

General travel conditions of the Geschillencommissie Reizen for travel service agreements

Article 1: Scope

These general terms and conditions apply to the sale of travel services booked from 1 July 2017 and are governed by the Act on the sale of package holidays, linked travel packages and travel services of 21 November 2017.

Article 2: Information to the traveller prior to the conclusion of a travel services contract

The organiser or retailer selling a travel service separately as an intermediary shall provide the traveller with the following information:

1. The main characteristics of the travel service
2. The identity of the company (company number, business name, address and phone number)
3. The total price of the travel service
4. Methods of payment
5. Information about internal complaint handling
6. The protection to which he is entitled in the event of insolvency
7. The name of the entity providing that protection and its contact details.

Article 3: Information by the traveller

3.1 The person entering into the travel services contract shall provide the organiser and the retailer with all useful information about himself and his fellow travellers which may be relevant to the conclusion or performance of the contract.

3.2 In the event that the traveller furnishes incorrect information and this leads to additional costs for the organiser and/or retailer, such costs may be charged to the traveller.

Article 4: Insolvency

4.1: The organizer or retailer selling individual travel services as an intermediary shall provide security for the repayment of all sums received from or on behalf of travellers in the event that the travel service cannot be provided owing to insolvency.

4.2: For non-performed travel services, refunds are made without delay at the request of the traveller.



Article 5: Complaints procedure

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

Article 6: Reconciliation procedure

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

6.2 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.

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

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

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

Article 7: Arbitration or court

7.1 If no reconciliation procedure is instituted, or if it fails, the claimant may, if desired, institute arbitration proceedings before the Travel Disputes Committee or commence proceedings before the court.

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

7.3 The organizer or retailer who is the defendant may only refuse arbitration if the amount claimed by the plaintiff is more than EUR 1250. He has a period of 10 calendar days after receipt of the registered letter or e-mail with acknowledgment of receipt stating that a case has been opened with the Geschillencommissie Reizen for a claim of more than 1251 Euros.

7.4 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.



7.5 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.

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