

Article 1: Scope

These general conditions apply to package travel contracts booked as from 1 July 2018 and governed by the Act of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Article 2: Information from the organiser and the retailer before conclusion of the package travel contract

2.1 Before the traveller is bound by a package travel contract, the organiser and also the retailer shall provide the traveller with the standard information prescribed by law, as well as the following information in so far as it applies to the package:

1° the main characteristics of the travel services:

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

b) the means, characteristics and categories of transport, the points, dates and times of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet fixed, this shall be communicated approximately;

c) the location, main features and category of the accommodation under the rules of the country of destination;

d) the meals provided;

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

f) where it is not clear, whether the travel services will be provided to the traveller as a member of a group;

g) the language in which other tourist services will, where applicable, be performed;

h) whether the trip is generally suitable for persons with reduced mobility;

2° the total price of the package and, in so far as applicable, an indication of the type of additional costs which may be borne by the traveller;

3° the payment arrangements;

4° the minimum number of persons required for the package to take place and the time limit for possible termination of the contract if that number is not reached;

5° general information on passport and visa requirements in the country of destination, including the approximate period for obtaining visas, and information on health formalities;

6° a statement that the traveller may terminate the contract against payment of a termination fee;

7° information on cancellation and/or assistance insurance.

2.2 The trader shall ensure that the correct standard information form is provided to the traveller.

2.3 The pre-contractual information provided to the traveller forms an integral part of the package travel contract. It may not be altered, save by mutual agreement of the parties.

Article 3: Information from the traveller

3.1 The person concluding the package travel contract must provide the organiser and the retailer with all useful information concerning himself and his fellow travellers that may be relevant to the conclusion or the performance of the contract.

3.2 Where the traveller provides incorrect information and this gives rise to additional costs for the organiser and/or retailer, those costs may be charged on.

Article 4: The package travel contract

4.1 On conclusion of the package travel contract, or within a reasonable period thereafter, the organiser or, where a retailer is involved, the latter shall provide the traveller with a confirmation of the contract on a durable medium, such as an e-mail, a paper document or a pdf.

Where the package travel contract is concluded in the simultaneous physical presence of the parties, the traveller is entitled to request a paper copy.

4.2 The package travel contract or its confirmation shall set out the full content of the agreement, including all information referred to in Article 2 and the following information:

1° the special requirements of the traveller which the organiser has accepted;

2° that the organiser is liable for the proper performance of the package and is under a duty to provide assistance;

3° the name and contact details of the entity in charge of insolvency protection;

4° the name, address, telephone number and e-mail address of the organiser's local representative or of another service in the event that the traveller is in difficulty or wishes to complain about any lack of conformity;

5° the traveller's obligation to notify any lack of conformity during the trip;

6° information enabling direct contact with an unaccompanied minor or with the person responsible for him at his place of stay;

7° information on internal complaint handling;

8° information on the Travel Disputes Commission and on the EU online dispute resolution platform;

9° information on the traveller's right to transfer the contract.

4.3 In good time before the start of the package, the organiser shall provide the traveller with:

1° the necessary receipts;

2° the vouchers and travel tickets;

3° information on the scheduled times of departure and, where applicable, the deadline for check-in, and the scheduled times of intermediate stops, transport connections and arrival.

Article 5: The price

5.1 After conclusion of the package travel contract, prices may be increased only if the contract expressly so provides. In that case, the package travel contract shall state how the price revision is calculated.

Price increases are permitted only as a direct consequence of changes in:

1° the price of passenger transport resulting from the cost of fuel or other power sources; or

2° the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes and departure or arrival taxes at ports and airports; or

3° the exchange rates relevant to the package.

Where a price increase is provided for, the traveller is entitled to a price reduction in the event of a decrease in the costs listed above.

5.2 Where the increase exceeds 8 % of the total price, the traveller may terminate the contract without paying a termination fee.

5.3 A price increase is possible only if the organiser notifies the traveller thereof on a durable medium, such as an e-mail, a paper document or a pdf, no later than twenty days before the start of the package, stating the reasons for the increase and providing a calculation.

5.4 In the event of a price reduction, the organiser is entitled to deduct its administrative expenses from the reimbursement due to the traveller. At the traveller's request, the organiser shall provide evidence of those expenses.

Article 6: Payment of the price

6.1 Unless otherwise agreed, the traveller shall pay, on conclusion of the package travel contract, a deposit consisting of a portion of the total price as determined in the special conditions.

6.2 Unless otherwise agreed in the package travel contract, the traveller shall pay the balance of the price no later than one month before the departure date.

6.3 Where the traveller, having been given prior notice of default, fails to pay the deposit or the price duly claimed from him, the organiser and/or retailer shall be entitled to terminate the contract with the traveller by operation of law, the costs being borne by the traveller.

Article 7: Transfer of the package travel contract

7.1 The traveller may transfer the package travel contract to a person who satisfies all the conditions applicable to that contract, provided that he:

1° notifies the organiser and, where applicable, the retailer as soon as possible and no later than 7 days before the start of the package, on a durable medium such as an e-mail, a paper document or a pdf; and

2° bears any additional costs arising from the transfer.

7.2 The transferor of the package and the transferee are jointly and severally liable for payment of the balance due and for any additional fees arising from the transfer. The organiser shall inform the transferor of the costs of the transfer.

Article 8: Other changes requested by the traveller

Where the traveller requests any other change, the organiser and/or the retailer able to accommodate it may charge all costs caused thereby.

Article 9: Changes by the organiser before departure

9.1 The organiser may not unilaterally alter the terms of the package travel contract, other than price changes, before the start of the package, unless:

1° the organiser has reserved that right in the contract; and

2° the change is insignificant; and

3° the organiser notifies the traveller thereof on a durable medium, such as an e-mail, a paper document or a pdf.

9.2 Where, before the start of the trip, the organiser is constrained to alter significantly any of the main characteristics of the travel services, or cannot meet the traveller's confirmed special requirements, or proposes to increase the price of the package by more than 8 %, the organiser shall inform the traveller thereof and notify him of:

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

2° the possibility of terminating the contract without cost, unless he accepts the proposed changes;

3° the period within which he must notify the organiser of his decision;

4° the fact that, if he does not expressly accept the proposed change within the period stated, the contract is automatically terminated; and

5° where applicable, the substitute package offered and its price.

9.3 Where the changes to the package travel contract or the substitute package result in a package of lower quality or cost, the traveller is entitled to an appropriate price reduction.

9.4 Where the package travel contract is terminated pursuant to Article 9.2 and the traveller does not accept a substitute package, the organiser shall reimburse all amounts paid no later than fourteen days after termination of the contract.

Article 10: Termination by the organiser before departure

10.1 The organiser may terminate the package travel contract:

1° where the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract, but not later than:

- a) twenty days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;
- c) 48 hours before the start of the package in the case of trips lasting less than two days; or

2° where the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination before the start of the package.

10.2 In these cases the organiser shall reimburse to the traveller all amounts received for the package, without being liable for any additional compensation.

Article 11: Termination by the traveller

11.1 The traveller may terminate the package travel contract at any time before the start of the package.

11.2 Any termination by the traveller must reach Viridia SRL by registered letter or by e-mail at the address saddlehorizon@gmail.com. Terminations received outside opening hours are deemed to have been received on the next business day.

11.3 Save as otherwise provided in the travel contract, where the traveller terminates he may be required to pay the organiser the following termination fees:

- More than 90 days before departure: 25% of the total travel price incl. VAT, with a minimum of 250 EUR per person;
- From 90 to 61 days before departure: 40 % of the total travel price incl. VAT, with a minimum of 400 EUR per person;
- From 60 to 31 days before departure: 50 % of the total travel price incl. VAT, with a minimum of 500 EUR per person;
- From 30 days until the day of departure: 100 % of the total travel price incl. VAT.

Internal note (to be deleted): this Article 11 is a tailored version, aligned with the French and Dutch versions to avoid contradictions. The official Travel Disputes Commission text is shorter and neutral. Complete the scale identically across the three language versions and keep it consistent, in one place, with the special conditions.

11.4 In the case of a package including flights, the air tickets are always non-refundable. 'Last minute' flights and train tickets are non-refundable.

11.5 Where Viridia SRL acts as retailer, the organiser's cancellation fees will be charged, increased by the administrative costs. Any refund will be made after deduction of the insurance and visa costs.

11.6 Where travel service providers impose stricter conditions, those conditions apply.

11.7 The traveller may be exempted from paying the termination fee only in the event of unavoidable and extraordinary circumstances occurring at the place of destination and substantially affecting the performance of the package or the carriage of passengers to the place of destination. Where the package travel contract is terminated under this article, the traveller is entitled to a full refund of the payments made for the package, to the exclusion of any additional compensation.

11.8 The traveller has the right to terminate the package travel contract without paying a termination fee if unavoidable and extraordinary circumstances occurring at the place of destination have a significant effect on the performance of the package or on the carriage of passengers to the place of destination. Where the package travel contract is terminated under this article, the traveller is entitled to a full refund of the payments made for the package but not to any additional compensation.

11.9 The organiser shall reimburse all payments made by or on behalf of the traveller within fourteen days, less the termination fee where applicable.

Article 12: Lack of conformity during the trip

12.1 The traveller shall notify the organiser without delay of any lack of conformity established during the performance of a travel service included in the package travel contract.

12.2 Where any of the travel services is not performed in accordance with the package travel contract, the organiser shall remedy that lack of conformity, unless doing so:

1° is impossible; or

2° entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

Where the organiser does not remedy the lack of conformity, the traveller is entitled to a price reduction or compensation in accordance with Article 15.

12.3 Where the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. The traveller need not specify a period where the organiser refuses to remedy the lack of conformity or where immediate remedy is required.

12.4 Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no additional cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality.

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

The traveller may reject the alternative arrangements proposed only if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate.

12.5 Where the lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation.

Where the package includes the carriage of passengers, the organiser shall also provide repatriation of the traveller.

Where no alternative arrangements can be proposed or the traveller rejects those proposed, the traveller is entitled, where appropriate, to a price reduction and/or compensation, also without terminating the package travel contract.

12.6 Where, because of unavoidable and extraordinary circumstances, it is impossible to ensure the traveller's return as agreed in the package travel contract, the organiser shall bear the cost of necessary accommodation for a maximum of three nights per traveller.

12.7 The cost limitation referred to in 12.6 does not apply to persons with reduced mobility, to persons accompanying them, to pregnant women, to unaccompanied minors or to persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

12.8 The organiser may not invoke unavoidable and extraordinary circumstances to limit liability where the transport provider concerned may not rely on such circumstances under applicable Union law.

12.9 The traveller may address messages, requests or complaints regarding the performance of the package directly to the retailer from whom he purchased the package. The retailer shall forward such messages, requests or complaints to the organiser without delay.

Article 13: Liability of the traveller

The traveller is liable for the damage sustained by the organiser and/or retailer, their servants and/or representatives through his fault, or where he has failed to perform his contractual obligations.

Article 14: Liability of the organiser and the trader

14.1 The organiser is liable for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

14.2 Where the organiser is established outside the European Economic Area, the retailer established in a Member State is subject to the obligations imposed on organisers, unless the retailer proves that the organiser complies with the conditions prescribed by the Act of 21 November 2017.

Article 15: Price reduction and compensation

15.1 The traveller is entitled to an appropriate price reduction for any period during which there was a lack of conformity of the services supplied, unless the organiser proves that the lack of conformity is attributable to the traveller.

15.2 The traveller is entitled to appropriate compensation from the organiser for any damage sustained as a result of a lack of conformity. Compensation shall be paid without delay.

15.3 The traveller is not entitled to compensation where the organiser proves that the lack of conformity is attributable to:

- 1° the traveller;
- 2° a third party unconnected with the provision of the travel services included in the package travel contract, the lack of conformity being neither foreseeable nor avoidable; or
- 3° unavoidable and extraordinary circumstances.

Article 16: Obligation to provide assistance

16.1 The organiser shall give appropriate assistance without delay to a traveller in difficulty, in particular by:

- 1° providing useful information on health services, local authorities and consular assistance;
- 2° assisting the traveller in making distance communications and in finding alternative travel arrangements.

16.2 Where the difficulty is caused intentionally or negligently by the traveller, the organiser may charge a fee for such assistance. That fee shall in no event exceed the actual costs incurred by the organiser.

Article 17: Complaints procedure

17.1 Where the traveller has a complaint before departure, he must notify it to the organiser or the retailer as soon as possible in a manner capable of proof.

17.2 Complaints arising during the performance of the package travel contract must be notified by the traveller as soon as possible on the spot, in an appropriate manner capable of proof, to the organiser or retailer, so that a solution may be sought.

17.3 Where a complaint was not satisfactorily resolved on the spot, or where the traveller was unable to formulate a complaint on the spot, he must submit a complaint to the organiser or the retailer without delay after the end of the travel contract, in a manner capable of proof.

Article 18: Conciliation procedure

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

18.2 If that attempt at amicable settlement fails, any of the parties concerned may ask the non-profit association Travel Disputes Commission to open a conciliation procedure. All parties must consent thereto.

18.3 To that end, the secretariat will provide the parties with a conciliation regulation and a "conciliation agreement".

18.4 In accordance with the procedure described in the regulation, an impartial conciliator will then contact the parties with a view to achieving a fair conciliation between them.

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

Article 19: Arbitration or court

19.1 Where no conciliation procedure is brought or where it fails, the claimant may, if it so wishes, bring arbitration proceedings before the Travel Disputes Commission or bring proceedings before the courts.

19.2 The traveller can never be compelled to accept the jurisdiction of the Travel Disputes Commission, whether as claimant or as defendant.

19.3 The organiser or retailer acting as defendant may refuse arbitration only where the amount claimed by the claimant exceeds EUR 2,500. It has a period of 10 calendar days to do so, running from receipt of the registered letter or of the e-mail with acknowledgement of receipt stating that a file with a claim of EUR 2,501 or more has been opened with the Travel Disputes Commission.

19.4 These arbitration proceedings are governed by a disputes regulation and may be commenced only after a complaint has been submitted to the undertaking itself, once it is established that the dispute could not be settled amicably or once 4 months have elapsed since the (scheduled) end of the trip (or, as the case may be, from the service which gave rise to the dispute). Disputes concerning personal injury may be settled only by the courts.

19.5 The arbitral board, composed on a parity basis, rules on the travel dispute in a binding and final manner in accordance with the disputes regulation. No appeal lies against its award.

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