

General Terms and Conditions of the Disputes Committee Travel (Geschillencommissie Reizen) vzw

Article 1 Scope of application

These general conditions apply to your operator and travel agent contracts as defined in the Belgian Act of 16 February 1994 (Belgian State Gazette of 1 April 1994) governing Tour Operator and Travel Agent Contracts (travel contracts act).

Article 2 Promotion and offer

1. The details in the brochure, as published by the tour operator or travel agent, are binding to them, unless:

- amendments to these details are clearly, in writing and before concluding the contract, brought to the attention of the traveller; the brochure must make clear mention of any amendments;
- changes occur afterwards following a written agreement between the parties of the contract.

2. the tour operator and/or travel agent can for a determined or undetermined duration cancel all or part of its travel promotion.

Article 3 Information from the tour operator and/or travel agent

The tour operator and/or travel agent are obliged to:

1. prior to concluding the tour operator or travel agent contract, tell the travellers in writing:

- the general information concerning passports and visa and the formalities concerning health care needed for the journey and stay, so that the travellers are able to get the necessary documentation. Travellers of non-Belgian nationality will have to enquire at the embassy(ies) or consulate(s) concerned which administrative formalities they have to comply with;
- information about taking out and the contents of a cancellation insurance and/or travel and breakdown insurance;
- the general and specific terms and conditions which apply to the contracts.

2. in written format, at the latest 7 calendar days before departure, notify the travellers of the following information:

- timetables and stopovers and also connections as well as, if possible, the traveller's designated seats;
- name, address, telephone, fax number and/or email address of the local representative of the tour operator and/or travel agency, be it local organisations which can help the traveller in case of difficulties, be it the tour operator or travel agent directly;
- for travel and accommodation of minors abroad, the information which will allow direct contact with the child or with the person who is responsible for their stay. The term as mentioned above, of 7 calendar days, does not apply if the contract was concluded late.

Article 4 Information from the traveller

The traveller must give the tour operator and/or the travel agent all the useful information which is requested explicitly from him or which reasonably could influence the smooth course of the trip. Should the traveller give the wrong information and this leads to extra costs for the tour operator and/or travel agent, those costs will be charged to the traveller.

Article 5 Concluding the contract

1. When booking the trip, the tour operator or travel agent are obliged, to hand over an order form to the traveller, in conformity with the law.

2. the tour operator contract comes into existence at the moment, the traveller, whether or not via the travel operator acting in the name of the travel agent, receives written confirmation from the tour operator about the booked trip. Should the contents of the order form deviate from the travel confirmation or if the confirmation is not sent within 21 days after the signing of the order form, the traveller may assume the trip was not booked and the traveller has the right to the immediate repayment of all the amounts paid.

Article 6 The Price

1. the price, as agreed in the contract, cannot be adjusted, unless this has been explicitly provided for in the contract together with the precise way of calculating it and in so far as the adjustment is a consequence of a change in:

- the exchange rate applicable to the trip and/or
 - the transport costs, including fuel costs and/or
 - levies and taxes owed for certain services.
- Some conditions must be met that actually the changes will also justify a lowering of the price.

2. the price, as determined in the contract, may not be increased within 20 calendar days prior to the day of departure.

3. Should the increase be 10% above the total price, the traveller can cancel the contract without compensation. In this case the traveller has the right to immediate reimbursement of all the amounts which he has already paid to the tour operator.

Article 7 Payment

1. except explicitly agreed otherwise, the traveller, upon signing the order form, will pay as deposit, a part of the global or total price as stipulated in the special terms and conditions of travel.

2. should the traveller, after notice of default, not pay the deposit or the total amount that is requested from him the tour operator and/or travel agent will have the right, by law, to terminate the agreement with the traveller, with the co-charge to the traveller.

3. unless agreed otherwise on the order form, the traveller will pay the remainder of the sum at the latest 1 month prior to date of departure, and on condition that he received, at the same time or beforehand, the written travel confirmation and/or travel documents.

Article 8 Transferability of the booking

1. the traveller can, before commencement of the trip, transfer his trip to a third party, which does have to comply with all the terms and conditions of the contract towards the tour operator. The transferor must, in good time, prior to departure, notify the tour operator or as the case may be, the travel agent, of this transfer.

2. the transferring traveller and the transferee are jointly and severally bound to pay the total price of the trip and the costs of the transfer.

Article 9 Other changes by the traveller

Should the traveller request another change, the tour operator and/or the travel agent can charge for all the costs which this entails.

Article 10 Changes by the tour operator before departure

1. prior to departure, one of the essential points of the contract cannot take place, the tour operator needs to inform the traveller as soon as possible, and in any case before departure, and inform him of the possibility of cancelling the contract without costs, unless he accepts the changes as suggested by the tour operator.

2. the traveller, must, as soon as possible, and in any case before departure, notify the tour operator of his decision.

3. if the traveller accepts the change, a new contract or addendum needs to be drafted to be appended to the contract in which the changes made and the influence of it on the price are mentioned.

4. if the traveller does not accept the change, he may ask Article 11 to be applied.

Article 11 Termination by the tour operator before departure

1. if the tour operator, before commencement of the trip, terminates the contract due to a reason which has nothing to do with the traveller, the traveller can choose between:

- either accepting a new offer of a trip of the same or better quality, without having to pay a supplement: should the replacement trip be offered by the tour operator, the tour operator must pay the difference in price back to the traveller as soon as possible;
- either the repayment, as soon as possible, of all the sums paid by virtue of the contract.

2. the traveller can, as the occasion arises, claim compensation for non-execution of the contract, unless:

- the tour operator cancels the trip because the minimum number of travellers, as provided for in the contract and needed for the execution of the trip was not reached and the traveller was notified of this in writing within the term as provided for in the contract and at least 15 calendar days prior to the date of departure;
- the cancellation is a consequence of force majeure, whereby overbooking is not included. Force Majeure is understood to be abnormal and unforeseeable circumstances which are beyond the control of the tour operator or travel agent and of which the consequences, despite all precautionary measures taken, could not have been avoided.

Article 12 Whole or part non-execution of the trip

1. if during the trip, it turns out that as an important part of the services to which the contracts refers will not be able to be executed, the tour operator will take all necessary measures in order to offer the travellers a suitable and free alternative with the continuation of the trip or the objective.

2. should there be a difference in the planned and actual services provided, he will compensate the traveller the difference.

3. if such an arrangement appears impossible or if the traveller does not accept these alternatives for a grounded reason, the tour operator must arrange for a similar means of transport to bring the traveller back to the location of departure, and, in such a case, compensate the traveller.

Article 13 Termination by the traveller

The traveller can at all times, terminate the contract, in whole or in part. If the traveller terminates the contract due to a reason concerning him, he will pay compensation to the tour operator and/or travel agent for the damages suffered as a consequence of the termination. The compensation will be a fixed amount as determined in the special terms and conditions or in the travel programme, but can only amount to the price of the trip.

Article 14 Liability of the tour operator

1. the tour operator is responsible for the good execution of the contract, in conformity with the expectations which the traveller, based on the provisions of the contract, is reasonably to have, and for the obligations resulting from the contract, regardless whether these obligations are to be executed by himself or by other providers of services and this without prejudice to the right of the tour operator to file recourse from the service providers.

2. the tour operator is responsible for the deeds of negligence of his appointed service providers and representatives, who act in the execution of their function, as well as for his own deeds and acts of negligence.

3. if an international convention applies to the services included in the tour operator's contract, the responsibility of the tour operator will be excluded or limited according to the convention.

4. as far as the tour operator does not provide the services as planned in the contract himself, his liability for material damage and the compensation of the loss of the travel enjoyment will be limited to double the price of the trip.

5. for all the other, articles 18 and 19 of the Act of 16 February 1994 apply.

Article 15 Liability of traveller

The traveller is responsible for the damage the tour operator and/or travel agent, their appointed parties and/or their representatives have encountered through his fault, or if he has neglected to meet his contractual obligations. The mistake is judged by the normal behaviour of a traveller.

Article 16 Complaints procedure

1. before departure: If the traveller has a complaint before departure, he must make it known to the tour operator and/or travel agent by registered mail and/or delivered by hand with receipt.
2. during the trip: Complaints during the execution of the contract must be notified as soon as possible, on the spot, in an appropriate manner and with supporting evidence, so that a solution can be found. To this end, the traveller shall notify - in this order - a representative of the tour operator or a representative of the travel agent or directly to the travel agent or as last, directly to the tour operator.
3. after the trip: If a complaint was not solved satisfactorily on the spot or the traveller was unable to formulate a complaint on the spot, then he must submit a complaint to the travel agent or the tour operator at the latest 1 month after the end of the trip by registered letter or delivered by hand with receipt.

Article 17 Reconciliation procedure

1. in case of a dispute the parties must first try to come to an amicable settlement of the matter.
2. if no amicable settlement can be reached within a period of 1 to 3 months, each of the parties involved may request the secretariat of the Reconciliation Unit of the vzw Geschillencommissie Reizen to initiate a reconciliation procedure. All the parties need to consent to this.
3. to this end the secretariat shall provide the parties with an information brochure, the reconciliation regulations and a "reconciliation agreement". As soon as the parties involved have filled out the agreement (together or separately) and signed it, and as soon as each party has paid 50 euros, the reconciliation procedure will be started.
4. according to the simple procedure, as described in the regulations, an impartial arbitrator will contact the parties in order to come to a fair reconciliation between the parties.
5. the agreement reached will be confirmed in a binding written agreement.
Secretariat of the "Reconciliation Unit":
Koning Albert II laan 16, 1000 Brussels
email: VERZOENING.GR@SKYNET.BE

Article 18 Arbitration or Court

1. if no reconciliation procedure is initiated or if it fails, the claimant party has, in principle, the choice between a procedure before the normal court or an arbitration procedure before the Geschillencommissie Reizen.
2. for claimed amounts from €1,250, each defendant party has a period of 10 calendar days to refuse an arbitration procedure as requested by the claimant, by registered letter, after which the dispute can be lodged before a normal court. For amounts below € 1,250 the possibility to refuse the arbitration procedure is only open to the traveller.
3. this arbitration procedure is governed by dispute regulations and may only be initiated if an amicable settlement has not been reached within a period of 4 months after the (planned) end of the trip (or if applicable from the event which was the cause of the dispute. Disputes relating to bodily injuries can only be settled by the courts.
4. In accordance with the dispute regulations, the ruling issued by the jointly composed arbitration tribunal shall be binding and final. There is no possibility to appeal.

Secretariat of the arbitration tribunal and general secretariat
of the Geschillencommissie Reizen:
Koning Albert II laan 16, 1000 Brussels
email: CLV.GR@SKYNET.BE

Special terms and conditions adventurous travel

Starling Reizen bvba

These Special Travel Terms and Conditions for Adventurous Travel were realized in cooperation with the VVR. (Vereniging Vlaamse Reizebureaus).

Article 1: Price calculation

The prices for STARLING trips were calculated on the basis of the tariffs, fuel surcharges and exchange rates which applied on 1 January 2014. STARLING will recalculate the price 4 weeks before departure if changes of more than 5% per part occur.

Article 2: Payment of the price

As STARLING the deposit amount in Article 7, amounts to 30% of the price, with a minimum of € 100, increased with any insurance covers taken out. At STARLING-reizen, the remainder needs to be paid at the latest 42 days before departure. For personalised travel whereby the ticket needs to be issued straight away, that ticket needs to be paid for in full straight away, plus a deposit of 30% on the remaining amount.

Article 3: Cancellation conditions

The cancellation conditions, as meant in article 13, are determined as a fixed amount as follows:

- a) up to 42 days before departure: 30% of the total price of the trip
- b) from 42 days to 28 days before departure: 75% of the total price of the trip
- c) from 28 days before departure: 100% of the total price of the trip

Article 4: Changes by the traveller

As STARLING changes, as far as possible, are accepted on condition of payment of the following administrative costs per person:

- a) up to 42 days before departure: € 75
- b) from 42 days before departure: € 150, plus the extra costs owed to the transport companies involved in this transfer. Caution: most airlines do not transfer bookings within a period of 42 days before departure. Changes comprise: changing the travel date and/or destination.

Article 5: Journey time and programme

1. changes in the timetables of the transportation companies may influence the journey time. The traveller will not receive any repayment (whole or in part) of the travel cost if the times of departure, as a consequence of changes, do not deviate more than 36 hours from the original timing.

- 2. the tour operator does not have a greater liability than the transportation company itself for damages resulting from delays.
- 3. the detailed practical information sheets are a travel guide and are not part of the contract. The pictures in the brochure are examples and are not part of the contract.
- 4. participants need to join the group at the time and place as agreed. Any costs due to the not (timely) joining on the trip are for the costs of the traveller. Services which were missed out on, due to joining the group late, are non-refundable.

5. the traveller who, during the trip, deviates from the programme or suggested route, at his own initiative or withdraws from the assistance of the tour guide, and is not present at the locations and times agreed, will have to take responsibility for all the extra costs this will entail and will have no right to reimbursement of services not used.

Article 6: Room allocation/supplement single room

If you are travelling on your own, you can indicate on the registration form if you would like to share a twin room. We will contact you six to four weeks before departure if this is not possible because no other individual participant has registered. You can then indicate whether you are prepared to pay the supplement for a single room or want to cancel the trip all together. In the last case, STARLING will reimburse you the sums that you already paid without any further costs. The room allocation regulation does not apply to boat trips.

Article 7: Type of trip

- 1. the traveller explicitly confirms that he is aware of the adventurous nature of the trip, with the associated lack of comfort and any possible changes to the programme due to local circumstances in the country that we are visiting.
- 2. taking into account the nature of some of the trips, the traveller needs to be aware of some risks and a possible complete lack or limited level of medical assistance, infrastructure and means of communication. For this the traveller can, in any case, invoke liability on the tour operator or the local providers.

Article 8: Termination and changes by the tour operator

- 1. At the latest 21 calendar days before departure, STARLING will decide whether or not the trip will go ahead due to underbooking.
- 2. the local circumstances, the specific destinations and the adventurous character of the trips offered, can mean that before or during the trip changes to the travel programme might have to be made:
- 3. changes prior to departure can mean that we leave from a different airport, another means of transport is used, another transport provider is used etc. In such a case the tour operator is obliged to limit any negative consequences for the traveller as much as possible.
- 4. if during a trip a change forces itself to be made to the programme by factors beyond the will of the tour operator, the tour guide in charge will try to find an alternative, taking the participants' wishes into account. The final decision will be made by the tour guide.
- 5. these amendments to the tour programme can, in exceptional circumstances, have as consequence that routes, excursions, accommodation and local transport deviate from what was published in the brochure. In this case, the tour operator is obliged to offer alternatives to the traveller which are in keeping with the nature of the trip as much as possible.

Article 9: Liability of the tour operator

- 1. The tour operator is not liable for unforeseen circumstances, resulting from force majeure such as unplanned changes in regulations, delays or cancellation of flights, accidents, strikes, epidemics, weather conditions, war, etc., this list is non-exhaustive. The extra costs for this will be charged to the traveller.
- 2. nor will the tour operator or the tour guide be responsible for a traveller arrested by the police and /or other authorities due to not complying with rules and regulations. All the consequences are for the account of the traveller.
- 3. due to the adventurous character of the trip, the correctness of the services as provided for by third parties abroad, will have to be judged according to local customs and traditions.
- 4. the tour operator has the right to cancel the travel agreement, without being able to be held liable for any damages suffered in case of force majeure, under which it is understood to be abnormal and unforeseeable circumstances which are beyond the control of the tour operator or travel agent and of which the consequences, despite all precautionary measures taken, could not have been avoided. Force majeure comprises a.o. political unrest, war, natural disasters, shortage, general strike, etc. When force majeure is decided upon, the local circumstances to which the travel agreement relates to will be taken into account.
- 5. the traveller needs to ensure that he has a valid international passport and complies with visa obligations.
- 6. the traveller is responsible for any inoculations that are needed. Taking into account that the tour operator is not a qualified doctor, the traveller must evaluate the information he was given with a qualified doctor. Special health risks (e.g. diabetes, heart conditions, asthma, epilepsy, etc.) must be notified to the tour operator when registering for the trip.
- 7. The traveller is responsible for any formalities regarding luggage and currency. In case of non-compliance with the statutory regulations of the country concerned, the damage resulting from this will be for the account of the traveller.

Article 10: Normal course of the trip

1. the traveller must follow the guidelines of the tour guide concerning the safety, the course of the trip, the group events and the condition. Violating these guidelines may result in the traveller being excluded from further participation, under which is able to claim compensation or reimbursement of part of the price of the trip.

2. if during the trip, it should appear that someone no longer meets the requirements or no longer has the condition to continue the trip, the tour guide may decide to send him/her back to the hotel or to the place of departure. The inconvenience and costs resulting from this will be charged to the traveller.

Article 11: Luggage

- 1. the tour operator is not liable for loss, theft, or damage to luggage. The possible liability of the transport provider or hotel is maintained.
- 2. advice about the luggage allowance must be adhered to. Any costs for excess luggage will be charged to the traveller. On scheduled flights one person is allowed to bring 1 travel bag or rucksack up to 20 kg and one piece of hand luggage with them.
- 3. upon loss or damage of the luggage, a Property Irregularity Report must be filled out at the airport. Any luggage labels and extra pieces of evidence need to be kept in such a case.

Article 12: Rental cars and camping equipment

- 1. for a number of trips, STARLING puts rental cars and camping equipment at the disposal of the travellers. The travellers need to look after this material with due diligence. Traffic fines and causing intentional damage are for the account of the traveller.
- 2. a fully-comprehensive insurance is always included, for a number of trips with rental cars there is an exemption per case and/or not all the damage is covered by the insurance. This exemption or non-insured damage is for the account of the traveller.

Article 13: Age

People older than 70 years must submit a medical certificate for all STARLING group travel.

Article 14: Geschillencommissie Reizen

- 1. the agreements are governed solely by Belgian law.
- 2. for complaints for which the Geschillencommissie Reizen is not authorised, only the courts of Ghent will be authorised.

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