

GENERAL TERMS AND CONDITIONS OF SALE BUS & COACH

FBAA YM/AV/90.5/21

1. When ordering a coach trip on behalf of third parties, such as a company, group, association, non-profit organization, group of friends, etc., the physical person who places the order is jointly and severally liable for payment with the third parties designated by him. Likewise, the physical person who placed the order will be jointly and severally liable for any damage caused by passengers to our material.
2. Unless expressly agreed otherwise, half of the price for each trip or route must be paid upon reservation or order. Unless otherwise agreed, the balance of the price is payable at least ten days before the departure date.
3. In the event of cancellation of an ordered trip up to one month before the departure date, an amount equal to 50% of the price will be due as compensation. In case of cancellation less than one month before departure, we will be entitled to charge and claim the full price.
4. If the trip cannot take place on the scheduled date due to unforeseen circumstances such as defect or breakdown, strikes, road blockages, illness of a driver, etc., we will not be liable for any greater compensation than the refund of any advance paid. This fact in no way gives the customer the right to have the transport carried out elsewhere at our expense.
5. If the planned journey can only be carried out partially due to breakdown, accident, illness or other circumstances, the full price for the day route will nevertheless be due.
6. The driver is, under the authority and in accordance with the instructions of his employer, free to determine the travel route to the destination to be reached.
7. The driver, under the authority of his employer, has the right to immediately interrupt the journey for the time period chosen by him and, if necessary, to return to the place of departure by the shortest route if his instructions on the coach are not followed by the passengers, or if in his opinion, the attitude or behaviour of one or more passengers endangers the safety of the coach or fellow passengers, if any damage is caused to the vehicle, etc.
8. It is prohibited to give the driver instructions that would conflict with the legislation regarding driving and rest times. In the event of force majeure such as strikes, road blockages, unforeseen weather conditions, defects, etc., the driver, under the authority of his employer, will offer a suitable alternative where the safety of the vehicle and the passengers comes first.
9. All invoices are payable without deduction by transfer to the bank account stated on the invoice. Each payment is always charged to the oldest outstanding invoice. In the event of non-payment of an invoice on the due date, interest of 12% per year will be due automatically and without notice of default. Furthermore, in the event of non-payment of an invoice on the due date, its amount by way of compensation for additional administrative costs will be increased automatically and without notice of default by 15% with a minimum of 50,00 euros. In the event of failure to pay an outstanding invoice on the due date, the coach operator reserves the right not to carry out further orders for the same client, without any right to compensation, until the outstanding debt has been fully settled. All unpaid invoices will then become immediately due and payable. Invoices that are contested must be disputed by registered letter within 8 days of receipt, otherwise they will be deemed to have been accepted, and the claim will be settled.
10. Valuable objects are only transported as a service under the sole responsibility of the owner or possessor without the carrier incurring any liability in the event of loss, theft, damage, destruction or disappearance, whether in the coach, in the luggage, in the luggage space as in any existing ski box or trailer. This applies in particular, but not exclusively, to identity documents, entrance and transport tickets, handbags, mobile phones, laptops, portable DVD players, cameras, diving and skiing equipment, etc.
11. The courts of Antwerp have exclusive jurisdiction for all disputes and disputes. Only Belgian law applies to our agreements.
12. Every order implies full agreement with these terms and conditions of sale. In the event of a difference between this translation and the Dutch original, only the Dutch version will prevail.