

General terms and conditions of travel

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Article 1 Scope

Without prejudice to the provisions of general law, these general terms and conditions apply to package travel contracts within the meaning of the Belgian Act of 16 February 1994 governing Package Travel and Intermediary Travel Contracts. The specific provisions of the aforementioned Belgian Act apply to travel intermediary contracts.

Article 2 Promotion and offer

The information on the website binds the tour operator or the intermediary, unless:

- the traveller is notified clearly, in writing and before the conclusion of the contract of any changes in this information;
- changes occur afterwards following a written agreement between the contracting parties
- The tour operator and/or intermediary may be obliged to cancel a certain offer temporarily or permanently.
- The offer on the website always applies until full.

Article 3 Information from the tour operator and/or travel intermediary

The tour operator and/or intermediary are obliged:

- to notify the travellers in writing before the conclusion of the Package Travel and Intermediary Travel Contract:
- to provide general information concerning passports and visas and formalities in the field of health care that may be necessary for the trip and stay in order to allow the travellers to complete all the necessary documents. Travellers that do not have Belgian nationality should ask the authorities for information about the formalities they need to fulfil;
- information about taking out a cancellation and/or assistance insurance and the contents of this contract;
- at the latest 7 calendar days before the departure date provide the following information in writing to the travellers:
 - itinerary, stops and connections and also, if possible, the seat allocated to the traveller;
 - name, address, telephone and fax number of either the local agent of the tour operator and/or intermediary, or the local authorities that can help the travellers in case of difficulties, or the tour operator or intermediary himself.
- for trips and stays of minors abroad, any information that will direct contact with the child or with the person who is responsible for the child's stay. The aforementioned term of 7 calendar days is not applicable in case of the late conclusion of the contract.

Article 4 Information from the traveller

The traveller must provide all useful information that has been explicitly requested by the tour operator and/or intermediary. When the traveller provides wrong information resulting in extra costs for the tour operator and/or intermediary, these costs shall be borne by the traveller.

Article 5 Conclusion of the contract

- When booking a trip the travel intermediary or operator are obliged to give an order form to the traveller in accordance with the law.
- The package travel contract is concluded as soon as the traveller, whether or not through mediation of the acting travel intermediary, receives the written confirmation of the booked trip from the tour operator.
- If the content of the order form deviates from the content of the travel confirmation or if the confirmation is not made within 21 days after signing the order form, the traveller may conclude that the trip has not been booked and the traveller is entitled to the immediate reimbursement of all amounts already paid.

Article 6 Price of the trip

- The price agreed in the contract is fixed and all compulsory services are included, subject to an evident material mistake.
- The price agreed in the contract may be revised downwards or upwards up to 21 calendar days prior to the departure date if the revision is due to a change in:
 - the exchange rates that apply to the trip and/or
 - the transport cost, including fuel costs, and/or
 - the levies and taxes owed for certain services.
- If the increase is higher than 10% of the total price, the traveller may terminate the contract without having to pay any compensation. In this case the traveller is entitled to an immediate reimbursement of all amounts paid to the tour operator. The price revision is applied in proportion to the part of the trip that is subject to revision.
- Prices are calculated on the basis of exchange rates for the stay and the other services that applied in the other country on 1 November 2006; as well as the transport prices applicable on 30/11/06..

Article 7 Payment of the trip

- Except in case of letting or if explicitly agreed otherwise, the traveller pays 100% of the total cost of the trip by way of advance on the signing of the order form.
- Unless agreed otherwise on the order form, the traveller shall pay the balance at the latest 1 month prior to the departure date provided that he has received the written travel confirmation and/or travel documents in advance or at that time. • If the traveller books the trip less than 1 month prior to the departure date, the full amount is payable immediately.

Article 8 Transferable bookings

- Prior to the start of the trip, the traveller may transfer the trip to a third party who needs to meet all terms and conditions of the package travel contract. The transferor must notify the tour operator and, if necessary, the travel intermediary of this transfer in time before the departure.
- The traveller, who transfers the trip, and the transferee are jointly and severally liable for the payment of the full price of the trip as well as the costs of transfer.

Article 9 Other changes by the traveller

If the traveller requests other changes, the tour operator and/or travel intermediary are allowed to charge the costs resulting from this change..

Article 10 Change by the tour operator prior to departure

- If, prior to the trip, one of the essential items of the contract cannot be met, the tour operator needs to notify the traveller as soon as possible, and certainly before the departure, and inform him of the possibility to terminate the contract without any costs, unless he accepts the changes made by the tour operator.
- The traveller needs to notify the tour operator or travel intermediary of his decision as soon as possible, and certainly before the departure.
- If the traveller accepts the change, a new contract or an appendix to the contract need to be drawn up with the changes that were made and their effect on the price.
- If the traveller 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 breaks the contract before the start of the trip due to circumstances that cannot be attributed to the traveller, the traveller has the choice between:
 - accepting a new offer of a trip of an equal or better quality, without having to pay a supplement. If the trip that is offered as a replacement is of a lesser quality, the tour operator must reimburse the price difference as soon as possible;
 - or the reimbursement, as soon as possible, of all amounts paid pursuant to the contract.
- The traveller may also, as the occasion arises, claim damages for the non-performance of the contract, unless:
 - the tour operator cancels the trip because the minimum number of travellers specified in the contract and necessary for the trip, was not reached and the traveller was notified of this in writing within the period specified in the contract and at least 15 calendar days prior to the departure date;
 - the cancellation is the result of force majeure. This does not include overbooking.
- Force majeure shall be understood to mean abnormal and unforeseeable circumstances that are beyond the control of the person invoking it and the consequences cannot be avoided in spite of all precautions.

Article 12 Whole or partial non-execution of the trip

- If it becomes apparent during the trip that an important part of the services related with the contract cannot be executed, the tour operator shall take all necessary measures to offer the traveller appropriate and free alternatives with a view to the continuation of the trip.
- In case of a difference between the intended and the effectively provided services, the difference shall be reimbursed to the traveller.
- If such an arrangement appears impossible or if the traveller does not accept the alternatives for valid reasons, the tour operator must make equivalent transport available that takes him back to the place of departure and, as the occasion arises, indemnify the traveller.

Article 13 Termination by the traveller

The traveller may terminate the contract at any time, either wholly or partly. If the traveller terminates the contract because of a circumstance that can be attributed to him, he shall compensate the loss that the tour operator and intermediary suffer as a result of the termination. Damages can be a fixed amount and amount to once the price of the trip at most.

Article 14 Liability of the tour operator

- The tour operator is liable for the smooth execution of the contract in accordance with the reasonable expectations of the traveller pursuant to the provisions of the package travel contract, and the obligations arising from the contract, irrespective of the fact whether these obligations need to be executed by himself or by other service providers, and without prejudice to the tour operator's right to contact other service providers.
- The tour operator is as much responsible for any negligence on the part of his agents and representatives acting in the exercise of their position, as for his own actions and negligence
- If an international treaty applies to a service included in the travel contract, the tour operator's liability shall be excluded or limited in pursuance of the treaty
- Insofar the tour operator does not provide the services included in the travel contract himself, his liability for material damage and compensation for the lack of travel pleasure is limited to twice the cost of the trip.
- For the remainder, articles 18 and 19 of the act, specified in article 1, apply.

Article 15 Liability of the traveller

The traveller is liable for the damage that the tour operator and/or intermediary, their personnel or their representatives may suffer owing to him, as well as when he does not respect his contractual obligations. The fault shall be judged in accordance with a traveller's normal behaviour.

Article 16 Complaint handling Prior to departure:

- Complaints prior to execution of the travel contract need to be submitted by the traveller as soon as possible by registered letter or against proof of receipt to the travel intermediary or operator.
- During the trip:
 - Complaints over the course of the contract need to be notified by the traveller as soon as possible on site, in an appropriate and evidential way, so that a solution can be found. He needs to address
 - in this order - an agent of the tour operator or an agent of the travel intermediary or directly the travel intermediary or, finally, directly the tour operator.
- After the trip:
 - If a complaint was not solved satisfactorily on site, or if the traveller was unable to submit a complaint on site, he has to submit a complaint within one month after the end of the travel contract by registered letter or against proof of receipt to the travel intermediary or the tour operator.

Article 17 Disputes committee for the Travel industry

- A 'dispute' occurs when a complaint cannot be settled amicably or is not settled within 4 months after the end of the travel contract, or from the planned date of departure, if the travel contract was never executed.
- Any dispute that arises following the conclusion of the travel contract, about this contract and which involves the traveller, can at the request of the claimant be handled by the 'Geschillencommissie Reizen vzw' (the Disputes committee for the Travel industry), with the exception of disputes about bodily injuries. However, if the defendant is a consumer he is entitled to oppose the handling of the dispute before the Disputes committee for the Travel industry. For this he needs to notify the Disputes committee for the Travel industry within a period of 15 calendar days prior to the notification of the institution of proceedings to the defendant, in a registered letter sent to the secretariat of the Disputes committee for the Travel industry that he does not want the Disputes committee for the Travel industry to handle the case.
- The handling and judgement are in pursuance with the dispute regulations and provisions of the Belgian Judicial Code concerning arbitration (art.1676 to 1723). The decision is binding for all parties, without a possibility of appeal.
- The handling of a dispute involves compensation as specified in the dispute regulations.
- The use of these general conditions implies the acceptance of all regulations and decisions specified by the non-profit organisation Disputes committee for the Travel industry, especially the dispute regulations.
- The address of the Geschillencommissie Reizen vzw (Disputes committee for the Travel industry) is North Gate III Koning Albert II-laan 16 Brussels. Tel. 02/206.52.37

Special conditions of travel

- The offer on this website applies until 31/03/2008, unless otherwise specified. The tour operator reserves the right to make changes in the information. In accordance with article 6 of the Belgian Act of 16/02/94 these changes in the information shall be notified to the traveller in writing and prior to concluding the contract. If the tour operator updates the information on the website, the prices and travel terms and conditions of the most recent publication shall apply. These prices and terms and conditions apply for new bookings from the date of publication.
- The transport offered in this website can only be reserved in combination with a hotel, unless it concerns transport at public rates.
- As from 1 April 2005 tickets issued by us are no longer commissioned by the airline companies. That is why we are obliged to mark up the public rates that enable us to cover our administrative costs.
- If you only book excursions, transport or other extras (e.g. a metro card or a play) without a hotel, the administrative cost amounts to €10 a person.
- Submitting complaints: every shortcoming needs to be notified on site to the service provider or the agent of the tour operator as soon as possible. If the latter does not have an agent on site or you did not receive the appropriate complaints form , you can submit your complaint directly to your travel intermediary and/or tour operator in Belgium. This allows the tour operator to immediately find a solution for your problem. Not respecting these instructions can have an effect on determining possible damages.
- For all communication relating to the travel contract (confirmation, changes,...) the traveller chooses his address at Holidayline.be.
- Without prejudice to application of article 6 of the Belgian Act of 16 February 1994, only the price confirmed by the tour operator shall apply.
- The day of departure and return also need to be considered as travel days. This means it is possible that on these days (of departure and return) you do not enjoy all the services.
- It is possible that in the surrounding area of where you are staying construction activities are taking place. Usually this concerns the construction of new roads and buildings. However, the tour operator cannot be held liable for the acts of third parties with whom he does not have a contract. Obviously he shall inform you of any works that he knows about.
- In the low season, as well as public holidays and bank holiday weekends it is possible that a number of facilities, shops and places of entertainment are closed and that less activities will be available.
- Although our price level of the hotel rooms is usually under the official price of a room, it is possible that when the demand exceeds the offer substantially we are obliged to charge a handling fee on top of the official price of a room to cover the booking charges. However, this is always restricted to certain short periods (e.g. fair dates, top dates, ...), or to a small number of small-scale hotels that are very much in demand. A hotelier may also launch a temporary promotion rate or a weekend rate based on availability as a result of which the prices on site may be cheaper for a short period.
- If the product you requested does not belong to our standard offer, we are obliged to charge a handling fee (€ 10/hotel) on top of the official price to cover the booking fees.
- Dossiers with transport at promotion rates and/or Virgin Express flights are payable in full immediately.

- The descriptions, information and visual material in the brochure are provided in good faith based on the information in our possession in the autumn of 2006.

Terms and conditions of cancellation Holidayline.be (Citytrips)

The premium of the cancellation insurance is not reimbursed.

Hotels/Flats/Hire cars

- Up to 2 weeks prior to departure: 10% of the total cost of the trip with a minimum of € 50 / person
- Between 2 weeks and 4 days (working days) prior to departure: 25% with a minimum of € 75
- Less than 4 days prior to departure or in case of no show: 100% of the total cost of the trip
- In certain hotels/residences the cancellation conditions may differ and be stricter. If this is the case it will be specified in the description.

Excursions and extras

- Excursions, transfers, shows, meals, bus and metro cards, etc. cannot be reimbursed.
- Transport Reimbursement is only possible on submission of the original cancelled, unused tickets. If one of the legs of your transport is not used, it cannot be reimbursed.
- Trains/Car trains
 - Up to 15 days prior to departure: € 10/ticket
 - From 15 to 8 days prior to departure: 50%
 - From 8 days prior to departure: 100%
- Bookings for seats, reclining chairs and beds: 100% irrespective of the time of cancellation
- Aircraft
 - When the plane ticket has been issued: 100% (in principle this is 1 month prior to departure, subject to regulations to the contrary of the airline company)
 - When the plane ticket has not been issued: € 10/ticket
- Virgin Express: the actual costs charged by the company with a minimum of € 38/ticket

If the plane tickets need to be ready at the airport on the day of departure, a fixed amount is charged depending on the airline company. For special promotion rates of transport companies: 100% cancellation and change fee

Files on request

To cancel a file on request a fixed administrative charge of € 38 is charged.

Late bookings

- If the travel documents need to be sent by Taxipost this is at the traveller's risk and the costs are payable by him.
- Change fee
 - Minor changes: if the traveller wants to make a change in the file, after sending the confirmation, a fixed amount of 50/person is charged to be increased with the costs charged by the different service providers.
 - Major changes: to any change regarding the destination, the transport, the lodgings formula (hotel/flat), the type of room or flat, the date of departure and/or return ..., the normal terms and conditions of cancellation are applied.

Liability

If the booked trip cannot take place, needs to be interrupted or unexpectedly extended following unforeseen circumstances such as technical malfunctions, accidents, strikes, epidemics, weather conditions, war, etc., all actual costs regarding hotel, transport and extras charged by suppliers or third parties to Holiday, are payable by the traveller, without the traveller being able to hold Holidayline liable. In case of international transport by plane, by sea or by train and in the provision of hotel accommodation our liability will be limited in accordance with the treaties governing these services.

Terms and conditions of cancellation Charming.be (Charming holidays)

The premium of the cancellation insurance is not reimbursed.

Hotels/Flats/Hire cars

- Up to 31 days prior to departure: 10% of the total cost of the trip with a min. of € 38 / person
- Between 30 and 21 days prior to departure: 25%
- Between 20 and 10 days prior to departure: 50%
- Less than 10 days prior to departure or in case of no show: 100% of the total cost of the trip
- In certain hotels/residences the terms and conditions of cancellation may differ and be stricter. If this is the case it will be specified in the description.

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- Excursions, transfers, shows, meals, bus and metro cards, etc. are not reimbursed.
- Transport A reimbursement is only possible on submission of the original cancelled, unused tickets If one of the legs of your transport is not used, it cannot be reimbursed.
- Trains/Car trains
 - Up to 15 days prior to departure: 10% with a minimum of € 10/ticket
 - From 15 to 8 days prior to departure: 50%
 - From 8 days prior to departure: 100%
- Bookings for seats, reclining chairs and beds: 100% irrespective of the time of cancellation
- Aircraft
 - When the plane ticket has been issued: 100% (in principle this is 1 month prior to departure, subject to regulations to the contrary of the airline company)
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Late bookings

- If the travel documents need to be sent by Taxipost this is at the traveller's risk and the costs are payable by him.
- Change fee
 - Minor changes: if the traveller wants to make a change in the file, after sending the confirmation, a fixed amount of € 12.50/person is charged to be increased with the costs charged by the different service providers.
 - Major changes: to any change regarding the destination, the transport, the lodgings formula (hotel/flat), the type of room or flat, the date of departure and/or return ..., the normal terms and conditions of cancellation are applied.

Liability

If the booked trip cannot take place, needs to be interrupted or unexpectedly extended following unforeseen circumstances such as technical malfunctions, accidents, strikes, epidemics, weather conditions, war, etc., all costs regarding hotel, transport and extras charged by suppliers or third parties to Holiday, are payable by the traveller, without the traveller being able to hold Holidayline liable. In case of international transport by plane, by sea or by train and in the provision of hotel accommodation our liability will be limited in accordance with the treaties governing these services. For temporary promotions and packages the cancellation and change fees depart from the aforementioned costs. The terms and conditions are always specified with the promotion or the package.

Right of withdrawal

THE CONSUMER IS NOT ENTITLED TO WITHDRAW FROM THE PURCHASE.

Belgian Royal Decree dated 18 November 2002 governing the exclusion of certain distance contracts concern the performance of services for lodgings, transport, the restaurant company and leisure activities, of the area of application of articles 79 and 80 of the Belgian Act of 14 July 1991 with regard to trade practices, the advice and protection of the consumer. Lic. A5787 Issued by: P.Demuyneck VAT: BE 462-850-544 HR 88005 Holidayline BVBA