



SPECIAL TRAVEL CONDITIONS CARACTÈRE for package holidays and travel service agreements.

Scope

These special conditions are a supplement to the General Conditions of the Geschillencommissie Reizen vzw and form part of the travel conditions applicable to your contract. Depending on the nature of the service(s) booked, the parties are bound by either a package travel agreement or a travel service agreement.

If you make a booking with Caractère, this means that you agree to Caractère's terms and conditions. It is therefore important that you read these conditions carefully before booking. In addition to the special conditions, Caractère assumes that you are familiar with the General Travel Conditions of the Travel Disputes Committee, the conditions of the transport company, the conditions of the insurance company, the conditions of the car rental company and other additional options if they apply to your booking. In addition, Caractère assumes that you have read the travel information on the website.

Offer - promotion:

The information on the website was drawn up in good faith according to the information and conditions available at the time of editing. The maps shown on the Caractère website were produced in collaboration with Google Maps. The photographs shown on the website have been provided by the accommodation providers, local tourist offices and some (professional) photographers. The photos shown with the accommodations serve only to give an impression. As not every flat, villa or hotel room is the same, the accommodation obtained on site may differ from the photograph or description. Caractère cannot be held liable for obvious printing errors and reserves the right to amend this information.

The travel programme, promotions and offers apply until capacities are exhausted. After exhaustion of quotas, prices are "on request".

Our prices may fluctuate depending on hotel occupancy and are valid for a limited number of rooms only. Benefits and discounts are NOT valid on variable prices unless otherwise stated on the offer. Prices communicated by telephone by our booking centre are always subject to change. Only the price confirmed to the traveller via a durable data carrier such as an e-mail, a paper document or a pdf is applicable.

Caractère reserves the right to correct material errors or make insignificant changes that appear in the pre-contractual information and/or the contract.

You, the customer, accept that Caractère may make changes to the (package holiday) contract.

If Caractère intends to make such an insignificant change, it will inform you. Any errors in an advertisement or any other publication will be corrected on the Caractère website, so that you can always find the most up-to-date and correct information.

Revocation

Our offer is non-binding and, if necessary, can be revoked by us even after your acceptance of the offer and possible confirmation. With our revocation, the booking agreement ends automatically and immediately and you can no longer make any claims on it. In the event of

revocation, you are only entitled to an immediate refund of any payments made. A cancellation must be made by us as soon as possible, but in any case within 24 hours (travel to Europe and the Mediterranean countries) or within 48 hours (travel to other destinations) after the day of acceptance by the traveller, stating the reasons. If the deadline ends on a Sunday or public holiday, the deadline is extended to the next working day. See section 'cancellation' for your option to revoke the confirmed trip.

Target group

Caractère offers its holidays and services online and offline to consumers and other end customers. Our offers are expressly not intended to be resold. If we notice that a booking contravenes this principle, Caractère reserves the right to cancel the booking immediately and recover the costs involved.

Price:

Published prices are per person in euros unless otherwise stated.

Supplements apply per person and per corresponding period, unless otherwise stated. The prices given on the website and in the offer are determined by supply and demand and are therefore subject to price fluctuations. The price indicated in the calculation is therefore the price that is valid if a reservation is actually made at that time. The prices are calculated on the basis of taxes and duties, in comparison with the situation on the date of the offer for sale. The price agreed in the contract is fixed, including all the services, taxes and duties mentioned (except for those that can only be paid by the traveller on site (e.g. tourist tax), subject to obvious material error and the possibility of price adjustments. In case of manifest material error, the price may be corrected after booking and/or confirmation.

Charges and taxes

Increases or decreases in duties and/or taxes after this date will be added to or deducted from the fare net respectively.

Flights

The fare for air travel is calculated according to the fare on the day of booking including fuel surcharges known at that time. After the ticket is issued, the price remains unchanged.

Not included

The price does not include non-included drinks, any optional meals, mini-bar in the hotel room, road vignettes, boat trips, shows, entrance fees and optional excursions, any tourist taxes, travel and cancellation insurance, tips, travel pass, visa, vaccinations or other formalities, unless otherwise stated. Costs for special assistance or resulting from force majeure or unforeseeable or unavoidable events: delays in transport due to bad weather conditions or traffic problems, breakdowns, strikes, wars, changes in flight and itinerary schedules or means of transport.

Supplements

- **Hotel(s):**

In some cases, the third (and fourth) bed must be paid for on site. This is always clearly stated on the written confirmation of your reservation.

- **Rental car:**



Always check your rental contract carefully on site for any supplements before signing. Common supplements are insurance, second driver, special equipment, pick-up and drop-off costs. In general, supplements are very high when the hire car is dropped off in a country other than the country of pick-up.

Best price guarantee

Our best price guarantee is available per online booking. To qualify for our best price guarantee and the associated sorry voucher, the competitor's rate must:

1. apply to the same hotel, the same dates, the same room type (including the same number and size of beds), the same number of guests and include the same amenities
2. be subject to the same booking and cancellation conditions

The following are not eligible for our best price guarantee and the sorry voucher:

1. Rooms booked through unauthorised travel agents or purchased through a resale site (e.g., 'auction sites' or 'mystery hotel sites', where the hotel is only revealed after booking), or promotional rates offered through a third party
2. Specially negotiated rates such as staff or corporate rates
3. If the lower price is obtained via a temporary promotion, promo code, cashback, coupon, voucher or member discount
4. Cancelled bookings
5. Special rates as part of a package
6. Rates listed on websites that do not process bookings or accept payments (e.g., websites that link to a third party's website)
7. Lower rates resulting from a hotel error

Our best price guarantee applies per online booking (not per night). This includes bookings within a consecutive date range. Subsequent nights booked on top of the original booking will not result in the issuance of loyalty money. We will issue up to 3 sorry vouchers per person per year.

We reserve the right to have 48 hours to adjust and update hotel prices when the price is shown lower, and therefore no additional price comparisons can be submitted by the same person within this timeframe.

We reserve the right to refuse price comparisons if we believe they are not submitted in good faith (e.g., without the intention to book with Caractère).

The sorry voucher can only be used for a future booking and will never be paid out in cash.

Reflection period

The legal right of cancellation does not apply to trips to be purchased from Caractère, as these are services relating to accommodation and transport, to be provided on a specific date or during a specific period. However, you can cancel your trip according to the cancellation conditions in force.

Benefits and discounts:

In certain cases, the child sharing the room with only 1 full payer can also enjoy a discount. However, this discount cannot always be applied to a couple with 2 children or for multiple rooms. Discounts for seniors always apply to 2 persons in a double room, even if the 2nd person has not yet reached the preset age (unless otherwise stated). Discounts must be requested when booking, otherwise they cannot be taken into account.

Security deposit on site:

On arrival, the hotelier/landlord/service provider may ask

you for either a copy of your credit card or a deposit (cash or credit card).

Payment of the fare:

The advance payment referred to in Art. 6 of the General Conditions of the Travel Disputes Committee for package holidays amounts to 30% of the total travel sum and 50% of the total travel sum), in case you are entitled to an early booking discount, with a minimum of € 250 per person, limited to the travel sum. In case of a late booking (within 6 weeks before departure), the full travel sum is due immediately. Payment of the advance is made upon approval of the offer or when you book online.

The above advances also apply to travel service agreements.

Advances and invoices are payable at Caractère's registered office, net and without discount.

In order to benefit from certain prices, discounts or promotions, 100% (non-refundable) prepayment is required for certain hotels/leases: this is always mentioned at the hotel concerned on the website or the offer and written confirmation.

For air, boat and train tickets, 100% of the flight and boat price must be paid at the time of booking. The balance of the fare must be paid no later than 6 weeks before departure.

For certain activities (e.g. music concert), 100% payment is required at the time of booking and is not refundable afterwards.

Advance payments and invoices, which are not paid on their due date, will automatically and be increased without notice by the legal interest from the date of the maturity date.

Changes by the traveller to the package travel agreement or the travel service agreement:

a. By Caractère

Caractère reserves the right to make insignificant changes to the (package) travel contract. Caractère will inform you of this by means of a durable medium (e.g. e-mail).

b. By the customer

Changes to a booked trip will be accepted on payment any price adjustment. Previously granted discounts and new discounts may not always apply to a change. Fees depend on the time of change, the type of destination and the nature of the change.

If the fees for different services are listed separately, the amounts must be added up.

Possible changes are:

Change before departure:

(a) *Hotel/App.*: change of client name, nature of stay, language of documents, room type, accommodation formula, etc.:

Fees associated with extensions or changes on site must be paid immediately to the hotelier.

(b) *Scheduled flights*: changes not possible.

(c) *Boats (excluding cruises)*: changes not possible.

(d) *Ponant - boutique cruises* : change conditions to be discussed at time of booking.

(e) *Serious changes* (e.g. change of date, hotel, rental, destination, etc.) will be considered as cancellation of the trip. If Caractère incurs higher costs as a result of changes, these will be charged in full to the customer.

(f) *On certain benefits* (such as early-booking and discounts with specific conditions [100% prepayable, non-modifiable and non-cancellable]), promotional rates,... are not subject to change.



Transferability of the package travel contract:

In accordance with Article 7 of the General Travel Conditions of the Travel Disputes Committee for package travel contracts, the package travel contract may be transferred to a person who fulfils all the conditions applicable to that contract provided that:

- notify Caractère in writing as soon as possible and no later than 7 days before the start of the package holiday;
- and bears any additional costs arising from the transfer.

For the purposes of determining the above charges, the date on which Caractère received written notification of the transfer will be taken into account. For certain elements of the package holiday contract (e.g. flights, non-refundable fares (non-modifiable and non-cancellable, etc.), the full cancellation (100%) and the cost of the new reservation must be charged.

Change during the trip:

Changes on site (e.g. change of return date, hotel, destination, etc.) are in principle not possible. Travellers who nevertheless change or prematurely interrupt their trip are not entitled to a refund for services not taken. All additional costs (including hotel(s), flights, transfers, etc.) shall be borne by the traveller.

Cancellation by the traveller of the package holiday or travel service agreement:

The cancellation of a trip must be communicated in writing (or by e-mail: info@caractere.be, subject to receipt by Caractère). Cancellations can be made Monday to Friday from 9am to 5.30pm. Cancellations on Saturdays, Sundays and public holidays only take effect on the next working day.

Cancellation of a package holiday or travel service agreement by the traveller incurs the following costs:

a) *Accommodation*: the costs charged by Caractère's suppliers for cancellation plus administrative costs of 10% of the total price of the trip. When the costs charged by the total 100% of the total holiday price, Caractère will not charge an administration fee. (For non-refundable bookings or other actions).

b) *Scheduled flights*: 100% cancellation fee (to be added to cancellation fee of hotel/app. respectively).

Tickets are issued upon booking and are non-refundable.

(c) *Boats (excluding cruises)*: 100% cancellation fee.

d) *Boutique Cruises - the costs charged by the supplier plus an administration fee of 10% of the total travel sum.*

e) *Extras*: Cancellation of activities or other extras (e.g. tastings, excursions, concerts, festival, etc.) always amount to 100%.

Early holiday break:

Early holiday interruption can never lead to a refund.

Luggage:

- *Scheduled flights*: If baggage is lost or damaged, the customer must have a Property Irregularity Report (for loss) completed at the airport's Lost Luggage Department. The same applies to damaged baggage (Damage Report).

- *General*: under no circumstances can Caractère be held liable for loss, theft or mishandling of luggage. Caractère therefore recommends that you take out special luggage insurance for damage, loss and/or theft.

Flights:

Timetable: Flight times will be communicated for information purposes. The traveller must always note that both before and during the trip, the hours (there and back) may be changed become.

Any flight changes will not entitle you to any discount or refund.

The traveller must report for embarkation at least 2 hours before departure. Should the traveller fail to comply with this obligation, under no circumstances will he be able to apply for compensation. The traveller will be held liable for all possible damages and costs resulting from non-compliance with this rule.

- *Child seats*: small children (up to 1 year old) usually travel with you for a small fee + airport taxes. For air travel, babies up to 1 year old are not entitled to their own seat and are not entitled to free baggage. They then travel on their parents' laps. Children from 2 years must have their own seat (an adult may only take one baby on his/her lap). Please make sure there are no surprises and verify at the time of booking that the age of the child has been correctly specified. Any additional costs arising from failure to correctly specify the age of children will be borne by the traveller.

- *Medicines and other personal belongings* must be kept in hand luggage. Caractère cannot be held liable for the consequences of non-delivery or delay of checked medicines or necessary belongings.

- *Regulation EU2111/2005*: this requires tour operators to inform their customers of the airline that will operate the flight. The exact identity of the airline will be mentioned on the travel documents. The list of airlines banned from operating in the EU can be consulted at https://ec.europa.eu/transport/modes/air/safety/air-ban_nl

Car holidays:

Anyone leaving on holiday by car should equip themselves with a fluorescent jacket for use in case of car breakdown or accident. We also recommend the use of a European driving licence. Specific information per country and/or region can be found under the heading 'transport' on the following website: https://diplomatie.belgium.be/nl/Diensten/Op_reis_in_het_buitenland/reisadviezen

Travel documents:

The travel documents (= plane ticket (if applicable) and vouchers for reserved services) are available in My Caractère no later than 10 days before departure. You can log in with your name and file number (PO number).

13. Required documents:

The information provided by Caractère is that applicable to Belgian nationals. Travellers of other nationalities should make themselves known when booking their trip. In accordance with Article 3, 1°, a of the General Terms and Conditions, travellers of non-Belgian nationality must check with the embassies or consulates concerned what administrative formalities they must complete. Indeed, different formalities may apply to them.

Identity card, travel pass:

Each traveller must always be in possession of a valid (min. 10 years) identity card or travel pass, valid until min. 6 months after date of return. Always check the applicable rules for your destination at www.diplomatie.belgium.be. This also applies to children under 12: they must have a valid Kids ID card with photo. These are valid for up to 3 years and can be obtained at the town or city hall.

Babies and minor children who do not travel accompanied by their parents must submit a certificate,



the signatures of which are legalised at the municipal administration. This certificate must state the following details: outward and return date of travel, country of destination, residential address abroad as well as the domiciliary address.

Important: senior citizens (+75 yrs) who have a new Belgian identity card without

expiry date, must be in possession of a travel pass (valid for at least 6 months after return date) or apply for an identity card with a valid expiry date, if not they may be refused at check-in. Some time may elapse between the application and the issuance of these documents. So do not wait too long to apply for these travel documents.

Tip: make copies of your ID card, travel passport, driving licence and tickets and keep them separate from the originals.

Holidays and your health:

If you are pregnant, know that some airlines will ask for a certificate from the doctor stating how many weeks you are already pregnant. Until your 35th week, you can basically take the plane.

Liability:

Liability of the tour operator in package travel contracts
When you have booked at least 2 tourist services together (hotel, transport and/or extras), Caractère acts as travel organiser. The travel organiser's liability is not involved in the event of force majeure or of an event that he cannot foresee or remedy, even with the greatest care, or situations listed in Article 50 of the Act of 21 November 2017. Moreover, the tour operator is legally obliged to provide assistance to the extent possible to travellers in difficulty during the execution of the travel contract. Where the organiser's liability is not involved, he may charge the travellers for the costs incurred by him for additional transport and/or accommodation.

15.2. Liability in travel service agreement:

If you have only booked 1 tourist service (a single hotel or a succession of several hotels), Caractère is not liable for the proper performance of the overall travel service. Each travel service provider is personally liable for its own travel service.

Excursions booked locally are not the responsibility of Caractère.

- Hotel services:

Hotels may not be able to ensure certain services, due to a shortage of customers, e.g. relaxation programmes, buffet formula, gala dinner. In case of buffet, an alternative menu will be proposed. Caractère cannot be held responsible if, for reasons of low season, under-occupancy, technical maintenance or weather conditions, part of the facilities, equipment, activities, entertainment,... is not fully compliant as it was in our possession before the availability of hotel offers that were not booked in advance (e.g. bicycles, garages,...). Extras (free services, wifi, gifts or souvenirs) offered by the hotel and mentioned under the 'benefits' section or in the description of the hotel, can NEVER be claimed after return, nor give rise to a claim for damages or compensation. Every hotel/rent has house rules. Caractère cannot be held liable for the consequences of the customer's failure to respect or agree to the regulations. If you are delayed on the day of arrival, so that you cannot reach your hotel before 6pm, be sure to notify your hotel.

- Deposit: It may happen that at an accommodation, service provider or equipment rental company (such as bicycles, water sports equipment...), you may be required to provide a deposit (guarantee) upon arrival. Usually this should be done by credit card debit, but other ways are also possible, such as handing over an identity document, driving licence, or cash.

After checking your accommodation or the borrowed materials for damage, this guarantee will be returned. If the guarantee was issued by credit card, it will be credited again. If the guarantee was issued in cash, this amount will be returned to you. All this after deduction of any costs payable for damage.

- Structures:

There may be construction activities taking place near your accommodation. This usually involves the construction of new roads and buildings. Caractère cannot be held liable for the actions of third parties with whom we do not have a contract. It goes without saying that we will inform you of any works of which we are aware.

- Travel documents:

Caractère cannot be held liable for recommended routes and/or GPS coordinates communicated to the traveller in good faith. We recommend that travellers always take a decent road map with them and verify the accuracy of the data, whether or not on site.

- General:

Caractère cannot be held responsible for the smooth running of sports activities, excursions, tourist events, etc. that were not booked by Caractère in Belgium.

- Flights:

Caractère cannot be held liable for any changes in timetables, itineraries and/or means of transport. The general terms and conditions of the airlines apply, according to which times indicated in the timetable or elsewhere are not guaranteed and travel times and routing are subject to change without notice. In doing so, neither the carrier nor Caractère is liable for any lack of connection with other means of transport.

- Traveller liability:

You must always use and maintain your accommodation as well as borrowed equipment 'with due diligence' and according to its intended purpose. You are liable for any loss and/or damage, unless such loss and/or damage is not your fault or is otherwise for your account.

Non-compliance during the trip/Replying complaints:

a) Lodging complaints at the destination: any shortcoming must be communicated as soon as possible on the spot to the service provider (e.g. hotelier) or to Caractère. The complaint may be reported directly to the tour operator at 053/63 00 77, during office hours (Monday to Friday: 09:30 to 18:00 and Saturday 09:00 to 17:00) or by e-mail: info@caractere.be. Outside office hours, non-conformity can be reported via the emergency number listed on the travel documents. This gives the tour operator the opportunity to immediately look for a solution to your problem. When filing a complaint, all relevant supporting documents must be submitted (by e-mail at info@caractere.be). Only documented complaints will be considered. Failure to comply may affect the determination of your possible compensation.

(b) If the complaint is filed only after the holiday, the facts



cannot always be established and the right to compensation may lapse.

If the reported complaint was not satisfactorily resolved on site or if it was impossible for the traveller to formulate a complaint on site, the traveller must lodge an official complaint with the retailer or else with the tour operator by registered letter or against receipt, at the latest one month after the end of the travel contract.

(c) Services not obtained: reimbursement of services not obtained can only be made upon presentation of a certificate from the service provider concerned clearly stating which services the traveller did not receive and are eligible for reimbursement.

Jurisdiction and choice of domicile:

For disputes that cannot be resolved through the Geschillencommissie Reizen vzw, only the court of Ghent is competent.

Additional activities:

Weather conditions, technical reasons or safety reasons may oblige the tour organiser, service provider or carrier to change the planned programme. The tour operator reserves the right to adjust the order of the experience components. These changes can under no circumstances be considered as changes affecting an essential element of the travel contract and therefore do not give rise to a right to compensation.

If the activities cannot take place due to circumstances beyond the control of the tour operator, an alternative programme will be provided (if impossible, the activity in question will be reimbursed). The travel organiser's liability is not involved in the event of force majeure or of an event that he cannot foresee or remedy, even with the greatest care, or situations listed in Article 50 of the Act of 21 November 2017.

Unused services/experience components will not be refunded under any circumstances in case of non-participation. Participants must check that they have the required fitness and good health in function of the programme. Specific limitations or health problems that may affect the implementation of the programme must be reported at the time of booking. The suitability of the trip of your choice will be determined by mutual agreement. If you fail to inform us, we cannot be held liable in any way if the service provider on site refuses participation. Any additional costs will in that case be at your own expense.

Extraordinary is a brand name of Caractère SA.

Insurance financial insolvency:

In case of financial insolvency of the travel organiser and/or retailer with whom you entered into a travel contract, you can appeal to the Travel Guarantee Fund. You can do this by contacting your travel organiser or retailer or by contacting the Travel Guarantee Fund directly, Boulevard de la Metrologie 8, B-1130 Brussels, tel. +32 (0)2 240 68 00, fax +32 (0)2 240 68 08. Ask your travel organiser or retailer for the guarantee conditions. There you will find the conditions under which, in the event of financial insolvency, you may request reimbursement of the travel sums paid or, if the trip has already started, continuation of the trip or repatriation.

Protection of Personal Data (GDPR):

Caractère NV takes your privacy to heart and therefore takes all appropriate measures to protect your privacy in accordance with the Personal Data Protection Act with respect to the Processing of Personal Data and, as from 25 May 2018, the General Data Protection Regulation

("GDPR"), in both cases together with any legislation with which they are introduced or supplemented and any other applicable data protection or privacy legislation. NV Caractère processes personal data in accordance with this privacy notice. NV Caractère collects and processes customers' personal data for customer and reservation management purposes (including customer administration, follow-up of quotation requests/reservations, invoicing, solvency follow-up and sending marketing and personalised advertising). Personal data are processed on the basis of Article 6.1 (a) (consent), (b) (necessary for the performance of a contract), (c) (necessary to comply with a legal obligation), (f) (necessary for the fulfilment of our legitimate interest to conduct business) of the General Data Protection Regulation. Insofar as the processing of personal data takes place on the basis of Article 6.1. a) (consent), the customer always has the right to withdraw the consent given.

If this is necessary to achieve the stated purposes, the customer's personal data will be shared with other companies of the group within the European Economic Area that are directly or indirectly affiliated with NV Caractère or with any other partner of NV Caractère, i.e. hotels, airlines, car rental companies, ferries, local service providers, etc.

NV Caractère guarantees that these recipients will take the necessary technical and organisational measures to protect personal data. Furthermore, NV Caractère will not disclose your data to other third parties without your prior consent unless NV Caractère is obliged to do so under a statutory provision or a court order.