Uniglobe Travel

GENERAL TRAVEL TERMS AND CONDITIONS OF THE TRAVEL DISPUTES COMMITTEE FOR PACKAGE TRAVEL CONTRACTS

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

Article 1: Scope of Application

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

Article 2: Information to be Provided by the Organiser and Retailer before Conclusion of the Package Travel Contract

2.1 Before the traveller is bound by a package travel contract, the organiser and the retailer shall provide the traveller with the standard information prescribed by law and, insofar as applicable to the package:

1° the main characteristics of the travel services:

a) the travel destination(s), itinerary and periods of stay, with dates and the number of nights;

b) the means, characteristics and categories of transport, the points, dates and times of departure and return, the duration and locations of intermediate stops and transport connections; where the exact time has not yet been determined, the approximate time shall be indicated;

c) the location, main features and category of the accommodation under the rules of the country of destination;

d) the meal plan;

e) the visits, excursions or other services included in the total price agreed for the package;

f) where not otherwise apparent, whether any travel services will be provided to the traveller as part of a group;

g) the language in which other tourist services will be provided, where applicable;

h) whether the trip is generally suitable for persons with reduced mobility;

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

2° the total price of the package and, where applicable, an indication of the type of additional costs which may be payable by the traveller;

3° the payment arrangements;

4° the minimum number of persons required for the package to take place and the deadline for any termination of the contract if that number is not reached;

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 formalities;

6° notice that the traveller may terminate the contract upon payment of a termination fee;

7° information on cancellation and/or assistance insurance.

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

2.3 The pre-contractual information provided to the traveller shall form an integral part of the package travel contract. It may not be amended unless the parties mutually agree.

Article 3: Information Provided by the Traveller

3.1 The person entering into the package travel contract must provide the organiser and retailer with all relevant information concerning themselves and their fellow travellers which may be important for the conclusion or performance of the contract.

3.2 Where the traveller provides incorrect information and this results in additional costs for the organiser and/or retailer, those costs may be charged to the traveller.

Article 4: The Package Travel Contract

4.1 Upon conclusion of the package travel contract, or within a reasonable time thereafter, the organiser or, where a retailer is involved, the retailer shall provide the traveller with confirmation of the contract on a durable medium, such as an email, paper document or PDF. Where the package travel contract is concluded in the simultaneous physical presence of the parties, the traveller shall be entitled to request a paper copy.

4.2 The package travel contract or its confirmation shall contain the full terms of the contract, including all information referred to in Article 2 and the following information:

1° any special requirements of the traveller which the organiser has accepted;

2° that the organiser is responsible for the proper performance of the package and is under an obligation to provide assistance;

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

3° the name and contact details of the entity providing insolvency protection;

4° the name, address, telephone number and email address of the organiser's local representative or another service to contact if the traveller is in difficulty or wishes to complain about any lack of conformity;

5° the traveller's obligation to report any lack of conformity during the trip;

6° information enabling direct contact with an unaccompanied minor or the person responsible for that minor at the place of stay;

7° information on the internal complaints-handling procedure;

8° information on the Travel Disputes Committee and the EU online dispute resolution platform;

9° information on the traveller's right to transfer the contract.

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

1° the necessary receipts;

2° vouchers and tickets;

3° information on scheduled departure times and, where applicable, the latest check-in time, scheduled times of intermediate stops, transport connections and arrival.

Article 5: Price

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

1° the price of passenger transport resulting from an increase in the cost of fuel or other energy sources; or

2° the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes and landing or embarkation or disembarkation fees at ports and airports; or

3° exchange rates relevant to the package.

Where a price increase is provided for, the traveller shall be 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 terminate the contract without paying a termination fee.

5.3 A price increase shall be possible only if the organiser notifies the traveller thereof on a durable medium, such as an email, paper document or PDF, no later than twenty days before the start of the package, stating the reasons for the increase and providing a calculation.

5.4 In the event of a price reduction, the organiser shall be entitled to deduct administrative expenses from the refund due to the traveller. The organiser shall provide evidence of those expenses if the traveller so requests.

Article 6: Payment of the Travel Price

6.1 Unless otherwise agreed, upon conclusion of the package travel contract the traveller shall pay, by way of deposit, a portion of the total travel price as specified in the special terms and conditions.

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

6.3 If, after prior notice of default, the traveller fails to pay the deposit or travel price demanded, the organiser and/or retailer shall be entitled to terminate the contract with the traveller by operation of law, at the traveller's expense.

Article 7: Transfer of the Package Travel Contract

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

1° informs the organiser and, where applicable, the retailer as soon as possible and no later than seven days before the start of the package, on a durable medium such as an email, paper document or PDF; and

2° bears any additional costs arising from the transfer.

7.2 The person transferring the package and the person to whom the contract is transferred shall be jointly and severally liable for payment of any outstanding balance and any additional fees arising from the transfer. The organiser shall inform the transferor of the costs of the transfer.

Article 8: Other Changes Requested by the Traveller

Where the traveller requests another change, the organiser and/or retailer who is able to accommodate that request may charge all costs arising from it.

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

Article 9: Changes by the Organiser before Departure

9.1 The organiser may not unilaterally amend the terms of the package travel contract, other than price changes, before the start of the package unless:

1° the organiser has reserved that right in the contract; and

2° the change is insignificant; and

3° the organiser informs the traveller thereof on a durable medium, such as an email, paper document or PDF.

9.2 If, before the start of the package, the organiser is compelled to alter significantly any of the main characteristics of the travel services, cannot fulfil the traveller's confirmed special requirements, or proposes to increase the package price by more than 8%, the organiser must inform the traveller and notify them of:

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

2° the option to terminate the contract without charge unless the traveller accepts the proposed changes;

3° the period within which the traveller must inform the organiser of their decision;

4° the fact that, if the traveller does not expressly accept the proposed change within the specified period, the contract will terminate automatically; and

5° where applicable, the proposed substitute package and its price.

9.3 Where changes to the package travel contract or the substitute package result in a reduction in the quality or cost of the package, the traveller shall be entitled to an appropriate price reduction.

9.4 Where the package travel contract is terminated pursuant to Article 9.2 and the traveller does not accept a substitute package, the organiser shall refund all payments made by the traveller no later than fourteen days after termination of the contract.

Article 10: Termination by the Organiser before Departure

10.1 The organiser may terminate the package travel contract:

1° if the number of persons enrolled for the package is lower than the minimum number stated in the contract and the organiser notifies the traveller of termination within the period specified in the contract, but no later than:

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

a) twenty days before the start of the package in the case of trips lasting more than six days;

b) seven days before the start of the package in the case of trips lasting between two and six days;

c) 48 hours before the start of the package in the case of trips lasting less than two days; or

2° if the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of termination before the start of the package.

10.2 In these cases, the organiser shall refund all payments received from the traveller for the package, without being liable for any additional compensation.

Article 11: Termination by the Traveller

11.1 The traveller may terminate the package travel contract at any time before the start of the package. In the event of termination, the traveller may be required to pay a termination fee to the organiser. The package travel contract may specify standardised termination fees based on the time of termination before the start of the package and the expected cost savings and income from alternative deployment of the travel services. Where no standardised termination fees have been specified, the termination fee shall correspond to the price of the package less the cost savings and income from alternative deployment of the travel services.

11.2 However, where unavoidable and extraordinary circumstances occur at the destination which significantly affect the performance of the package or the carriage of passengers to the destination, the traveller shall be entitled to terminate the package travel contract without paying a termination fee. In the event of termination pursuant to this Article, the traveller shall be entitled to a full refund of all payments made for the package but shall not be entitled to additional compensation.

11.3 The organiser shall refund all payments made by or on behalf of the traveller, less the termination fee, no later than fourteen days thereafter.

Article 12: Lack of Conformity during the Trip

12.1 The traveller shall inform the organiser without undue delay of any lack of conformity identified during the performance of a travel service included in the package travel contract.

12.2 If any travel service is not performed in conformity with the package travel contract, the organiser shall remedy the lack of conformity unless this:

1° is impossible; or

2° entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services concerned.

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

If the organiser fails to remedy the lack of conformity, the traveller shall be entitled to a price reduction or compensation in accordance with Article 15.

12.3 If the organiser fails to remedy the lack of conformity within a reasonable period specified by the traveller, the traveller may remedy it themselves and request reimbursement of the necessary expenses. The traveller need not specify a period if the organiser refuses to remedy the lack of conformity or if an immediate remedy is required.

12.4 Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no additional cost to the traveller, alternative arrangements of equivalent or higher quality, if possible. Where the proposed alternative arrangements result in a package of lower quality, the organiser shall grant the traveller an appropriate price reduction. The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate.

12.5 Where the lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period specified by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation. If the package includes passenger transport, the organiser shall also provide for the traveller's repatriation. Where no alternative arrangements can be proposed or the traveller rejects the proposed alternatives, the traveller shall, where appropriate, be entitled to a price reduction and/or compensation even without terminating the package travel contract.

12.6 Where it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation for a maximum of three nights per traveller.

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

12.8 The organiser may not invoke unavoidable and extraordinary circumstances to limit liability where the transport provider concerned may not invoke such circumstances under applicable Union law.

12.9 The traveller may address messages, requests or complaints concerning the performance of the package directly to the retailer through whom the package was purchased. The retailer shall forward such messages, requests or complaints to the organiser without undue delay.

Article 13: Liability of the Traveller

The traveller shall be liable for any damage suffered by the organiser and/or retailer, their employees and/or representatives as a result of the traveller's fault or failure to fulfil contractual obligations.

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

Article 14: Liability of the Organiser and Travel Professional

14.1 The organiser shall be liable for the performance of the travel services included in the package travel contract, irrespective of whether those services are performed by the organiser or by other travel service providers.

14.2 Where the organiser is established outside the European Economic Area, the obligations imposed on organisers shall apply to a retailer established in a Member State unless the retailer proves that the organiser complies with the requirements laid down by the Act of 21 November 2017.

Article 15: Price Reduction and Compensation

15.1 The traveller shall be entitled to an appropriate price reduction for any period during which there was a lack of conformity in the services provided, unless the organiser proves that the lack of conformity is attributable to the traveller.

15.2 The traveller shall be entitled to appropriate compensation from the organiser for any damage sustained as a result of a lack of conformity. Compensation shall be paid without undue delay.

15.3 The traveller shall not be entitled to compensation if the organiser proves that the lack of conformity is attributable to:

1° the traveller;

2° a third party unconnected with the provision of the travel services included in the package travel contract, where the lack of conformity was unforeseeable or unavoidable; or

3° unavoidable and extraordinary circumstances.

Article 16: Obligation to Provide Assistance

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

1° providing appropriate information on health services, local authorities and consular assistance;

2° assisting the traveller in making distance communications and finding alternative travel arrangements.

16.2 Where the difficulties are caused intentionally or negligently by the traveller, the organiser may charge a fee for such assistance. Under no circumstances shall that fee exceed the actual costs incurred by the organiser.

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

Article 17: Complaints Procedure

17.1 If the traveller has a complaint before departure, they must report it as soon as possible to the organiser or retailer in a manner capable of providing evidence.

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

17.3 If a complaint was not satisfactorily resolved locally or the traveller was unable to lodge a complaint locally, the traveller must lodge a complaint with the organiser or retailer without undue delay after the end of the travel contract, in a manner capable of providing evidence.

Article 18: Conciliation Procedure

18.1 In the event of a dispute, the parties must first seek an amicable settlement between themselves.

18.2 If this attempt at amicable settlement fails, any party concerned may request the non-profit Travel Disputes Committee (Geschillencommissie Reizen vzw) to initiate a conciliation procedure. All parties must consent.

18.3 For this purpose, the Secretariat shall provide the parties with conciliation rules and an agreement to conciliate.

18.4 In accordance with the procedure set out in those rules, an impartial conciliator shall then contact the parties with a view to achieving a fair settlement between them.

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

Article 19: Arbitration or Court Proceedings

19.1 Where no conciliation procedure is initiated or where it fails, the claimant may, if they so wish, initiate arbitration proceedings before the Travel Disputes Committee or bring proceedings before the courts.

19.2 The traveller may never be compelled to accept the jurisdiction of the Travel Disputes Committee, whether as claimant or respondent.

19.3 An organiser or retailer who is the respondent may refuse arbitration only where the amount claimed by the claimant exceeds EUR 1,250. The respondent shall have ten calendar days from receipt of the registered letter or email with acknowledgement of receipt stating that a case involving a claim of EUR 1,251 or more has been opened before the Travel Disputes Committee in which to do so.

Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.

19.4 The arbitration procedure is governed by dispute resolution rules and may be initiated only after a complaint has been submitted to the undertaking itself, once it has been established 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 personal injury may be determined only by the courts.

19.5 The arbitration panel, composed on a parity basis, shall decide the travel dispute in a binding and final manner in accordance with the dispute resolution rules. No appeal shall be possible.

Secretariat of the Travel Disputes Committee (Geschillencommissie Reizen):

Telephone: 02 277 62 15 or 02 277 61 80 (9:00 a.m. to 12:00 noon); fax: 02 277 91 00

City Atrium, Vooruitgangstraat 50, 1210 Brussels, Belgium

Email: reisgeschillen@clv-gr.be

Our general and special conditions can be consulted on www.uniglobe.be/terms-of-use
Licensed Trademark of Uniglobe Travel International Limited Partnership. Each office is independently owned and operated.