

GENERAL TERMS & CONDITIONS OF SALE

Article 1: Applicable Law

The 'General Terms & Conditions of Sale' here under relate to package travel contracts as from 1 July 2018, such as governed by the 21 November 2017 Law concerning the sale of package travels and related travel services.

Article 2: Information provided by the organizer or the broker before signature of the package travel contract

2.1

The organizer, as well as the broker, duly inform the traveller, even before the signature of a package travel contract, concerning the standard information as requested by law. The same applies to the information mentioned here under if needed within the framework of the package travel:

1° the main components of the travel services:

- a. the destination(s), the itinerary and the period(s) of the stay, including the dates and the numbers of nights included;
- b. the means, characteristics and categories of transportation, the places, dates and hours of departure and return, the places and durations of stopovers and connections; in the case of the exact hour not being known yet, the traveller is given an approximate or estimated time of departure and return;
- c. the situation, the main characteristics and the category of the accommodation according to the rules prevailing in the country of destination;
- d. the meals provided;
- e. the visits, excursions or other services included in the total price agreed upon for the package travel;
- f. in the case of this not being clearly mentioned, whether the travel services will be delivered to the traveller as a member of a group;
- g. the language used to provide the other tourist services;
- h. whether the travel is, generally speaking, suited to persons with reduced mobility.

2° the total price of the package travel and, if applicable, all additional costs which the traveller still may have to cover;

3° the methods of payment;

4° the minimum number of participants needed in order for the travel to be secured, as well as the deadline for a possible termination of the contract in the case the minimum number of participants is not reached;

5° information of a general nature concerning the conditions prevailing as far as passports and visas are concerned, including the approximate duration for visa delivery, as well as health regulations and procedures;

6° a clear mention of the fact that terminating the travel contract is possible, but with cancellation costs linked;

7° information concerning cancellation insurances and assistance abroad.

2.2

The organizer takes care of providing the traveller with the adequate standard information form.

2.3

The information provided to the traveller are an integral part of the package travel contract. They can only be modified by common consent between both contracting parties.

Article 3: Information from the Traveller

3.1

The person signing the package travel contract is requested to provide the organizer and the broker with all the necessary information that could exert an influence on the conclusion of the contract or the normal proceeding of the travel.

3.2

The traveller will have to bear any additional costs that had to be covered by the organizer or the broker, in the case that he/she provided wrong information.

Article 4: The Package Travel Contract

4.1

After signing the package travel contract, or within a reasonable time, the organizer, or, if there is one, the broker, provides the traveller with a copy or a confirmation of the contract written in a reliable form such as an e-mail, a paper document or a pdf document.

The traveller has a right to ask for a paper document in the case of the package travel contract being concluded in the physical presence of both parties.

4.2

The package travel contract, or the confirmation of it, mentions the full contents of the convention, which includes all information under Article 2 as well as the following information:

- 1° any specific requirement from the traveller, accepted by the organizer;
- 2° the organizer is responsible for the good proceeding of all travel services included in the contract; it also has an obligation of assistance;
- 3° the name of the entity in charge of customers' protection against insolvability, and the contact details of it;
- 4° the name, address details, telephone number and e-mail address details of the local agent of the organizer or another service that the traveller can quickly contact to request assistance from the organizer or to complain about any possible non-conformity in the proceeding of the travel;
- 5° the obligation for the traveller to report any possible non-conformity during the travel;
- 6° information enabling to contact a non-accompanied minor person or the adult in charge of the minor person on the place of his/her stay;
- 7° information concerning the intern procedures to deal with complaints;
- 8° information concerning the 'Commission de Litiges Voyages' as well as the Online Dispute Resolution Platform of the UE;
- 9° information concerning the right of the traveller to transfer his/her contract to another traveller.

4.3

In due time before the departure of the package travel, the organizer provides the traveller with:

- 1° the receipts,
- 2° the necessary tickets and vouchers,
- 3° the relevant information concerning the expected time of departure and, if applicable, the check-in time limits, the expected schedules of stopovers, connections and arrival.

Article 5: The Price

5.1

After signing the package travel contract, prices can only be changed if this option clearly appears in the contract.

In such a case, the package travel contract specifically mentions in what way any revision in the price has to be calculated.

Price increases are only possible if this directly results from one or another of the following elements:
1° increase in passenger transport costs resulting from the cost of fuel or other energy sources, or
2° from taxation or revenue levies on travel services included in the contract, imposed by a third party which does not directly participate to the running of the package travel, including tourism taxes, embarkation / disembarkation taxes in ports or airports, or
3° exchange rates related to the package travel.

If the possibility for price increases is foreseen, then the traveller has a right to enjoy price discounts corresponding to any drop in the costs mentioned here above.

5.2

If the price increase exceeds 8 % of the total price, then the traveller has a right to cancel the contract without any costs.

5.3

Any price increase is only possible provided the organizer notifies the traveller of the fact, together with a justification and a calculation method. This needs to be done by e-mail, on a paper document or pdf-document, at latest twenty days before the departure date of the package travel.

5.4

In case of price discounts, the organizer has the right to deduce the administration costs linked to the refund due to the traveller. If requested so by the traveller, the organizer needs to provide evidence for the expenses declared.

Article 6: Payment

6.1

Unless specifically mentioned otherwise, the traveller pays, as a deposit after signing the package travel contract, a percentage of the total travel price as specified in the 'Special conditions of sales of the travel'.

6.2

Unless it is specified otherwise, the balance of the price needs to be paid at latest one month prior to departure.

6.3

In the case that the traveller, after having been summoned to pay, still fails to pay the deposit or the balance of the price which is claimed by the organizer, the organizer and/or the broker has the full right to cancel the contract with the traveller and to charge the latter with all the costs resulting from this decision.

Article 7: Transfer of the Package Travel Contract

7.1

The traveller can transfer the package travel contract to another person meeting all the conditions relating to the contract, provided:

- 1° he/she informs the organizer, and possibly the broker, by e-mail, on a paper document or a pdf-document, as soon as possible and at latest 7 days before the departure of the package travel and
- 2° he/she supports all possible extra costs arising from the transfer.

7.2

The traveller transferring the package travel contract and the one taking it over are jointly responsible for the full payment of the price balance as well as any possible extra cost linked to the transfer. The organizer informs the traveller transferring the package travel contract concerning the costs for the transfer.

Article 8: Other Modifications by the Traveller

The organizer and/or the broker have a right to charge the traveller with all extra costs resulting from other changes requested by the traveller and accepted by the organizer and/or broker.

Article 9: Changes to the Contract by the Organizer prior to Departure

9.1

Prior to departure, the organizer may not modify on its own initiative clauses of the package travel contract other than the price, unless:

- 1° the organizer had included this right in the terms of the contract, and
- 2° it goes on minor changes, and
- 3° the organizer informs the traveller either per e-mail, paper document or pdf-document.

9.2

If, prior to departure, the organizer is forced to modify significantly one or more of the major characteristics of the travel services, or if he cannot satisfy accordingly the specific requests of the traveller which had been confirmed, or if he proposes to increase the total price of the travel with more than 8 %, he is requested to inform the traveller about:

- 1° the proposed modifications to be brought and the impact on the package price;
- 2° the fact that the traveller can cancel the contract without any costs, unless he/she agrees with the proposed modifications;
- 3° the deadline for the traveller to communicate his/her decision to the organizer;
- 4° the fact that, if the traveller does not accept the proposed modifications within the specified deadline, the contract will be automatically cancelled, and
- 5° if applicable, about the alternative solution proposed and the price for it.

9.3

When the modifications brought to the package travel contract or if the replacement package travel result in a lowered quality of the package travel or diminish the cost of it, the traveller is entitled to a corresponding discount.

9.4

When the package travel contract is cancelled according to Article 9.2 and in the case the traveller does not accept any other package, the organizer refunds all payments already done, at latest fourteen days after the cancellation of the contract.

Article 10: Cancellation by the Organizer prior to Departure

10.1

The organizer can decide to cancel the package travel:

1° if the number of travellers booked on the package travel remains inferior to the minimum number as mentioned in the contract. The organizer needs to inform the traveller according to the terms of the contract, but at latest:

- a) twenty days before the beginning of the package travel in the case of travels with a duration in excess of six days;
- b) seven days before the beginning of the package travel in the case of travels with a duration between two and six days;
- c) 48 hours before the beginning of the package travel in the case of travels with a duration of maximum two days,

or

2° if he is unable to provide the services according to the package travel contract because of exceptional and unavoidable circumstances; the organizer needs to inform the traveller about the cancellation of the contract before the beginning of the package travel.

10.2

In such cases, the organizer refunds the traveller for all payments already made, without being liable to any kind of additional payments.

Article 11: Cancellation by the Traveller

11.1

The traveller can cancel the package travel contract at any time before the beginning of the package travel. Doing so, he/she may be requested to pay the organizer for the costs involved.

The package travel contract may include standard cancellation fees, based on the cancellation date before the beginning of the travel as well as savings of costs and expected incomes resulting from the renewed availability of the travel services concerned.

Without standard cancellation fees, the amount of the costs will match the price of the package travel less the savings of costs and expected incomes resulting from the renewed availability of the travel services concerned.

11.2

The traveller is entitled to cancel the package travel contract at no cost when exceptional and unavoidable circumstances occurring at the destination can have major consequences on the good proceeding of the package travel or on the transportation of passengers to the destination. In case of cancellation of the package travel contract within the framework of the present article, the traveller is entitled to the full refund of all payments already made, but not to any kind of additional compensation.

11.3

The organizer refunds all payments already made by the traveller or in his/her name within fourteen days; cancellation costs can, if applicable, be deduced from the amount of the refunds.

Article 12: Non-Conformity during the Travel

12.1

The traveller informs the organizer, without delay, concerning any non-conformity arising during the performance of a travel service included in the package travel contract.

12.2

If one of the travel services is not performed according to the terms of the package travel contract, the organizer has to find a suitable solution, excepted when:

1° this proves impossible, or

2° it would involve costs out of proportion, keeping into account the importance of the non-conformity and the value of the travel services concerned. If the organizer cannot find a solution to the non-conformity, the traveller will be entitled to a price discount or any kind of refund according to Article 15.

12.3

If the organizer cannot find an acceptable solution to the non-conformity within a reasonable deadline accepted by the traveller, the latter can find a solution him/herself, and claim the refund of any necessary cost or expense. It is not necessary for the traveller to specify a deadline if the organizer refuses to find a solution to the non-conformity or if an immediate action is required.

12.4

When an important part of the travel services cannot be performed as expected, the organizer proposes, without any additional costs for the traveller, other services, (if possible) of an equivalent or superior quality. If the alternative services result on a diminished quality, the organizer refunds the traveller with an appropriate amount. The traveller cannot refuse the alternative travel services, unless they cannot be compared to what had been initially included in the original package travel contract or if the refund proposed is not adapted.

12.5

In the case of a non-conformity affecting in a very serious manner the proceeding of the package travel and the organizer not proposing an acceptable solution in a reasonable timeframe, the traveller can

cancel the package travel contract at no cost, and claim, if applicable, a price discount and/or a refund. When the package travel includes passenger transportation, the organizer provides the traveller with repatriation options. If it appears impossible to propose alternative services, or if the traveller refuses the alternative services proposed, the traveller is entitled to, if applicable, a price discount and/or a refund, even in the case of the package travel contract not having been cancelled.

12.6 When it proves impossible, due to exceptional and unavoidable circumstances, to secure the return trip of the traveller home as mentioned in the package travel contract, the organizer covers the necessary lodging costs at the destination, this for a maximum number of three nights per traveller.

12.7

The limitation of costs as mentioned under 12.6 does not apply in the case of persons with reduced mobility and the persons accompanying them, of pregnant women, unaccompanied minors or persons in need of specific medical assistance, provided the organizer was aware of their specific needs at least 48 hours before the departure of the package travel.

12.8

The organizer cannot put forward exceptional and unavoidable circumstances in order to reduce its liability, in the case that the provider of transportation concerned cannot avail itself of such circumstances according to the relevant UE legislation.

12.9

The traveller can send messages, requests or complaints related to the services during the package travel directly via the broker where his/her travel was purchased. The broker will communicate the messages, requests or complaints to the organizer within a reasonable deadline.

Article 13: Liability of the Traveller

The traveller is liable for any damage or prejudice to the organizer and/or the travel middleman, their agents or representatives, resulting from the non-execution of his/her contractual obligations.

Article 14: Liability of the Organizer or the Travel Professional

14.1

The organizer is liable for the good execution of the travel services as mentioned in the package travel contract, independently from the fact that these services may be executed by itself or by other travel service partners.

14.2

When the organizer is legally located outside the European Economic Space, the broker located in a EU Member State is legally bound by the obligations resulting from EU legislation, excepted if it can prove that the organizer meets the conditions mentioned in the Law of 21 November 2017.

Article 15: Price Discounts and Refunds

15.1

The traveller is entitled to an adapted price discount for each period of non-conformity of the travel services provided, excepted if the organizer can prove that the traveller is to be blamed for the non-conformity.

15.2

The traveller is entitled to an adapted refund from the organizer for any prejudice resulting from the non-conformity of the services provided. The refund needs to be secured without excessive delay.

15.3

The traveller cannot claim any kind of refund if the organizer can prove that the non-conformity was caused by:

- 1° the traveller;
- 2° a third party external to the delivery of the travel services as included in the package travel contract, or following an unexpected or unavoidable situation, or
- 3° exceptional and unavoidable circumstances.

Article 16: Obligation of Assistance

16.1

The organizer will, without excessive delay, provide adequate and appropriate assistance to the traveller experiencing troubles, among others:

- 1° by providing useful information concerning the health services, the local authorities and consular assistance;
- 2° by helping the traveller to make long distance communications and find other travel service providers.

16.2

The organizer has the right to charge the traveller for such assistance if the problems were intentionally caused by the traveller or by neglect from him/her. The amount actually charged will never exceed the costs covered by the organizer.

Article 17: Complaint Procedure

17.1

If the traveller needs to lodge a complaint before the departure of the package travel, he/she needs to do so as soon as possible and in a conclusive manner with the organizer or the broker.

17.2

Complaints occurring during the execution of the package travel contract need to be lodged as soon as possible on the spot, in an appropriate manner and in a way that can be used as evidence, in order for a solution to be looked for.

17.3

Complaint cases that could not be solved on the spot in a satisfactory manner, or which were not possible to lodge on the spot need to be lodged without delay after the end of the package travel with the organizer or the broker, in a way that can be used as evidence.

Article 18: Conciliation Procedure

18.1

In case of contestation, both parties first have to look for an amicable arrangement between them.

18.2

If such a procedure fails, each of the parties can apply to the Secretary of the "asbl Commission de Litiges Voyages" in order to start a conciliation procedure. All parties need to agree with the principle.

18.3

The Secretary will provide each party with a Rules of conciliation form and a Conciliation agreement form.

18.4

According to the procedure as described in the rules, a neutral conciliator will contact all parties in order to look for a fair conciliation acceptable by all parties.

18.5

The agreement that will possibly be reached will be officialised in a convention binding all parties.

Article 19: Arbitration or Tribunal

19.1

If no conciliation procedure was initiated or if the procedure failed, the complainant can initiate an arbitration procedure with the "Commission de Litiges Voyages" or in Court.

19.2

The traveller, be it complainant or defendant, never has the obligation to accept the competence of the "Commission de Litiges Voyages".

19.3

The organizer or the broker, when defendant, cannot reject an arbitration procedure, unless the amounts claimed exceed € 1250. It needs to do so within ten civil days starting at reception of the registered letter or the e-mail with confirmation of reception informing it about the opening of a file for an amount of € 1251 or more with the "Commission de Litiges Voyages".

19.4

This arbitration procedure is based on a litigation settlement. It can be initiated following the lodging of a claim or complaint with the company as soon as it appears that no amicable agreement could be reached, or four months after the (expected) end of the package travel (or, possibly, the travel service at the origin of the procedure). Litigation for physical injury can only be settled by Justice.

19.5

The arbitration college, with a fair representation of the parties, returns a binding and final decision according to the litigation settlement rules. Going to appeal is not possible.

Secrétariat de la Commission de Litiges Voyages :

tel: 02/277 62 15 (9h à 12h)

fax: 02/277 91 00

City Atrium, Rue du Progrès 50, 1210 Bruxelles

e-mail: litiges-voyages@clv-gr.be

SPECIAL CONDITIONS OF SALES

1. Payment for the package travel mentioned in Article 7 of the General Terms & Conditions of Sales happens as follows:
 - o 30% when booking on the travel
 - o 30% at latest 60 days prior to departure
 - o balance at latest 30 days prior to departure
 - o full amount payable when booking less than 30 days before departure or for amounts not exceeding € 125.

In case a traveller would fail to follow the procedure here above, the company will be entitled to refuse his/her participation and charge costs, calculated according to Point 2 here under.

2. Cancellation fees as mentioned under Article 13 are contractually set as follows, depending on the number of days between the cancellation date and the scheduled date of departure of the package travel:
 - o 61 days or more: administration costs, with a minimum of 100 Euro
 - o between 60 and 46 days: 25% of the amount, with a minimum of 100 Euro
 - o between 45 and 31 days: 35% of the amount, with a minimum of 100 Euro
 - o between 30 and 16 days: 50 % of the amount, with a minimum of 100 Euro
 - o less than 16 days / no-show at departure: 100 % of the amount

In case the effective costs (such as air tickets) already covered by 'Nature & Terroir' exceed the amounts mentioned here above, 'Nature & Terroir' is entitled to add these amounts to the cancellation fees. Moreover, the travel insurance subscribed via 'Nature & Terroir' needs to be paid in any case.

In case the company sells a package travel organized by another tour operator, the Special conditions of sales applied by this operator as far as cancellations are concerned will be

applicable if they are stricter than the ones at 'Nature & Terroir'. Cancellation fees can be charged as soon as the company has received a booking form in good and due form.

3. In the case of a modification or a transfer of the booking by the traveller as mentioned under Articles 8 and 9 of the General conditions of sales, 'Nature & Terroir' will keep the right of charging the amount of € 40 as administration costs to the traveller, this being added to the actual costs directly linked to the modification or transfer.
4. Participants to the travels organized by the company must abide to the rules and practices prevailing in the countries visited, among others as far as importing and exporting currencies or items is concerned. The company can in no way be held responsible for any problem related to these aspects.
5. Participants to group travels organized by the company must behave in a way that is socially acceptable by the other participants as well as other persons with whom the group enters into contact. In case of non-respect of this principle, the person entrusted by the company to manage the group will be entitled to take all kinds of appropriate actions.
6. Participants to package travels organized by the company are covered by a civil liability insurance. This, however, does not cover the practice of dangerous sport activities such as skiing, diving, climbing... (non-exhaustive list). Participants need to have their own extra insurance covering risks linked specifically to these sport activities.
7. Unless specifically mentioned otherwise, domestic pets are not allowed during the package travels organized by the company.
8. When, during a package travel organized by 'Nature & Terroir', a system of car sharing is set, the company can in no way be held responsible in the case of an accident or any inconvenience whatsoever, this remaining valid even when the society has assisted the participants in contacting each other and/or finding a seat on board of one of the vehicles.
9. Any person booked on a package travel is susceptible to drive one of the hired vehicles if this is included in the travel programme. The driver will provide a print of his/her personal credit card at destination when taking delivery of the vehicle. 'Nature & Terroir' commit ourselves to fully refund any amount withdrawn during the vehicle hire, this in the shortest possible delays.
10. The General and Special conditions of sales of the society remain applicable when programmes are operated on behalf of organized groups such as schools, socio-cultural associations, youth movements, etc.
11. Any invoice issued by the company, which has not been contested within 30 working days following its date of issue will be considered as having been accepted.
12. Our package travels are usually guaranteed with a minimum of 6 participants. Please keep inform with our staff regarding the guaranteed departure of your travel.
13. The name of the tour leader is given for information only. We allow ourselves the right to change the tour leader prior to departure, should this become necessary.
14. 'Nature & Terroir' keeps the right to charge the 'single' supplement foreseen in the Technical Data Sheet if the number of participants does not allow for a double occupancy of all the rooms.
15. Any participant to a package travel organised by 'Nature & Terroir' recognizes having fully read the General and Special conditions of sales of the company, and to agree in full with the conditions.