

General Terms and Conditions of the Travel Disputes Committee for Linked Travel Arrangements.

Article 1: Scope of application

These general terms and conditions apply to sales of travel services from 1 July 2018 as defined by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Article 2: Definition

Linked travel arrangement means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

- (a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by the traveller, or
- (b) in a targeted manner, the purchase of at least one additional travel service from another trader where a contract with such other trader is concluded no later than 24 hours after the confirmation of the booking of the first travel service.

Article 3: Information to the traveller before the conclusion of the related travel service.

The trader facilitating the provision of related travel services shall provide the traveller with the legally required standard information and the following information:

1. That the traveller has not concluded a package travel and that each service provider shall be solely responsible for the proper contractual performance of his services
2. That the traveller will benefit from insolvency protection.

Article 4: Consequences of non-compliance with the obligation to provide information.

When the trader facilitating the related travel services has failed to provide the correct information, the rights and obligations relating to package travel shall apply except for those concerning changes in the price and changes in the other terms of the package travel.

Article 5: Information by the traveller

5.1

The person who concludes the related travel service must provide the traders with all useful information that may be important for concluding or performing the contract.

5.2

If the traveller provides incorrect information which results in additional costs for the traders, these costs may be charged to him.

Article 6: Insolvency

Traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement, is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of the passengers, the security shall also cover the repatriation of the passengers.

Article 7: Liability for booking errors

7.1

The trader is responsible for any error:

- due to technical defects in the booking system which are attributable to him
- made during the booking process, if he has agreed to arrange the booking of travel services which are part of linked travel arrangements.

7.2

A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by exceptional and unavoidable circumstances.

Article 8: Complaint handling procedure

The trader shall provide the traveller with information about the internal complaint handling procedure.

Article 9: Conciliation procedure

9.1

In the event of a dispute, the parties shall first try to arrive at an amicable settlement between them.

9.2

If this attempt at amicable settlement is unsuccessful, then each of the parties involved can contact the secretariat of the non-profit association Commission de Litiges Voyages (Travel Disputes Committee) to initiate a conciliation proceeding. All of the parties must consent to this.

9.3

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

9.4

In accordance with the procedure described in the rules, an impartial conciliator shall contact the parties to pursue an equitable conciliation between them.

9.5

The agreement, if reached, will be recorded in a binding agreement between the parties.

Article 10: Arbitration or Court

10.1

If no conciliation proceeding is initiated or if it fails, the claimant can, if desired, start an arbitration proceeding before the Travel Disputes Committee or commence a proceeding before the court.

10.2

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

10.3

The trader who is the defendant can only refuse the arbitration proceeding if the amounts claimed exceeds 1 250 euros. He has a period of 10 calendar days after receipt of the registered letter or e-mail with proof of receipt in which it is indicated that a file with a claim as of 1251 euros was opened at the Travel Disputes Committee.

10.4

This arbitration proceeding is governed by arbitration rules and can only be initiated after the submission of a complaint to the company itself and as soon as it is established that the dispute could not be amicably resolved or as soon as 4 months have passed after the (anticipated) end of the trip (or possibly as of the action that gave rise to the dispute). Disputes relating to physical injuries can only be settled by the courts.

10.5

The arbitration board, composed of equal representation, pronounces its decision, in accordance with the arbitration rules, in a binding and definitive manner on the travel dispute. No appeal against the decision is possible.

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