's obligation to report any lack of conformity during the journey;
6. information enabling direct contact to be made with an unaccompanied minor or with the person responsible for him at his place of residence;
7. information on the internal complaints procedure;
8. information on the Travel Disputes Committee ('Geschillencommissie Reizen') and the EU online dispute resolution platform;
9. information on the passenger's right to transfer his contract.

4.3

The organiser shall provide the traveller with the following in good time prior to the start of the package:

1. the necessary receipts;
2. vouchers and tickets;
3. information on planned departure times and, where applicable, check-in deadlines and scheduled transfer, connection and arrival times.

Article 5: The price

5.1

Once the package travel contract has been concluded, prices can may only be increased if expressly provided for in the contract. In that case, the package travel contract shall specify how any such price revision is to be calculated. Price increases are only permitted if they result directly from changes to:

1. the price of passenger transport due to the increased cost of fuel or other energy sources; or
2. the level of taxes or fees payable on the travel services covered by the contract and which are levied by third parties not directly involved in the performance of the package, including tourist taxes and airport or port departure or arrival taxes; or
3. exchange rates relevant to the travel package. If a price increase is provided for, the traveller shall also be entitled to a price reduction in the event of a fall in any of the costs listed above.

5.2

If the increase exceeds 8% of the total price, the traveller may terminate the contract without being required to pay a termination fee.

5.3

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

5.4

In the event of a price reduction, the organiser has the right to deduct administrative costs from the refund payable to the traveller. The organiser will provide an explanation of these costs on the traveller's request.

Article 6: Payment of the total price

6.1

Unless agreed otherwise, the traveller shall pay part of the total price, as specified in the Special Terms and Conditions, as a deposit.

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, having been put on notice, the traveller fails to pay the advance or the balance owing, the organiser and/or retailer shall lawfully be entitled to terminate the contract with the traveller, with the costs to be borne by the traveller.

Article 7: Transferability of the package travel contract

7.1

The traveller may transfer the package travel contract to a person who meets all the conditions applying to that contract, provided that he:

1. notifies the organiser and, where applicable, the retailer, in this regard as soon as possible and no fewer than seven days before the start of the package via a durable medium, such as e-mail, a paper document or a PDF; and
2. bears any additional costs incurred as a result of the transfer.

7.2

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

Article 8: Other changes by the traveller

If the traveller requests another change, the organiser and/or the retailer who can consent to this may charge the traveller all costs incurred as a result.

Article 9: Change by the organiser before departure

9.1

The organiser may not unilaterally alter the terms of the package travel contract, with the exception of price changes, prior to the start of the travel package, unless:

1. the organiser has reserved the right to do so in the contract; and
2. the alteration is negligible; and
3. the organiser notifies the traveller to this effect via a durable medium, such as e-mail, a paper document or a PDF.

9.2

If, before the travel commences, the organiser feels obliged to fundamentally alter one of the principal characteristics of the travel services or is unable to meet the confirmed special wishes of the traveller, or proposes to increase the price of the travel package by more than 8%, the organiser must notify the traveller of this and inform him of:

1. the proposed changes and their impact on the price of the travel package;
2. the possibility of terminating the contract free of charge, unless he accepts the proposed changes;

3. the period within which he must inform the organiser of his decision; 4. the fact that if he does not explicitly accept the proposed change within the specified period, the contract shall be automatically terminated; and 5. where appropriate, of the proposed replacement travel package and its price.

9.3

If the changes to the package travel contract or the replacement travel package result in a reduction in the quality or costs of the travel package, the traveller shall be entitled to a corresponding reduction in price.

9.4

If the package travel contract is terminated pursuant to Article 9.2 and the traveller does not accept a replacement travel package, the organiser shall return to the traveller all amounts paid, no later than fourteen days after the contract has been terminated.

Article 10: Cancellation by the organiser before departure

10.1

The organiser may cancel the package travel contract:

1. if the number of persons registered for the travel package is less than the minimum number specified in the contract and the traveller has been informed by the organiser of the termination of the contract within the period specified in the contract, but no later than:
 - a) twenty days before the start of the package in the case of trips longer than six days;
 - b) seven days before the start of the package in the case of trips lasting two to six days;
 - c) 48 hours before the start of the package in the case of trips of less than two days; or
2. if it is unable to perform the contract due to unavoidable and extraordinary circumstances and it notifies the traveller prior to the start of the package of the cancellation of the contract.

10.2

In such cases, the organiser shall refund the traveller for all sums received in respect of the travel package, with no additional compensation payable.

Article 11: Cancellation by the traveller

11.1

The traveller can cancel the package travel contract at any time before the start of the package. In the event of cancellation, the traveller may be required to pay the organiser a termination fee.

Standardised termination fees may be set in the package travel contract based on the time of cancellation relative to the start of the package and the anticipated cost-saving and income from alternative use of the travel services.

If no standardised termination fees have been set, the amount of the termination fee shall correspond with the price of the package less the cost-savings and income from alternative use of the travel services.

11.2

The traveller has the right, however, to cancel the package travel contract without having to pay a termination fee if unavoidable and extraordinary circumstances arise at the place of destination, which have a significant impact on the performance of the package or which have a significant impact on the carriage of the travellers to the place of destination. In the event of termination of the package travel contract pursuant to this Article, the traveller shall be entitled to a full refund of all sums paid in respect of the package, but shall not be entitled to claim any additional compensation.

11.3

The organiser shall refund all sums paid by or on behalf of the traveller within fourteen days at the latest, minus the termination fee.

Article 12: Lack of conformity during the trip

12.1

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

12.2

If one of the travel services is not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

1. is impossible; or
2. entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser does not remedy the lack of conformity, the traveller shall be entitled to a price reduction or compensation for damages 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 himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

12.4

Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no extra cost to the traveller, alternative arrangements of, where possible, equivalent or higher quality. Where the proposed alternative arrangements result in a package of lower quality, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

12.5

Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation for damages. Where the package includes passenger carriage, the organiser shall also provide for the repatriation of the traveller.

If no other arrangements can be proposed or the traveller rejects the proposed alternative arrangements, the traveller shall be entitled where appropriate, even without termination of the package travel contract, to a price reduction and/or compensation for damages.

12.6

As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, for a period not exceeding three nights per traveller.

12.7

The limitation of costs referred to under 12.6 shall not apply to persons with reduced mobility, any person accompanying them, pregnant women, unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified 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 the liability if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

12.9

The traveller may address messages, requests or complaints regarding the performance of the package directly to the retailer from which he purchased the package. The retailer shall pass on these messages, requests or complaints to the organiser without delay.

Article 13: Liability of the traveller

The traveller shall be liable for any damages incurred by the organiser and/or retailer, their appointees and/or representatives where he is at fault, or if he has failed to meet his contractual obligations.

Article 14: Liability of the organiser and the professional

14.1

The organiser shall be liable for the performance of the travel services included in the package travel contract, regardless 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 retailer established in a Member State shall be subject to the obligations laid down for organisers, unless the retailer provides evidence that the organiser complies with the provisions of the Act of 21 November 2017.

Article 15: Price reduction and compensation

15.1

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

15.2

The traveller shall be entitled to receive appropriate compensation from the organiser for any damages which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

15.3

The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:

1. attributable to the traveller;
2. attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or 3. due to unavoidable and extraordinary circumstances.

Article 16: Obligation to provide assistance

16.1

The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, in particular by:

1. providing appropriate information on health services, local authorities and consular assistance; and
2. assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

16.2

The organiser shall be able to charge a fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

Article 17: Complaint procedure

17.1

If the traveller has a complaint prior to departure, he must report it as soon as possible to the organiser or the retailer in a substantiated manner.

17.2

The traveller must report any complaints during the performance of the package as quickly as possible locally, in an appropriate and substantiated manner to the organiser or retailer, to allow a solution to be sought.

17.3

If a complaint was not satisfactorily resolved locally or if it was not possible for the traveller to file a complaint locally, the traveller must submit a complaint to the organiser or retailer in a substantiated manner after the end of the package travel contact without delay.

Article 18: Conciliation procedure

18.1

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

18.2

If an amicable settlement cannot be reached, either party may request the Travel Disputes Committee ('vzw Geschillencommissie Reizen') to initiate a conciliation procedure. All parties must consent to this.

18.3

The secretariat will provide the parties with a copy of the conciliation rules and a 'conciliation contract' to this end.

18.4

In accordance with the procedure set out in the rules, an impartial mediator will then contact the parties with a view to seeking a fair settlement between them.

18.5

If such an agreement is reached, it shall be set out in a binding written

contract. Article 19: Arbitration or court

19.1

If no conciliation procedure is commenced or if such a procedure fails, the claimant may, if he so wishes, institute arbitration proceedings before the Travel Disputes Committee or take the matter to court.

19.2

Under no circumstances can the traveller be obliged to accept the authority of the Travel Disputes Committee, either as claimant or as respondent.

19.3

Where the organiser or retailer is the respondent, he may only refuse arbitration if the amount demanded by the claimant is more than 2 500 euros. He has a period of 10 calendar days of receiving the registered letter or e-mail with acknowledgement of receipt in which it is indicated that a file with a claim for 2 501 euros or more has been opened at the Travel Disputes Committee

19.4

This arbitration procedure is governed by a set of dispute rules and can only be initiated after a complaint has been submitted to the company itself as soon as it has been established that the dispute could not be settled amicably or as soon as four months have elapsed since the (planned) end of the trip (or, where applicable, the provision of the service giving rise to the dispute). Disputes relating to physical injury can only be settled by the courts.

19.5

In accordance with the dispute rules, the ruling of the jointly composed arbitration tribunal shall be binding and final. No appeal is possible against this ruling.

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