



Travel terms and conditions Travelbase BV

Journeys with departure date from 01/01/2020 to 31/12/2021

[NEDERLANDSTALIGE VERSIE](#) - [VERSION FRANÇAISE](#)

Art. 1 - The agreement

1.1. Conclusion

The travel contract is concluded between on the one hand,

Travelbase BV
Dok Noord 7/109B
BE-9000 Gent
BE 0518.932.281
www.travelbase.eu
Travel License Nr. 9689

Hereafter referred to as 'Travelbase'.

And the customer, being any person who books or participates in a trip organised or sold by Travelbase, hereafter referred to as 'the customer', 'the participant', 'the traveller' and/or 'you'.

1.2. Terms and conditions

Travelbase recognises the authority of the **Travel Disputes Committee** and the [general terms and conditions](#) it prescribes with regard to package holidays.

Travelbase only accepts the agreement subject to the terms and conditions applicable to the contract, which include the General Travel Terms and Conditions of the Travel Disputes Committee, the Travel Terms and Conditions as set out in this document, as well as any information stated in the online booking form, which must be accepted in order for the booking to be valid. The complete set of conditions and information stated forms an integral part of the Travel Agreement.

When booking the trip, you confirm that you have taken prior notice of this set of conditions, and that you accept them as applicable to the travel contract.

Art. 2 - The price

2.1. Price indication

Unless explicitly stated otherwise, all prices, surcharges and discounts apply per person.

All prices are expressed in EUR, unless explicitly stated otherwise. In the price listings in brochures & on the website an administrative surcharge may apply, which may or may not depend on the payment method.

2.2. Price calculation

The price agreed in the travel contract is fixed and all services mentioned in article 2.3, taxes and fees are included, unless explicitly indicated in the booking form, subject to an apparent material error and the possibilities for price adjustment provided in article 5 of the General Travel Conditions.

2.3. Elements

Depending on the travel contract, the price may include the following items mentioned on the travel contract:

- Your stay in a studio, apartment, hotel room or camping pitch
- Meals and drinks, if and to the extent provided for in the programme
- The transport to and from the destination of passengers and their hand luggage, if and to the extent provided for in the programme. In that case, if applicable:
- The airport taxes as known on the date of the price calculation, unless stated otherwise
- Transport to and from the airport or station and accommodation, if and to the extent provided for in the programme
- The contribution for the guarantee insurance
- The VAT according to the known stopper feet
- The administration fee for booking

Not included in the contract:

- The cost of travel pass, visa, vaccinations and other formalities
- Own expenses for meals and drinks (unless otherwise stated and provided for in the programme)
- Other personal expenses and tips
- Cabin luggage, unless indicated otherwise
- Additional costs for special assistance
- The transport to the airport of departure for departure and the transport from the airport to home when returning home, unless explicitly stated.
- Transportation to and from the destination of travellers and their hand luggage, unless explicitly stated otherwise as included in the travel contract.
- Excursions, excursions, entry fees for competitions and events, unless expressly stated otherwise as included in the travel contract.
- The transport to and from the airport or station and the place of accommodation, unless expressly stated otherwise as included in the travel contract.
- The tourist tax provided for by a government and/or any other costs resulting from local customs, collected locally by a representative of that government or the manager of the accommodation.
- Travel and assistance insurance
- Cancellation insurance

2.4. Deposit

For your trip, a deposit may be requested to be paid, to guarantee the good condition of the accommodation, materials, facilities, vehicles, etc. made available, in order to prevent any damage. Any damage caused during the trip, such as loss, theft, damage, soiling, fire, etc. may lead to the retention of this deposit. In the event that the damage exceeds the guarantee, a supplement may be requested from the customer on simple presentation of proof of the damage.

Unless otherwise indicated, any deposit can only be paid online via the appropriate deposit platform and must be paid before departure. After the trip, the deposit will be returned no later than 2 weeks after your return, less any costs for damage or any outstanding debt.

2.5. Preference and essence

For some trips, you have the option of indicating a preference when booking your trip or afterwards (e.g. regarding the location of the room, absolutely, or relatively according to the location of other registered participants), even if this preference is offered against payment or not.



This preference will be transferred to the service provider concerned, without any guarantee of fulfilment of this wish. No charge will be made for such preference, which means that the preference is not an element of the travel contract, and therefore there can be no non-conformity if the preference could not be granted.

2.6. Price review

In accordance with the legislation in force, after conclusion of the travel contract, the agreed price may be revised, either by a price increase or a price reduction, in the cases and under the conditions provided for by law.

The prices shown on this website for journeys including flights may be subject to fluctuation, as fuel surcharges - or reductions in the flight price - may be imposed by the airline.

The prices displayed on this website are offered for travel including accommodation, taking into account full occupancy of the accommodation. In case of incomplete occupancy, a price supplement may be charged.

The price at the time of booking is final and remains unchanged - except for errors as described in the General Terms and Conditions of the Package Travel Act, even if the price on the website was increased or decreased at a later time.

Art. 3 - Booking conditions

3.1. Deposit

Your booking only becomes final upon receipt of the deposit indicated during the booking process. Once the booking is final, the traveller has no right to revoke the agreement.

The booking has been accepted by Travelbase, which will be made known to you on the booking platform (<https://booking.travelbase.eu>) where you can log in with your e-mail address and chosen password.

3.2. Physical condition for the execution of the journey

By booking the trip, you confirm that neither you nor anyone in the travel company suffers from a pre-existing medical condition or disability, which prevents or limits the traveller in carrying out the trip.

Travelbase asks you to report any physical or mental limitations that may affect the booked trip at least 14 days before the departure date.

3.3. Age

Subject to any other age limit specified for the specific trip, the full travel party must have reached the age of majority at the age of eighteen. In case of a different age limit mentioned on the website, this indicated age limit must have been reached. If in doubt, please contact Travelbase Customer Service.

As the holder of the booking, you confirm that you have reached the age of eighteen, and that you are competent and authorised to enter into a travel contract under the general and special conditions for yourself and for your entire travel company, which is also aware of the general and special conditions.

Minors travelling without the presence of their parents or legal guardian must be in possession of the necessary documents, including a statement that Travelbase is not responsible for any incident or conduct attributable to the minor.

Minors travelling in the presence of their parents or legal guardian will travel under the full responsibility of their parents or legal guardian.

3.4. Minimum number of participants

The trip booked by you may implicitly or explicitly have a minimum number of participants as a prerequisite for the execution of the trip. You will be informed of this via the website at the time of booking. If the minimum number of participants is not achieved, the trip will not be carried out, and you will be informed of this at least 30 days before departure. A possible alternative unaccompanied programme can be worked out.

3.5. Information obligation of the traveller

The traveller informs Travelbase of all relevant information about him/herself and his/her travel company, which may influence the organisation and smooth running of the booked trip, at the time of booking. If such information should occur after booking, it should be reported as soon as possible. All costs associated with non-compliance with this obligation will be borne entirely by the customer, without prejudice to Travelbase's right to recover any damage from the customer.

Travelbase reserves the right to change or cancel the trip, or in the event that the trip has already started, to cancel the trip, in the event that you have provided incorrect information to Travelbase which affects the execution of the trip. In the event that the booked trip has to be changed due to incorrect or disinformation, the additional cost of this will be borne by the customer.

3.6. Booking for other travellers

The traveller who enters into an agreement on behalf of or for the benefit of one or more other travellers is jointly and severally liable for all obligations arising therefrom. The other travellers are each liable for their own part. The confirmation and all other communication will only be sent to the traveller making the booking.

The traveller who books the trip on behalf of or for the benefit of others is obliged - with the consent of that person - to indicate relevant personal circumstances of those other travellers which may influence the execution of the trip at the time of registration. The traveller who makes the trip booking on behalf of or for the benefit of others, such other travellers are obliged to provide these Terms and Conditions and other relevant communications.

3.7. Individual booking in a group

When a trip is booked as a group in which each traveller has to register individually and enter into a travel contract, certain parts of the trip may be common, such as, but not limited to, accommodation, vehicles. The first of such a group (the group leader) to book the trip makes these choices for the others in the group.

When booking, the other travellers in the group implicitly agree with the choices made by the group leader and share any costs involved.

The group leader has the responsibility to ensure that his/her group is complete within a reasonable period of time. For trips where accommodation is part of the travel contract, this is a maximum of 10 days, unless otherwise indicated on the booking form. If this deadline is not met, the organiser has the right, without notice, to change the group booking to a smaller group, possibly providing a smaller accommodation for the group.

If a change in accommodation is not possible, the cost of the empty beds will be borne by all members of the group or the organiser has the right to cancel the entire group.



Art. 4 - Payment methods

4.1. Deposit

The amount to be paid as an advance referred to in article 3.1 depends on the time of booking.

1. If the booking is made at least 30 days before the date of departure, the deposit is 20% of the total travel sum, unless otherwise stated in the information on the booked trip, with a minimum of EUR 100. A higher advance may also be due if required by the travel service provider.
2. If the booking takes place within 30 days before the date of departure, the deposit to be paid will be equal to the total travel sum.

In any case, the deposit due will be stated at the time of booking.

An increase in the travel sum due to changes in travel options by the traveller may give rise to a revision of the deposit.

4.2. Balance travel sum

In case of booking at least 30 days before departure, the balance will be available at the latest 30 days before departure. Payment of the balance is due no later than the due date of the payment invitation, at least 23 days before departure date.

4.3. Late or non-payment

1. With regard to bookings made 30 days or more prior to the date of departure, in the event of late payment, conventional interest at the rate of 12% per annum on the unpaid amount shall also be payable, ipso jure and without prior notice of default, from the due date, as well as a fixed compensation of 10% of the amount still due on the due date, with a minimum of EUR 50. In the event of late payment on the due date, Travelbase also reserves the right to cancel the booking, in which case the cancellation conditions will apply, without prejudice to Travelbase's right to collect additional compensation and interest.
2. With regard to bookings made less than 30 days before the date of departure, Travelbase has the right, in the absence of immediate payment of the full travel sum, to cancel the trip by operation of law and without notice of default, in which case the cancellation conditions will apply, without prejudice to Travelbase's right to collect additional compensation and interest.

Art. 5 - Travel documents

The travel documents will be sent to you by e-mail. This will at least consist of an 'info before departure' email. If other information is necessary, you will also be sent by email and/or text message. If the traveller has not received the travel information 5 days before departure, he or she must inform the organizer immediately.

To make yourself known on arrival or departure at the bus or airport, you only need to be in possession of your passport or identity card unless indicated otherwise.

Subject to full payment of the travel sum, the information will be sent to you at the latest 14 days before departure.

The customer is responsible for providing the correct information required to book the travel services. Travelbase disclaims any liability for the inclusion of incorrect information on the travel documents (such as, but not limited to, the passing on of the correct names for aircraft bookings), in so far as this would have been incorrectly passed on by the customer.

Art. 6 - Required documents

Each traveller must be in possession of the required valid identity papers, visas, permits and other documents for the reserved trip. Identity documents must be valid for at least 6 months after the date of return. The traveller should take note of the required documents for the country or countries of destination and can obtain these through the consulate of the country or countries concerned or on the website www.diplomatie.belgium.be.

For journeys of which the rental of a means of transport is an important part (such as Vespa trips or Tuk Tuk trips), the driver must be in possession of a valid driving license for this vehicle in the country of destination. Non-binding information can be provided by Travelbase, but it is the traveller's own responsibility to gather the information regarding the required documents.

Travelling children must be in possession of an identity document with photo, as well as all other identity and/or travel documents required by the country of destination. Travelbase informs you that neither the official children's identity documents nor a registration on the parents' identity documents, however young, cannot be accepted. However, Travelbase also emphasises that every traveller, or their guardian or parent, must inform themselves in advance of the required documents.

All information provided by Travelbase in this respect is for information purposes only and does not constitute an acknowledgement of assuming any responsibility for providing the required documents. Travelbase disclaims any liability for damage as a result of the traveller not being able to produce the required identity documents or other travel documents provided for in this article (including damage caused by flight refusal due to the traveller not being able to produce the required visas). In the event that additional costs are incurred by Travelbase as a result of increases or penalties due to the failure to provide the required documents, the traveller will be obliged to compensate them.



Art. 7. - Cancellation

7.1. Possibility of cancellation

Travelbase always advises you to take out cancellation insurance, offered at the time of registration. The policy conditions for this insurance can be found on the registration form or on the website.

If you have not taken out cancellation insurance, your trip can still be cancelled at any time with Travelbase, provided the cancellation fee is paid and correct written notification is given to Travelbase, stating the booking reference. Cancellations are only received on working days during office hours (from Monday to Friday, from 10.00 AM to 6.00 PM).

A cancellation outside this time period will be processed on the next working day starting from office hours.

A more detailed, practical explanation of cancellation can be found in our [cancellation terms and conditions](#).

7.2. Cancellation fee

The amount of the cancellation fee depends on the total travel sum and the time of cancellation. This fee amounts to

1. 50% of the total travel sum, if cancelled four weeks or more before the departure date
2. 75% of the total travel sum, if cancelled between two and four weeks before departure date
3. 100% of the total travel sum, if cancelled between two and one week before departure date

The cancellation fee is calculated on the travel sum.

Contrary to the above, the cancellation costs will be adjusted if and according to the cancellation costs of the supplier are higher than the above amounts.

The costs caused by the loss of a person in a group booking (such as the cost of an empty bed in an accommodation, or an empty space in a canoe or vespa) will be spread over the other persons in the group. The traveller who cancels can choose to bear these costs themselves and thus bear a higher cancellation fee. These costs will be borne by Travelbase if the cancelling traveller took out cancellation insurance and already paid the full travel sum.

7.3. Cancellation by the organiser

When the travel contract is cancelled due to exceptional, unexpected, uncontrollable circumstances including but not limited to extreme weather conditions, (imminent) war, strikes, terrorism, natural disasters, epidemic, fire, etc. and no equivalent alternative trip can be organized, the organizer has the possibility to cancel the trip.

The traveller will be informed of this cancellation at least 30 days before departure. The traveller is given the opportunity to move the journey at a later date or to convert his/her travel sum into a voucher worth the full travel sum. The voucher has a validity of 18 months. The general terms and conditions of the Voucher are stated on the voucher. If the voucher is not used within 18 months, the residual value of the voucher will be automatically refunded on the last day of validity.

The traveller is entitled * to refuse a rebooking or the travel voucher, in this case the travel sum will be refunded within 14 days after notification of cancellation.

* **UPDATE 08/04/2020** - For journeys booked with a departure date between 17 March 2020 and 17 September 2020, we wish to point out that the corona outbreak was described as an exception in the Muylle Cabinet [Ministerial Decree](#) protecting the travel sector, which states that the traveller cannot refuse the voucher for journeys that are cancelled because of the corona crisis.

Art. 8. - Travel assistance and cancellation insurance

Travel assistance insurance is recommended for all Travelbase travellers/customers, who should take out this insurance at their own responsibility. If the traveller does not opt for the optional travel assistance insurance, the traveller is personally responsible for providing insurance that meets his personal needs and risks, taking into account the duration of the entire trip and providing adequate cover for, among other things, damage to materials, incidents, injuries, death, repatriation, theft, cancellation and all resulting damage.

Travelbase will only guarantee the assistance and responsibility as tour operator provided for by the law if, in that case, it must be regarded as a tour operator under the law, otherwise Travelbase rejects any liability for incidents, injuries, traffic accidents, death, repatriation and any resulting damage.

Travelbase will not be liable for interrupted travel and travel services that are not provided, unless provided for by law. Cancellation insurances are issued at the time of booking and is separate from the travel agreement. The fee for this cancellation insurance is not refundable in the event of cancellation unless stated otherwise.

Art. 9. - Transferability of the travel contract

If for any reason you are unable or unwilling to take part in the trip you have booked, you may transfer this to a third party, provided you inform Travelbase in writing no later than 7 days before the departure date, via the email address info@travelbase.eu, stating the surname, first name and mobile phone number of the transferee of the trip.

Travelbase will not intervene in the reimbursement between the transferee and yourself. Both remain jointly and severally liable for the payment of any balance, costs, increases, etc. still due.

Art. 10. - Other changes to the travel contract

10.1. Changes made by Travelbase

Travelbase reserves the right to make insignificant changes to the travel contract. If necessary Travelbase will inform the customer of such changes by means of a durable data carrier (e.g. email).

10.2. Changes made by the customer

The traveller can adjust the options & travel services up to 30 days before departure via the booking platform <http://booking.travelbase.eu>, unless otherwise indicated. Some options cannot be changed after registration (such as, but not limited to, cancellation insurance or flights). These non-changeable options & travel services are clearly indicated in the booking form.



A change may cause an increase or decrease in the price of the travel contract.

A request to change the departure date or destination does not constitute a change, but a cancellation. A reduction in the number of paying Passengers does not constitute a change, but a partial cancellation. The cancellation regulations of article 7 apply to this.

After this date, by way of exception and possibly subject to administrative costs, a change can be notified via the e-mail address provided for this purpose or at info@travelbase.eu.

Art. 11. - Complaints & contact

11.1. During the trip

Unless provided otherwise in your travel contract, all questions, reports and complaints in connection with the performance of the travel contract must be addressed to Travelbase during office hours (Monday to Friday, from 10:00 AM to 6:00 PM), via the following e-mail address: info@travelbase.eu (or the email address stated in the travel contract).

Complaints about the performance of the travel contract must be notified as soon as possible and in any case within a reasonable period of time to the travel service provider concerned and to Travelbase or its local representative. Travelbase reserves the right to remedy any complaints on site in kind, rather than providing a refund or compensation.

In the absence of timely notification, the facts cannot always be ascertained and the right to compensation may lapse.

11.2. After the trip

In the impossible event that a complaint or question is not resolved during the trip by immediate intervention, you have the possibility to file a complaint, at the latest 14 days after the end of the trip.

11.3. Proving the complaint

Travelbase will only consider complaints, accompanied by the relevant supporting documents. As far as services that have not been obtained are concerned, proof from the travel service provider must be submitted showing which services have not been provided. With regard to complaints concerning the operation of a flight, it may be requested that the ticket and the original boarding pass of the flight be presented.

Art. 12. - Liability

12.1. Legal provisions

Travelbase's liability as a reseller of travel services or as a tour operator, as the case may be, is governed by the Act of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services.

Travelbase, as tour operator or reseller, can only be held liable for the travel services which it has offered and sold to you and which therefore form part of the travel contract. If you decide to purchase or participate in excursions, activities, competitions, events, shows, etc. at the destination, this will be done by companies that are not affiliated with Travelbase, even

if they are recommended or appraised by Travelbase. Such activities are always excluded from Travelbase's responsibility and liability, regardless of the wording chosen on the website.

As a tour operator or reseller, Travelbase cannot under any circumstances be liable for damage caused by yourself or by third parties that do not form part of the performance of the travel contract you have entered into with Travelbase.

Travelbase points out that certain trips can involve all kinds of adventure. By booking this trip, the traveller accepts the possible risks inherent in such an adventurous trip and that they undertake the activities during this trip on a voluntary basis and on his/her own responsibility.

In the event of accidents occurring under the influence of alcohol or other narcotics, the traveller will be held personally, jointly and severally liable for this; Travelbase can in no way be held liable.

In the case of journeys involving a multi-day car holiday in a group, these must be treated by the legislator as a road trip/car holiday. Although these trips are described as 'Rally', the regulations do not encourage speeding or breaking traffic rules in any way. These trips are not speed races and may not be treated as such. Travelbase waives all responsibility as a race organisation. The rules of conduct are clarified in the regulations of the trips in question.

Travelbase cannot be held liable for any damage, expenditure and costs that would have been incurred during your journey with Travelbase, but which could not have been foreseen on the basis of the information provided by you to Travelbase prior to or at the time of booking.

Travelbase is not an airline and is not the carrier of any flights. Travelbase is not a carrier and is not the operator of any coach rides. It cannot therefore be responsible for delays and/or other damage caused by changes in the schedule of local partners, weather conditions or for any other reason, nor can it be responsible for the loss, damage or theft of baggage.

Unless expressly stated otherwise, insurance for checked-in and hand baggage is never included. The customer is deemed to be responsible for the safe storage of his or her luggage. It is advised to attach a luggage label to your suitcase. Travelbase refers to the conditions of carriage of the operating carrier or bus company, which will apply to this contract.

Travelbase reserves the right to exclude a customer from further travel if, as a result of his or her conduct, he or she is likely to endanger the safety and wellbeing of himself or herself or other travellers throughout the duration of the holiday. Travelbase reserves the right to exclude a customer from booking a trip if this customer has shown antisocial, dangerous or disrespectful behaviour on previous trips.



12.2. Force majeure

Travelbase will not be liable in the event of force majeure, an event which it could not foresee or prevent with due care, or any other situation as provided for in the Act of 21 November 2017, including but not limited to weather conditions, (imminent) war, strikes, terrorism, natural disasters, epidemics, fire, etc.

12.3. Limitation of liability

In the event of liability Travelbase can at most be held to a sum equal to the travel sum of the booked trip that gave rise to the liability.

In the situations provided for in article 51 paragraph 3 of the Act of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services, Travelbase's liability will be limited to a maximum of three times the travel sum.

12.4. Community list of air carriers

In accordance with article 9 of European Regulation 2111/2005, Travelbase, as a tour operator, is obliged to inform you of the existence of a list of air carriers which have been subject to an operating ban within the EU ('the Community list'). You can consult this on <http://air-ban.europa.eu>.

12.5. Identity of operating air carriers

In accordance with article 11 of European regulation no. 2111/2005, Travelbase, as tour operator, is obliged to inform you of the identity of the airlines that will operate your flight as part of the travel contract. However, to the extent that the identity of that operating airline is not yet known at the time of booking, the name of the airline that is likely to operate the flight will be stated.

Below is a list of the airlines that can operate your flight:

- Lufthansa
- Finnair
- Ryanair
- Brussels Airlines
- IcelandAir

The identity of the operating carrier will then be communicated to you when the travel documents, including flight tickets, are delivered.

12.6. Changes and errata

The travel offer you receive is always drawn up in accordance with the information available at that time. Any changes and errata will be sent to you as soon as possible after Travelbase has informed you of them.

Any photographs and illustrations you find in brochures, advertisements, marketing material, websites, etc. are for information purposes only and do not form part of the contract. Photos can be exemplary.

12.7. Fines & offences

If the traveller drives a vehicle during the journey, whether or not rented by Travelbase or an appointed third party, Travelbase can in no way be held responsible for offences, parking fines, speeding fines, collisions, etc., even if these have taken place in the presence of the tour guide or even if a route recommended by the organiser has been followed.

The driver must know the road code of the destination country and apply it correctly.

If fines are wrongly issued to Travelbase at the end of the journey, they will be paid immediately by Travelbase and passed on to the responsible driver with an administrative surcharge of €25.

Art. 13. - Miscellaneous

13.1. Privacy statement

Travelbase treats its customers' data in accordance with European and international privacy regulations. For more information please refer to the privacy statement, which can be found on the website.

13.2. Social media

Travelbase reserves the right to monitor, edit, report or remove social media content that Travelbase believes is illegal, offensive, abusive, obscene or otherwise undesirable, including in the event that it violates the property rights of third parties or these special terms and conditions.

Without prejudice to this right, the author of the social media content remains solely responsible for the content. Travelbase accepts no liability whatsoever for the above.

13.3. Photography

During the travels of Travelbase, photographers can be appointed to capture the atmosphere with photos and videos. Those who register for a Travelbase trip agree to the use of these images in which they themselves may appear for promotional purposes. The traveller has the right to refuse this by simple written request to info@travelbase.eu at the latest on the day of departure.

13.4. Applicable law and jurisdiction

The parties stipulate that the travel contract, all the conditions that apply to it and any disputes that may arise from it, will be subject to Belgian law and will fall under the jurisdiction of the Belgian courts.



13.5. Representation

Travelbase is a company incorporated under Belgian law with the following information:

Travelbase BV

Dok Noord 7/109B

9000 Gent

BE 0518.932.281

www.travelbase.eu

Travel License No. 9689

None of Travelbase's appointees, other than drivers, have the authority to amend or disable these terms and conditions. No notice of discount or refund will be valid unless expressly confirmed in writing by the authorised person.

Travelbase is a member of the VVR (Flemish Travel Agency Association) and UFTAA (United Federation of Travel Agents Association). In accordance with the regulations Travelbase is insured for financial insolvency and professional liability (MS Amlin).