

# General Terms and Conditions of the Travel Disputes Committee for the Sale of Travel Services

## 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: Information to the traveller before the sale of the travel service.

An organiser or retailer who separately sells a travel service as an intermediary shall provide the traveller with the following information:

1. the main characteristics of the travel service
2. the identity of the company (enterprise number, trade name, address, telephone number)
3. the total price of the travel service
4. terms of payment
5. information about the internal complaints procedure
6. the protection it enjoys in the event of insolvency
7. the name of entity that handles this protection and its contact details.

## Article 3: Information by the traveller

### 3.1

The person concluding the contract for the travel service must provide the organiser or retailer with all useful information that may be important for concluding or performing the contract.

### 3.2

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

## Article 4: Insolvency

### 4.1

An organiser or retailer who separately sells a travel service as an intermediary shall provide security for the refund of all payments he receives from travellers insofar as a travel service which is part of a linked travel arrangement.

### 4.2

For travel services that have not been performed, refunds are made without delay after the traveller has applied for them.

#### Article 5: Complaint handling procedure

The organiser or retailer shall provide the traveller with information about the internal complaint handling procedure.

#### Article 6: Conciliation procedure

##### 6.1

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

##### 6.2

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.

##### 6.3

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

##### 6.4

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

##### 6.5

Any agreement reached will be laid down in a binding written agreement.

#### Article 7: Arbitration or Court

##### 7.1

If no conciliation proceeding 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.

##### 7.2

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

##### 7.3

The organiser or retailer who is the respondent 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.

#### 7.4

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.

#### 7.5

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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