



General terms and conditions

The combination of travel services being offered to you is a package holiday within the meaning of Regulation (EU) 2015/2302, converted by the law of 21 November 2017 on the sale of package holidays, travel arrangements and travel services.

Consequently, you are entitled to all the EU rights for package holidays. De Buck Agency N.V. is fully responsible for the proper execution of the entire package holiday.

De Buck Agency N.V. also has the legally required protection to pay you back and, if transport is included in the package, to repatriate you if it becomes insolvent.

In compliance with the law of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services (Package Holiday Act) and the Royal Decree of 29 May 2018, De Buck Agency N.V. is insured by MS Amlin Insurance SE - Insolvency claims, Bijhuis België, Koning Albert II laan 37, 1030 Brussels, www.amlin.com1 (NBB No. 2943, VAT BE 0644.921.425) tel. +32(0)2.8947000, e-mail: Insolvency.claims.be@msamlin.com - in the event of insolvency, to continue to fulfill its obligations vis-à-vis the traveller. This guarantee is supervised by *Vlaamse Solidariteit Reisgelden*, a department of the Association of Flemish Tour Operators.

General travel conditions of the Travel Disputes Committee for package holiday agreements.

Article 1: Scope

These general terms and conditions apply to package holiday agreements that are booked as from 1 July 2018 and are regulated by the Law on the sale of package holidays, linked travel arrangements and travel services of 21 November 2017.

Article 2: Information from the organiser and retailer for the conclusion of the package holiday agreement

2.1

The organiser and also the retailer provide the traveller with the legally prescribed standard information, before he is bound by a package holiday agreement, as well as, insofar as this applies to the package holiday:

1° the main features of the travel services:

- (A) the travel destination(s), the route and the periods of residence, with the dates and the number of nights;
- (B) the means of transport, their features and categories, the places and dates and times of departure and return, the duration and the place of intermediate stops and the connections; if the exact date is not set yet, this will be stated approximately;
- (C) the location, the main features and the category of the accommodation according to the rules of the country of destination;
- (D) the meals provided
- (E) the visits, excursions or other services which are included in the total price agreed for the package;
- (F) if it is not clear, whether the services will be provided to the traveller as a member of a group;
- (G) the language in which other tourist services are provided, as the case may be;
- (H) whether in general the holiday is suitable for persons with reduced mobility;

1 If it concerns another insurer, of course state the latter's details.



- 2° The total price of the package holiday and, where applicable, an indication of the kind of additional costs
That the traveller might have to pay;
- 3° Payment procedures
- 4° the minimum number of people required for the execution of the package holiday and the deadline for the possible termination of the agreement if this number is not achieved;
- 5° General information on the requirements in the country of destination regarding passport and visa requirements, including the approximate period required for obtaining a visa and information on health formalities;
- 6° A statement that the traveller can cancel the agreement for payment of a cancellation fee;

- 7° Information on the cancellation- and/or assistance insurance.

2.2

The professional must ensure that the traveller is provided with the correct standard information form.

2.3

The pre-contractual information that is provided for the traveller, constitutes an integral part of the package holiday agreement.

It may not be altered without the mutual consent of the Parties.

Article 3: information from the traveller

3.1

The person concluding the package holiday agreement must provide the organiser and retailer with any useful information about himself and his fellow travellers that may be relevant to the conclusion or performance of the agreement.

3.2

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

Article 4: the Package Holiday Agreement

4.1

When concluding the package holiday agreement or within a reasonable period of time, the organiser or, if a retailer is involved, the latter will provide the traveller with confirmation of the agreement on a durable medium, such as an e-mail, a paper document or a PDF.

If the package holiday agreement is concluded in the simultaneous physical presence of the parties, the traveller will have the right to request a paper copy thereof.

4.2

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

- 1° the special wishes of the traveller that the organiser has accepted;
- 2° that the organiser is responsible for the proper execution of the package holiday, and has a duty to provide assistance;
- 3° the name and contact details of the entity responsible for providing protection in the event of insolvency;



- 4° the name, address, telephone number, e-mail address of the local representative of the organiser or of another service in case the traveller is in difficulty or wishes to complain about possible non-compliance with the agreement;
- 5° the obligation on the part of the traveller to report the non-compliance during the holiday;
- 6° information enabling direct contact to be made with an unaccompanied minor or with the person responsible for him at his place of residence;
- 7° information about dealing with internal complaints;
- 8° information about the Travel Disputes Committee and the E.U. platform for online dispute settlement;
- 9° information on the right of the traveller to transfer his contract.

4.3

The organiser shall provide the traveller with the following, in good time before the start of the package holiday:

- 1° the requisite receipts
- 2° the vouchers and tickets
- 3° information about the planned departure times and, if applicable, the deadline for checking in, the planned times of intermediate stops, connections and arrival.

Article 5: The price

5.1

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

- 1° the price of passenger transport which is 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 agreement, levied by third parties not directly involved in the execution of the package holiday, including tourist taxes and departure or arrival taxes in harbours and airports, or
- 3° the exchange rates used for the package holiday are important.

If a price increase is foreseen, the traveller 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 traveller can cancel the agreement without cancellation compensation.

5.3

A price increase is only possible if the organiser informs the traveller no later than twenty days before the start of the package holiday via a durable data carrier, such as an e-mail, 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 organiser has the right to deduct the administrative costs from the reimbursement due to the traveller. If requested by the traveller, the organiser will substantiate these costs.

Article 6: Payment of the package price

6.1

Unless otherwise agreed, the traveller pays a part of the total package price as stipulated in the special conditions, when concluding the package holiday agreement.



6.2

Unless otherwise agreed in the package holiday agreement, the traveller must pay the balance of the price no later than 1 month before the departure date.

6.3

If the traveller, after having been given notice of default in advance, fails to pay the advance or the package price demanded of him, the organiser and / or retailer will be entitled to terminate the agreement with the traveller by operation of law, with the costs charged to the traveller.

Article 7: Transferability of the package holiday agreement

7.1

The traveller can transfer the package travel agreement to a person who meets all the conditions that apply to that agreement on condition that he:

- 1° informs the organiser and possibly the retailer as quickly as possible and no later than 7 days before the start of the package via a durable data carrier, such as, for example, 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 fees that arise from the transfer. The organiser will inform the person transferring the agreement of the costs of the transfer.

Article 8: Other changes by the traveller

If the traveller requests another change, the organiser and / or retailer who can respond to it may charge for any costs that are caused thereby.

Article 9: Change by the organiser before the departure

9.1

The organiser cannot unilaterally change the provisions of the Package Holiday Agreement, with the exception of price changes before the start of the package holiday, unless:

- 1° the organiser has reserved this right in the agreement, and 2° it is a minor change, and
- 3° the organiser informs the traveller thereof via a durable data carrier, such as, for example, an e-mail, a paper document or a PDF.

9.2

1. If, before the start of the trip, the organiser is forced to radically change one of the main features of the travel services or cannot meet the confirmed special wishes of the traveller, or proposes to raise the price of the package by more than 8%, the organiser must explain why to the traveller and inform him:

- 1° of the proposed changes and their effect on the price of the package;
- 2° of the possibility of cancelling the agreement without costs, unless he accepts the proposed changes;
- 3° of the period within which he must inform the organiser 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° if applicable, of the proposed replacement package holiday and its price.

9.3

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



9.4

If the package travel agreement is terminated on the basis of Article 9.2 and the traveller does not accept a replacement package holiday, the organiser shall reimburse all paid amounts to the traveller no later than fourteen days after the agreement has been terminated.

Article 10: Change by the organiser before departure

10.1

The organiser may cancel the package travel agreement:

1° if the number of persons who have registered for the package is less than the minimum number stated in the agreement and the traveller is informed by the organiser of the cancellation of the agreement within the period specified in the agreement, but at the latest:

- a) twenty days before the start of the package holiday for trips of more than six days;
- b) seven days before the start of the package holiday for trips of two to six days;
- c) 48 hours before the start of the package holiday for trips lasting less than two days, or

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

10.2

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

Article 11: Cancellation by the traveller

11.1

The traveller may cancel the Package Holiday Agreement at any time before the start of the package holiday. In the event of cancellation, the traveller may be required to pay a cancellation fee to the organiser.

The Package Holiday Agreement may specify standardized cancellation fees based on the time of cancellation before the start of the package holiday and the expected savings in costs and the income from alternative usage of the travel services.

If no standardized cancellation fees have been set, the amount of the cancellation fee will correspond to the price of the package holiday, less the savings in costs and the income from alternative use of the travel services.

11.2

However, if unavoidable and extraordinary circumstances occur at the place of destination that have a significant impact on the execution of the package holiday or have a significant impact on passenger transport of the travellers to the place of destination, the traveller is entitled to cancel the Package Holiday Agreement without paying a cancellation fee. In the event of cancellation of the Package Holiday Agreement pursuant to this article, the traveller shall be entitled to a full refund of all the amounts paid for the package holiday, but cannot claim additional compensation.

11.3

The organiser shall reimburse all amounts paid by or on behalf of the traveller within fourteen days, less the cancellation fee.

Article 12: Non-conformity during the trip

12.1

The traveller shall inform the organiser without delay of any non-compliance that he has detected during the performance of a travel service included in the Package Holiday Agreement.

12.2

If one of the travel services is not performed in accordance with the Package Holiday Agreement, the organiser will remedy that non-compliance, unless:

1° that is impossible, or



2° that entails disproportionately high costs, taking into account the degree of non-compliance and the value of the relevant travel services.

If the organiser does not remedy the non-compliance, the traveller will be entitled to a price reduction or compensation in accordance with Article 15.

12.3

If the organiser does not remedy the non-compliance within a reasonable period specified by the traveller, the traveller will have the option of doing this himself and requesting reimbursement of the necessary expenses. It is not necessary for the traveller to set a deadline if the organiser refuses to remedy the non-compliance, or if an immediate solution is required.

12.4

If a substantial part of the travel services cannot be provided, the organiser shall offer other arrangements of equivalent or higher quality, if possible, without additional costs for the traveller.

If the other arrangements proposed result in a package holiday of lower quality, the organiser shall grant the traveller an appropriate price reduction.

The traveller may only reject the other proposed arrangements if they are not comparable with what was agreed in the Package Holiday Agreement, or if the price reduction granted is insufficient.

12.5

If the non-compliance has significant consequences for the execution of the package holiday and the organiser has not remedied this within a reasonable period specified by the traveller, the traveller may cancel the Package Holiday Agreement without payment of a cancellation fee and, as the case may be, request a price reduction and / or compensation. If the package holiday includes passenger transport, the organiser shall also provide for the repatriation of the traveller.

If no other arrangements can be proposed or the traveller rejects the other proposed arrangements, the traveller is, where appropriate, also entitled to a price reduction and / or compensation, without cancelling the Package Holiday Agreement.

12.6

If, due to unavoidable and exceptional circumstances, the return of the traveller cannot be arranged as agreed in the Package Holiday Agreement, the organiser shall bear the costs of the necessary accommodation for a maximum of three nights per traveller.

12.7

The limitation of the costs 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 in need of specific medical assistance, provided the organiser has been informed of their special needs at least 48 hours before the start of the package holiday.

12.8

The organiser may not invoke unavoidable and extraordinary circumstances in order to limit liability if the transporter concerned cannot invoke it under the applicable Union law.

12.9

The traveller may address messages, requests or complaints in connection with the implementation of the package holiday directly to the retailer from whom he has purchased the package holiday. The retailer shall pass on these messages, requests or complaints to the organiser without delay.

Article 13: Liability of the Traveller

The traveller is liable for any damage suffered by the organiser and / or retailer, their employees and / or representatives incurred because of his fault, or if he has not fulfilled his contractual obligations.



Article 14: Liability of the organiser and the professional

14.1

The organiser is liable for the performance of the travel/holiday services included in the Package Holiday Agreement, regardless of whether these services are provided by the organiser or by other travel/holiday service providers.

14.2

If the organiser is located outside the European Economic Area, the reseller who is established in a Member State is subject to the obligations for organisers, unless the retailer proves that the organiser meets the conditions prescribed by the law of 21 November 2017.

Article 15: Price reduction and compensation

15.1

The traveller is entitled to an appropriate price reduction for each period in which there was non-compliance in the services provided, unless the organiser proves that the non-compliance is due to the traveller.

15.2

The traveller is entitled to appropriate compensation from the organiser for any damage that he incurs as a result of non-compliance. The compensation shall be paid without delay.

15.3

The traveller is not entitled to compensation if the organiser demonstrates that the non-compliance is due to:

1° the traveller;

2° a third party who is not involved in the implementation of the travel services included in the Package Holiday Agreement, and the non-compliance could not have been foreseen or prevented, or

3° unavoidable and exceptional circumstances.

Article 16: Obligation to provide assistance

16.1

The organiser shall offer suitable assistance to the traveller in difficulty without delay, in particular by:
1° providing useful information about medical services, local authorities and consular assistance; 2° assisting the traveller 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 traveller, the organiser may request payment for this assistance. Under no circumstances shall this reimbursement exceed the actual costs borne by the organiser.

Article 17: Complaints procedure

17.1

If the traveller has a complaint before departure, he must report it to the organiser or retailer as quickly as possible with substantiating evidence.

17.2

Complaints during the execution of the Package Holiday Agreement must be reported by the traveller to the organiser or retailer as quickly as possible on site, in an appropriate manner with substantiating evidence, 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 traveller to formulate a complaint on the spot, he must submit a complaint to the organiser or retailer without delay after the end of the holiday agreement with substantiating evidence.



Article 18: Conciliation Procedure

18.1

In the event of a dispute, the parties must first pursue a mutually amicable settlement.

18.2

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

18.3

To this end, the secretariat will provide the parties with the conciliation rules and a "conciliation agreement".

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 proceedings are instituted or if they fail, the claimant may, if desired, initiate arbitration proceedings before the Travel Disputes Committee or bring proceedings before the court.

19.2

The traveller can never be obliged to accept the jurisdiction of the Travel Disputes Committee, either as a claimant or as a defendant.

19.3

The organiser or retailer who is the defendant can only refuse the arbitration if the amount demanded by the claimant is more than 1,250 euros. He has a period of 10 calendar days for this upon receipt of the registered letter or e-mail with acknowledgement of receipt in which it is indicated that a case with a claim of 1,251 euros or more has been opened with 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 trip (or possibly from the service that gave rise to the dispute). Disputes concerning physical injuries can only be settled by the courts.

19.5

The jointly appointed arbitration tribunal, in accordance with the dispute rules, makes a binding and definitive decision on the travel dispute. There is no appeal against this.

Secretariat of the Travel Disputes Committee:

Telephone: 02 277 62 15 or 02 277 61 80 (09:00 to 12:00); fax: 02 277 91 00

City Atrium, Vooruitgangstraat 50, 1210

Brussels; e-mail: reisgeschillen@clv-gr.be



Privacy statement

The Privacy statement of De Buck Agency N.V. informs you how your personal data is collected, processed and transferred.

De Buck Agency N.V. respects the privacy of its customers, suppliers and staff in accordance with the applicable legislation and in particular the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and concerning the free movement of such data (General Data Protection Regulation, hereinafter the "GDPR") and the laws and regulations that this Regulation further implements.

De Buck Agency N.V. and all its employees, hereinafter referred to as "DBA", are responsible for protecting the privacy of its customers, suppliers and staff, as well as for other parties who share their personal data with DBA. We are publishing this privacy statement specifically for the benefit of the interested parties. By sharing your data with De Buck Agency N.V., you declare that you agree with all the provisions contained in the privacy policy below.

Protection of the personal data of customers of De Buck Agency N.V.:

Statutory basis: The use of the personal data of customers by DBA is always limited to those needed to make the reservations for the trip, the congress, the event, the incentive, the excursion, the project or the service provided to the customer, and the components associated therewith. The personal data will be processed for this purpose only. Only DBA employees involved in the organisation, implementation or administrative process of the trip or event, or one of the associated components, consult and process the personal data of the customer. No personal data from the customer are communicated to third parties who are not involved in the implementation of the project or service.

The consent of one of the parents or a guardian is required for the processing of children's personal data. When one of the parents or a guardian shares the personal data of a child under the age of 16 with DBA, he / she as the customer gives permission to process such data in connection with making the necessary reservations or agreements within the framework of the customer's journey or event.

Retention period: the personal data of the customer will be kept as long as post-interventions are necessary in the context of the journey, the congress, the event, the incentive, the excursion, the project or the service provided. Billing information is kept according to the legal retention period imposed by the applicable Belgian accounting legislation (i.e. 7 years).

Our suppliers, relevant organisations or official bodies that receive the personal data of DBA customers are also asked to comply with the GDPR guidelines.

The customer's data may be sent to suppliers or relevant authorities outside the European Union, depending on the destination of the trip, the congress, the event, the incentive, the excursion, the project or the service provided. This is only the case if the implementation of the project, service or order requires this. External parties outside the European Union will also be requested by DBA to commit to the GDPR guidelines.

DBA follows the same guidelines for personal data received via the website, via e-mail, through correspondence or in some other way, from potential customers, suppliers or contacts.

Deviation from the aforementioned clauses is only possible with the express written permission of the relevant customer or person involved.

Protection of the personal data of customers of De Buck Agency N.V.:

Statutory basis: DBA only processes the personal data of suppliers, its employees or subcontractors, which are required for the execution of the service or assignment for DBA as a customer. The personal data will be processed for this purpose only.



Only the personal details are processed of the supplier, his employees or subcontractors, which are absolutely required for the execution of the service or assignment. This mainly concerns contact details, identity card numbers and licence plates, to enable communication about the service or assignment, and to enable access to secure locations such as ports, airports, etc., for which detailed personal identification is required due to strict security measures. Such personal data will only be communicated with a view to enabling the performance of the service or assignment, and for no other purpose.

Only the DBA employees involved in the project for which the requested personal details are needed, will consult and process the personal details of the supplier, his employees or subcontractors. No personal data will be communicated to third parties who are not involved in the performance of the relevant service or assignment.

Retention period: the personal data will be kept as long as post-interventions are necessary in the context of the journey, the congress, the event, the incentive, the excursion, the project or the service provided. Billing information is kept according to the legal retention period imposed by the applicable Belgian accounting legislation (i.e. 7 years).

Our suppliers, relevant organizations or organizations that receive the personal data of suppliers, their employees or subcontractors via DBA, are also asked to commit to the GDPR guidelines.

The personal data may be sent to relevant suppliers, authorities or organisations outside the European Union, depending on the destination of the trip, the congress, the event, the incentive, the excursion, the project or the service provided. This is only the case if the implementation of the project, service or assignment requires this. External parties outside the European Union will also be requested by DBA to commit to following the GDPR guidelines.

Deviation from the aforementioned clauses is only possible with the express written permission of the supplier involved.

Protection of the personal data of staff members of De Buck Agency N.V.:

Statutory basis: The personal details of employees or freelancers of DBA, as required to enable them to perform their assignments for DBA as the employer shall be used by DBA solely for this purpose. This concerns any personal data required for the staff register, the social secretariat and associated suppliers or official bodies to be able to meet our employment-law obligations.

Retention period: these details will be kept on file for the duration of their employment with DBA, extended by the statutory retention period of five years.

Suppliers or official bodies that receive the personal data of DBA staff or freelancers are also asked to commit to the GDPR guidelines.

The personal data may be sent to relevant suppliers, official bodies or organisations outside the European Union, depending on the destination of the trip, the congress, the event, the incentive, the excursion, the project or the service provided.

Deviation from the aforementioned clauses is only possible with the express written permission of the relevant member of staff or the freelancer involved.

Protection of your personal data in relation to third parties not involved.

Personal details are details relating to your name or personal identity DBA shall not sell or lease out your personal details to third parties. DBA does not release personal data to third parties not involved without the permission of the person concerned, unless the processing of such personal data is required by law.

Cookie policy.

By using the website of De Buck Agency N.V., it is possible that certain information about your surfing movements is collected passively, using technological tools. These cookies do not make it possible to identify you.



The information collected about your surfing movements on our website (e.g. which pages are consulted, the date and time of the consultation, etc.) allow us to gain more insight into the use of our website, anonymously. That way we can further adjust our website according to the needs of the visitors. This information will not be distributed and will not be used for purposes other than those mentioned above.

Your rights

As a customer, supplier or staff member you have the right to access your personal data processed by DBA, as well as the right to have incorrect data corrected (if any), to have unlawfully processed data (if any) removed and to have all of your processed personal data removed (according to the possibilities within the legal framework).

Protection of your personal details.

DBA makes every effort to protect the details you provide us with. DBA has the appropriate physical and information technology tools and administration procedures in place to protect the details we collect and thus prevent unauthorised access thereto or disclosure thereof.

Contact and changes:

If you have any questions or comments regarding the privacy policy of De Buck Agency N.V. or if you wish to make use of your rights mentioned above, you can always contact us via our contact page on our website (<https://www.debuckagency.com/contact/>).

If you assume that your data have been processed falsely or has been misused, you can report this to the Belgian Data Protection Authority:

Contact address and opening times

Data Protection Authority

Rue de la Presse 35, 1000 Brussels



+32 (0)2 274 48 00



+32 (0)2 274 48 35



contact@apd-gba.be

The Data Protection Authority's offices are open to members of the public during office hours, but by (phone) appointment only. Please observe that the preferred languages for contacting the Data Protection Authority are Dutch and French.

For any other question, the Authority is at your disposal every work day from 08:30 to 12:00.

Amendments to the present statement

The present statement was amended on July 1st 2021.

The Privacy Statement may be subject to amendments, depending on additional laws and regulations that further implements the GDPR or in line with changes in privacy-related guidelines. You will always find the current privacy statement on our website. We recommend that you always consult the current text of the privacy statement when issuing your personal data to DBA.