



General travel conditions of the Travel Disputes Committee for package holidays

Article 1: Scope of application

These general terms and conditions apply to package travel contracts booked from 1 July 2018 and are governed by the Law on Sale of Package Travel, Linked Travel Arrangements and Travel Services of 21 November 2017.

Article 2: Information of the organiser and retailer before the conclusion of the package travel contract

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

1. the main features of travel services:
 - a) the travel destination(s), itinerary and periods of stay, with dates and number of nights;
 - b) the means of transport, their characteristics and categories, the places and dates and times of departure and return, the duration and location of intermediate stops and the connections; if the exact time is not yet known, it shall be given approximately
 - c) the location, main features and category of accommodation according to the rules of the destination country;
 - d) the meals provided;
 - e) the visits, excursions or other services included in the total price agreed for the package holiday;
 - f) in case it is not clear whether the travel services are provided to the traveller as a member of a group;
 - g) the language in which other tourism services are provided if appropriate;
 - h) Whether the trip is generally suitable for persons with reduced mobility;
2. the total price of the package holiday, and where applicable, indication of the type of additional costs that may be borne by the traveller;
3. payment modalities;
4. the minimum number of persons required to perform the package holiday and the deadline for possible cancellation of the contract if this number is not met;
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-related formalities;
6. the statement that the traveller can cancel the contract on payment of a cancellation fee;
7. information on cancellation and/or assistance insurance.

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

2.3 The pre-contractual information provided to the traveller is an integral part of the package travel contract.

It cannot be amended unless mutually agreed by the parties.

Article 3: Information by the traveller

3.1 The person concluding the package travel contract shall provide the organiser and the retailer with all useful information concerning himself and his fellow travellers which may be relevant to the conclusion or performance of the contract.

3.2 If the traveller provides incorrect information and this leads to additional costs for the organiser and/or reseller, those costs may be charged.

Article 4: The package travel contract

4.1 At the conclusion of the package travel contract or within a reasonable time, the organiser or, if a retailer is involved, the latter shall provide the traveller with a confirmation of the contract on a durable medium, such as e.g. an e-mail, a paper document or a pdf.

In case 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 contents of the contract, including all the information mentioned in Article 2 and the following information:

1. the special wishes of the traveller to which the organiser has agreed;
2. that the organiser is liable for the proper execution of the package holiday, and has an obligation of assistance;
3. The name and contact details of the entity in charge of insolvency protection;
4. the name, address, telephone number, e-mail address of the organiser's local representative or other service in case the traveller is in difficulty or wishes to complain about the possible non-conformity;
5. the traveller's obligation to report the non-conformity during the journey;



6. information on the basis of which direct contact can be made with an unaccompanied minor or with the person responsible for him/her at his/her place of residence;
7. information on internal complaint handling;
8. information on the Travel Dispute Resolution Committee and the E.U.'s online dispute resolution platform;
9. information on the traveller's right to transfer their contract.

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

1. the necessary receipts
2. the vouchers and tickets
3. information on scheduled departure times and, where applicable, on the latest time for check-in, scheduled times of stopovers, connections and arrivals.

Article 5: The price

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

1. the price of passenger transport attributable to the increased cost of fuel or other energy sources, or
2. the level of taxes or fees on the travel services included in the contract, levied by third parties not directly involved in the performance of the package holiday, including tourist taxes and departure or arrival taxes at ports and airports, or
3. exchange rates relevant to the package holiday.

If a price increase is anticipated, the traveller is entitled to a price reduction in the event of a decrease in the costs listed above.

5.2 If the increase exceeds 8% of the total price, the traveller may cancel the contract without cancellation fee.

5.3 A price increase is possible only if the organiser notifies the traveller at least 20 days before the start of the package trip via a durable data medium, such as e.g. an e-mail, a paper document or a pdf, stating the reasons for that price increase and a calculation.

5.4 In the event of a price reduction, the organiser shall be entitled to deduct the administrative costs from the refund due to the traveller. If the traveller so requests, the organiser shall substantiate those costs.

Article 6: Payment of the travel sum

6.1 Unless otherwise agreed, the traveller shall, upon conclusion of the package travel contract, pay as an advance part of the total travel price as stipulated in the special conditions.

6.2 Unless otherwise agreed in the package travel contract, the traveller shall pay the balance of the price no later than 1 month before the departure date.

6.3 If the traveller, after being served with prior notice, fails to pay the deposit or the travel sum demanded of him, the organiser and/or retailer shall be entitled to terminate the contract with the traveller ipso jure, with the costs borne by the traveller.

Article 7: Transferability of the package holiday contract

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

1° notifies the organiser and, if applicable, the retailer as soon as possible and at the latest 7 days before the start of the package trip via a durable data medium, such as e.g. an e-mail, a paper document or a pdf, and 2° bears any additional costs arising from the transfer.

7.2 The person transferring the package holiday and the person taking over the contract shall be jointly and severally liable for the payment of the amount still due and for any additional fees resulting from the transfer. The organiser shall inform the person transferring the contract of the costs of the transfer.

Article 8: Other changes by the traveller

If the traveller asks for any other change, the organiser and/or the retailer who may respond may charge all costs incurred as a result.

Article 9: Changes by the organiser before departure

9.1 The organiser cannot unilaterally change the terms of the package holiday contract, except for price changes before the start of the package holiday, unless:

1° the organiser has reserved this right in the contract, and 2° the change is insignificant, and

3° the organiser informs the traveller thereof via a durable data medium, such as e.g. an e-mail, a paper document or a pdf.

9.2 If, before the start of the trip, the organiser finds it necessary to significantly change any of the main features of the travel services or is unable to meet the confirmed special wishes of the traveller, or proposes to increase the price of the package trip by more than 8%, the organiser shall inform the traveller and notify him accordingly:

1° of the proposed changes and their effect on the price of the package holiday;



2° of the possibility of terminating the contract without cost, unless he accepts the proposed amendments; 3° of the time limit within which he must inform the organiser of his decision;

4° of the fact that if he does not expressly accept the proposed amendment within the specified period, the agreement is automatically terminated, and

5° where appropriate, of the proposed substitute package holiday and its price.

9.3 If the changes to the package holiday contract or the replacement package holiday have the effect of reducing the quality or cost of the package holiday, the traveller shall be entitled to an appropriate price reduction.

9.4 If the package travel contract is cancelled pursuant to Article 9.2 and the traveller does not accept a replacement package holiday, the organiser shall refund all amounts paid to the traveller no later than 14 days after the contract has been cancelled.

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 package holiday is less than the minimum number specified in the contract and the traveller is notified by the organiser of the cancellation of the contract within the period specified in the contract, but no later than:

a) twenty days before the start of the package holiday for trips of more than six days;

b) seven days before the start of the package holiday for trips of two to six days;

c) 48 hours before the start of the package holiday for trips lasting less than two days, or

2° if he cannot perform the contract due to unavoidable and extraordinary circumstances and he informs the traveller before the start of the package holiday that the contract is cancelled.

10.2 In such cases, the organiser shall refund to the traveller all sums received for the package holiday without owing any additional compensation.

Article 11: Cancellation by the traveller

11.1 The traveller may cancel the package holiday contract at any time before the start of the package holiday. Upon cancellation, the traveller may be required to pay a cancellation fee to the organiser.

The package travel agreement may set standardised cancellation fees based on the timing of cancellation before the start of the package travel and the expected cost savings and revenue from alternative use of the travel services.

If no standardised cancellation fees are set, the amount of the cancellation fee corresponds to the price of the package holiday less cost savings and revenue from alternative use of the travel services.

11.2 However, if unavoidable and extraordinary circumstances occur at the destination which have a significant impact on the performance of the package holiday or which have a significant impact on the passengers' transport to the destination, the passenger shall be entitled to cancel the package holiday contract without payment of a cancellation fee. In the event of cancellation of the package travel contract under this article, the traveller shall be entitled to a full refund of all sums paid for the package travel, but shall not be entitled to additional compensation.

11.3 The organiser shall refund all amounts paid by or on behalf of the traveller, less the cancellation fee, within 14 days at the latest.

Article 12: Non-compliance during the trip

12.1 The traveller shall inform the organiser without delay of any non-conformity he has found during the performance of a travel service included in the package travel contract.

12.2 If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy that non-conformity, unless:

1° is impossible, or

2° involve disproportionate costs, taking into account the degree of non-conformity and the value of the travel services in question.

If the organiser does not remedy the non-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 non-conformity within a reasonable period set by the traveller, the traveller has the option to do so himself and request reimbursement of the necessary expenses. It is not necessary for the traveller to set a deadline if the organiser refuses to remedy the non-conformity, or if an immediate solution is required.

12.4 If a significant part of the travel services cannot be provided, the organiser shall offer, at no additional cost to the traveller, other arrangements of, if possible, equivalent or higher quality.

If the other proposed arrangements result in a lower quality package holiday, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the other proposed packages only if they are not comparable to what was agreed in the package travel contract, or if the price reduction granted is insufficient.

12.5 If the non-conformity has a significant impact on the performance of the package holiday and the organiser has not remedied it within a reasonable period set by the traveller, the traveller may cancel the package holiday contract without payment of a cancellation fee and, where applicable, request a price reduction and/or compensation. If the package tour includes passenger transport, the organiser shall also provide for repatriation of the traveller.

If no other packages can be proposed or the traveller rejects the other proposed packages, the traveller is entitled, where applicable, even without cancellation of the package travel contract, to



price reduction and/or compensation.

12.6 If, due to unavoidable and extraordinary circumstances, the return of the traveller as agreed in the package travel contract cannot be arranged, the organiser shall bear the cost of the necessary accommodation, for a maximum of three nights per traveller.

12.7 The reduction in costs referred to in 12.6 shall not apply to persons with reduced mobility, persons accompanying them, pregnant women, unaccompanied minors and persons requiring specific medical assistance, provided that the organiser has been notified of their special needs at least 48 hours before the start of the package tour.

12.8 The organiser may not invoke unavoidable and extraordinary circumstances to limit liability if the carrier concerned cannot invoke them under applicable Union law.

12.9 The traveller may address messages, requests or complaints relating to the implementation of the package holiday directly to the retailer from whom he purchased the package holiday. The retailer shall forward such messages, requests or complaints to the organiser without delay.

Article 13: Liability of the traveller

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

Article 14: Liability of the organiser and professional

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

14.2 In case the organiser is established outside the European Economic Area, the obligations for organisers apply to the reseller established in a Member State, unless the reseller proves that the organiser meets the conditions prescribed by the law 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 non-conformity of the services provided, unless the organiser proves that the non-conformity was due to the traveller.

15.2 The traveller is entitled to appropriate compensation from the organiser for all damages incurred as a result of non-conformity. The compensation shall be paid without delay.

15.3 The traveller is not entitled to compensation if the organiser proves that the non-conformity is due to:

1° the traveller;

2° a third party not involved in the performance of the travel services included in the package travel contract, and the non-conformity could not be foreseen or prevented, or

3° unavoidable and extraordinary circumstances.

Article 16: Obligation to assist

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

1° provide useful information on medical services, local authorities and consular assistance; 2° assist the traveller in using remote communication and in finding other travel arrangements.

16.2 If the difficulties are the result of intent or negligence on the part of the traveller, the organiser may seek compensation for such assistance. Such compensation shall in no case exceed the actual costs borne by the organiser.

Article 17: Complaints procedure

17.1 If the traveller has a complaint before departure, he must report it to the organiser or the retailer in an evidential manner as soon as possible.

17.2 Complaints during the performance of the package holiday contract must be reported by the traveller to the organiser or retailer as soon as possible on site, in an appropriate and probative manner, so that a solution can be sought.

17.3 If a complaint was not satisfactorily resolved on site or it was impossible for the traveller to formulate a complaint on site, he must lodge a complaint with the organiser or retailer in an evidential manner without delay after the end of the travel contract.

Article 18: Reconciliation procedure

18.1 In case of dispute, the parties should first seek an amicable settlement between themselves.

18.2 If this attempt at an amicable settlement fails, any of the parties involved may ask the asbl Geschillencommissie Reizen to initiate a conciliation procedure. All parties must agree.

18.3 To this end, the secretariat will provide the parties with reconciliation rules and a "reconciliation agreement".

18.4 In accordance with the procedure set out in the rules, an impartial conciliator will then contact the parties to pursue a fair reconciliation between the parties.

18.5 Any agreement reached will be set out in a binding written agreement.



Article 19: Arbitration or court

19.1 If conciliation proceedings are not instituted or fail, the claimant may, if it wishes, institute arbitration proceedings before the Travel Disputes Committee or bring proceedings in court.

19.2 The traveller can never be obliged to accept the competence of the Travel Disputes Committee, either as claimant or defendant.

19.3 The organiser or retailer who is the respondent may only refuse arbitration if the amount claimed by the claimant exceeds 2,500 euros. He has a period of 10 calendar days from receipt of the registered letter or e-mail with acknowledgement of receipt indicating that a file with a claim of more than 2,501 euros has been opened with the Travel Disputes Committee.

19.4 This arbitration procedure is governed by dispute regulations and can only be initiated after a complaint has been lodged with the company itself, and this as soon as it has been established that the dispute could not be settled amicably or as soon as four months have passed since the (planned) end of the trip (or possibly from the service that gave rise to the dispute). Disputes concerning physical injuries can only be settled by the courts.

19.5 The joint arbitral tribunal shall, in accordance with the dispute regulations, rule on the travel dispute in a binding and final manner. No appeal is possible against this.

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