

SEAUTON GENERAL TERMS & CONDITIONS

1. FIELD OF APPLICATION

These general terms and conditions apply to all contracts for all tour operators and travel agencies (as per the law of 16 February 1994 governing contracts for tour operators and travel agencies (hereinafter referred to as the "**Travel Contracts Act**") concluded between Seauton and the Client (hereinafter referred to as "**Travel Contracts**") and to all other services provided by Seauton as part of other contracts between Parties or in addition to the Travel Contracts (hereinafter referred to as "**Services**").

The parties declare that the Travel Contracts Act only applies to those parts of Contracts that can be defined as Travel Contracts (not to Services that are supplements to the Travel Contract) and they declare that Travel Contracts are limited to those parts of Contracts that fall under the Travel Contract Act, failing which they are considered as Services.

2. DEFINITIONS

"**Seauton**" refers to the SEAUTON limited company with headquarters at Vaartdijk 3-002, 3018 Wijkmaal under KBO number 0464.882.990, which may only be legally represented when concluding Contracts by one of its executive managers;

"**Client**" refers to the person or legal entity concluding a Contract with Seauton;

"**Traveller**" refers to the person making the trip that is the subject of the Travel Contract;

"**Parties**" refers to Seauton and the Client;

"**Contract**" refers to all tour operator or travel agency contracts between parties and all extensions, additions or amendments to these contracts as well as all other contracts between the Parties;

"**Project**" refers to the trip and/or event and/or activity which is the subject of the Contract.

3. ISSUING CONTRACTS

The information in brochures, programmes or folders that could be deemed to be Travel Contract proposals are not legally binding for Seauton, unless these documents are published by Seauton, this being the case, the documents are legally binding for Seauton unless:

- changes to the details are made clearly and in writing before concluding the Contract to inform the Client;
- changes are made afterwards as a result of a written agreement between the Parties;

The Client accepts that Seauton may need to temporarily or permanently scrap a certain offer. All offers in brochures, programmes or folders are valid until no longer available.

By concluding a Contract, Clients accept the following general terms and conditions, whereby Seauton reserves the right add extra conditions to the Contract, in which instance, the special conditions take priority over these general terms and conditions.

The Client declares that he/she is aware that Seauton has the right to consider quotes and Contract proposals as non-binding if they are not issued or communicated by the managing director, the international sales manager, the project director and/or marketing manager of Seauton, as stated on the Seauton website. By accepting a quote or Contract proposal, the client may not invoke this clause to claim that the Contract had not been issued.

Quotes and Contract proposals issued by Seauton are valid for a duration of 14 (fourteen) days after the date of sending unless otherwise specified.

Contracts can only be issued after the Client has signed and returned the quote or Contract proposal, without prejudice to article 6 and unless Seauton has already started providing the services that are the subject of the quote or Contract proposal in which case, Seauton has the right to take a unilateral decision to implement the Contract or to cancel the Contract at the cost of the Client.

All quotes and Contract proposals are based on the information provided by the Client and/or the Traveller, which must contain everything that could reasonably affect the Contract. If the information provided by the Client is incomplete and/or inaccurate, Seauton reserves the right to issue an additional quote or Contract proposal and this being the case to consider the original quote and Contract proposal as non-existent. Any additional costs resulting from providing inaccurate information may be charged to the Client.

The Client agrees to communicate all the information supplied by Seauton regarding the execution of the Travel Contract, to the traveller thus releasing Seauton from any possible claims and damages that could be made against it.

4. PRICES

The specific prices quoted in the Travel Contract may be reviewed on condition that exact method of calculation for the revision is included in the Travel Contract and on condition that this price change is a result of changes to:

- the exchange rate applicable to the trip and/or
- the transport costs including fuel costs and/or
- the taxes and levies on certain services
- other modifications to the Contract agreed in writing, without prejudice to Article 8.

The prices are based on the tariffs and exchange rates for the accommodation and other services abroad that are in force at the time of drawing up the quote as well as on the tariffs for transport that are in force at the time of drawing up the quote and in particular the average fuel prices for transport by charter flight during the month in which the quote was drawn up.

Any reduction to these amounts, costs or taxes will also be reflected in a reduction in the price.

Revisions to prices are applied evenly to the part of the Travel Contract or the trip that is the subject of the changes in price.

The price specified for the Services may be amended within reason at any time to reflect increases or decreases in costs and/or charges connected with Seauton's Services or organisation.

Price adjustments will be implemented evenly to the part of the Travel Contract or the trip that is subject to the adjustment.

The price quoted in the Travel Contract may in no way be increased during the 20 calendar days preceding the departure date.

An increase of 10% in the price of the Travel Contract gives the Client the right to cancel the Travel Contract without having to pay compensation. In such instances the Client has the right to a reimbursement of the amount already paid for this Travel Contract. An increase of 10% for part of the Travel Contract only entitles the client to cancel that part of the Travel Contract on condition that this part does not form an inextricable part of the whole Travel Contract.

Prices for the Services may be changed at any point in time if there is an increase or reduction in the costs and/or taxes relating to the Services or the organisation of Seauton.

Seauton cannot be held liable for any costs resulting from delays in transport caused by weather conditions, defects, strikes, war, changes to timetables or forms of transport.

5. PAYMENT

Unless otherwise agreed, payments for all invoices from Seauton must be paid in full to the headquarters of Seauton on the date of the invoice. Unless otherwise agreed in writing in the Contract, and without prejudice to the foregoing, the Client shall pay advances as outlined below.

At the time the Contract is concluded, the Client shall be liable to pay an advance of 45% (forty-five percent) of the total price with a 10,000 (ten thousand) euro minimum. Six months before the start of the Project, the Client shall pay an additional advance of 30% (thirty percent). Two months before the start of the Project, the Client shall be obliged to pay a further advance of 20% (twenty percent). At this point, the Client will already have paid 95% of the total price. The Client shall pay the balance after the Project has come to an end. Should the Client fail to pay one or more of the advances, Seauton is authorised to regard the Contract as unfulfilled, which shall entitle Seauton to severance payment as outlined in Article 10 of these provisions.

Deposits paid are not refundable by Seauton under any circumstances and neither Clients nor Travellers may claim a reimbursement unless the Travel Contract includes an obligation on the part of Seauton.

Contracts concluded less than one month before the start of the Project shall be immediately payable in full.

Contracts for trips and/or Services that are started up less than one month before the date of departure or delivery date for Services are payable immediately.

In the event of non-payment of the amounts due that are the subject of the Contract within eight days of a reminder or notification from Seauton or its board members, Seauton is entitled, without reissuing a notification, to consider the contract as cancelled at the cost of the Client.

In the event of non-payment of the amounts due that are the subject of the Contract by the due date, a legally applicable additional 12% will be charged without prior notification. An additional and legally applicable 10% interest will be charged without prior notification on the sums outstanding with a minimum of €100.00 per invoice, without prejudice to any legal or other costs due as a result of non-payment. Failure to pay by the due date will result in a demand for all payments, irrespective of whether they are due and this without prior notification.

6. COMPLAINTS/DISPUTES

The Parties accept that complaints relating to the Contract and the Services can only be accepted if they are sent in writing by registered mail within eight days after delivery of the Services or the cause of the complaint to Seauton and subject to a full detailed description of the complaint. Shortcomings in the execution of the Travel Contracts (which is interpreted as being limited to complaints about accommodation etc.) must be notified as legally stipulated in the Travel Contract no later than one month after the end of the trip.

If an invoice is not opposed within eight days of receipt and by registered mail, the invoice and the invoiced Services or the part of the Contract that has been invoiced will be deemed to be irrevocably accepted and correct.

Complaints or disputes do not release Clients from their obligation to pay whereby the Client waives the right to a deferment of his or her obligations as per the Contract.

7. TRANSFER OF BOOKINGS

Clients do not have the right to transfer the Contract and/or Travel Contract unless with the prior written authorisation of Seauton. In the event of a transfer of the Contract and/or the Travel Contract, the client remains jointly bound with the new client to pay the price as well as the costs incurred in the transfer.

8. CHANGES TO CONTRACTS

Seauton has the right to make changes to the Contract. If, before the beginning of the trip, one of the fundamental points of the Travel Contract cannot be carried out, Seauton will inform the Clients as soon as possible. The Traveller has the right to cancel the Travel Contract or the part of that specific part of the Travel Contract with no charge, but the Contract for the remaining part remains valid unless the Travel Contract is inextricably bound to the Contract.

Clients must inform Seauton within 48 hours and in any event before the departure, of their intention to accept the change or whether they will cancel the Travel Contract. Failure of Clients to react within this deadline will be irrevocably considered as an acceptance of the proposed change.

In the event that the change is accepted, Seauton will draw up an addendum to the Contract including the changes and the impact thereof on the price.

9. WHOLE OR PARTIAL NON-EXECUTION OF THE TRIP

If, during the execution of the Contract, it appears that an important part of the Services or an essential part of the Contract cannot be executed, Seauton will take all the measures necessary to offer Clients suitable and complimentary alternatives so that the trip can be carried out in full.

10. CANCELLATION BY THE PASSENGER/CLIENT

Should the Contract be cancelled by the Traveller/Client for whatever reason, including a cancellation as per article 5 of these general terms and conditions, the Traveller/Client is bound to pay Seauton damages equal to 100% of the amount quoted in the Travel Contracts (less the costs saved by cancelling plane tickets, hotels, etc. but including costs resulting from this cancellation) and 70% of the amount relating to Services. The damages due as per this article are legally payable without prior notification.

11. LIABILITY

Seauton cannot be held responsible for unforeseen events such as new regulations or laws, accidents, epidemics, war, etc. examples of which are non-exhaustive which means that any extra transport or accommodation costs ensuing from this must be paid by the Clients.

In the event of loss or damage to luggage, Clients or Travellers must fill in the property irregularity report in the lost luggage department at the airport and must notify the guide or driver in writing during the transport.

All regulations mentioned in the Contract or during the execution of the Contract are by way of indication only. Clients and Passengers must take note that these may be changed before or during the trip.

Seauton's contractual liability is, without prejudice to the provisions of the Travel Contracts Act relating to Travel Contracts, always limited to the total price of the Contract.

It is the sole responsibility of the Client and the Traveller to seek information about the formalities that have to be completed and that are communicated in the brochure or at some other time by Seaton or third parties.

12. GENERAL

Only Belgian law applies to these General Terms and Conditions, the Contracts, the Services and everything relating to these matters. The courts of the district of Leuven have territorial jurisdiction to hear disputes that fall under the competence of the court.

The invalidity or unenforceability of any of the provisions of these conditions, the Contract or Travel Contract will not affect the validity of the remaining conditions and will not lead to the invalidity of these conditions.