

# **SPECIAL TERMS AND CONDITIONS WOODWINGS**

## PART 2. SPECIAL TERMS AND CONDITIONS OF WOODWINGS

### **Article 1 Identification data and definitions**

“Tour operator” or “WOODWINGS” :

WOODWINGS BVBA, with registered office at 3540 HERK-DE-STAD, Terbermenweg 46 and with company number 0578.989.832, with phone number +32 497 54 14 48 (Dominiek GRAULS), with email address info@campwoodwings.com and bank account number IBAN: BE08 3631 4402 2913, BIC: BBRUBEBB.

“The Website” :

The Websites linked to the domain names “www.campwoodwings.be, www.campwoodwings.nl, www.campwoodwings.fr, www.campwoodwings.com, www.campwoodwings.eu”, owned by WOODWINGS, as well as any other Website that was developed by WOODWINGS or would be developed.

“The Customer” :

Any natural or legal person who places an order through the Website, both for themselves as for third parties.

“Parties” :

The joint designation for WOODWINGS and the Customer.

“A / the Party” :

The single designation for, depending on the case, WOODWINGS or the Customer.

The concepts "travel service", "travel package", "travel package agreement", "travel service agreement" and "associated travel arrangements" will have the meaning as defined and provided in article 2 of the Law of 21 November 2017 on the sale of travel packages, associated travel arrangements and travel services.

### **Article 2 General**

§ 1. These Special Terms and Conditions together with the General Conditions of the TRAVEL DISPUTES COMMISSION association and the standard information form for travel packages, which can be consulted below, apply to all legal relationships between WOODWINGS and the Customer arising from the placing of an order by the Customer at WOODWINGS.

In case of contradiction between those Special Terms and Conditions and the General Conditions of the TRAVEL DISPUTES COMMISSION association and/or the standard information form for travel package agreements, the application of these last conditions and/or the standard information form always take precedence. These Special Conditions are in addition to and are without prejudice to the General conditions of the TRAVEL DISPUTES COMMISSION association and/or the aforementioned standard information form.

- § 2. These Special Terms and Conditions are about the order procedure (i.a. via the Website) and the regulation of the in that way established travel contract between the Customer and WOODWINGS. These special conditions include all necessary parts of it, without prejudice to any additional conditions that would be mentioned on the order form and the travel contract.
- § 3. The Customer shall in the course of the ordering process, before placing the order, take notice of the Special Conditions, the General Conditions of the TRAVEL DISPUTES COMMISSION association and the standard information form for travel package agreements, through a separate stage in the ordering process, in which he will be asked to approve (e.g. by affirmatively checking the box with the text "I confirm to have taken notice of the Travel Conditions and to understand and to accept them") before he will be admitted to the next stage in the ordering process. The order confirms the acceptance and the applicability of these Special Conditions and the General Terms and Conditions of the TRAVEL DISPUTES COMMISSION association and the standard information form for travel package agreements, which can be consulted below.

Thus will the text of the standard information form for travel package agreements, these Special Conditions as well as the Special Terms and Conditions and the General Conditions of the TRAVEL DISPUTES COMMISSION association be made available to the Customer before the contract is closed. If this is not reasonably possible, WOODWINGS shall, before the contract is concluded, indicate how the aforementioned conditions can be consulted and that they, at the Customer's request, will be sent free of charge as soon as possible.

If the contract is concluded electronically, then, by way of derogation from the above and before the contract is concluded, the text of these Terms and Conditions will be made available by electronic means to the Customer in such a way that the Customer can easily store them on a durable medium. If this is not reasonably possible, WOODWINGS shall, before the contract is concluded, indicate where the Customer can take knowledge of these conditions by electronic means and that they, at the Customer's request, will be sent free of charge by electronic means.

- § 4. WOODWINGS undertakes to add an additional copy of these Special Terms and Conditions, the General Conditions of the TRAVEL DISPUTES COMMISSION association and the standard information form for travel package agreements to the confirmation or electronic confirmation email with the travel contract. These conditions may at any time be consulted by

the Customer and saved by clicking on the following hyperlink <https://www.campwoodwings.com/en/terms-and-conditions-privacy-policy>.

- § 5. These Special Conditions apply without prejudice to the application of mandatory legal provisions for the protection of consumers (in particular the relevant provisions of the Belgian Code on Economic Law (WER)) and the Law of 21 November 2017 on the sale of travel packages, associated travel arrangements and travel services
- § 6. WOODWINGS can unilaterally amend the provisions of these Special Conditions. Changes will be announced on the Website and/or electronically. Every purchase will be subject to the version of the Special Conditions applicable at the time of the acceptance of the order by WOODWINGS. Continued use of the Website will be considered acceptance of the new Special Terms and Conditions. These Special Terms and Conditions were last amended on 1 December 2018.

### **Article 3 Conclusion of the contract**

- § 1. The Customer is finally connected after (i) placing the order through the Website, and (ii) confirming his acceptance of these Terms and Conditions. A booking on request is considered as a definite reservation. The travel contract is concluded at the moment when the Customer receives written confirmation of the booked trip from WOODWINGS (e.g. by email).
- § 2. Customers orders are always placed under the suspensive condition of sufficient available accommodation at the destination and, in the case of group travel and travel by bus, under the suspensive condition of reaching the minimum number of participants as provided in article 14.
- § 3. When WOODWINGS has received and accepted the reservation of the Customer, WOODWINGS will confirm the order as soon as possible, and in any event no later than 14 (fourteen) days after placing the order (e.g. by sending a confirmation email to the email address specified by the Customer).

### **Article 4 Legal capacity and capacity to exercise rights of the Customer**

The Customer declares :

- § 1. To be over the age of 18 years and to have the necessary legal capacity to place the order;
- § 2. To have entered the correct e-mail address of the adult parents/guardian during the booking process, at which WOODWINGS has sent an e-mail for validation of relevant booking by the adult parents/guardian;

§ 3. To place orders exclusively for non-professional purposes.

### **Article 5 Description, images and rating of the accommodation**

- § 1. WOODWINGS receives the description, the image material and the valuation of the accommodation at the destinations presented on the Website or in its brochures through third parties. In no way WOODWINGS guarantees the accuracy, clarity or the completeness of the description, the image material and the rating of the accommodation on the Website and/or in its brochures. WOODWINGS is in no way liable for errors, inaccuracies and/or incompleteness in the presentation of the on the Website or in its brochures shown accommodation, nor for any damage resulting from this to the Customer or for third parties.
- § 2. The information on the Website, including images and descriptions, is of a general nature and indicative, is not adapted to personal or specific circumstances, can in no way be regarded as personal advice or contractual obligation and cannot give rise to compensation or termination of the agreement, except on the basis of applicable law.

### **Article 6 No right of withdrawel**

- § 1. The Customer, who is a consumer or places an order in the capacity of a consumer, acknowledges and agrees that, in accordance with articles VI. 53, 1 ° and 12 ° Belgian Code Economic Law (WER) has no right of withdrawal for (i) agreements towards any service after full implementation of the service and as far as the implementation has started with the express prior consent of the Customer and (ii) for the provision of accommodation other than for residential purposes, transport, car rental services, catering and services related to leisure, as far as in the agreement(s) a specific date or period of performance is provided.
- § 2. Non-fulfilment of any payment, particularly the advance payment and/or the full travel sum, by the Customer is not considered as a cancellation by WOODWINGS or as any other cancellation of the travel contract due to the Customer. When the Customer has placed the order with WOODWINGS, the Customer is definitively connected to the travel contract and therefore to the corresponding payment.
- § 3. The Customer can cancel the travel contract in accordance with the provisions of the (appropriate) terms and conditions of the TRAVEL DISPUTES COMMISSION association

## **Article 7 Price and payment**

- § 1. The offer and the prices include VAT and are quoted in Euro. The offer and the prices are valid on the day on which the Website is visited and/or the order is placed. The offer and prices can be changed at any time by WOODWINGS before placing an order.
- § 2. At the time of placing the order, the Customer is obliged to pay a deposit of at least 20% (twenty percent) of the total price of the trip (hereinafter referred to as: "the Price").
- § 3. The Price includes everything described in the booking overview that is delivered to the Customer via email. The Customer is responsible specifying the correct email address at the time of booking.
- § 4. The price for transport by train, coach or boat is calculated according to the rates applicable on 01/12/2018. The communicated price increases or reductions after this date will be respectively added or subtracted NET. to the Price.
- § 5. WOODWINGS however, has the right to adjust the Price no later than 20 (twenty) days before the day of the departure to transport costs (including fuel costs), taxes, duties and the applicable exchange rates. Price increases can only be made in accordance with the provisions of the (appropriate) Terms and Conditions of the TRAVEL DISPUTES COMMISSION association.
- § 6. Any fees, taxes and procedural requirements that would be incurred on orders from outside Belgium borne entirely by the Customer. WOODWINGS is in no way liable for the consequences of non-compliance with certain payment, tax and / or reporting obligations attached to orders from outside Belgium.
- § 7. The amount due is payable in full after confirmation of the order. If the customer opts for online payment, he has a choice between bank transfer at a Belgian financial institution and PayPal.
- § 8. WOODWINGS has made every effort to optimize the security and confidentiality of online payment, but is in no way liable for any theft, loss of data or any other damages which the Customer or a third party might suffer as a result of the online payment, without prejudice to mandatory legislation on data protection.
- § 9. On the destination a guarantee may be required by the accommodation provider. This must be paid locally to WOODWINGS. If an apartment is booked and the apartment on departure is found to be in order, it will be returned. The agreement for the provision of a guarantee is a contract between the Customer and the accommodation provider, without WOODWINGS becoming party in any way, without WOODWINGS being committed in any way to the accommodation provider and without WOODWINGS can be held liable in any way in this matter.

§ 10. The Customer must pay the balance of the Price (after payment of the deposit as defined in § 1) not later than 30 days (thirty) days before the date of departure, or in case the order is done later at the latest at the time of placing the order, payable on the bank account number of WOODWINGS.

## **Article 8 Non-payment**

- § 1. In the absence of payment on the due date as specified on the invoice, WOODWINGS is legally and without proof of default entitled to the payment of interest on arrears to a conventional interest rate of 10% per annum from the due date of the invoice until the date of full payment, as well entitled to the payment of a flat-rate compensation of 10% of the unpaid invoice amount, with a minimum of EUR 35.00. The foregoing is without prejudice to the right of a higher compensation by WOODWINGS, if evidence of a higher damage actually suffered by WOODWINGS is provided. In case the Customer is a consumer and WOODWINGS fails to repay certain sums to the Customer in a timely manner, last mentioned can claim, in implementation of article VI. 83, 17 ° Belgian Code Economic Law (WER) the same fees as defined above.
- § 2. By the mere expiration of the due date, the Customer is automatically and without formal notice under article 1139 of the Belgian Civil Code in default.
- § 3. In the absence of payment of one or more invoices on the due date, all outstanding but not yet expired invoices that were postponed by WOODWINGS by right and without notice to the Customer shall become payable. The thus become payable invoices also entitle WOODWINGS to interest on arrears referred to in § 1 from the date of payment.
- § 4. The incomplete or non- payment by the Customer on the due date as provided in § 1 can be considered as a serious breach of contract granting WOODWINGS the right to suspend its commitments regarding the Customer without prior notice. The foregoing shall not affect the right of WOODWINGS to dissolve the contract extra-judicial (i.e. without prior judicial intervention) at the expense of the Customer after the sending of a notice of default by registered letter by WOODWINGS after which the shortcoming is not corrected within a grace period of 7 (seven) days or less in case the date of departure is closer. The foregoing shall not affect the right of WOODWINGS to claim additional damages.
- § 5. WOODWINGS is entitled to allocate payments first to expired interests, to (law) costs and then to the outstanding principal. Any payment by the Customer is deemed to have been intended for the settlement of the oldest or most urgent outstanding debt, without prejudice to the right of WOODWINGS to allocate the payment to another debt of the Customer.

- § 6. If the Customer consists of multiple persons (natural and/or legal persons), those are held jointly and indivisibly liable to these payments, to which the agreement obligates them.

### **Article 9 Promotions, bookings on request and preferences**

- § 1. The promotions are applied as indicated by the rate tables on the Website or in the brochures of WOODWINGS.
- § 2. WOODWINGS will forward any Customer preferences to the respective service provider or accommodation provider, but can not guarantee those preferences. WOODWINGS is in no way liable in case the preferences are not met.

### **Article 10 Travel documents**

- § 1. The travel documents will be sent by email to the email address specified by the Customer. It is the responsibility of the Customer to facilitate the receipt of that email. At the express request of the Customer the travel documents shall be sent regular mail to the Customer at extra cost. As long as the Customer defaults to pay the price in full, WOODWINGS will not transfer the travel documents to the Customer, without WOODWINGS undertaking any liability in this matter.
- § 2. Upon receipt of the travel documents referred to in § 2, the Customer is obliged to check these for accuracy and completeness. In case the travel documents would be incorrect or incomplete, the Customer is obliged to immediately contact WOODWINGS. WOODWINGS disclaims any liability in the event of late notification of any inaccuracies or omissions by the Customer.

### **Article 11 Joint and Several Liability**

The Customer is severally and indivisibly liable for the fulfilment of all obligations arising from the travel contract of all other persons who will be using the by WOODWINGS (whether or not via third party) provided services (e.g. accommodation, transport, etc.) and that are listed in the travel contract. WOODWINGS assumes that the Customer is acting as agent of any person who will be using the by WOODWINGS (whether or not via third party) provided services (e.g. accommodation, transport, etc.) and that are listed in the travel contract. The Customer must in relation to WOODWINGS uphold that the persons who will be using the by WOODWINGS (whether or not via third party) provided services (e.g. accommodation, transport, etc.) and that are listed in the travel contract will honor their commitments in relation to WOODWINGS.

## **Article 12 Duration and timetable**

- § 1. When travel includes transport and in which travelling time and period of stay is listed in days in the publication, the days of departure and arrival, regardless of the departure and arrival time, count as full days.
- § 2. The set hours of departure and/or arrival are always reported informatively and may be subject to change. Except in the case of a late closed contract, WOODWINGS will at least 7 (seven) days before the date of departure provide the Customer information on any intermediate stops and connections as well as the place taken by the traveler.

## **Article 13 Cancellation**

- § 1. Except in the case the Customer has concluded a cancellation insurance and the cancellation is caused by one of the risks insured by the cancellation insurance, the Customer is obliged to pay a cancellation fee to WOODWINGS corresponding to the price of the booked travel by the Customer:
- More than 60 days before departure: 30% of the total amount
  - Between 60 and 30 days before departure: 50% of the total amount
  - Between 30 and 14 days before departure: 80% of the total amount
  - Less than 14 days before departure: 100% of the total amount
- § 2. Above costs and fees will be increased by all costs already incurred by WOODWINGS, among them the insurance fee and any costs charged by suppliers.

## **Article 14 Availability and minimum number of participants**

- § 1. Orders are always accepted subject to sufficient available accommodation at the destination.
- § 2. For some journeys, a minimum attendance of 20 people is required at the latest 20 days before the date of departure. If there are less than 20 participants booked at least 20 days before the date of departure, WOODWINGS has the right to cancel the travel at the latest 20 (twenty) days before the date of departure and to terminate the travel contract by sending a notice to the Customer. Where appropriate, WOODWINGS will refund any received payments from the Customer within 15 (fifteen) days, without the Customer to be entitled to compensation.



## **Article 15 Pets**

- § 1. Pets are only allowed on the destinations proposed on the Website and in the brochures of WOODWINGS prior written consent of WOODWINGS.
- § 2. It is not possible to accompany their owners in a coach or other by WOODWINGS organized transport.
- § 3. The Customer must be in possession of a pet passport when he takes his or her pet.
- § 4. The transport of the pet is at own risk and for own account of the Customer. WOODWINGS can in no way be held liable for any damage, injury or death of the pet as a result of the by the Customer booked travel at WOODWINGS.

## **Article 16 Insurance and liability**

- § 1. If the Customer has concluded a cancellation insurance through WOODWINGS, he is insured by AIG-EUROPE Limited – Belgian branch (N.V. Arena), Nervierslaan 85 / bus 2, 1040 Brussels, licensed under the code number 0976 – company registration number: 0449.789.592. For the exact conditions of the cancellation insurance is referred to AIG-EUROPE Limited – Belgian branch (N.V. Arena), Nervierslaan 85 / bus 2, 1040 Brussels ; Tel. +32 2 512 03 04 ; Fax +32 2 512 70 94 ; email arena@arena-nv.be.
- § 2. If the Customer has concluded a travel insurance through WOODWINGS, he is insured by AIG-EUROPE Limited – Belgian branch (N.V. Arena), Nervierslaan 85 / bus 2, 1040 Brussels, licensed under the code number 0976 – company registration number: 0449.789.592. For the exact conditions of the travel insurance is referred to AIG-EUROPE Limited – Belgian branch (N.V. Arena), Nervierslaan 85 / bus 2, 1040 Brussels ; Tel. +32 2 512 03 04 ; Fax +32 2 512 70 94 ; email arena@arena-nv.be.
- § 3. In the case of (i) shortcomings in the execution of the contract are attributable to the traveler / Customer, (ii) shortcomings, which could not be foreseen or could not be avoided, which are attributable to a third party who is unfamiliar with the services referred to in the contract, (iii) shortcomings due to force majeure and (iv) shortcomings due to an event that WOODWINGS could not even foresee or remedy, with due observance of the greatest care, WOODWINGS will charge the Customer for the costs incurred by it.
- § 4. The liability of WOODWINGS for material damage and the compensation for loss of travel pleasure is in any case limited to twice the Price of the travel contract.

§ 5. WOODWINGS is not liable for:

- 5.1. any arrest by the local authorities or police services of the Customer due to non-compliance with local legal requirements;
- 5.2. events (excursions, sports activities, events, etc.) that are not included in the services offered by WOODWINGS and / or that are booked locally by the Customer with third parties;
- 5.3. damage or costs arising from deviating from the planned program on the Client's own initiative or from withdrawing from the tour guide or instructors.
- 5.4. injuries resulting from the non-wearing of the mandatory protective equipment, in particular a full-face helmet, back protection, knee protection, elbow protection and gloves.

### **Article 17 Lost objects**

WOODWINGS can not be held responsible for lost items.

### **Article 18 Privacy**

WOODWINGS will, as responsible for the processing of the Customer's personal data, act in accordance with the provisions of the applicable data protection legislation, including the General Data Protection Regulation 2016/679 (GDPR). WOODWINGS will take all appropriate organizational and technical measures to ensure that the personal data of the Customer are processed in accordance with this legislation. The privacy policy of WOODWINGS applies to the processing of these personal data, as available on <https://www.campwoodwings.com/en/terms-and-conditions-privacy-policy>.

### **Article 19 Admission to the representation and use of visual works**

Visual material (photographs and videos) taken during participation in the trip can be used for publicity purposes by WOODWINGS and / or by its partners, without limitation of space, time, integral or extract. The Customer explicitly waives any request for compensation for the use and exploitation of the rights associated with current authorization. If the Customer does not grant permission, he must notify this at the latest 24 hours before the start of his trip by e-mail to [info@campwoodwings.com](mailto:info@campwoodwings.com).

## **Article 20 Travel Guarantee Fund**

In the case of financial insolvency of WOODWINGS, the Customer can appeal to the Travel Guarantee Fund. This can be done by contacting the Travel Guarantee Fund: Metrologielaan 8, 1130 BRUSSELS, Tel. 02.240.68.00, fax 02.240.68.08, email [info@gfg.be](mailto:info@gfg.be). The warranty terms and conditions of the Travel Guarantee Fund can be found on <https://www.campwoodwings.com/en/terms-and-conditions-privacy-policy>.

## **Article 20 Force Majeure**

- § 1. In case of Force Majeure WOODWINGS is released from any commitment without the Customer being entitled to claim compensation.
- § 2. If the conditions of Force Majeure or the consequences drag on for more than three (3) months, the through the Website completed order comes to an end by law and without notice. Where appropriate WOODWINGS undertakes to refund the received money from the Customer as soon as possible.

## **Article 21 Complaints and Travel Disputes Commission**

- § 1. WOODWINGS cannot be held liable in case the accommodation of the destination on the Website has not been adapted to disabled people.

### § 2. Complaints

#### 2.1. Before departure

If the Customer has a complaint before departure, he must submit this at the latest 24 hours before departure by registered letter or against receipt to WOODWINGS.

#### 2.2. During the trip

Complaints during the execution of the contract must be reported by the Customer as soon as possible on the spot in an appropriate and evidential way, in order to search for a solution. For that he must - in this order - contact the relevant local service provider, a representative of WOODWINGS, or finally directly WOODWINGS.

#### 2.3. After the trip

Was a complaint on the spot not satisfactory resolved or could the Customer impossibly formulate a complaint on the spot, then he must at the latest 1 (one) month after the end of the travel contract file a complaint

at WOODWINGS by registered letter or against receipt to, in the absence of which the complaint will not be investigated.

- § 3. A dispute arises when a complaint can not be resolved amicably, or not is resolved within 4 (four) months from the end of the travel contract, or from the planned date of departure if the travel contract was never executed. Any dispute raised after the conclusion of a travel contract about this contract and where a traveler is concerned, will be settled exclusively by the TRAVEL DISPUTES COMMISSION, except in disputes concerning personal injuries and in disputes concerning the recovery of outstanding invoices. The procedure and delivery of the decision happen in accordance with the Arbitration Rules and the legal provisions of the Judicial Code on arbitration (articles 1676 to 1723). The decision is binding on both parties without appeal. For the treatment of a dispute a fee is indebted as stipulated in the Arbitration Rules. The placement of the order by the Customer implies his acceptance of all regulations defined by the TRAVEL DISPUTES COMMISSION, in particular the Arbitration Rules. The address of the TRAVEL DISPUTES COMMISSION is Koning Albert II-laan 16, 1000 BRUSSELS (cell arbitration: Tel. 02.277.62.15, fax 02.277.91.00 , email clv.gr@skynet.be - cell reconciliation. Tel. 02 277. 61.80, fax 02.277.91.00, email verzoening.gr@skynet.be).

## **Article 22 Miscellaneous**

- § 1. The nullity, invalidity, unenforceability and / or unenforceability of one of the clauses of these special conditions does not affect the legality, validity, enforceability and / or enforceability of the remainder of these Special Conditions and of the order concluded via the Website.

In case of invalidity or non-inviolability of all or part of a clause, WOODWINGS and the Customer will negotiate in good faith in order to replace the void or non-opposable clause with a valid clause with the same effect.

In case one of the provisions of the Agreement exceeds any legal restrictions, the relevant provision or the part of it will not be void, but WOODWINGS and the Customer are deemed to have agreed that this provision or the conflicting part of it shall be reduced or limited to the maximum that is permitted under applicable law and any provision or part of it that exceeds these limits will be legally adjusted or replaced by a valid clause that is as close as possible to the intentions of WOODWINGS and the Customer.

- § 2. The use of the Website as well as the subsequent relationship between WOODWINGS and Customer and between WOODWINGS and third parties, including the order placed, any dispute about the interpretation or application of the conditions of WOODWINGS and any dispute or complaint for which the TRAVEL DISPUTES COMMISSION association is not competent, shall be governed exclusively by Belgian law.

- § 3. In the event of a dispute between WOODWINGS and the Customer, at the option of the plaintiff and as appropriate, and without prejudice to the competence of the TRAVEL DISPUTES COMMISSION association as previously determined in Article 21, only (1) the District Court of the 2nd District of HASSELT, (2) the Court of First Instance of HASSELT, or (3) the Commercial Court HASSELT, according to their respective powers, are competent to hear this dispute, notwithstanding the right of WOODWINGS to sue for the court that would have the material and territorial jurisdiction in the absence of the present jurisdiction clause.
- § 4. WOODWINGS obliges the use of protective gear, as mentioned in article 16 § 5, during the sport activities. Participants who don't have the adequate protection gear with them on their holiday, must bear the costs of the purchase or rental of the adequate gear.