

General Terms and Conditions of the Travel Organiser and/or Travel Agent

ARTICLE 1: SCOPE

These General Terms and Conditions apply to the travel organisation and travel mediation contracts as defined under the law of 16 February 1994 (Moniteur belge/Belgisch Staatsblad of 1 April 1994) governing the Travel Organisation and Travel Mediation Contract (Travel Contract Act).

ARTICLE 2: PROMOTION AND OFFER

§ 1 The data in the travel brochure bind the travel organiser who has issued the brochure, unless:

a) changes in this information are brought to the attention of the traveller clearly, in writing and before entering into the contract. b) subsequent changes occur pursuant to a written agreement between the parties to the contract.

§ 2 The travel organiser may be forced to cancel a particular offer temporarily or permanently. § 3 The offer in the brochure remains valid until it is exhausted.

ARTICLE 3: INFORMATION PROVIDED BY THE TRAVEL ORGANISER AND/OR TRAVEL AGENT

The travel organiser and/or travel agent is/are required: § 1 before concluding the travel organisation or travel mediation contract, to communicate to the travellers in writing: a) the general information concerning passports and visa requirements and the formalities regarding health care which are necessary for travel and stay, in order to ensure that the travellers have the necessary documents. Travellers who are not Belgian nationals are encouraged to find out from the competent authorities which formalities must be fulfilled; b) information on the availability and content of a cancellation and/or travel insurance; § 2 at the latest seven calendar days prior to the departure date provide the following information to the travellers in writing: a) timetables and stopovers and connections as well as, if possible, the seat allocated to the traveller; b) the name, address, phone and fax number of either the local representative of the travel organiser and/or travel agent, or the local entities capable of helping the traveller in difficulty, or directly the travel agent or travel organiser; c) for the travel and stay of minors abroad, the information enabling direct contact with the child or with the person who is responsible for its stay. The period of seven calendar days mentioned in the previous paragraph shall not apply in the case of a contract signed late.

ARTICLE 4: INFORMATION PROVIDED BY THE TRAVELLER

The traveller must supply the travel organiser and/or travel agent with all the useful information that is expressly requested from him/her. Should the traveller supply the wrong information, resulting in additional costs for the travel organiser and/or travel agent, these costs may be charged.

ARTICLE 5: CONCLUSION OF THE CONTRACT

1. When booking the trip, the travel agent or travel organiser is required to issue the traveller with an order form in accordance with the law. 2. The travel organisation contract arises from the moment that the traveller, whether or not through the mediation of the travel agent acting on his/her behalf, receives written confirmation of the booked trip from the travel organiser. 3. If the contents of the order form are different from those of the trip confirmation or if the confirmation is not received within 21 days at the latest from signing the order form, the traveller may assume that the trip was not booked and the traveller is entitled to an immediate refund of any amount already paid.

ARTICLE 6: PRICE OF THE TRIP

§ 1 The price agreed in the contract is fixed and all mandatory services are included, subject to an obvious clerical error. § 2 The price agreed in the contract may be revised upwards or downwards up to and including 21 calendar days prior to the departure date, provided the revision is the consequence of a modification in: a) the exchange rates applied to the trip and/or b) transport costs, including fuel charges and/or c) the levies and taxes chargeable for given services. If this increase exceeds 10% of the total price, the traveller may terminate the contract without compensation. In this case, the traveller is entitled to an immediate refund of all sums already paid by him/her to the travel organiser. The price adjustment shall be applied proportionally to the part of the journey, which is subject to revision. § 3 The prices are calculated based on the rates and exchange rates for the accommodation and other services abroad which applied on (date); and also on the basis of the transport tariffs known on (date), and in particular the fuel prices for transportation by charter flight, known for the average of the month (date).

ARTICLE 7: PAYMENT OF THE TRIP FARE

1. Except in the case of a rental or if otherwise expressly agreed, the traveller shall pay, upon signing the order form, an advance corresponding to 25% of the total trip fare, with a minimum of € 74.50. 2. Unless otherwise agreed in the order form, the traveller shall pay the balance no later than one (1) month prior to the departure date, and provided that he/she is supplied beforehand or concurrently with the written travel confirmation and/or travel documentation. 3. If the traveller makes the booking less than one (1) month prior to departure date, he/she must pay the total trip fare immediately. 4. Failure to pay within this period incurs without notice a default interest of 12% charged on the amount due with a minimum of € 50. 5. Any amount due which is not paid by the specified due date will be automatically and without notice increased by 15% by way of the contractual damages clause and this with a minimum of € 124.

ARTICLE 8: TRANSFERABILITY OF THE BOOKING

1. Before the start of the journey, the traveller can transfer his/her trip to a third party, who must comply with all the terms of the travel organisation contract. The transferor must notify promptly the travel organiser and, where appropriate, the travel agent, of this transfer prior to departure. 2. The transferor and the transferee are jointly and severally liable for payment of the total price of the trip and the cost of the transfer.

ARTICLE 9: OTHER CHANGES MADE BY THE TRAVELLER

If the traveller requests another change, the travel organiser and/or travel agent may charge all costs incurred as a result.

ARTICLE 10: CHANGE BY THE TRAVEL ORGANISER PRIOR TO DEPARTURE

1. If, before the start of the trip, one of the essential points of the contract cannot be executed, the travel organiser must notify the traveller as soon as possible, and in any event prior to departure and inform him/her of the possibility of terminating the contract at no cost, unless he/she accepts the modification proposed by the travel organiser. 2. The traveller must inform the travel agent or travel organiser without delay, and in any event prior to departure, of his/her decision. 3. If the traveller accepts the change, a new contract or an addendum to the contract should be drawn up which identifies the changes and their impact on the price. 4. If the traveller does not accept the change, he/she may request the application of Article 11.

ARTICLE 11: CANCELLATION BY THE TRAVEL ORGANISER PRIOR TO DEPARTURE

§ 1 If the travel organiser terminates the contract before the beginning of the trip due to circumstances not attributable to the traveller, the traveller has the choice between: a) either accepting a new trip offer of equal or better quality, without being required to pay a supplement: if the trip presented in exchange is of lower quality, the travel organiser shall refund the price difference as soon as possible; b) or being reimbursed, without delay, for all the amounts paid by him/her under the contract. § 2 The traveller may also, where appropriate, be entitled to compensation for non-performance of the contract, unless: a) the travel organiser cancels the trip because the minimum number of travellers, specified in the contract and necessary for the conduct of the trip, was not reached and the traveller was informed of the fact in writing within the period stipulated in the contract and at least 15 calendar days prior to the departure date; b) the cancellation is due to force majeure, which does not include overbooking. Force majeure means unusual and unforeseeable circumstances beyond the control of the party invoking it and whose consequences could not be avoided despite all precautions.

ARTICLE 12: TOTAL OR PARTIAL NON-IMPLEMENTATION OF THE TRIP

1. If, during the trip, it turns out that an important part of the services covered by the contract will not be performed, the travel organiser shall take all necessary measures to provide the traveller with appropriate and cost-free alternatives for the purpose of continuing the trip. 2. If there is a difference between the planned services and those actually provided, it shall compensate the traveller the amount of this difference. 3. If such an arrangement seems impossible or if the traveller does not accept these alternatives for good reasons, the travel organiser shall provide him/her with an equivalent means of transport to bring him/her back to the place of departure, and, where appropriate, compensate the traveller.

ARTICLE 13: CANCELLATION BY THE TRAVELLER

The traveller may at any time terminate the contract in whole or in part. If the traveller cancels the contract due to circumstances attributable to him/her, he/she shall compensate the damage that the travel organiser and travel agent suffered as a result of the cancellation. Damages may be stipulated as a set amount and should not exceed the price of the trip.

ARTICLE 14: LIABILITY OF THE TRAVEL ORGANISER

1. The travel organiser is responsible for the proper execution of the contract, in accordance with the expectations which the traveller may reasonably have under the provisions of the travel organisation contract, and for the obligations arising from the contract, irrespective of whether such obligations are to be carried out by itself or by other service providers and this notwithstanding the travel organiser's right to address these other service providers. 2. The travel organiser is liable for the actions and omissions of its employees and agents, acting in the performance of their duties as much as for its own actions and omissions. 3. If an international treaty applies to a service included in the travel contract, where appropriate, the liability of the travel organiser shall be excluded or limited in accordance with that treaty. 4. Insofar as the travel organiser does not provide itself the services stipulated in the travel contract, its liability for material damages and compensation for loss of travel enjoyment combined is limited to twice the trip fare. 5. For the rest, Articles 18 and 19 of the Act referred to under Article 1 shall apply.

ARTICLE 15: LIABILITY OF THE TRAVELLER

The traveller is responsible for the damage suffered by the travel organiser and/or travel agent, their employees or their agents through a fault of his/her own, as well as when he/she has failed to fulfil his/her contractual obligations. The fault is assessed on the basis of a traveller's normal behaviour.

ARTIKEL 16: COMPLAINTS PROCEDURE

1. Before departure: the traveller should submit complaints without delay before the travel contract is executed by registered letter or against an acknowledgement of receipt to the travel agent or travel organiser.

2. During the trip: The traveller must lodge locally without delay any complaints during the performance of the contract and in appropriate and cogent manner, so that a solution can be sought. For this he/she must - in this order - contact a representative of the travel organiser, or a representative of the travel agent, or directly the travel agent or eventually directly the travel organiser.

3. After the trip: If a locally filed complaint is not resolved satisfactorily, or if it was impossible for the traveller to formulate a complaint locally, he/she must file a complaint by registered letter or with acknowledgement of receipt with the travel agent or otherwise with the travel organiser within one month of the end of the travel contract.

ARTICLE 17: TRAVEL DISPUTES COMMISSION

1. A 'dispute' arises when a complaint cannot be resolved amicably, or is not resolved within four (4) months from the end of the travel contract, or from the scheduled departure date, if the travel contract was never performed. 2. Every dispute arising after the conclusion of a travel contract, as defined under Article 1 of these General Terms and Conditions, over this contract and where the traveller is concerned, will be settled exclusively by the Travel Disputes Commission, with the exception of disputes over personal injuries. 3. The procedure and the decision are made in accordance with the Arbitration Rules and the provisions of the Judicial Code (Art. 1676 to 1723). The ruling is binding for the parties, without possibility of appeal. Compensation is chargeable for handling a dispute as stipulated in the Arbitration Rules. 4. The use of these General Terms and Conditions implies the acceptance of all regulations and decisions, stipulated by the Travel Disputes Commission, in particular the Arbitration Rules. 5. The address of the Travel Disputes Commission [Geschillencommissie Reizen vzw] is Koning Albert II-laan 16 in 1000 Brussels.

Special conditions of the travel organiser

ARTICLE 1: PRICES

1. The price given is per person, room or apartment. 2. The prices include whether Atlas Reizen is involved as: (a) intermediary: see relevant brochure (b) organiser: see specifications on order form. 3. Not included: cost of passport, visa, vaccinations, insurance; all personal expenses; gratuities and excursions which are not expressly stated as included; costs arising from delays in transportation due to weather, failures, strikes, war, changes in schedule, or mode of transport. 4. Prices communicated by our reservation services over the telephone are always subject to change. Only written price confirmations are valid.

ARTICLE 2: FORMALITIES

1. The traveller must take note of the information concerning the formalities to fulfil which were communicated to him/her in the brochure or by the travel agent. 2. Children should have an identity card with a photograph. Children who are not accompanied by their parents are required to submit a certificate legalised by the municipality, in which the parents give the children their consent to travel alone and which states the date of arrival in and departure from the country concerned, as well as the address where they are spending their holidays and their address in Belgium. 3. Pets can be taken on the trip under certain conditions provided the specific guidelines provided by the travel organiser are taken into account. They must in any case comply with the vaccination regulations. However, the travel organiser cannot be held responsible for any damage or problems arising from taking pets on a trip.

ARTICLE 3: LUGGAGE

In the event of lost or damaged luggage, the traveller must fill out a 'Property Irregularity Report' at the airport's 'Lost Luggage' department. It is impossible to obtain compensation without this document. When transport is by coach, a certificate should be requested from the accompanying hostess.

ARTICLE 4: TIMETABLE

The timetables mentioned are indicative. Whatever the circumstances, the traveller should be aware that these may change both before and during the trip.

ARTICLE 5: CANCELLATION AND CHANGES BY THE TRAVELLER

1. In the event of cancellation, the traveller should pay the fees listed below in any case, even if the cancellation is due to unforeseeable circumstances or force majeure. 2. The cancellation fees vary according to the time of cancellation. The exact date of the cancellation is solely determined by the date of receipt by the travel organiser. All amounts are indicated per person. If Atlas Reizen acts: 1) as a travel agent: the cancellation policy of the travel organiser applies; 2) as a travel organiser: for economy airline tickets the cancellation fee is 100%. For business airline tickets, the fees depend on the rules of the company and are at least € 40. Cancellation fee for land travel: 30% non-refundable; from 60 days before departure: fees amount to 50%; from 30 days before departure: fees amount to 100%. 3. Changes to a booked trip are accepted subject to payment of the following costs, in addition to the normal price adjustment. Up to 30 days before departure: € 50 per person; less than 30 days before departure: € 100 per person.

ARTICLE 6: LIABILITY

1. The travel organiser is not liable for unforeseen events, such as new regulations or ordinances, accidents, mechanical failures, epidemics, war, etc. ..., this not being an exhaustive list of such examples, with the result that ensuing additional transport or accommodation costs shall be borne by the traveller. 2. The services provided by the travel organiser shall begin and end at the boarding location.

ARTIKEL 7: COMPLAINTS PROCEDURE

1. A 'Complaints form' is available locally from the local representative or, if not available, the travel organiser/travel agent has to be informed immediately by fax or by telephone. 2. The equivalent value of services not obtained is only refunded subject to submitting a written certificate issued by the relevant accommodation provider and which clearly states which services the traveller has not received. 3. The court in Kortrijk is solely competent for any disputes which cannot be resolved through the Disputes Commission.

ARTICLE 8: GUARANTEE INSURANCE

In accordance with Art. 36 of the Travel Contract Act, Atlas Reizen is insured by the European Goods and Luggage Insurance Company n.v. [Europese goederen en reisbagage verzekeringsmaatschappij n.v.], Tweeckerkenstraat 14, 1000 Brussels to continue to meet its obligations to the traveller in the event of financial insolvency.

A statutory guarantee of € 10,000 covers our professional commitments under the conditions laid down by the Royal Decree of 30 June 1966. This guarantee may only be used after dispatch by registered post of a letter of injunction to pay and after sending a copy to Tourism Flanders [Toerisme Vlaanderen], Grasmarkt 61, 1000 Brussels.

BVBA Atlas Reizen, registered office: Stationsstraat 52, B-8790 Waregem