

## **Seauton's special conditions for package holidays**

These special conditions form an integral part of the package holiday contract and supplement the general terms and conditions of vzw Geschillencommissie Reizen, as well as the provisions of the Act of 21 November 2017 on the sale of package holidays, affiliated travel packages and travel services (hereinafter the "Belgian Travel Act") and, where applicable, the contractual conditions of the travel service providers. Only Belgian law applies to the package holiday contract.

In view of the mandatory nature of the Belgian Travel Act, the rights and obligations arising from this act cannot be waived at any time by means of these conditions. The provisions of the Belgian Travel Act shall therefore prevail at all times.

### **Article 1. Pre-contractual information**

All pre-contractual information (brochures, promotions, web pages, offers, etc.) are prepared in good faith on the basis of the information available at the time. Maps, photographs or illustrations are for information purposes only and do not entail any contractual obligation.

The pre-contractual information provided to the traveller is an integral part of the package travel contract. It cannot be changed except by explicit and mutual agreement.

Changes to the pre-contractual information shall be communicated to the traveller in a clear, comprehensible and prominent way before the package travel contract is concluded.

Any offer made by Seauton is issued subject to availability and becomes final only after confirmation in the form of a signed package holiday contract and payment of the deposit, unless otherwise agreed. If Seauton is forced to delete or modify a particular offer, an alternative shall be offered.

Seauton reserves the right to correct demonstrable material errors in the pre-contractual information.

### **Article 2. Price**

#### **2.1 General information**

Prices communicated verbally by Seauton are always subject to change. Only written price confirmations are valid.

The traveller acknowledges having received clear and comprehensible information on the price when the contract was concluded.

The price of the travel package includes, except in the case of obvious material errors, all the services listed in the order form or travel programme.

#### **2.2 Price description**

The price includes:

- Economy class passenger transport (unless otherwise stated) outbound and inbound.
- Baggage (20 kg per person, unless otherwise stated).
- Local transport, including transport between the destination airport and the accommodation.
- Accommodation with meals as provided for in the order form and/or the travel programme.
- All entrance fees, services and taxes, unless stated otherwise.
- The services of the local representative.
- Tips for drivers, local guides and hotel staff during the package holiday.
- Belgian and any local VAT according to the correct tax rates.

The following are not included:

- Fees for a passport, visa, vaccinations and other formalities unless otherwise stated.
- All personal expenses.

- Tips and excursions not expressly mentioned as being included in the travel programme.
- Transport between the accommodation and the airport/embarkation point for passenger transport.
- Travel assistance, cancellation and/or other insurances.

### 2.3 Pricing

The price is determined in the package holiday contract at the time of conclusion of the contract and includes all travel services listed in the contract, as well as all taxes and, if applicable, all additional fees, surcharges and other costs.

The prices for the accommodation and other services abroad are calculated on the basis of the rates and exchange rates valid on the date of the request for quotation.

The prices for transport (coach, plane, etc.) are calculated on the basis of the transport fuel prices valid on the date of the request for quotation. The taxes and charges, including the airport taxes mentioned in the offer and the package holiday contract with the traveller, are those as known on the date of price calculation.

The traveller shall be liable for all fees, surcharges and costs which could not reasonably have been foreseen at the time the contract was concluded, such as tourist tax, entrance fees, etc.

The offer and order forms issued by Seauton are valid for a period of 14 (fourteen) days from the date of dispatch, unless otherwise indicated.

Upon receipt of the written confirmation of the package holiday, the traveller is under an obligation to pay.

Seauton shall not be bound by obvious material errors in the price and shall be entitled to correct such material errors.

### 2.4. Price change

Seauton reserves the right to increase the price of the package holiday it has organised up to 20 (twenty) days before departure by a maximum of 8% of the total cost of the holiday, if this increase is due to:

- 1° An increase in the price of passenger transport attributable to an increase in the cost of fuel.
- 2° An increase in taxes or fees on the travel services included in the package holiday, levied by third parties not directly involved in the performance, including tourist taxes, landing taxes and departure or arrival taxes at ports and/or airports.
- 3° The exchange rates relevant to the package holiday.

Any price increase shall be communicated to the traveller by Seauton on a durable medium, no later than 20 (twenty) days before the start of the package holiday, with a justification for the price increase, a calculation and, if applicable, the date of the fuel determination.

If, for one of the aforementioned reasons, the cost of the package holiday falls after the contract is concluded and before the package holiday begins, the traveller is entitled to a price reduction. In this case, only administrative costs shall be charged. These costs can be justified at the express request of the traveller.

## **Article 3. Payments**

### 3.1. General information

Advances and invoices are payable to Seauton's registered office, net and without discount.

Cash payments are only accepted up to a maximum of EUR 3,000.00 regardless of the total amount of the package holiday.

At the time of concluding the package holiday contract, the traveller shall owe an advance payment of 45 (forty-five) percent of the total price or a minimum of EUR 1,000 (one thousand).

The balance account is available from 42 days before the start of the package holiday and must be settled at the latest by the due date.

Contracts entered into less than 42 days before the start of the package holiday are payable in full immediately.

Invoices that are not objected to by registered mail within a period of 8 (eight) days from receipt shall be irrevocably considered as accepted.

### 3.2. Incomplete or late payment

If the traveller fails to pay the advance payment or the travel sum in full, Seauton as organiser may cancel the package holiday contract with the traveller ipso jure and without prior notice of default. Cancellation costs shall be borne by the traveller and calculated in accordance with Article 9 of these conditions.

In the event of non-payment by the due date, interest of 12% per year shall be payable by operation of law and without prior notice of default. Interest shall be calculated from month to month, with each month started counting as a full month.

In addition, in the event of non-payment by the due date, a fixed compensation amounting to 10% of the total travel sum or a minimum of EUR 100.00 per case shall be payable, ipso jure and without prior notice of default.

### 3.3. Invoicing

Invoicing shall be done on paper or electronically at Seauton's discretion. If the traveller does not wish to receive an electronic invoice, they must make a written request to that effect to Seauton. If Seauton does not receive anything from the traveller, the traveller tacitly undertakes to receive the invoice electronically. The traveller undertakes to guarantee the authenticity of the origin and integrity of the contents of the invoices issued, as well as their legibility. The evidential value of these electronic invoices is expressly accepted by the traveller.

## **Article 4. Formalities**

### 4.1. Obligations regarding the communication of information

If the traveller has an essential condition for the package holiday to take place, they are obliged to mention it when preparing the order form.

The person concluding the package holiday contract undertakes to pass on to the co-travellers all the information provided by Seauton concerning the execution of the package holiday contract, and indemnifies Seauton against all possible damage and claims which could be made against Seauton in this context.

### 4.2. Obligations regarding travel documents

Before the start of the package holiday, Seauton shall provide the traveller with the travel documents which it has received from the travel service providers.

The travel documents include the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, on the latest check-in time, as well as the scheduled times of intermediate stops, connections and arrivals.

These travel documents shall be sent by e-mail at the latest one week before departure after receipt of the full travel price. If payment is not made on time, Seauton shall not deliver the travel documents.

At the express request of the traveller, travel documents may also be sent by post, subject to payment of a surcharge. If the booking is made less than one week before departure, the travel documents shall be made available immediately by e-mail after payment of the travel price.

#### 4.3. Obligations regarding identity documents

Each traveller must be in possession of valid identity documents for the package holiday booked. For example, the traveller must have the various documents required by the authorities of the countries they are visiting. Identity documents and passports must be valid for at least 6 (six) months after the return from the package holiday.

Seauton provides the traveller with general information on passport and visa requirements applicable in the country of destination. The information provided by Seauton may be out of date at the time of the package holiday. The traveller shall consult the applicable formalities on the website of the Belgian Ministry of Foreign Affairs ([https://diplomatie.belgium.be/en/services/travelling\\_abroad/travel\\_documents](https://diplomatie.belgium.be/en/services/travelling_abroad/travel_documents)).

The traveller shall apply for their visa in due time and shall bear the cost of the visa. Seauton is not liable in case of negligence of the traveller or if the visa is refused.

Travellers who do not have Belgian nationality are obliged to apply to the embassy or consulate to obtain correct information about the necessary identity documents.

Minors must be in possession of an identity document (Kids-ID). If a minor travels alone or with only one parent, the written consent of both parents is required.

The traveller shall check with the embassy or consulate of the country of destination about additional documents required for children travelling alone or with one parent. Seauton is not liable in case of negligence of the traveller.

#### 4.4. Obligations concerning passenger transport

Schedules are notified subject to change and may be altered before or during the package holiday. Seauton shall inform the traveller of this change without delay.

The traveller is obliged to report for boarding in good time.

The passenger must comply with the weight limits prescribed for baggage. Any additional costs incurred in case of overweight baggage shall be borne entirely by the traveller.

#### 4.5. Obligations concerning flights

The airlines blacklisted by the European Commission pursuant to EU Regulation 2311/2005 of 14 December 2005 can be found here: [https://ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en)

The identity of the airline shall be disclosed to the traveller no later than on the travel documents.

#### 4.6. Health

The traveller has the duty to obtain the necessary information regarding the health formalities at the chosen destination.

The traveller declares that they are medically, physically and psychologically fit to undertake the chosen package holiday. If a traveller has a physical or mental disability, a mobility impairment, suffers from an illness that requires treatment or is pregnant, Seauton must be informed of this.

Seauton reserves the right to refuse a traveller for a package holiday, for objective and non-discriminatory reasons, if it appears that they will be unable to take part in it.

Travellers are advised to consult the website of the Belgian Ministry of Foreign Affairs regarding health and safety conditions.

The traveller is personally responsible for any vaccinations. As Seauton has no medical authority, the traveller should evaluate the information provided themselves with a competent doctor or medical authority.

## **Article 5. Conclusion of the package holiday contract**

Unless otherwise stipulated, the package holiday contract is concluded when the traveller receives written confirmation of the package holiday and, if an advance payment is required, upon payment of the advance payment.

## **Article 6. Right of withdrawal**

On the basis of Article VI.53 12° and Article VI.73 12° of the Belgian Code of Economic Law, the traveller cannot invoke the right of withdrawal in order to renounce the package holiday contract.

## **Article 7. Modification of the package holiday contract prior to departure**

### 7.1. Change by the traveller

No unilateral changes may be made by the traveller, except by express and mutual agreement of the parties to the package holiday contract.

Any change at the request of the traveller shall give rise to the payment of a flat-rate administrative charge of EUR 30.00 per person, plus any costs incurred by Seauton and/or the travel service providers. The traveller must address the request for change in writing to Seauton by e-mail with acknowledgement of receipt or by registered mail.

Requests for changes that arrive outside opening hours are deemed to have been received on the following working day.

A change will only be possible depending on availability and taking into account a possible price adjustment. The costs of this change shall be borne by the traveller.

### 7.2. Change by the organiser

Seauton reserves the right to make insignificant changes to the trips it organises before departure. The traveller shall be informed of this by means of a durable data carrier.

If Seauton must make substantial changes to the package holiday contract, the traveller may accept this change or cancel the contract without paying a cancellation fee. The traveller must notify Seauton of their choice within a reasonable period (no later than 48 hours) after this information has been sent.

Seauton is also permitted to correct material errors.

**Article 8. Transfer of contract by the traveller**

The traveller may, within a reasonable period (no later than 7 days) before the start of the package holiday, transfer the package holiday contract to a person fulfilling all the conditions applicable to that contract. The traveller shall inform Seauton of this in writing by e-mail with confirmation of receipt or by registered mail.

Requests for transfer that arrive outside opening hours are deemed to have been received on the following working day.

In the event of a transfer of the package holiday contract, the transferor and the transferee are jointly and severally liable for the payment of the amount due and for any additional fees, surcharges and other costs arising from the transfer.

Seauton shall inform the transferring traveller of the actual costs of the transfer. These costs may not exceed the actual costs incurred by Seauton as a result of the transfer of the package holiday contract.

In certain cases, a new travel service must be purchased when transferring the package holiday contract (e.g. in the case of flight tickets that cannot be changed or refunded, fully booked flights, etc.). These costs shall be borne in full by the traveller. If a particular travel service can no longer be provided after the transfer request, Seauton cannot be held liable.

**Article 9. Cancellation of the travel package contract by the traveller**

The traveller may cancel the package holiday contract at any time before the start of the package holiday by paying an appropriate and justified cancellation fee.

The traveller must inform Seauton of this in writing by e-mail with acknowledgement of receipt or by registered mail. The date that is valid and serves as notice of cancellation shall always be the working day following the effective receipt of the registered letter or the acknowledgement of receipt of the e-mail.

The insurance premium is always payable in addition to the cancellation fee.

The cancellation fee varies according to the time of cancellation:

- Cancellation up to 42 days before departure: 30% of the total travel sum.
- Cancellation up to 15 days before departure: 60% of the total travel sum.
- Cancellation up to 7 days before departure: 75% of the total travel sum.
- Cancellation within 7 days before departure: 100% of the total travel sum.

If the traveller does not turn up for departure on the package holiday, a fee of 100% of the total travel price shall be payable.

If the costs of the travel service provider exceed these standardised cancellation fees, Seauton reserves the right to pass these costs on to the traveller.

**Article 10. Complaints procedure**

The traveller shall inform Seauton without undue delay of any complaints relating to the execution of the package holiday via:

- Seauton emergency number: .....
- E-mail: .....
- App: .....

Complaints must always be communicated with evidence. If a complaint is only made after the package holiday has ended, the facts cannot always be established and the right to compensation may be lost.

When lodging a complaint, the traveller must present all relevant evidence. Only complaints that have been submitted with evidence can be taken into consideration.

The equivalent value of services not received shall only be refunded on submission of a written attestation from the service provider concerned, clearly stating which services the traveller has not received.

Complaints that have not been satisfactorily resolved on site must be confirmed by the traveller without undue delay and no later than one month after the end of the package holiday.

Firstly, in the event of a dispute, the parties shall hold a joint informal consultation in which both parties shall actively participate and where the reason for and the content of the dispute shall be discussed. The parties shall strive to reach an amicable settlement.

If this attempt at an amicable settlement fails, the parties can turn to vzw Geschillencommissie Reizen.

The online dispute resolution platform of the European Union can be consulted via the following website: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

#### **Article 11. Liability of the organiser**

Seauton, as the organiser, is responsible for the proper execution of the travel services included in the package holiday contract, regardless of whether these services are performed by the organiser or by other travel service providers.

Seauton is not responsible for excursions or trips which are not included in the package holiday and which are booked by the traveller with local traders.

Seauton is not liable for situations as listed in Article 50 of the Belgian Travel Act.

In the cases referred to in Article 51, Section 3 of the Act of 21 November 2017, Seauton's liability is limited to three times the total travel fee.

In case of loss or damage of baggage, the traveller is obliged to immediately report this to the airline concerned at the airport. The traveller must fill in a 'property irregularity report' form at the lost luggage department at the airport. If the transport is performed by coach, a certificate must be requested from the accompanying employee or driver.

#### **Article 12. Liability for booking errors**

Seauton is liable for any error due to technical faults in the booking system that are attributable to it and, if it has accepted to arrange the booking of a package holiday, it is liable for errors made during the booking process.

#### **Article 13. Protection in case of insolvency**

Seauton is insured against insolvency by Amlin Insurance SE (Bijhuis Belgium, Koning Albert II-laan 37, 1030 Brussels, Belgium, insolvency.claims.be@msamlin.com, +32-(0)2/894.70.00) as a security for the repatriation of the travellers and the refunding of all sums paid.

#### **Article 14. Competent court**

In the event of disputes that cannot be settled through vzw Geschillencommissie Reizen, only the courts of the district of Leuven are competent, which shall exclusively apply Belgian law.

#### **Article 15. Validity of these special conditions**

If one or more provisions of these conditions are found to be invalid, this shall not affect the validity of the remaining conditions.

#### **Article 16. Personal data protection (GDPR)**

Seauton collects the data of the traveller necessary for the proper execution of the file and this in accordance with EU Regulation (2016/679)- ("GDPR").

The personal data communicated by the traveller is necessary for processing the booking and for the performance of the contract (Article 6.1.b GDPR).

To this end, this personal data may be shared with Seauton's partners located in third countries. Seauton always uses partners who guarantee a similar level of protection as provided for in the GDPR.

With the traveller's consent, their data may also be used to send promotional or commercial offers by e-mail.

This personal data shall also be communicated to the Belgian Ministry of Home Affairs and service providers as referred to and in implementation of the Act of 25 December 2016 on the processing of passenger data transposing Directive 2016/681 of 27 April 2016 on the use of passenger name record data for the prevention, detection, investigation and prosecution of terrorist offences and serious crime.

As the person whose data is collected, the traveller has the right of access, right of correction, right of deletion and right of objection. These rights may be exercised by e-mail, stating the name, surname and address of the person contacted and the reason for contact.

As provided by data protection legislation, the traveller has at any time the right to object, free of charge, to the treatment of their data for direct marketing purposes, the right of access to their personal information and the right of modification as well as, if applicable, the right of deletion. The traveller can contact Seauton for this purpose, by letter or by e-mail and by presenting their identity card.

Complaints about data collection and handling may be addressed to the competent control body.