

General terms and conditions of the Travel Disputes Committee for Coupled Travel Arrangements

Article 1: Scope

These General Terms and Conditions apply to linked travel arrangements booked from 1 July 2019 and are governed by the Act on the Sale of Package Travel, Linked Travel Arrangements and Travel Services of 21 November 2017.

Article 2: Definition

A linked travel arrangement exists if at least two different types of travel services are purchased for the same trip or holiday, which do not, however, constitute a package holiday and for which separate agreements are concluded with the various travel service providers, whereby a professional

(a) facilitates the selection of and payment for each travel service separately by the traveller during one visit to, or moment of contact with, its own point of sale; or

b) facilitates in a targeted manner the purchase of at least one additional travel service from another professional whereby a contract is concluded with that other professional at the latest 24 hours after the confirmation of the booking of the first travel service.

Article 3: Information to the traveller before the formation of a linked travel arrangement

The professional facilitating a coupled travel arrangement shall provide the traveller with the standard information prescribed by law and draw his attention to the following information:

1. That the traveller has not concluded a package holiday and that each service provider is liable for the proper contractual performance of its own services
2. That the traveller may claim protection in the event of insolvency.

Article 4: Consequences of non-compliance with the information obligation

If the professional who facilitates linked travel services has not provided correct information, the rights and obligations of a package tour apply, except for price changes and changes to the package tour.

Article 5: Information by the traveller

5.1: The person entering into the linked travel package must provide the professionals with all useful information about him/herself and his/her fellow travellers that may be of importance for the conclusion or execution of the contract.



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5.2: If the traveller provides incorrect information and this leads to additional costs for the professional, these costs may be charged.

Article 6: Insolvency

Professionals who facilitate coupled travel arrangements shall provide security for the repayment of all sums received from travellers, if a travel service, which is part of a coupled travel arrangement, is not provided as a result of their insolvency. If these professionals are the party responsible for passenger transport, the security shall also cover the repatriation of the traveller.

Article 7: Liability for booking errors

7.1: The professional is liable for any error

- due to technical defects in the reservation system that are attributable to him
- that he makes during the booking process, if he has accepted to arrange the booking of travel services.

7.2: A professional is not liable for booking errors that are attributable to the traveller or caused by unavoidable and extraordinary circumstances.

Article 8: Complaints procedure

The professional shall provide the traveller with information on the internal complaints procedure.

Article 9: Reconciliation procedure

9.1 In the event of a dispute, the parties must first attempt to reach an amicable settlement.

9.2 If this attempt at amicable settlement fails, each of the parties concerned may ask the vzw Geschillencommissie Reizen to initiate a conciliation procedure. All parties must agree to this.

9.3 To this end, the secretariat shall provide the parties with reconciliation regulations and a "reconciliation agreement".

9.4 In accordance with the procedure described in the rules, an impartial conciliator will then contact the parties to seek a fair conciliation between them.

9.5 Any agreement reached shall be recorded in a binding written agreement.



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Article 10: Arbitration or court

10.1 If no reconciliation procedure is instituted or fails, the plaintiff may, if desired, institute arbitration proceedings before the Geschillencommissie Reizen or commence proceedings before the court.

10.2 The traveller can never be obliged to accept the jurisdiction of the Geschillencommissie Reizen, neither as plaintiff nor defendant.

10.3 The professional who is the defendant may only refuse arbitration if the amount demanded by the plaintiff is more than 1250 Euros. He has a period of 10 calendar days after receipt of the registered letter or e-mail with acknowledgment of receipt, stating that a file with a claim of 1251 Euros or more has been opened with the Geschillencommissie Reizen.

10.4 This arbitration procedure is governed by dispute regulations and can only be initiated after the submission of a complaint to the company itself and as soon as it is clear that the dispute could not be settled amicably or as soon as 4 months have passed since the (planned) end of the trip (or possibly since the performance which gave rise to the dispute). Disputes regarding physical injuries can only be settled by the courts.

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

Secretariat of the Travel Disputes Committee telephone: 02 277 62 15 or 02 277 61 80 (9 a.m. to 12 p.m.) ; fax: 02 277 91 00 City Atrium, rue du Progrès 50, 129 Brussels email: reisgeschillen@clv-gr.be
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