

The States Parties to this Convention,

Noting the development of tourism and its economical and social role,

Recognizing the need to establish uniform provisions relating to travel contracts,

Have agreed as follows:

Chapter I - Scope of Application

Article 1

For the purpose of this Convention:

1. "Travel Contract" means either an organized travel contract or an intermediary travel contract.
2. "Organized Travel Contract" means any contract whereby a person undertakes in his own name to provide for another, for an inclusive price, a combination of services comprising transportation, accommodation separate from the transportation or any other service relating thereto.
3. "Intermediary Travel Contract" means any contract whereby a person undertakes to provide for another, for a price, either an organized travel contract or one or more separate services rendering possible a journey or sojourn. "Interline" or other similar operations between carriers shall not be considered as intermediary travel contracts.
4. "Price" means any remuneration in cash, in kind or in the form of direct or indirect benefits of any kind whatsoever.
5. "Travel Organizer" means any person who habitually or regularly undertakes to perform the contract defined in paragraph 2, whether or not such activity is his main business and whether or not he exercises such activity on a professional basis.
6. "Travel Intermediary" shall be any person who habitually or regularly undertakes to perform the contract defined in paragraph 3, whether such

activity is his main business or not and whether he exercises such activity on a professional basis or not.

7. "Traveller" means any person who benefits from an undertaking defined in paragraph 2 or 3, whether the contract is concluded or the price paid by himself or by another person for him.

Article 2

1. This Convention shall apply to any travel contract concluded by a travel organizer or intermediary, where his principal place of business or, failing any such place of business, his habitual residence, or the place of business through which the travel contract has been concluded, is located in a Contracting State.

2. This Convention shall apply without prejudice to any special law establishing preferential treatment for certain categories of travellers.

Chapter II - General Obligations of Travel Organizers and Intermediaries and of Travellers

Article 3

In the performance of the obligations resulting from contracts defined in Article 1, the travel organizer and intermediary shall safeguard the rights and interests of the traveller according to general principles of law and good usages in this field.

Article 4

For the purpose of performing the obligations resulting from contracts defined in Article 1, the traveller shall, in particular, furnish all necessary information specifically requested from him and comply with the regulations relating to the journey, sojourn or any other service.

Chapter III - Organized Travel Contracts

Article 5

The travel organizer shall issue a travel document bearing his signature; instead of the signature, a stamp may be affixed.

Article 6

1. The travel document shall include the following:

- (a) place and date of issue;
- (b) name and address of the travel organizer;
- (c) name of the traveller or travellers and if the contract was concluded by another person, the name of such person;
- (d) places and dates of beginning and end of the journey as well as of the sojourns;
- (e) all necessary specifications concerning transportation, accommodation as well as all ancillary services included in the price;
- (f) where applicable, the minimum number of travellers required;
- (g) the inclusive price covering all the services provided for in the contract;
- (h) circumstances and conditions under which the traveller may cancel the contract;
- (i) any clause providing for arbitration, agreed upon under the conditions of Article 29;
- (j) a statement that, notwithstanding any clause to the contrary, the contract is subject to the provisions of this Convention;
- (k) any other terms the parties may agree upon.

2. In so far as particulars required in paragraph 1 appear in whole or in part in a prospectus supplied to the traveller, the travel document may simply make a reference thereto; any modification to such a prospectus must be set out in the travel document.

Article 7

1. The travel document shall be prima facie evidence of the terms of the contract.

2. A breach by the travel organizer of the obligations incumbent upon him under Articles 5 or 6 shall affect neither the existence nor the validity of the contract which shall remain subject to this Convention. The travel organizer shall be liable for any loss or damage resulting from such breach.

Article 8

Unless the parties agree otherwise, the traveller may substitute another person for the purpose of carrying out the contract provided that such person satisfies the specific requirements relating to the journey or sojourn, and that the traveller compensates the travel organizer for any expenditure caused by such substitution, including non-reimbursable sums payable to third parties.

Article 9

The traveller may at any time cancel the contract in whole or in part, provided he compensates the organising travel agent in accordance with domestic law or the provisions of the contract.

Article 10

1. The travel organizer may, without indemnity, cancel the contract, in whole or in part, if before the contract or during its performance, circumstances of an exceptional character manifest themselves of which he could not have known at the time of conclusion of the contract, and which, had they been known to him at that time, would have given him valid reason not to conclude the contract.

2. The travel organizer may also, without indemnity, cancel the contract if the minimum number of travellers stipulated in the travel document has not been reached, provided the traveller has been informed thereof at least fifteen days before the date on which the journey or sojourn was due to begin.

3. In event of cancellation of the contract before its performance, the travel organizer shall refund in full any payments received from the traveller. In the event of cancellation of the contract during its performance, the travel

organizer shall take all necessary measures in the interest of the traveller; furthermore, the parties shall compensate each other in an equitable manner.

Article 11

1. The travel organizer may not increase the inclusive price, except as a consequence of changes in rates of exchange or in the tariffs of carriers, and provided that this possibility has been anticipated in the travel document.
2. If the increase in the inclusive price exceeds ten per cent, the traveller may cancel the contract without compensation or reimbursement. In that event, the traveller shall be entitled to a refund of all sums paid by him to the travel organizer.

Article 12

The travel organizer shall be responsible for the acts and omissions of his employees and agents when acting in the course of their employment or within the scope of their authority, as if such acts and omissions were his own.

Article 13

1. The travel organizer shall be liable for any loss or damage caused to the traveller as a result of non-performance, in whole or in part, of his obligations to organize as resulting from the contract or this Convention, unless he proves that he acted as a diligent travel organizer.
2. Without prejudice to the questions as to which persons have the right to institute proceedings and what are their respective rights, compensation payable under paragraph 1 shall be limited for each traveller to:
 - 50.000 francs for personal injury,
 - 2.000 francs for damage to property,
 - 5.000 francs for any other damage.

However a Contracting State may set a higher limit for contracts concluded through a place of business located in its territory.

Article 14

Where the travel organizer himself provides transportation, accommodation or other services connected with the performance of the journey or sojourn, he shall be liable for any loss or damage caused to the traveller in accordance with the rules governing such services.

Article 15

1. Where the travel organizer entrusts to a third party the provision of transportation, accommodation or other services connected with the performance of the journey or sojourn, he shall be liable for any loss or damage caused to the traveller as a result of total or partial failure to perform such services, in accordance with the rules governing such services. The travel organizer shall be liable in accordance with the same rules for any loss or damage caused to the traveller during the performance of the services, unless the travel organizer proves that he has acted as a diligent travel organizer in the choice of the person or persons performing the service.
2. Where the rules referred to in paragraph 1 do not provide for a limitation of liability, compensation payable by the travel organizer shall be set in accordance with Article 13, paragraph 2.
3. In so far as the travel organizer has paid compensation for loss or damage caused to the traveller, he shall be subrogated in any rights and actions the traveller may have against a third party responsible for such loss or damage. The traveller shall facilitate the recourse of the travel organizer by providing him with the documents and information in his possession and, as the case may be, by assigning his rights to him.
4. The traveller shall have a right of direct action against a responsible third party, for total or complementary compensation of the loss or damage caused to him.

Article 16

The traveller shall be liable for any loss or damage caused by his wrongful acts or default to the travel organizer or persons for whom the latter is responsible under Article 12 as a consequence of non-compliance with the

obligations incumbent upon him under this Convention or under contracts subject thereto, wrongful acts or default being assessed having regard to a traveller's normal behaviour.

Chapter IV - Intermediary Travel Contract

Article 17

Any contract concluded by a travel intermediary with a travel organizer or with persons providing separate services, shall be deemed to have been concluded by the traveller.

Article 18

1. Where the intermediary travel contract relates to an organized travel contract, it shall conform to the provisions of Articles 5 and 6, but in addition to the name and address of the travel organizer, it shall include the name and address of the travel intermediary together with a statement to the effect that the latter is acting as intermediary of the former.

2. Where the intermediary travel contract relates to the provision of a separate service rendering a journey or sojourn possible, the travel intermediary shall issue the traveller documents relating to such service, bearing his signature; instead of the signature, a stamp may be affixed.

These documents or the invoice relating thereto shall mention the amount paid for the service and contain a statement that notwithstanding any clause to the contrary, the contract is subject to the provisions of this Convention.

Article 19

1. The travel document and other documents referred to in Article 18 shall be prima facie evidence of the terms of the contract.

2. A breach by the travel intermediary of the obligations incumbent upon him under Article 18 shall affect neither the existence nor the validity of the contract which shall remain subject to this Convention.

In the event of a breach of his obligations under Article 18, paragraph 1, the travel intermediary shall be deemed to be a travel organizer. In the event of a breach of his obligations under Article 18, paragraph 2, the travel intermediary shall be liable for any loss or damage resulting from such breach.

Article 20

The traveller may at any time cancel the contract, in whole or in part, provided he compensates the travel intermediary in accordance with domestic law or the provisions of the contract.

Article 21

The travel intermediary shall be responsible for the acts and omissions of his employees and agents when acting in the course of their employment or within the scope of their authority, as if such acts and omissions were his own.

Article 22

1. The travel intermediary shall be liable for wrongful acts or default he commits in performing his obligations, wrongful acts or default being assessed having regard to the duties of a diligent travel intermediary.
2. Without prejudice to the questions as to which persons have the right to institute proceedings and what are their respective rights, compensation payable under paragraph 1 shall be limited to 10.000 francs for each traveller. However, a Contracting State may set a higher limit for contracts concluded through a place of business located in its territory.
3. The travel intermediary shall not be liable for non-performance, in whole or in part, of journeys, sojourns or other services governed by the contract.

Article 23

The traveller shall be liable for any loss or damage caused by his wrongful acts or default to the travel intermediary or to persons for whom the latter is responsible under Article 21 as a consequence of non-compliance with the

obligations incumbent upon him under this Convention or under contracts subject thereto, wrongful acts or default being assessed having regard to a traveller's normal behaviour.

Chapter V - Common Provisions

Article 24

The franc referred to in this Convention is the gold franc weighing 10/31 of a gramme and of a millesimal fineness of 0.900.

Article 25

Where the loss or damage caused by non-performance, in whole or in part, of an obligation under this Convention gives rise to an extra-contractual claim, the travel organizer or intermediary may avail himself of the provisions of this Convention which exclude his liability or which set or limit the compensation payable by him.

Article 26

Where the extra-contractual liability of one of the persons for whom the travel organizer or intermediary is responsible under Articles 12 and 21 is at issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the travel organizer or intermediary or which set or limit the compensation payable by them; the total amount of compensation payable shall in no circumstances exceed the limits established under this Convention.

Article 27

1. A travel organizer or intermediary shall not be entitled to avail himself of the provisions of this Convention which exclude his liability or set or limit the compensation payable by him if the traveller proves that the loss or damage was caused by a wrongful act or default committed by the travel organizer or

intermediary or by one of the persons for whom he is responsible under Articles 12 and 21 with the intention of causing the loss or damage or in a manner implying either a deliberate disregard or inexcusable lack of awareness of the prejudicial consequences which might result from such conduct.

2. Where special rules are prescribed by law, wrongful acts or default as referred to in paragraph 1 shall be assessed in accordance with those rules.

3. Paragraphs 1 and 2 shall apply as well to the extra-contractual liability of the persons referred to in Articles 12 and 21, if the wrongful act or default referred to in those paragraphs was theirs.

Article 28

The provisions of this Convention shall not prejudice the traveller's rights and actions against third parties.

Chapter VI - Legal Proceedings

Article 29

The travel contract may contain a clause conferring jurisdiction on an arbitration tribunal provided the clause stipulates that the tribunal shall apply this Convention.

Article 30

1. The period of limitation for an action arising out of a travel contract subject to this Convention and based on death, wounding or other bodily or mental injury caused to a traveller shall be two years; it shall begin to run on the date specified in the contract as the date of termination of the service giving rise to the dispute.

Nevertheless, in case of wounding or other bodily or mental injury resulting in the death of the traveller at a date subsequent to the date of termination of the service giving rise to the dispute, the period of limitation shall begin to run on

the date of such death without, however, exceeding three years from the date of termination of the service in question.

2. The period of limitation for an action arising out of a travel contract subject to this Convention other than those referred to in paragraph 1 of this Article, shall be one year; it shall begin to run on the date specified in the contract as the date of termination of the service giving rise to the dispute.

Chapter VII - Nullity of Stipulations Contrary to the Convention

Article 31

1. Any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void, in so far as it would be detrimental to the traveller.

The nullity of such a stipulation shall not imply the nullity of the other provisions of the contract.

2. In particular, any clause assigning to the travel organizer or intermediary the benefit of insurance taken out by the traveller, or shifting the burden of proof shall be null and void.

Chapter VIII - Final Provisions

Article 32

1. Any dispute between Contracting States concerning the interpretation or application of this Convention, which cannot be settled through negotiation, shall at the request of one of them, be submitted to arbitration.

2. If within six months from the date of the request for arbitration the Parties are unable to agree on the organization of the arbitration, any one of them may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

Article 33

This Convention shall be open for signature by all States Members of the United Nations or of any of the specialized agencies or of the International Atomic Energy Agency or parties to the Statute of the International Court of Justice, until 31 December 1971.

Article 34

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government.

Article 35

1. This Convention shall remain open for accession by any State belonging to any of the categories mentioned in Article 33.
2. The instruments of accession shall be deposited with the Belgian Government.

Article 36

1. This Convention shall come into force three months after the date of the deposit of the fifth instrument of ratification or accession.
2. For each State ratifying or acceding to the Convention after the deposit of the fifth instrument of ratification or accession, the Convention shall enter into force three months after the date of the deposit by such State of its instrument of ratification or accession.

Article 37

Each Contracting State shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such Contracting State. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government.

Article 38

In the case of a federal or non-unitary State, the following provisions shall apply:

1. With respect to those Articles of this Convention that come within the legislative jurisdiction of the federal legislative authority, the obligations of the federal government shall, to this extent, be the same as those of parties which are not federal States.
2. With respect to those Articles of this Convention that come within the legislative jurisdiction of constituent states, provinces or cantons which are not, under the constitutional system of the federation, bound to take legislative action, the federal government shall bring such articles with a favourable recommendation to the notice of the appropriate authorities of states, provinces or cantons at the earliest possible moment.
3. A federal State party to this Convention shall, at the request of any other Contracting State, supply a statement of the law and practice of the federation and its constituent units in regard to any particular provision of the Convention showing the extent to which effect has been given to that provision by legislative or other action.

Article 39

1. Any Contracting State may at the time of ratification or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government that the Convention shall extend to any of the territories for whose international relations it is responsible.

The Convention shall three months after the date of the receipt of such notification by the Belgian Government, extend to the territories named therein.

2. Any Contracting State which has made a declaration under paragraph 1 of this Article may at any time thereafter declare by notification addressed to the Belgian Government that the Convention shall cease to extend to such territories. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government.

Article 40

1. Any Contracting State may at the time of signature, ratification or accession to this Convention express any of the following reservations:

(a) that this Convention shall apply only to the international travel agency contracts to be performed totally or partially, within a State other than the State in which the contract was made or from which the traveller departed;

(b) that it does not consider itself bound by Article 32, paragraph 2 of this Convention.

2. The reservations, referred to in the previous paragraph, do not require any subsequent acceptance by the other Contracting States.

3. Any Contracting State having formulated a reservation as contemplated by paragraph 1, shall be permitted at any time to withdraw it by a notification addressed to the Belgian Government; withdrawal of the reservation shall take effect three months after receipt of the notification thereof.

Article 41

This Convention shall apply without prejudice to Conventions relating to the transportation of travellers and their baggage or to a sojourn to which a Contracting State is a party or may become a party.

Article 42

Any Contracting State may, five years after the coming into force of this Convention, as provided in Article 36, paragraph 1, request that a Conference be convened in order to consider proposed amendments to this Convention.

Any Contracting State wishing to avail itself of this right, shall notify the Belgian Government which, provided that one-third of the Contracting States be in agreement, shall convene the Conference within twelve months thereafter.

Article 43

The Belgian Government shall notify the States concerned of the following:

1. The signatures, ratifications and accessions received in accordance with Articles 33, 34 and 35.

2. The dates on which the present Convention will come into force in accordance with Article 36.

3. The denunciations received in accordance with Article 37 and Article 39, paragraph 2.

4. The notifications and declarations made in accordance with Article 39, paragraph 1, Articles 40 and 42.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto, have signed this Convention.

DONE at Brussels, this 23rd day of April 1970, in the English and French languages, both texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies thereof.