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General terms and sales conditions of SNCB International

1. Scope

1.1. These general terms and conditions apply to the promotion, offer and purchase of a product or service of or offered by SNCB International (hereafter collectively referred to as "Product of SNCB International"). The use of SNCB International's website and the order and/or purchase of a Product of SNCB International shall automatically be construed as a full acceptance of these general terms and conditions.

1.2. SNCB International is the trade name of Railtour NV (part of the SNCB group), a company subject to the laws of Belgium, with registered office at Avenue de la Porte de Hal 40, 1060 Brussels. It is registered in the Kruispuntbank voor Ondernemingen / Banque-Carrefour des Entreprises under company number 0402.698.765, licensed as a travel agency with number A 1721 and admitted to the Travel Guarantee Fund ("Garantiefonds Reizen" / "Fonds de Garantie Voyages").

1.3. As regards products and/or services supplied by third-party providers (such as a carrier or travel organiser), other general conditions may apply directly between this provider and the traveller and/or client, which are assumed to be accepted by the traveller and/or client at the time of their product purchase at SNCB International, and SNCB International shall not be a party to those contracts nor have any liability relating to them (please consult the conditions of carriage (/EN/Legal/Conditions-of-Carriage) of the different railway companies your journey may involve).

2. Promotion

2.1. All promotional materials of SNCB International, regardless of the channel through which they are made public or the medium in which they are incorporated, are prepared in good faith according to the information which was available to SNCB International at the time of preparation. SNCB International cannot be held responsible for any typing or other errors, deletions or amendments. SNCB International may be obliged to cancel, for a limited period or indefinitely, a Product of NMBS Internationaal mentioned in promotional material.

2.2. All prices indicated in promotional materials of SNCB International are examples only and reflect the information and seats which are available at the time of preparation. These prices may vary during the term of the promotion, either by SNCB International or by the third party service provider offering the service to which the mentioned price wholly or partially relates. Any "entry-level" prices indicated in the promotional materials

of SNCB International may be offered within certain limits and may no longer be available at the moment of purchase, for reasons which may include the limited availability of the services of third party service providers to which the "entry-level" prices wholly or partially apply. In any case, SNCB International draws your attention to the fact that the availability of seats on certain trains is very limited.

2.3. Prices indicated in promotional materials of SNCB International that relate to a destination, product or service with currencies other than the Euro may vary depending on the exchange rates. Only the prices applicable at the moment of purchase shall apply.

3. Purchase of a product of SNCB International

3.1. Purchase

Depending on its nature, the purchase of a Product of SNCB International is possible 1) online through the website of SNCB International, 2) by telephone via the Contact Centre, 3) in a number of Belgian railway stations, and/or 4) at a travel agency recognized by SNCB International.

Additional information in relation to purchase options is available on the website of SNCB International and in the information brochures made available at Belgian railway stations.

The customer must ensure that all information provided by them is accurate and complete and that this information will allow NMBS International to process the purchase. SNCB International rejects any responsibility for purchases not correctly processed due to any fault or negligence of the customer. In case inaccurate information provided by the customer results in additional costs for SNCB International, for any reason whatsoever, these costs may be charged to the customer.

In the event of purchases made online or over the telephone, the customer additionally ensures, solely by placing their order, that they have reached the age of 18 and that they are legally authorised to purchase the relevant Product of SNCB International. The customer agrees to be liable for all financial transactions resulting from such purchases, including any transactions executed on the customer's behalf, e.g. by minors living at home.

3.2. Price

Unless otherwise stated, the prices of tickets indicated in the promotional materials of SNCB International apply per person and:

- for seats on day trains, per single train journey for an adult in second class;
- for night trains, for a couchette in a compartment of six persons; and
- for rail passes, for the shortest term of validity.

Unless otherwise stated, tickets at the Europa Spezial fare for ICE destinations are valid from a railway station of the customer's choice. For other fares and destinations, departure from a railway station of the customer's choice is possible upon payment of a surcharge.

3.3. Additional costs

3.3.1. System costs

When purchasing tickets from SNCB International for what are known as "classic" InterCity or regional train

journeys, whether using the Belgian rail network or not, system costs will be added to the basic ticket price to cover rising computer costs linked to management and operation of this rail offer. These system costs are understood as per passenger and per single journey, and are included in the price shown on the ticket. If the journey in question is cancelled, these system costs will not be deducted and will be refunded to the customer. These system costs are not due when the ticket in question is a special ticket for a child or a passenger accompanying a wheelchair user. Valid reduction cards – that may entitle their holder to a discount on the basic ticket price – are not applicable to these system costs.

3.3.2. Administrative costs

For personal guidance on purchases of Products of SNCB International by telephone or in railway stations and at certain travel agencies, administrative costs are charged as a surcharge. These administrative costs are not repayable in any circumstances including cancellation of the travel contract and/or the ticket. NMBS Internationaal refers to the frequent questions about buying international rail tickets (</EN/Questions/Tickets#ServiceFee>) on this website and to the information brochures made available in railway stations for further information on administrative costs and the applicable exceptions. By purchasing a Product of SNCB International, the customer acknowledges that they have made the necessary inquiries in this respect and have informed SNCB of any exception by which they consider that administrative costs are not due.

3.3.3. Collection fee for tickets booked online or by phone

Most tickets available from the SNCB International website or Contact Centre are available in electronic form (also known as "e-tickets"). If – even though their order can be delivered fully in the form of e-tickets – the customer still opts to collect "conventional" paper tickets from the counter, a collection fee applies. This fee is designed to encourage the use of e-tickets and to cover the additional cost associated with delivering "conventional" paper tickets. For the amount of this collection fee (which applies per order), please refer to the frequent questions about buying international rail tickets (</EN/Questions/Tickets#Delivery>) on this website. This administration fee will not be refunded if the tickets are subsequently cancelled. No collection fee is payable on orders for tickets not available in the form of e-tickets.

3.4. Confirmation and delivery

Depending on the ordering method and the nature of the Product of SNCB International, the confirmation and delivery of the Product of SNCB International takes place by collection at the railway station's counter, by post or electronically. Immediately after receipt of the order form, the confirmation of the train journey and/or the ticket, the customer must examine whether this corresponds to their order and whether the information supplied by the customer has been accurately processed. If it has not, the customer must promptly notify SNCB International.

Sending the confirmation and delivery of the Product of SNCB International by post requires payment of a surcharge and delivery will take place to the address provided by the customer in the order. The customer is responsible for providing the correct address and for allowing sufficient delivery time, taking into account a reasonable processing time for SNCB International and a reasonable time for postage.

If the purchase confirmation or of the Products of SNCB International are not received in a timely manner, the customer must as soon as possible - and in any event before the departure of the train concerned - contact SNCB International, either through the railway station counters of SNCB International, via the Contact Center, via a travel agency recognized by SNCB International, or via the email address provided. In case of contact by telephone, the customer may be asked to subsequently confirm their question in writing.

With respect to orders placed via the website of SNCB International, it is agreed that, unless proven otherwise, the data stored on the IT system of SNCB International will be decisive in case of dispute.

3.5. Payment

Unless stated otherwise, at the moment of the purchase of a Product of SNCB International, including reservation of a ticket, the amount due is immediately and fully payable.

If only a deposit is due at the moment of purchase, the customer will be informed at the same time and in writing of the time within which the remaining balance is due, without further payment request by SNCB International. Where the deposit has been paid by credit card, SNCB International has the right to take payment of the outstanding balance at the payment due date without further request or notification to the customer.

Depending on the order method and the nature of the Product of SNCB International, payment is permitted by cash or normal payment cards and/or by the credit cards and home banking systems mentioned on the website of SNCB International.

The secure services of Ingenico are used for any mode of online payment used to buy any product via the website or the SNCB International app. More information on checking payment data is available in the SNCB International Privacy Policy (</EN/Legal/Privacy>).

In the absence of a timely, full or valid payment, SNCB International and the carrier have the right to declare the travel contract cancelled at the expense of the customer and the traveller and to charge cancellation costs.

3.6. Refusal of the order

Without any prior notification obligation towards the customer, SNCB International reserves the right to refuse or suspend an order or to subject an order to additional conditions if the information provided during the ordering process is incomplete or inaccurate or if SNCB International suspects a contractual default or any form of fraud or deceit. Examples of this may include when the identity of the customer or the traveller is questionable or potentially inaccurate, an order of an unusually high number of Products of SNCB International or where there have been (earlier) payment difficulties with the customer or the traveller.

4. Change, transfer, dissolution, cancellation, non-performance and repayment

4.1. No right of withdrawal

With respect to purchases made online and by telephone at a distance, the customer and the traveller do not have a right of withdrawal in accordance with Article VI.53 of the Code of Economic Law (unless otherwise stipulated).

4.2. Change, transfer, dissolution and cancellation by the customer or the traveller

The customer or the traveller must request any change, transfer or cancellation of the travel contract or the contract of carriage to SNCB International as soon as possible and not later than the departure time. In the event of acceptance of such request, SNCB International has the right to charge all costs caused as a result.

In general, changes during the journey are not possible. In case of disruption early in the traveller's journey, the traveller cannot claim repayment of the services not delivered to them due to that disruption. All extra costs are

due by the traveller.

In the event of the whole or partial cancellation by the customer or traveller of the travel contract due to circumstances attributable to them, the customer or traveller will indemnify SNCB International for all direct and indirect losses caused to SNCB International as a result of such cancellation.

As regards the taking back, transfer, exchange and repayment of tickets and other services of third party service providers, SNCB International refers specifically to the terms and conditions of the third party service providers. In the case of transfer, the transferee and the transferor are held jointly and severally responsible to pay the total price and the costs related to the transfer.

Any repayments made by SNCB International shall be subject to the deduction of any applicable administrative costs and costs related to the exchange, insurance and transfer costs paid to SNCB International.

Tickets and travel contracts may in no case be resold for profit.

5. Liability

Each obligation of NMBS Internationaal must in any event be understood as a best efforts obligation.

Unless caused by its own wilful intent, negligence or fraud, SNCB International can in no event be held liable for any failure to execute or the wrongful execution of a contract of carriage or any other service delivered by a third party service provider.

Unless caused by its own wilful intent, negligence or fraud (and as otherwise provided by law), a) SNCB International's total combined liability for proven damages caused by SNCB International's fault (including damages to tangible property and compensation of a loss of travel enjoyment) is limited to twice the travel price paid, and b) SNCB International cannot be held liable for indirect damages, including the loss of opportunity, loss of savings, loss of profits and/or any other form of consequential damages.

6. Travel documents, formalities and travel advice

6.1. NMBS Internationaal reminds travellers travelling to another country that they must always hold the necessary travel documents and in particular a valid proof of identity (identity card or Kids-ID) or a travel passport, with or without a visa, depending on the destination, the term of stay, the age and the nationality of the traveller and the purpose of the journey. Some destinations also require certain formalities, for example relating to health care and vaccination, prior to granting access to the country. For a foreign residence for more than three months, the traveller is advised to make themselves known to the embassy of the country of destination. The traveller is responsible for and acknowledges that they have applied in time for the necessary travel documents at the competent authority, including for minors travelling with the traveller, taking into account possible increasing waiting periods and the fact that most travel documents should remain valid until at least six months after the date of return. A non-Belgian traveller agrees to, in the order of the Product of SNCB International, inform NMBS Internationaal of their nationality and to enquire at their own embassy or consulate regarding the required travel documents, visas and other formalities.

6.2. For more detailed information on required travel documents, visas and other formalities and travel advice, SNCB International refers the traveller to its municipality and to the websites diplomatie.belgium.be (<http://diplomatie.belgium.be/en>) and www.passeportsante.be (www.passeportsante.be) (French) /

www.gezondheidspas.be (<http://www.gezondheidspas.be>) (Dutch).

6.3. The decision to buy a Product of SNCB International with respect to a certain destination is the sole and exclusive responsibility of the traveller. In no event shall SNCB International be held liable for any possible damages incurred by the traveller as a result of the non-delivery or a non-timely delivery of the travel documents or other formalities, caused either by the limited time between the purchase of the Product of SNCB International and the departure date or otherwise. Neither shall SNCB International be held liable for possible damages resulting from the issue of government travel advice or other circumstances falling outside the reasonable control of SNCB International.

7. Insurances

7.1. Unless stated otherwise, the Products of SNCB International do not include a cancellation or travel insurance. SNCB International strongly recommends the traveller, and in particular when concluding a travel contract, takes out such insurances, as well as insurance cover for civil liability to the extent the traveller is not already covered.

7.2. Notwithstanding certain exceptions, the customer with residence in an EU Member State or in Switzerland that buys a Product of SNCB International may also take out a policy of Touring cancellation and/or travel insurance. The Touring insurance contracts are concluded directly with the insurer ATV N.V., a company under the laws of Belgium, with registered office at 1040 Brussels, Rue de la Loi 44, registered in the Kruispuntbank voor Ondernemingen / Banque-Carrefour des Entreprises under company number 0441.208.161, authorised to offer insurance services by virtue of the Royal Decree of 11 January 1991 and 24 February 1992 to perform insurance operations in the insurance sectors 9, 16, 17 and 18 and approved by the Banking, Finance and Insurance Commission under number 1015.

The cancellation insurance is valid as from the reservation up to departure of the booked train and must have been subscribed to at the latest on the day of the original reservation.

SNCB International expressly refers to the terms and conditions of Touring which apply to the Touring insurances. Touring is responsible for the guaranteed obligations and is fully and exclusively liable for the due performance of its obligations vis-à-vis the traveller. Any request for assistance or claims must be directly addressed to Touring at the moment of occurrence of the event justifying the claim and/or the insurer's assistance.

8. Group travel for schools and youth

8.1. Unless otherwise stipulated, the ticket prices indicated for group travel apply:

- per person younger than 26, being a member of a group of at least ten individuals younger than 26;
- per single train journey in second class train journey; and
- for departure from the railway station Brussels South ("Brussel-Zuid" / "Gare Midi").

Unless otherwise stipulated, for each such group of ten travellers one companion older than 26 can purchase a ticket at the conditions as applicable to the travellers accompanied by this person. Group travel is prohibited in certain Eurostar and InterCity trains. For certain destinations, the number of seats for groups is limited and the specified timetable cannot be guaranteed.

8.2. Unless otherwise stipulated, the room prices indicated for group travel apply:

- per night;
- per person younger than 26 being a member of a group of at least 20 individuals younger than 26;
- for shared bedrooms; and
- excluding meals.

If there are less than 20 participants, the prices and the specification may be unilaterally changed by SNCB International. Room prices may vary according to the period of the year.

8.3. In order to claim for any possible damage by travellers, some hotels require payment of a guarantee, which should be paid by the group upon arrival. To the extent that no damages have occurred, this will be repaid upon the group's departure. Additional information regarding this guarantee and the hotels will be provided upon request at the time of reservation.

8.4. For group travel, an advance of 20% of the total price must be paid within ten days after confirmation of the journey. The outstanding balance must be paid not later than 30 days prior to departure.

8.5. For group travel, different administrative and cancellation costs apply. For more detailed information, please see the website of SNCB International and the information brochures available in railway stations.

9. Insolvency of the travel agent

The traveller is informed and acknowledges that, in the event of insolvency of their travel agent, they will be able to seek the insolvency insurance cover of their travel agent. The costs of repatriation or repayment of advances paid in the event of insolvency of the travel agent may be recovered by the traveller from the travel agent's insurer. The traveller agrees to take all necessary steps in this respect from the moment they gain knowledge of the insolvency of their travel agent.

10. Protection of personal data

Read the privacy policy of the SNCB International website and SNCB International sales outlets > ([/EN/Legal/Privacy](#))

11. Complaint mechanism

11.1. Before the journey

The customer or the traveller will, as soon as possible, inform the travel organiser and/or travel agent of possible complaints, and provide a copy to SNCB International, either by registered letter to Customer Care Europe, 10-14 B-MS.035, S.13/6, Avenue de la Porte de Hal 40, B-1060 Brussels, or at a railway station in exchange for a receipt, or by email by means of the Customer Care Europe contact form ([/EN/Contact/Client-Service](#)), or at the travel agency recognized by SNCB International where the travel contract or the contract of carriage has been concluded, in exchange for a receipt.

11.2. During the journey

In the event of complaints, the customer or the traveller will as soon as possible communicate such complaints either (and in the following order):

- to a representative of the travel organiser;
- to a representative of the travel agent;
- directly to the travel agent; or
- directly to the travel organiser.

To the extent reasonably possible, the traveller shall provide to SNCB International, simultaneously or immediately after the journey, with a record or a copy of those communications in one of the ways described in article 11.1.

11.3. After the journey

If it was impossible for the customer or the traveller to submit their complaint during the journey in accordance with the above articles or if the complaint has not been remedied to their satisfaction, the customer or the traveller must send their complaint in one of the manners described under article 11.1 to SNCB International at the latest within one month after the end of the journey.

12. General

12.1. If NMBS Internationaal fails to enforce a right granted by virtue of these general terms and conditions, such failure will not be considered as a waiver of that right or of the legal remedies hereto, nor will this affect the applicability of these general terms and conditions. A waiver of rights with respect to a violation of these general terms and conditions does not entail a waiver of rights in relation to past or future violations of these general terms and conditions.

12.2. The nullity or unenforceability, for whatever reason, of part of these general terms and conditions will have no effect on the applicability and enforceability of the remaining provisions of these general terms and conditions.

13. Applicable law and competent courts

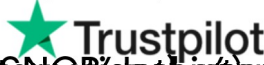
13.1. These general terms and conditions are governed by and will, unless otherwise stipulated, be interpreted in accordance with Belgian law, excluding its rules on private international law.

13.2. Any dispute about the validity, the interpretation or the execution of these general terms and conditions will be finally settled by the competent courts of Brussels.

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** Unless expressly stated otherwise, all fares quoted are per person/per leg (VAT included) based on an online reservation for a 2nd class return from Brussels. Please note, terms and conditions apply. Tip: As the number of seats at the lowest fares on Thalys, Eurostar, TGV and ICE trains is limited, we recommend that you book your trip as early as possible. Most international trains allow reservations to be made from 4 months before the date of departure (or from 6 months for Eurostar and ICE).*

Orders made on this website involve payment obligation. You do not have a right of withdrawal in accordance with Article VI.53 of the Code of Economic Law.

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