

GENERAL TERMS AND CONDITIONS OF ATP BELGIUM B.V.B.A. GOVERNING SCHEDULED AIRLINE FLIGHT RESERVATIONS

ATP Belgium B.V.B.A., trading under the name of ATP, The Advanced Travel Partner, having its registered office at Plaslaar 34, 2500 Lier, Belgium, and hereinafter referred to as ATP, is a service provider active in the travel industry.

ATP is a member of the 'Vereniging van Vlaamse Reisagenten' (www.vvr.be) and IATA (www.iata.org).

Where ATP acts as a travel organiser any agreement that is concluded, shall also be governed by the Terms and Conditions of 'Geschillencommissie Reizen' in addition to these General Terms and Conditions of ATP Belgium B.V.B.A.

The Terms and Conditions of 'Geschillencommissie Reizen' may be downloaded from the website of Federale Overheidsdienst Economie, KMO, Middenstand en Energie (www.mineco.fgov.be).

In the event of any conflict between these General Terms and Conditions and the 'Geschillen Commissie Reizen' Terms and Conditions the former shall prevail, unless either of the latter terms and conditions preclude this.

The definitions used in the Travel Terms and Conditions of 'Geschillen Commissie Reizen' are also employed in these General Terms and Conditions.

1. General

- 1.1 Any offer made by ATP shall be free of obligation, unless it is an irrevocable offer as defined in Article 6:217 et. Seq. of the Civil Code. An offer made free of obligation may be revoked immediately after receipt of its acceptance.
- 1.2 The presentation of an e-mail address shall be required for the purposes of making a reservation with ATP. In principle, ATP shall use this e-mail address to communicate with the customer concerned. The customer is therefore advised to check regularly to see whether he has received any e-mail.
- 1.3 In the event of an Internet reservation ATP shall in principle send the customer concerned confirmation of the receipt of his order by e-mail immediately but at any rate within one working day thereof.
- 1.4 Irrespective of whether or not it has already sent confirmation of a reservation, ATP shall be entitled to revoke a price within one working day after the relevant reservation has been made. Where such revocation entails a price increase, the customer shall be required to notify ATP within one working day that he consents to same, in the absence of which no agreement shall be deemed to have been concluded, and in this case ATP shall not be liable for compensation of any nature.
- 1.5 Unless explicitly stipulated otherwise, all prices are stated by ATP in euros exclusive of airport tax or any other levy. The travel fee quoted shall apply to each passenger unless explicitly stated otherwise. Any error apparent in a price stated by ATP shall in no way bind the latter. The class referred to in the relevant offer and the details of the flight concerned shall be indicative and ATP cannot guarantee them.
- 1.6 These General Terms and Conditions shall also apply in relation to any natural or legal person that is or was engaged by ATP when the relevant agreement is or was entered into and/or executed.

2. Sums payable to ATP

2.1 ATP shall charge any fee mentioned in the relevant offer for the provision of its services.

2.2 Expense Table:

Reservation by phone	Not possible
Rerouting airline ticket	€ 25 per ticket
Refund for unused ticket (after issuance)	€ 25 per ticket
Changes or cancellation of airline ticket	Fee airline* + € 25 per ticket
Fees for additional services, f.e. excess baggage	On request

* Depends on airline

3. Payment

3.1 The customer shall be required to use the method of payment stipulated in the relevant offer.

3.2 Where an offer states that payment may be effected by means of a credit card, or a method using the Internet (for example iDEAL), and a customer opts for any of these methods, he shall be required to ensure that the amount concerned can be deducted immediately. In any other case the customer shall have a duty to pay any sum he owes, within the term specified for this purpose in the relevant offer.

3.3 Where an offer stipulates that payment may be effected by means of a credit card and a customer presents a credit card number for this purpose, ATP shall not proceed with the further execution of the relevant reservation agreement, if no authorisation is received from the credit card company in question, in which case it shall not be possible to hold ATP liable in any way. In the event that a credit card belongs to a third party, the third party/owner shall be required to submit an authorisation form and a copy of the front and back of the relevant credit card within 24 hours after the reservation has been made. Furthermore, the customer concerned shall be required to disclose such third party's telephone number to ATP. Should this third party/owner fail to confirm the reservation within 24 hours after it has been made, ATP and the relevant service provider shall be entitled to cancel it, in which case they shall not be required to provide compensation of any nature whatsoever.

4. Questions and contact

4.1 The contact details of ATP or any third party whom it enlists for the purposes of executing a reservation agreement, shall be stated on the website where the reservation was made and also in the confirmation of registration.

4.2 The customer shall be required to establish contact in the manner specified in the relevant offer or confirmation.

5. Cancellation

5.1 Any refund or payout under the terms of a cancellation insurance policy that a customer is still to receive, shall not relieve him of his duty to effect timely payment of any fee pursuant to his agreement with ATP.

6. ATP's liability

- 6.1 ATP shall not be liable for any damage due to a malfunction of or defect in the computer systems which it uses to provide its services, where such malfunction or defect can in all fairness not be attributed to it or is beyond its control

7. Third-party websites

- 7.1 The website www.atp.nl contains hyperlinks to third-party websites. ATP has no control over the information, products and services mentioned on those sites and therefore does not accept any liability in that respect (which shall be deemed to include that due to harm which is in any way suffered pursuant to the use of those websites).

8. Final provisions

- 8.1 In the event that any part of these General Terms and Conditions or an agreement is void or voidable, this shall not affect the validity of the rest of same. In this case the void or voidable part shall be deemed to have been replaced by provisions which approximate as closely as possible what the parties would have agreed to, if they had been aware that it was void or voidable.

- N.B. The parties acknowledge that the English translation of the 'General Terms and Conditions of ATP Belgium B.V.B.A. governing scheduled airline flight reservations and holiday trips' [the 'Algemene Voorwaarden ATP Belgium B.V.B.A. terzake lijndienstvluchtreserveringen'] is purely illustrative and interpretation shall only be based on the Dutch version.