

## Terms and conditions of the tour operator and/or agent

### Article 1: Scope

These terms and conditions apply to contracts for travel organization and travel agent as defined by the Belgian law of 16 February 1994 ( BS from April 1, 1994 ) regulating the contract to travel organization and travel agent ( Travel Contract Act ).

### Article 2 : Promotion and offer

- The data in the travel brochure bind the tour operator or travel agent that issued the brochure, unless :
  - changes in these data were clearly written and brought, before the conclusion of the contract, to the attention of the traveler; b) there are subsequent changes in accordance with a written agreement between the parties to the contract.
- The tour operator and / or travel agent may for a definite or indefinite duration withdraw all or part of his journey promotion.
- The offer in the brochure lasts as long as the stock lasts.

### Article 3: Information for tour operator and / or travel agent

The tour operator and / or travel agent are required:

- to inform the travelers in writing before concluding the contract for travel organization or travel agency of:
  - general information on passport and visa and formalities in the field of health care that are necessary for travel and accommodation, so that travelers can bring the necessary documents in order. Travellers from non-Belgian nationality should check with the embassies or consulates concerned of the administrative formalities;
  - information on the availability and contents of a cancellation and / or assistance insurance;
  - the general and special conditions applicable to the contracts.
- to provide at least seven calendar days before the departure date, following information to the travelers in writing:
  - timetables, stopovers and connections and, if possible, the place to be taken by the traveler;
  - name, address and telephone and fax number and / or email address of either the local representative of the tour operator and / or travel intermediary or local agencies that can assist the traveler in difficulties, either of the travel agent or tour operator;
  - for trips and stays of minors abroad, information enabling direct contact with the child or with the responsible of person's place of residence.

The before mentioned period of seven calendar days shall not apply in case of late conclusion of contract.

### Article 4: Information from the traveler

The traveler must provide the tour operator and / or travel agents with all useful information, which are expressly requested of him or that, may affect the trip. When the traveler provides incorrect information and this leads to additional costs for the tour operator and / or travel agent, these costs may be charged.

### Article 5: Conclusion of the contract

- When booking the trip the travel agent or tour operator are obliged to provide the traveller with an order document that is in accordance with the law.
- The tour operating contract exists at the time that the traveler, whether or not through the travel agent acting for him, acting in this case on behalf of the travel organizer, receives written confirmation of the booked trip from the travel organizer.  
If the contents of the order form deviate from that of the travel confirmation or if the confirmation does not occur within 21 days after the signing of the order form, the traveler may assume that the trip was not booked and the traveler is entitled to an immediate refund of all amounts already paid.

### Article 6: The price

- The price agreed in the contract cannot be revised, except if it is explicitly mentioned in the contract, along with the precise computation method thereof, and to the extent that the revision is the result of a change in:
  - the exchange rates applied to the trip and / or
  - transportation costs, including fuel costs, and / or
  - the charges for certain services and taxes.Then it must be satisfied that such changes will also lead to a reduction in the price.
- The price specified in the contract may not be increased in any case within 20 calendar days prior to the day of departure.
- If the increase exceeds 10% of the total price, the traveler may terminate the contract without penalty. In this case the traveler is entitled to reimbursement of all the amounts he has paid to the tour operator.

### Article 7: Payment of the price

- Except if expressly agreed otherwise, the traveler pays, at the signing of the order form as an advance, a portion of the total amount as specified in the special conditions.
- If the passenger after receiving notice of default, fails to advance or pay the fare demanded of him, the travel organizer and / or the travel agent shall be entitled to terminate the contract with the traveller, with the cost being won by the traveler.
- Unless otherwise agreed in the order, the traveler pays the balance of the price no later than one month before the departure date, provided that he received written travel confirmation and / or travel documentation in advance or at the same time.

### Article 8: Transferability of the booking

- The passenger may, before the start of the journey, transfer his journey to a third party who must meet all conditions of the contract to the travel organization. The transferee must inform the tour operator and, where appropriate, the travel agent, in time before the departure of this transferee.
- The transferee and the transferee are jointly and severally liable for the payment of the total price of the trip and the cost of the transfer.

### Article 9: Other changes by the traveler

If the traveler requests another change, the organizer and / or travel intermediary may charge him with all expenses caused thereby.

### Article 10: Changes by the tour operator prior to departure

- If before the start of the trip, one of the essential points of the contract can not be executed, the organizer is obliged to contact the traveler as soon as possible, and in any case before departure, and to inform him about the possibility to cancel the contract without penalty, unless he accepts the change proposed by the tour operator.
- The traveler must as soon as possible, and in any case before departure, inform the travel agent or tour operator of his decision.
- If the traveler accepts the change, a new contract needs to be drawn up or an addendum has to be added in which the changes and their effect on the price have to be communicated.
- If the traveler does not accept the change, he may request the application of Article 11.

### Article 11: Termination by the tour operator prior to departure

- If the tour operator, before the start of the journey, breaks the

contract due to a circumstance that is not attributable to the traveler, the traveler has the choice between:

- either accept a new offer of a trip of equal or better quality without having to pay a supplement; if the trip is offered in place of lower quality, the travel organizer must pay the difference in price back as soon as possible; or b) refund as soon as possible, all the payments that have been made at that time.
- The traveler may also, where appropriate, claim a compensation for the non-performance of the contract unless:
    - the tour operator cancels the trip because the minimum number of travelers stipulated in the contract and necessary for the implementation of the trip, was not reached and the traveler, within the period provided in the contract and at least 15 calendar days before the departure date was informed in writing.
    - the cancellation is due to force majeure, where overbooking is not included. Force majeure means unusual and unforeseeable circumstances beyond the control of the party relying on it and from which the effects could not be avoided in spite of all the precautions.

### Article 12: Total or partial non-implementation of the travel

- If it turns out that during the journey an important part of the services covered by the contract, will not be executed, the tour operator shall take all necessary measures to offer the traveler appropriate and cost-free alternatives with a view to continuing of the trip.
- If there is a difference between the planned and the actual services provided, he shall compensate the traveler to the extent of this difference.
- If such arrangements are impossible or the traveler doesn't accept these alternatives for valid reasons, the travel organizer shall provide the traveller with an equivalent means of transport to return him to the place of departure, and, compensate the traveler.

### Article 13: Termination by the traveler

The traveler may at any time terminate the contract in whole or in part. If the traveler cancels the contract due to a circumstance attributable to him, he shall compensate the damage that the tour operator and travel agent suffer as a result of the termination. The damages can be determined by a fixed amount and can only be once the total price of the trip.

### Article 14: Liability of the tour operator

- The tour operator is responsible for the proper execution of the contract, in accordance with the expectations that the passenger may have under the provisions of the travel contract, and for the obligations arising from the contract, regardless of whether such obligations are to be performed by himself or by other service providers and without prejudice to the right of the travel organizer to hold the other service providers.
- he travel organizer is responsible for the acts and omissions of its employees and representatives acting in the exercise of their functions, as much as for his own acts and omissions.
- If an international treaty applies to a service included in the contract, the responsibility-liability of the tour operator shall under that treaty be excluded or limited.
- As far as the tour operator does not itself provide the services in the travel contract, its liability for material damage and compensation for the loss of travel enjoyment is limited to twice the total price of the trip.
- For the rest, the articles 18 and 19 of the Act referred to in Article 1 are applicable.

### Article 15: Liability of the traveler

The traveler is responsible for the damage that the tour operator and / or travel agent, their employees and / or their representatives have encountered by his mistake, and when he has not fulfilled his contractual obligations. The error is evaluated according to the normal behavior of a traveler.

### Article 16: Complaints

- If the traveler has a complaint before departure the traveler must inform the travel agent or tour operator as soon as possible by registered letter or provide the tour operator or travel agent with the complaint with acknowledgment of receipt.
- Complaints during the execution of the contract shall be communicated as soon as possible on site, in an appropriate and cogent manner, in order to search for a solution. For that, he must - in this order - contact a representative of the tour operator, or a representative of the travel agent or directly the travel agent, or finally directly the tour operator.
- If a complaint is not satisfactorily resolved on site or if it was impossible for the traveler to formulate a complaint on the spot, he must not later than one month after the end of the travel contract contact the travel agent or the travel organizer with his complaint by registered letter or provide the tour operator or travel agent with the complaint with acknowledgment of receipt.

### Article 17: Reconciliation procedure

- In the event of a dispute, the parties must first seek an amicable settlement.
- If this attempt at an amicable settlement within a period of 3 months doesn't work out, each of the parties are entitled to ask the Secretariat of the Reconciliation Unit of the vzw Geschillencommissie Reizen to launch a reconciliation process. All parties have to agree.
- The Secretariat shall provide the parties with a brochure, reconciliation regulations and a "reconciliation agreement". Once the parties concerned have completed this agreement (together or separately) and signed, and once each party has paid an amount of € 50, the reconciliation procedure will be started.
- In accordance with the procedure described in the regulations, an impartial arbitrator will then contact the parties to pursue an equitable reconciliation between the parties.
- Any agreement reached will be set out in a binding written agreement.

### Article 18: Arbitration or court

- If a reconciliation procedure wasn't launched or if it failed, then the plaintiff has the choice between a procedure for the ordinary court or an arbitration procedure in front of the Geschillencommissie Reizen.
- For amounts claimed higher or equal to € 1250, each defendant shall have a period of 10 calendar days to refuse the plaintiff requested arbitration by registered letter, after which the dispute can be brought in front of an ordinary court. Under the € 1250 there is the ability to reject the arbitration only in case of the traveller.
- This arbitration is governed by arbitration regulations, and can only be started if after a period of four months following the (expected) end of the trip (or in some case from the performance giving rise to the dispute) an amicable settlement could not be reached.
- Disputes concerning bodily injury can only be settled by the courts.
- The jointly composed arbitration tribunal, which is in accordance with the regulations of the Geschillencommissie Reizen, will provide a binding and final decision on the travel dispute. There is no appeal possible.

- The address of the Geschillencommissie Reizen vzw is Albert II 54, 1000 Brussels.

## Special conditions of the tour operator and / or agent

### Article 1: Prices

- The tour operator is not liable for any costs arising from delays in transport due to weather, breakdowns, strikes, war, changes to timetables, or transport.
- Prices are always subject to change. Only written price confirmations are valid.
- The specifications of what the right price can be found in the order form.
- Files on request, unless they result in a firm booking, are always associated with administrative costs.
- For files that differ from the standard program a surcharge will be charged of 50€ per file.
- Not included are costs for passport, visa, vaccinations, insurance, all personal expenses, tips and trips that are not explicitly indicated as included.

### Article 2: Formalities

- The traveler must take cognizance of the information on the formalities that have been communicated to him through the brochure or directly by the travel agent.
- Minors must have a travel document with photo. Minors who are not accompanied by their parents must have documents proving that they may travel alone and where the date of arrival and departure from the country in question is listed, as well as the address where they spend their holidays and their address in Belgium.
- Pets can be taken on a journey provided that the traveller takes into account the specific guidelines provided by the tour operator. Pets need to satisfy the rules on vaccination. The organizer accepts no liability for any damage or difficulties that are due to taken pets on a trip.

### Article 3: Luggage

In case of loss or damage to luggage the passenger is obliged to fill out a Property Irregularity Report at the department of lost luggage of the airport. Without this document, it is impossible to obtain a fee. For transport by coach, a certificate should be asked to the accompanying hostess.

### Article 4: Timetables

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

### Article 5: Cancellation and changes by the traveler

- If canceled, the charges listed below, have to be paid in any case by the traveler, even if the cancellation is due to accident or force majeure.
- The cancellation fees are variable according to the time of cancellation. The exact date of the cancellation is determined by the date of receipt by the tour operator.  
Up to 90 days prior to departure: 30% of the fare; from 90 to 45 days prior to departure: 50% of the fare. From 45 days before departure: 100% of the fare.
- Flight tickets should always be paid upon confirmation

### Article 6: Liability

- The tour operator is not liable for unforeseen events, such as new regulations, accidents, epidemics, war, etc., examples of which the list is not exhaustive, so that additional transport or accommodation expenses resulting from the above are on the behalf of the traveler.
- This brochure was prepared according to data that was known to us 6 months before it was published. If changes occur in operation, facilities and services of the products we will immediately communicate them after being notified ourselves.
- The tour operator is not liable for damages to property, other than personal injury, which the traveller suffered due to his fault. In the event the tour operator is liable for any bodily harm the traveller has suffered, he shall compensate the traveller with the compensation being not more than twice the price of the trip.

### Article 7: Complaints

- The value of non-produced services is only refundable provided that a written certificate has been filled in based on the accommodation provider and stating clearly what services the traveller has not received.
- For any disputes that cannot be resolved by the Arbitration Committee, only the court of Ghent is competent.

### Article 8: Paying policies

- By signing the travel proposal the traveller agrees to pay a fee of 5% of the total trip estimate with a minimum of € 1000 which will later on be subtracted of the total amount of the trip. This fee covers the charges Socrates Projects NV will endure during the organizational phase of your trip. This fee shall under no circumstances be reimbursed unless it can be proven that Socrates Projects NV is not able to fulfill the customer's expectations. Once the contract has been signed and the amount has been deposited we will continue to fine-tune the trip and ensure that you will have a holiday of a lifetime.
- When signing the travel offer the traveler agrees to pay a deposit of 30% of the total amount unless otherwise expressly stated.
- Unless otherwise agreed in the offer, the traveler pays the balance no later than one month before the departure date, provided he received written travel confirmation and/or travel documentation beforehand or at the same time.
- If the traveler booked less than 1 month before departure date, he must immediately pay the total amount.
- Any unpaid invoice shall from the due date, by law, be charged at an interest of 12% per year with a minimum of 100 euros.
- If the invoice remains unpaid for 15 days after the dispatch of a registered letter, the debt will be increased by 10% of the invoice amount with a minimum of 100€. This applies as liquidated damages for expenses other than the loss of interest and the actual legal costs.
- In the absence of payment of the invoice on the 15th day after the registered letter of formal notice, the agreement may be terminated by Socrates legally and sent by registered mail statement. All this notwithstanding the payment of compensation by the defaulting purchaser.
- If the seller fails to fulfill his obligations, the consumer, ie any natural or legal person using the services of the seller for non-commercial purposes, shall be entitled to claim for compensation through court pursuant to general law.
- All our contracts are governed by Belgian law. In the event of litigation, only the court of the canton or the courts of the district of our company's headquarters are competent to deal with these matters, unless the law requires otherwise.