



GENERAL TERMS AND CONDITIONS FOR THE DISPUTES COMMITTEE (GESCHLTS COMMISIE REIZEN) VZW FOR TOUR PACKAGE ARRANGEMENTS.

Article 1: Scope

These general terms and conditions apply to tour package agreements that are booked from 1 July 2018 onwards and are regulated by law concerning the sale of package holidays, linked travel arrangements and travel services of 21 November 2017.

Article 2: Information from the organizer and retailer for the conclusion of the tour package agreement

2.1 Before the traveler is bound by a tour package contract, the organizer and also the retailer provide him with the legally prescribed standard information, as well as, insofar as this applies to the tour package:

1° the main characteristics of the tour services:

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

b) the means of transport, their characteristics and categories, the places and dates and times of departure and return, the duration and place of stops and connections; if the exact time is not yet determined, this will be communicated approximately;

c) the location, main characteristics and category of the accommodation according to the rules of the country of destination;

d) the meals provided;

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

(f) the language in which other tourist services are provided;

g) whether the tour is generally suitable for people with reduced mobility;

2° the total price of the tour package, and where applicable, an indication of the type of additional costs that may be borne by the traveler; whether the trip is generally suitable for people with reduced mobility;

3° the payment modalities;

4° the minimum number of people required for the execution of the package and the deadline for the possible termination of the contract if this number is not achieved;

5° general information about the requirements in the country of destination regarding passport and visa obligations, including the approximate time required for obtaining a visa and information on health formalities;

6° the statement that the traveler can cancel the agreement against payment of a cancellation fee;

7° information about cancellation and/or assistance insurances.

2.2 The professional ensures that the correct standard information form is provided for the traveler.

2.3 The pre-contractual information provided for the traveler forms an integral part of the tour package contract. It cannot be changed unless the parties mutually agree.

Article 3: information by the traveler

3.1 The person who concludes the tour package agreement must provide the organizer and the retailer with all useful information about himself and his fellow travelers that may be relevant to the conclusion or performance of the agreement.

3.1 If the traveler provides incorrect information and this leads to additional costs for the organizer and/or retailer, those costs may be charged.

Article 4: the tour package agreement

4.1 When concluding the tour package agreement or within a reasonable period provided by the organizer or, if a retailer is involved, the latter, the traveler is provided with a confirmation of the agreement on a durable medium, such as an e-mail, a paper document or a pdf.

In the event that the tour package contract is concluded in the simultaneous physical presence of the parties, the traveler has the right to request a paper copy.

4.2 The tour package agreement or confirmation thereof contains the full content of the agreement, including all information as stated in Article 2 and the following information:

1° the special wishes of the traveler to which the organizer has responded;

2° that the organizer is responsible for the proper execution of the package, and has a duty of assistance;

3° the name and contact details of the entity that provides protection in the event of insolvency;

4° the name, address, telephone number, e-mail address of the local representative of the organizer or of another service in case the traveler is in difficulty or wishes to complain about the possible non-conformity;

5° the obligation of the traveler to report the non-conformity during the trip;

6° information on the basis of which direct contact can be made with an unaccompanied minor or with the person responsible for him at his place of residence;

7° information about internal complaints handling;

8° information about the Travel Disputes Committee (Geschlossmisse reizen) and the E.U platform for online dispute resolution;

9° information about the passenger's right to transfer his contract.

4.1 In good time before the start of the package, the organizer provides the traveler with:

1° the necessary receipts

2° the vouchers and tickets

3° information about the planned departure times and, if applicable, about the time to check in, the planned times of stops, connections and arrival.

Article 5: The price

5.1 After concluding the tour package agreement, prices can only be increased if the agreement explicitly provides for this. In that case, the tour package agreement will state how the price revision is calculated. Price increases are only permitted as a direct result of changes in:

1° the price of passenger transport due to the increased cost of fuel or other energy sources, or

2° the amount of taxes or fees on the travel services included in the contract, which are levied by third parties not directly involved in the execution of the package, including: tourist taxes and departure or arrival taxes in ports and airports, or

3° the exchange rates that are important for the package holiday. If a price increase is foreseen, the traveler is 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 traveler can cancel the agreement without cancellation compensation.

5.3 A price increase is only possible if the organizer has notified the traveler no later than twenty days prior to the start of the package tour through a durable data carrier, such as, for example, an email, a paper document or a PDF, stating the reasons for the price increase and a calculation.

5.4 In the event of a price reduction, the organizer has the right to deduct the administrative costs from the reimbursement due to the traveler. If the traveler requests this, the organizer substantiates these costs.

Article 6: Payment of the travel sum

6.1 Unless otherwise agreed, the traveler pays when concluding the tour package agreement as an advance on part of the total travel sum as determined in the special conditions.

6.2 Unless otherwise agreed in the tour package contract, the traveler pays the balance of the price no later than 1 month before the departure date.

6.3 If the traveler, after having been given notice of default in advance, fails to pay the advance or the travel sum demanded from him, the organizer and / or retailer will be entitled to terminate the contract with the traveler by operation of law, with the costs borne by the traveler.

Article 7: Transferability of the tour package agreement

7.1 The traveler can transfer the tour package agreement to a person who meets all the conditions that apply to that agreement on the condition that he:

1° informs the organizer and possibly the retailer as quickly as possible and at least 7 days before the start of the package via a durable data carrier, such as an email, a paper document or a pdf, and

2° bears any additional costs arising from the transfer.

7.2 The person who transfers the package and the person who takes over the agreement are jointly and severally liable for the payment of the amount still due and for any additional reimbursements arising from the transfer.

The organizer informs the person transferring the agreement of the costs of the transfer.

Article 8: Other changes by the traveler

If the traveler requests a different change, the organizer and/or retailer who can respond to it may charge all costs that are caused thereby.

Article 9: Change by the organizer before departure

9.1 The organizer cannot unilaterally change the provisions of the tour package agreement, with the exception of price changes before the start of the tour package, unless:



1° the organizer has reserved this right in the agreement, and

2° it is an insignificant change, and

3° the organizer informs the traveler of this via a durable data carrier, such as for example an e-mail, a paper document or a PDF.

9.2 If, before the start of the trip, the organizer is forced to radically change one of the main characteristics of the travel services or cannot meet the confirmed special wishes of the traveler, or the price of the tour package is more than 8%, the organizer must inform the traveler and inform him:

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

2° the possibility of cancelling the agreement without costs, unless he accepts the proposed changes;

3° the period within which he must inform the organizer of his decision;

4° of the fact that if he does not explicitly accept the proposed change within the specified period, the agreement will be automatically terminated, and

5° of the proposed replacement package tour and its price (if applicable).

9.3 If the changes to the tour package agreement or the replacement tour package have the effect of reducing the quality or costs of the tour package, the traveler is entitled to an appropriate price reduction.

9.4 If the tour package contract is terminated on the basis of Article 9.2 and the traveler does not accept a replacement tour package, the organizer returns all paid amounts to the traveler no later than fourteen days after the agreement has been cancelled.

Article 10: Cancellation by the organizer before departure

10.1 The organizer can cancel the tour package agreement:

1° if the number of people who have registered for the package holiday is smaller than the minimum number stated in the agreement and the traveler by the organizer of the cancellation of the agreement is notified within the period specified in the agreement, but at the latest:

(a) 20 days before the start of the package for journeys of more than six days;

(b) seven days before the start of the package for journeys of two to six days;

(c) 48 hours before the start of the package for journeys lasting less than two days, or

2° if he cannot execute the agreement due to unavoidable and extraordinary circumstances and he informs the traveler before the start of the package that the agreement is being terminated.

10.1 In these cases, the organizer will reimburse the traveler for all amounts that he has received for the package holiday, without having to pay any additional compensation.

Article 11: Cancellation by the traveler

11.1 The traveler can cancel the tour package contract at any time before the start of the tour. In the event of cancellation, the traveler may be required to pay a cancellation fee to the organizer.

The tour package contract can determine standardized cancellation fees based on the time of cancellation before the start of the package and the expected cost savings and income from alternative use of the travel services.

If no standardized cancellation fees have been set, the amount of the cancellation fee corresponds to the price of the package, less the cost savings and income from alternative use of the travel services.

11.2 However, if unavoidable and extraordinary circumstances occur at the place of destination that have significant consequences for the execution of the tour package or which have a significant impact on the passenger transport of travelers to the place of destination, the right for the traveler to cancel the tour package contract without payment of a cancellation fee, stands. In the event of cancellation of the tour package contract under this article, the traveler is entitled to a full refund of all amounts paid for the tour package, but he cannot claim additional compensation.

11.3 The organizer will refund all amounts paid by or on behalf of the traveler within fourteen days, less the cancellation fee.

Article 12: Non-conformity during the trip

12.1 The traveler informs the organizer without delay of any non-conformity that he has established during the performance of a travel service included in the package tour agreement.

12.2 If one of the travel services is not performed in accordance with the tour package agreement, the organizer will remedy that non-conformity, unless that:



1* it is impossible, or

2* entails disproportionately high costs, taking into account the degree of non-conformity and the value of the relevant tour services. If the organizer does not remedy the non-conformity, the traveler is entitled to a price reduction or compensation in accordance with Article 15.

12.3 If the organizer does not remedy the non-conformity within a reasonable period determined by the traveler, the traveler has the option to request reimbursement of the necessary expenses. It is not necessary for the traveler to set a deadline if the organizer refuses to remedy the non-conformity, or if an immediate solution is required.

12.4 If a substantial part of the travel services cannot be provided, the organizer offers, without additional costs for the traveler, other arrangements of, if possible, equivalent or higher quality. If the other proposed packages lead to a package tour of a lower quality, the organizer grants the traveler an appropriate price reduction.

The traveler can only reject the other proposed arrangements if they are not comparable with what is in the tour package agreement, or if the granted price reduction is insufficient.

12.5 If the non-conformity has significant consequences for the execution of the package tours and the organizer has not remedied it within a reasonable period determined by the traveler, the traveler may cancel the tour package agreement without payment of a cancellation fee and, where appropriate, to price reduction and/or request compensation. If the package includes passenger transport, the organizer also provides for repatriation of the traveler.

If no other arrangements can be proposed or the traveler rejects the other proposed arrangements, the traveler is, where appropriate, also entitled to a price reduction and/or compensation, without cancelling the tour package agreement.

12.6 If, due to unavoidable and extraordinary circumstances, the return of the traveler as agreed in the tour package agreement cannot be guaranteed, the organizer bears the costs of the necessary accommodation, for a maximum of three nights per traveler.

12.7 The limitation of the costs as referred to in 12.6 does not apply to persons with reduced mobility, to persons accompanying them, to pregnant women, to unaccompanied minors and to persons receiving specific medical assistance.

provided that the special needs have been notified to the organizer at least 48 hours before the start of the package.

12.8 The organizer may not invoke unavoidable and extraordinary circumstances to limit liability if the carrier concerned cannot rely on it under the applicable Union law.

12.9 The traveler can address messages, requests or complaints in connection with the implementation of the package directly to the retailer from whom he has purchased the package. The retailer passes on these messages, requests or complaints to the organizer without delay.

Article 13: Liability of the traveler

The traveler is liable for damage suffered by the organizer and/or retailer, their employees and/or representatives as a result of his mistake, or when he has not fulfilled his contractual obligations.

Article 14: Liability of the organizer and the professional

14.1 The organizer is liable for the performance of the travel services provided in the tour package agreement, regardless of whether these services are provided by the organizer or by other travel service providers.

14.2 In the event that the organizer is located outside the European Economic Area, the reseller established in a Member State will be subject to the obligations of organizers, unless the reseller proves that the organizer meets the conditions prescribed by the law of November 21, 2017.

Article 15: Price reduction and compensation

15.1 The traveler is entitled to an appropriate price reduction for each period in which there was non-conformity of the services provided, unless the organizer proves that the non-conformity is due to the traveler.

15.2 The traveler is entitled to appropriate compensation from the organizer for all damages that he incurs as a result of non-conformity. The compensation is paid without delay.

15.3 The traveler is not entitled to compensation if the organizer demonstrates that the non-conformity is due to:

1* the traveler;

2* a third party who is not involved in the implementation of the travel services included in the tour package contract and the non-conformity could not have been foreseen or prevented, or

3* unavoidable and extraordinary circumstances.

Article 16: Obligation to provide assistance

16.1 The organizer offers appropriate assistance without delay to the traveler in difficulty, in particular by:

- 1° providing useful information about medical services, local authorities and consular assistance;
- 2° assisting the traveler in the use of remote communication and in finding other travel arrangements.

16.2 If the difficulties are the result of intent or negligence on the part of the traveler, the organizer may ask for this assistance. Under no circumstances does this reimbursement exceed the actual costs borne by the organizer.

Article 17: Complaints

17.1 If the traveler has a complaint before departure, he must report it to the organizer or retailer as quickly as possible in a substantive manner.

17.2 Complaints during the execution of the tour package agreement must be made by the traveler as soon as possible on the spot, on an appropriate and evidential basis, reporting to the organizer or retailer, so that a solution can be found.

17.3 If a complaint was not satisfactorily resolved on the spot or it was impossible for the traveler to formulate a complaint on the spot, he must submit a complaint to the organizer or retailer without delay after the end of the travel agreement in a substantive manner.

Article 18: Reconciliation procedure

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

18.2 If this attempt to reach an amicable settlement fails, each of the parties involved may request the Travel Disputes Committee to start a conciliation procedure. All parties must agree.

18.3 To this end, the secretariat will provide the parties with a conciliation regulation and an "agreement for reconciliation".

18.4 In accordance with the procedure described in the rules, an impartial conciliator will then contact the parties to pursue a fair reconciliation between the parties.

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

Article 19: Arbitration or court

19.1 If no conciliation procedure is instituted or if it fails, the claimant may, if desired, initiate arbitration proceedings for the Travel Disputes Committee or bring proceedings before the court.

19.2 The traveler can never be obliged to accept the competence of the Travel Disputes Committee, neither as a claimant nor as a defendant.

19.3 The organizer or retailer who is the defendant can only refuse the arbitration if the amount demanded by the claimant more than 1,250 euros. He has a period of 10 calendar days for this after receipt of the registered letter or e-mail with acknowledgment of receipt in which it is indicated that a file with a claim from EUR 1,251 was opened at the Travel Disputes Committee.

19.4 This arbitration procedure is governed by dispute rules, and can only be started after submitting a complaint to the company itself, and as soon as it is established that the dispute could not be settled amicably or as soon as 4 months have passed after the (anticipated) end of the disputed journey (or possibly from the performance that led to the dispute). Disputes concerning physical injuries can only be settled by the courts.

19.5 The jointly appointed arbitral tribunal, in accordance with the dispute regulations, makes a binding and final decision on the travel dispute. No appeal is possible against this.

SECRETARIAT OF THE DISPUTE COMMITTEE TRAVEL
TELEPHONE:

02 277 62 15
02 277 61 80 (9 AM TO 12 PM)

CITY ATRIUM
VOORUIT GANINGSTRAAT 50
1210 BRUSSELS

EMAIL: REISEGESC.HILLE.N@CLV-GR.BE





DESIGN SPECIAL CONDITIONS OF THE ORGANIZER

The organizer is free to determine his special conditions. However, these can never be contrary to the General Terms and Conditions or to the law. The special conditions also serve as an explanation of the general conditions.

Article 1: Prices

At STARLING, the advance is 30% of the travel sum, with a minimum of € 100, plus any insurance policies. The balance must be paid on STARLING journeys no later than 42 days before departure. For journeys where the ticket of the flight(s) and/or train(s) is deregistered separately and is not included in the advertised price, the ticket must be paid in full and be considered separately from the package.

1. The agreed price in the tour package agreement is - subject to a manifest material error - fixed and all mandatory services are included, except those which, according to local regulations, can only be paid in cash by the traveler on the spot.
2. The price is indicated per person based on a double room, unless stated otherwise.
3. The prices contain what is clearly stated per trip on the website and what is stated on the order form. Usually, but not always, this includes meals, accommodation, transport and guidance, insurance guarantee fund. Sometimes flights and airport taxes are also included in the price.
4. Not included are usually but not always transport to the airport, flights and airport taxes, tips for local employees, travel pass and visa costs, vaccinations, assistance insurance and cancellation insurance, personal expenses.
5. Prizes given orally or by telephone by our reservation service are always subject to change. Only written price confirmations are valid.
6. On-demand files that are worked out, unless they result in a fixed booking, there are always 400 euros in file costs.
7. For files that deviate from the standard program, a surcharge of 75 euros per file is charged.
8. The prices are calculated on the basis of
 - a) exchange rates for the stay and other services abroad that were known on 01/12/2018. The change in the exchange rates will be implemented if the exchange rate of (currency, for example the dollar) is higher than (currency against the euro).

(b) taxes and charges, including airport taxes, compared to the situation on the date of the offer for sale.

(c) the transport price including the energy prices that form an element of this transport price on the basis of the date of the sale offer.

1. If the increase exceeds 8% of the total price, the traveler can cancel the tour package agreement without compensation. In this case the traveler is entitled to a refund of the amounts he has paid to the organizer.

Article 2: Formalities

1. The traveler must confirm to have taken cognizance of the information regarding the formalities to be completed which are communicated to him in the brochure or by the retailer.

2. Children must have an identity card with a photo. Children who are not accompanied by their parents must provide documents, on which the parents give their permission to travel alone, stating the date of arrival and departure from the country concerned, as well as the address where they spend their holidays and their address in Belgium.

Article 3: Luggage

The tour operator is not liable for loss, theft or damage to luggage. In the event of loss or damage to baggage, the traveler must complete a property irregularity report at the lost baggage department of the airport. Without this document it is impossible to obtain a reimbursement. Luggage tags and extra evidence must also be kept if necessary.

Article 4: Timetable

The stated timetables are indicative. The traveler must in all circumstances take into account that these can be changed both before and during the trip.

Article 5: Cancellation and changes by the traveler

1. The cancellation costs are variable according to the time of cancellation. The exact date of cancellation is determined by the date of receipt by the organizer. All amounts are indicated per person. The cancellation costs are the following:

- a/ up to 42 days before departure: 30% of the total travel sum
- b/ from 42 days to 28 days before departure: 75% of the total travel sum
- c/ from 28 days before departure: 100% of the total travel sum

2. At STARLING, changes are accepted, to the extent possible, subject to payment of the following administration costs per person:

a/ up to 42 days before departure: € 75

b/ from 42 days before departure: € 150, plus the extra costs owed to the transport companies that accompany this transfer. Attention: with most airlines the booking is not transferable within a period of 42 days before departure.

Changes means: change of travel dates and/or destination.

Article 6: Liability

1. The information contained in this document has been prepared according to information known to us up to six months before its publication. If changes occur in operation, facilities and services of the products offered, these will be notified by the organizer after being informed.

2. The performance of the organizer starts and ends at the boarding point.

Article 7: Course of the trip

1. The traveler must follow the guidelines of the tour leader in relation to safety, the course of the trip, the group event and the condition. In the event of a violation of these guidelines, a traveler can be excluded from further participation without being able to claim compensation or reimbursement of part of the travel sum.

2. If during the trip it appears that someone does not or no longer has the required attitude or condition to continue the trip, the tour leader may decide to send him/her back to the hotel or to the place of departure. Discomfort and costs that would result from this are for the account of the traveler.

Article 8: Layout/surcharge single room

When you register individually, you can indicate on the registration form whether you want to be classified in a double room. We will contact you six to three weeks prior to departure if the classification proves impossible because no other individual participant has registered. You can then indicate whether you are willing to pay the supplement for a single room or refrain from participating in the trip. In the latter case, STARLING will reimburse you the travel expenses already paid without any further costs. The classification scheme is not applicable for boat trips.

Article 9: Nature of the trip

1. The traveler expressly confirms that he is aware of the adventurous nature of the trip, including the possible lack of comfort and the possible program changes due to local circumstances in the visited country.

2. Given the nature of certain journeys, the traveler should be aware of some risks and possibly lack or sometimes limited level of medical assistance, infrastructure, and means of communication. The traveler can in no way invoke the liability of the tour operator or the local operators.

Article 10: Travel duration and program

1. Changes in the timetables of carriers can influence the duration of the journey. The traveler is not entitled to a full or partial refund of the travel sum if the times of departure do not deviate more than 36 hours from the original time due to changes.

2. The travel organizer bears no greater liability than the carrier itself for damage resulting from delays.

3. The detailed practical information sheets have the nature of a travel guide and are not part of the contract. The photos in the brochure are illustrative and do not form part of the contract either.

4. Participants must join the group at the agreed time and place. Any costs due to not joining the trip (in time) are for the account of the traveler. Services not enjoyed, due to late joining in time of the group are non-refundable.

5. The traveler who deviates from the programmed or suggested route during the trip on his own initiative or escapes the supervision and is therefore not present at the agreed times, bears the liability for all additional costs that this entails, and has no right to reimbursement for services not enjoyed.

Article 11: Cancellation and change by the travel organizer

1. STARLING decides at the latest 21 calendar days before departure whether or not a group tour will continue due to understaffing.

2. The local circumstances, the special destinations and the adventurous nature of the trips offered may entail adjustments to the travel program before or during the trip.

3. Adjustments prior to departure may involve departing from another airport, traveling with another means of transport, traveling with another carrier, etc. In such a case, the tour operator undertakes to mitigate any adverse consequences for the traveler as much as possible.



1. If a program change occurs during the trip due to factors independent of the will of the tour operator, the tour leader involved will look for an alternative, taking into account the wishes of the participants. The tour guide makes the final decision.
2. In exceptional cases, the aforementioned adjustments to the travel program may result in routes, excursions, accommodation and local transport deviating from what is stated in the publication. In that case, the travel organizer is obliged to offer the traveler alternatives that preserve the nature of the journey as much as possible

Article 12: Complaints

1. The traveler must inform the organizer without delay in a substantive manner of any non-conformity that he experiences during the execution of the tour package agreement.
2. The equivalent value of services that have not been obtained will only be reimbursed if a written certificate from the relevant service provider is submitted and it is clearly stated which services the traveler has not received.
3. For any disputes that cannot be resolved through the Dispute Committee, only the Court of Ghent has jurisdiction.

Article 13: Copy of a travel concept/travel formula.

Travelers undertake not to copy and offer a similar concept or formula of the journey after their departure.

BRIEF PRIVACY STATEMENT

Your personal data is processed by David Herman for customer management based on the contractual relationship as a result of your order / purchase of your holiday and / or related services and for direct marketing (to offer you new holiday products or services) based on our legitimate interest in doing business. If you do not want us to process your data for direct marketing purposes, it is sufficient for us to communicate this to contact@starlingreizen.be. Via that address you can always ask which data we process about you and, if necessary, have it corrected or deleted. Thereby we may ask you to prove your identity so that we provide the information to the correct person. If you have questions about how we process your data, you can turn to the privacy statement on our website www.starlingreizen.be. If you disagree with the way we do process your data, you can turn to the Data Protection Authority (www.privacycommission.be - Drukpersstraat 35, 1000 Brussels). Our policy on data processing can be found at www.starlingreizen.be.

Starling Reizen bvba - Brandstraat 61 - 9000 Gent
BE0544.546.716
Tel. : 0032 (0) 93950535
Email: contact@starlingreizen.be Website:
www.starlingreizen.be

