Uniglobe Travel

General Travel Terms and Conditions of the Travel Disputes Committee for Travel Service Contracts

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

Article 1 – Scope

These General Terms and Conditions apply to the sale of travel services 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 – Information to be provided to the traveller before conclusion of a travel service contract

The organiser or retailer acting as an intermediary in the separate sale of a travel service shall provide the traveller with the following information:

1. The main characteristics of the travel service;

2. The identity of the undertaking (company registration number, trading name, address and telephone number);

3. The total price of the travel service;

4. The payment arrangements;

5. Information on the internal complaints-handling procedure;

6. The protection to which the traveller is entitled in the event of insolvency;

7. The name and contact details of the entity providing such protection.

Article 3 – Information provided by the traveller

3.1 The person entering into the travel service contract shall provide the organiser and the retailer with all relevant information concerning themselves and their fellow travellers which may be material to the conclusion or performance of the contract.

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Travel Well

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

Article 4 – Insolvency

4.1 The organiser or retailer acting as an intermediary in the separate sale of travel services shall provide security for the reimbursement of all payments received from or on behalf of travellers where the travel service cannot be provided as a result of insolvency.

4.2 In respect of travel services not performed, refunds shall be made without delay at the traveller's request.

Article 5 – Complaints-handling procedure

The organiser and/or retailer shall provide the traveller with information on the internal complaints-handling procedure.

Article 6 – Conciliation procedure

6.1 In the event of a dispute, the parties shall first seek to reach an amicable settlement between themselves.

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

6.3 For this purpose, the secretariat shall provide the parties with the conciliation rules and a "conciliation agreement".

6.4 In accordance with the procedure laid down in those rules, an impartial conciliator shall then contact the parties with a view to achieving an equitable settlement between them.

6.5 Any settlement reached shall be recorded in a binding written agreement.

Article 7 – Arbitration or court proceedings

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

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

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7.3 The organiser or retailer acting as respondent may refuse arbitration only where the amount claimed by the claimant exceeds EUR 1,250. The organiser or retailer shall have 10 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 with the Travel Disputes Committee in which to exercise this right.

7.4 The arbitration procedure shall be governed by the 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 since the (scheduled) end of the journey (or, where applicable, from the provision of the service giving rise to the dispute). Disputes relating to bodily injury may be determined only by the courts.

7.5 The arbitration panel, composed of equal representation from the relevant parties, shall decide the travel dispute in accordance with the dispute resolution rules by a final and binding award. No appeal shall lie against that award.

Secretariat of the Travel Disputes Committee

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