

## Blue Sky Travel Special Conditions

### **1. General notes - terms and conditions applying to all contracts**

#### **Article 1 - Scope – terms and conditions**

These Special Conditions are applicable in respect of all contracts, services and linked travel arrangements organized by Blue Sky Travel in its capacity as tour operator and as a retail trader, including:

- purchased services and facilities and contracts concluded under a general agreement (hereinafter referred to as the "Outline Contract") between Blue Sky Travel and any other natural person or legal entity pursuing ends in connection with its commercial, industrial, traditional craft or professional objects;
- travel contracts, services and arrangements, whether or not falling within the scope of the law of 21 November 2017 on the sale of package holidays and linked travel arrangements and services (hereinafter referred to as "the Law").

These Special Conditions complement the General Conditions drawn up by the Belgian Travel Disputes Commission and, where applicable, the contractual conditions laid down by travel service providers.

The General Conditions drawn up by the Belgian Travel Disputes Commission apply provided always that no valid derogation thereto is made in the present Special Conditions.

The General Conditions of the Belgian Travel Disputes Commission can be consulted via the first three hypertext links appearing at the following address:

<https://www.uniglobe.be/conditions>.

A hard-copy paper or an electronic version of these Conditions can be provided whenever the traveller should so request.

The traveller expressly acknowledges having taking note of the General Conditions of the Belgian Travel Disputes Commission.

The present Special Conditions and the General Conditions of the Belgian Travel Disputes Commission are an integral part of the contract between Blue Sky Travel and the Traveller.

#### **Article 2 - Definitions**

For the purposes of these Special Conditions, the term or expression "written" shall be taken to mean any long-storage data medium, such as an e-mail or a hard-copy paper document.

In cases where the Blue Sky Travel Co-contractor happens to differ either from the recipient of the services or of the arrangements, the term "Traveller", whenever used in these Special Conditions and the General Conditions of the Belgian Travel Disputes Commission, refers either to the Co-contractor or to the recipient of services and arrangements, or, as the case may be, to both, and this according to their rights and obligations or that are found to be incumbent upon Blue Sky Travel.

Before formation of the contract, the "Traveller" is understood as being that person applying to conclude the contract with Blue Sky Travel.

### **Article 3 - Powers of representation**

Upon conclusion of the contract, Blue Sky Travel has the power to represent the Traveller in all relations with providers of services and, where applicable, with the tour operator.

In cases where the Blue Sky Travel co-contractor happens to differ either from the recipient of the services or of the arrangements, Blue Sky Travel is within its rights to consider that the co-contractor validly represents the recipient, and *vice versa*, unless expressly stipulated to the contrary either by the Co-contractor or by the recipient.

### **Article 4 - Offers**

Price offers may be subject to an "application charge" for an amount of 50 EUR excl. VAT, unless they result in a firm booking.

All our brochures, commercial or publicity material, webpages or offers are produced in good faith and give a true reflection of the available data. The maps, photos and illustrations are presented for guidance only and are not contractually binding.

The Traveller expressly agrees that the received precontractual information may be subject to adjustment before conclusion of the contract.

Price and conditions communicated verbally are at all times subject to written confirmation.

Unless otherwise stipulated, offers, whether communicated in writing or verbally, do not bind Blue Sky Travel. Only an unreserved written confirmation sent to the Traveller will engage Blue Sky Travel and result in the formation of the contract.

Without prejudice to the foregoing, the contract is formed once the Traveller unreservedly accepts the conditions offered by Blue Sky Travel, or when Blue Sky Travel unreservedly confirms the Traveller's application. The duration and validity of the offer is stipulated on the offer presented by Blue Sky Travel. It must be accepted within the set time limit.

The traveller hereby authorizes Blue Sky Travel to correct any obvious material errors in the communicated precontractual information.

### **Article 5 - Protection of data**

Blue Sky Travel collects travellers' data in compliance with the General Personal Data Protection Regulation.

The Traveller accepts that the data-processing activities are justified by legal or contractual obligations or are otherwise necessary in the legitimate interests of Blue Sky Travel.

The data may be transferred to Blue Sky Travel partners established in third States that can guarantee a level of protection in compliance with the principles embodied in the GDPR.

The traveller may at any time exercise his/her rights provided in Regulation (EU) 2016/679, concerning access, correction, limitation, free movement and objection.

If Blue Sky Travel does not receive the personal information from the traveller himself but through the offices of the co-contractor, Blue Sky Travel sets out from the premise that such information has been communicated by the co-contractor with the consent and in full awareness of the traveller.

The Uniglobe statement of confidentiality, to which Blue Sky Travel subscribes, may be consulted on its internet site; a hard-copy paper or an electronic version of that declaration may be delivered whenever the traveller should so request.

#### **Article 6 - Notifications**

Unless otherwise stipulated, all notification in connection with the present contract shall be made to the following addresses:

- By letter: to the postal address given on the travel contract.
- By e-mail: to the e-mail address given on the travel contract.

#### **Article 7 - Protection against insolvency**

Blue Sky Travel is covered by a financial guarantee provided by the Travel Guarantee Fund\*, Rue de la Métrologie 8, 1130 Brussels, to reimburse payments and to ensure the repatriation of travellers in case of insolvency.

#### **Article 8 - Disputes: complaints procedure, applicable legislation and competent court of law**

The traveller must inform Blue Sky Travel immediately regarding any non-conformity that he/she might detect in the execution of the travel contract. He/she must produce proof of any such non-conformity.

The traveller is aware that he risks denying himself the possibility of swift and efficient resolution of the problem if he fails to inform Blue Sky Travel immediately and correctly of any detected non-conformity. The financial consequences issuing from non-respect of the obligation of information on the part of the traveller will consequently be charged to the traveller.

All cases of dispute arising upon conclusion or execution of the contract that cannot be settled by the Belgian Travel Disputes Commission shall be referred to the sole competence of the courts of law of the District of Liège.

Only Belgian Law is applicable.

## **2. Package holidays**

**The above conditions are applicable when Blue Sky Travel provides the package holidays as defined by the Law.**

### **Section 1: Dispositions applicable to all package holiday contracts**

#### **Article 9 - Price and payment methods**

9.1. The price covers the travel services included in the travel contract and further includes all taxes and charges, fees, dues and other additional costs.

If necessary, the traveller must defray any additional costs or charges of which Blue Sky Travel may not reasonably be expected to have knowledge nor reasonably include in its calculations before conclusion of the contract, such as tourism taxes or charges for access to facilities, admission charges, visa costs, et cetera.

The traveller authorizes Blue Sky Travel to correct any obvious price errors.

9.2. The price agreed in the contract may be adjusted upwards up to 21 calendar days before the scheduled date of departure, provided that such adjustment results in a change:

- of the price of passenger transport resulting from the cost of fuel or other sources of energy,
- of the level of taxes or dues on the travel services included in the contract, imposed by a third party not involved directly in the execution of the package holidays, including tourist taxes, and landing or boarding and alighting taxes in ports and airports,
- exchange rates in connection with the journey.

Blue Sky Travel will give the traveller clear, comprehensible, written notice regarding any such price increase, accompanying the notice of price increase with explanatory notes and a breakdown of the price components, not later than twenty days before commencement of the package holiday.

Blue Sky Travel will seek the traveller's consent if the price must be increased by more than 8%. Such consent must be given in writing within 3 working days of the communication of the price increase, failing which the contract will be automatically cancelled, without thereby incurring liability to payment of compensation.

9.3. Unless otherwise agreed, a legal deposit equal to 30% of the total price of the journey is due and payable upon conclusion of the travel contract. The balance is then payable not later than 4 weeks before departure.

By way of derogation to the foregoing, and unless otherwise agreed:

- flight tickets require cash payment, upon conclusion of contract.
- the total price of the reservation shall be paid immediately if the contract is concluded less than 4 weeks before the date of departure.

9.4. Payment in cash is not accepted.

9.5. Blue Sky Travel reserves the right to demand payment by credit card if the Client knows, or ought to have known, of late payments in the past, or if the volume of turnover realized by the Client exceeds 50 000 EUR per month.

9.6. Any invoice not paid by the due date will automatically, without service of reminder, entail interest for late payment at the rate of 12% per annum, plus a flat-rate compensation of 10% of the overdue amount, subject to a minimum of 125.00 euros, plus a lump sum of 13.00 euros for each notice of reminder.

If Blue Sky Travel finds it necessary to engage the services of a third party (for example: bailiffs, debt recovery agency, lawyer) with a view to amicable settlement, the lump-sum amount of such settlement will be increased by the costs paid by Blue Sky Travel on account of the involvement of such third parties.

If Blue Sky has to proceed to recovery through the court, the traveller must also reimburse all costs engaged by Blue Sky Travel in the legal proceedings, including those for which provision is made by the Law of 21 April 2007 on the repeatability of lawyers' fees and costs.

9.7. As long as due invoices or the deposit remain unpaid, Blue Sky Travel has the right to suspend its obligations, more particularly its obligation to deliver the travel documents.

In the event that the traveller, having been served a reminder, remains in default of payment of the deposit or the price of the journey or service duly claimed from him/her, Blue Sky Travel has the right to cancel the contract, without prior recourse to the court, from the 5th working day following the sending of the notice of default, without prejudice to the right of Blue Sky Travel to press for compensation of the loss caused by the cancellation. This compensation amounts to, as a minimum, the costs of cancellation as stated in the following article, as if the traveller had cancelled the journey.

#### **Article 10 - Cancellation by the traveller**

10.1. Flights tickets and train/sea transport tickets are not refunded under any circumstances.

10.2. Requests for cancellation reaching Blue Sky Travel outside its office hours are considered to have been received on the first next working day.

10.3. In the event of cancellation by the traveller the following cancellation costs may be demanded from the traveller:

- the contractual compensations determined by the Blue Sky Travel suppliers or, where appropriate, by the organizer of the journey;
- administrative costs, which may amount to 15% of the price of the journey, subject to a minimum of 25 EUR per traveller.

10.4. By way of derogation from Article 10.3, for tourist travel, organized group travel, to-measure travel or incentive travel, the following cancellation costs may be demanded from the traveller, unless Blue Sky Travel acts as a retailer (in which case Article 10.3 remains applicable):

- Cancellation up to 1 month before departure: 30% of the price of the journey
- Cancellation up to 15 days before departure: 60% of the price of the journey

- Cancellation up to 7 days before departure: 75% of the price of the journey
- Cancellation less than 7 days before departure, or if the traveller does not appear in person for departure: 100% of the price of the journey.

The cancellation costs may in any case not be less than those calculated in accordance with Article 10.3.

10.5. In order to limit the financial implications of such cancellations the traveller may take out a cancellation insurance policy.

### **Article 11 - Change by the traveller**

Unless expressly mentioned otherwise, changes are no longer possible for flight tickets and train/sea transport tickets after their issue.

Any change to the contract by the traveller will involve administrative costs of 25 EUR per traveller, plus any contractual administrative costs and/or compensation of the suppliers of Blue Sky Travel or, where appropriate, of the organizer of the journey.

The traveller accepts that any requested change is subject to availability and possible price adjustments. When the requested change is not available, or if the price varies excessively and the traveller wishes to cancel the travel contract, cancellation will be subject to the conditions of cancellation laid down in the previous Article. The costs of change will be charged to the traveller in any case.

Requests for change reaching Blue Sky Travel outside its office hours are considered to have been received on the first next working day.

### **Article 12 - Change of conditions other than price by Blue Sky Travel**

Blue Sky Travel reserves the right to correct obvious material errors in the contract.

Blue Sky Travel reserves the right to make minor changes to the contract and will inform the traveller accordingly, in writing, clearly, comprehensibly and visibly.

Blue Sky Travel will seek the consent of the traveller if significant changes must be made. Such consent must be given in writing within 3 working days, failing which the contract will be automatically cancelled, without thereby incurring liability to payment of compensation.

### **Article 13 - Liability**

Blue Sky Travel may not be held responsible for services offered by other service-providers, even in case of serious error or fraudulent representation on the part of the latter if Blue Sky Travel acts as retailer.

The responsibility of Blue Sky Travel is in any case limited to three times the price of the lump sum, excepting physical injury caused intentionally or resulting from negligence on the part of Blue Sky Travel. If one of the travel services included in the lump sum is subject to an

international convention, the responsibility of Blue Sky Travel is limited in accordance with the international convention in question.

Blue Sky Travel is never responsible for the execution of travel services that are not explicitly included in the contract and that the traveller might book locally (such as excursions or additional activities).

Blue Sky Travel is not responsible for the consequences of war, civil unrest, strikes, technical incidents, storms, overcrowding of the airspace or delay for reasons of security, breakdown, loss or theft of luggage, order of an administrative authority, or any other circumstances independent of its volition.

#### **Article 14 - Formalities and information**

The traveller is obliged to provide the information requested by Blue Sky Travel and to state expressly any particular need or requirement. It is his/her responsibility to ensure that all the provided information is correct. Blue Sky Travel cannot be held responsible for possible negative consequences of provision by the traveller of incorrect or incomplete information.

The traveller must take note of information concerning the formalities to clear that is communicated in the brochure and directly by Blue Sky Travel.

Each traveller must be in possession of valid identity documents, passports, visas and health documents for the booked journey. These identity documents must still be valid six months after return. All information may be obtained from the consulate of the country concerned. Non-Belgian travellers are obliged to consult their embassies or other diplomatic bodies in order to learn about the formalities they must undergo. It is for the Traveller to ensure the validity and compliance of his travel documents.

A traveller concluding the travel contract is obliged to inform Blue Sky Travel regarding his nationality and that of any other travellers for whom he concludes the contract and to communicate all useful information that may have consequences for the required travel documents.

Minor travellers must be in possession of an identity card with photo. Minor travellers who are not accompanied by their parents must show papers authorizing them to travel alone, stating the dates of arrival in and departure from the country concerned, the address at which they will be spending their holidays and their address in Belgium.

Blue Sky Travel declines all responsibility in case of negligence on the part of the traveller.

#### **Article 15 - Timetables**

The timetables are given for guidance only. The traveller must always remember that they may be subject to change.

## **Article 16 - Theft**

Regarding air travel the Traveller is obliged to report on time to boarding and to carry all his travel documents. He must allow for the time necessary for the registration formalities. Blue Sky Travel may not be held responsible in case of incidents such as refusal of boarding, whether or not caused intentionally through the negligence of the traveller.

If necessary, the traveller is obliged to present a declaration of loss, theft or damage caused to his luggage to the air carrier executing the flight concerned.

Air carriers included on the European Commission blacklist in application of European Regulation 2311/2005 of 14 December 2005 can be found by following this link: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

## **Article 17 - Health**

Blue Sky Travel cannot know the state of health of all travellers. The traveller is therefore obliged to make his own inquiries about the health formalities to be cleared for the chosen destination. Blue Sky Travel may, at the traveller's request, inform the latter of these health formalities provided that the traveller gives Blue Sky Travel all the relevant information.

The traveller declares that he is medically, physically and mentally fit to undertake the chosen journey.

A traveller presenting a physical or mental incapacity, a disability or reduction of mobility, or suffering from a condition requiring medical treatment or assistance and expectant mothers must inform Blue Sky Travel, if necessary by the person booking the journey on his behalf. More generally, the traveller must inform Blue Sky Travel of any element concerning his state of health that is likely to have an influence on the journey.

Blue Sky Travel reserves the right to refuse a traveller if, for objective, non-discriminatory reasons, he is found not to be fit to undertake the journey.

It is strongly advised that the traveller take with him all suitable material and equipment according to the nature of the journey, except when that material and equipment is already included in the lump-sum price.

Blue Sky Travel cannot be held responsible in case of negligence on the part of the traveller, more particularly if the latter fails to communicate the information mentioned above or expressly requested by Blue Sky Travel.

Regarding the matter of conditions of health and safety at the place of destination, the traveller is advised to visit the website of FPS Foreign Affairs.



## **Section 2: special provisions for contracts not subject to the Law**

### **Article 18 - Scope of Section 2**

The articles of the present section apply to the package holidays that do not fall within the scope of the Law, including contracts concluded under an Outline Contract.

The provisions of Section 1 apply to these contracts insofar as no derogation is made thereto in the present section.

### **Article 19 - Waivers**

The following articles of the General Conditions of the Travel Litigation Commission for package holidays do not apply:

- Articles 1 and 2;
- Articles 4 and 5.

### **Article 20 - Obligation of information**

The traveller is obliged to make his own inquiries regarding all formalities to be cleared (health, visas, passports, etc.) for the chosen destination.

Blue Sky Travel will inform the traveller accordingly should the latter so request.

### **Article 21 - Liability**

The liability of Blue Sky Travel shall in any case be limited to the price of the agreed sum.

### **Article 22 - Contradiction of the Outline Contract**

Regarding contracts concluded under an Outline Contract, precedence shall be accorded to the provisions of the Outline Contract in case of contradiction with either Section 1 or 2 of the present Special Conditions applicable to package holidays or in case of contradiction with the General Conditions of the Travel Litigation Commission.

### **3. SEPARATE SALE OF TRAVEL SERVICES**

**The conditions below apply when Blue Sky Travel provides Travel Services and Related Travel Services as defined by the Law.**

#### **Article 23 - Formation of contract**

Blue Sky Travel acts as agent. The contract is formed between the traveller and the travel service-provider or operator.

#### **Article 24 - Liability**

Blue Sky Travel is not responsible for travel services. Each individual service-provider bears sole responsibility for the contractually correct execution of its service.

#### **Article 25 - Prices and methods of payment**

Unless otherwise agreed, the price of the travel service is due and payable in full upon confirmation of booking.

Articles 9.1 and 9.4 to 9.7 apply.

#### **Article 26 - Cancellation, change and transfer by the traveller**

The travel services cannot be cancelled changed or transferred unless the Blue Sky Travel supplier agrees and under that supplier's conditions.

Requests reaching Blue Sky Travel outside its office hours are considered as having been received on next working day.

#### **Article 27 - Return**

Articles 15 to 18 apply.

#### **Article 28 - Services purchased under an Outline Contract**

For travel services purchased under an Outline Contract:

- Articles 3 and 4 of the General Conditions of the Travel Litigation Commission for Related Travel Benefits do not apply;
- Article 2 of the General Conditions of the Travel Litigation Commission for the Sale of Travel Services does not apply;
- Precedence shall be accorded to the provisions of the Outline Contract in case of contradiction with the present Special Conditions or in case of contradiction with the General Conditions of the Travel Litigation Commission.