Uniglobe Robins Travel is a trading name of Robins Travel NV – BE0452.101.855

General Travel Terms and Conditions of the Travel Disputes Committee for Linked Travel Arrangements

Article 1: Scope
These general terms and conditions apply to the sale of linked travel arrangements booked on or after 1 July 2018 and governed by the Belgian Act of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Article 2: Definition
A linked travel arrangement exists where at least two different types of travel services are purchased for the purpose of the same trip or holiday, without constituting a package, and separate contracts are concluded with the individual travel service providers, where a trader: (a) facilitates, on the occasion of a single visit to or contact with its point of sale, the separate selection and separate payment of each travel service by the traveller; or (b) facilitates, in a targeted manner, the procurement of at least one additional travel service from another trader, where a contract with that other trader is concluded no later than 24 hours after confirmation of the booking of the first travel service.

Article 3: Information to be provided to the traveller before a linked travel arrangement is formed
The trader facilitating a linked travel arrangement shall provide the traveller with the legally prescribed standard information and inform the traveller: (1) that the traveller has not concluded a package travel contract and that each service provider is responsible for the proper contractual performance of its own services; and (2) that the traveller is entitled to insolvency protection.

Article 4: Consequences of failure to comply with the information requirements
If the trader facilitating linked travel services fails to provide correct information, the rights and obligations applicable to a package shall apply, except those concerning price changes and alterations to the package.

Article 5: Information provided by the traveller
5.1 The person concluding the linked travel arrangement shall provide the traders with all relevant information concerning themselves and their fellow travellers that may be important for the conclusion or performance of the contract.
5.2 If the traveller provides incorrect information and this results in additional costs for the trader, those costs may be charged to the traveller.

Article 6: Insolvency
Traders facilitating linked travel arrangements shall provide security for the reimbursement of all payments received from travellers insofar as a travel service forming part of a linked travel arrangement is not performed as a consequence of their insolvency. Where such traders are the party responsible for the carriage of passengers, the security shall also cover the repatriation of the traveller.

Article 7: Liability for booking errors
7.1 The trader shall be liable for any error resulting from technical defects in the booking system attributable to the trader, or committed by the trader during the booking process where the trader has agreed to arrange the booking of travel services. 7.2 A trader shall not be liable for booking errors attributable to the traveller or caused by unavoidable and extraordinary circumstances.

Article 8: Complaints procedure
The trader shall provide the traveller with information about its internal complaints-handling procedure.

Article 9: Conciliation procedure
9.1 In the event of a dispute, the parties shall first seek an amicable settlement between themselves.
9.2 If the attempt to reach an amicable settlement fails, any party concerned may request the non-profit association Travel Disputes Committee (Geschillencommissie Reizen) to initiate a conciliation procedure. All parties must consent.
9.3 To this end, the secretariat shall provide the parties with the conciliation rules and a “conciliation agreement”.
9.4 In accordance with the procedure described in those rules, an impartial conciliator shall then contact the parties with a view to achieving a fair settlement between them.
9.5 Any agreement reached shall be recorded in a binding written agreement.

Article 10: Arbitration or court proceedings
10.1 If no conciliation procedure is initiated, or if it fails, the claimant may, if desired, initiate arbitration proceedings before the Travel Disputes Committee or bring proceedings before the courts.
10.2 The traveller may never be compelled to accept the jurisdiction of the Travel Disputes Committee, whether as claimant or respondent.
10.3 A trader acting as respondent may refuse arbitration only where the amount claimed exceeds EUR 2,500. The trader has 10 calendar days from receipt of the registered letter or email with acknowledgement of receipt indicating that a case involving a claim of EUR 2,501 or more has been opened before the Travel Disputes Committee.
10.4 Arbitration is governed by the dispute resolution rules and may be initiated only after a complaint has been submitted to the undertaking itself, once it has become clear that the

dispute cannot be settled amicably, or once four months have elapsed after the (scheduled) end of the trip (or, where applicable, after the service giving rise to the dispute). Disputes concerning bodily injury may be resolved only by the courts.
10.5 The arbitration panel, composed of equal representation from both sides, shall issue a binding and final decision on the travel dispute in accordance with the dispute resolution rules. No appeal is possible.

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