

## TOURISM CONCORDAT

### INTRODUCTION

*Registration for one of the programs requires prior acceptance of the terms and conditions of sale harmonized between prestataires that will be delivered by your receptive before booking.*

*Any customer who signs up for one of our trips acknowledges having read the description of the selected product, the general and special conditions of sale and any warnings and accept in their entirety.*

### Conditions of the tourism sector

#### Article R211-3

*Subject to the exclusions set out in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel services or stays result in the delivery of appropriate documents meeting the rules defined in this section.*

*In case of sale of airline tickets or tickets on regular not accompanied by benefits related thereto, the seller delivers to the buyer one or more tickets for the entire trip, issued by the carrier or under its responsibility. In the case of transport demand, the name and address of the carrier on whose behalf the tickets are issued, must be mentioned.*

*Separate the various elements of the same tourist package price does not relieve the seller of his obligations under the regulatory provisions of this section.*

#### Article R211-3-1

*The exchange of pre-contractual information or the provision of contractual conditions shall be in writing. They may be electronically under the conditions of validity and exercise provided for in Articles 1369-1 to 1369-11 of the Civil Code. Mentioned the name or business name and address of the seller and the indication of its registration in the register provided for in Article L. was 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2.*

#### Article R211-4

*Prior to the conclusion of the contract, the seller must provide the consumer with information on prices, dates and other components of the services provided during the journey or stay, such as:*

- 1 ° The destination, means, characteristics and categories of transport used;*
- 2 ° The accommodation, its location, level of comfort and main characteristics, its certification and tourism classification corresponding to the regulations or practices of the host country fashion;*
- 3 The meals provided;*
- 4 The description of the itinerary is a circuit;*
- 5 ° The administrative and health formalities required by national or by nationals of another Member State of the European Union or a State party to the Agreement on the European Economic Area in the event, including crossing borders, and the time of completion;*
- 6 ° The visits, excursions and other services included in the package or available at an extra cost;*
- 7 ° The minimum or maximum group size for the journey or stay and, if the journey or holiday is subject to a minimum number of participants, the deadline for informing the consumer in case of cancellation travel or stay; this date can not be set at less than twenty-one days before departure;*

8 ° *The amount or percentage of the price to be paid as a deposit on the contract and the payment schedule for the balance;*

9 ° *The procedures for revision of prices as provided by the contract pursuant to Article R. 211-8;*

10 ° *Cancellation of a contractual nature;*

11 ° *Cancellation defined in Articles R. 211-9, R. 211-10 and R. 211-11;*

12 ° *Information on the optional conclusion of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, including repatriation in case of accident or disease;*

13 ° *When the contract includes air transportation, information for each flight leg, under section R. 211-15 to R. 211-18.*

#### *Article R211-5*

*The prior information to the consumer binds the seller, unless therein seller has expressly reserved the right to modify certain elements. The seller must, in this case clearly indicate to what extent these changes may occur and any items.*

*In any event, changes to the prior information must be communicated to the consumer before the contract is concluded.*

#### *Article R211-6*

*The contract between the seller and the buyer must be in writing, in duplicate, one of which is delivered to the purchaser, and signed by both parties. When the contract is concluded electronically, is made pursuant to Articles 1369-1 to 1369-11 of the Civil Code. The contract must include the following clauses:*

1 *The name and address of the seller, its guarantor and insurer and the name and address of the organizer;*

2 ° *The destination or destinations of the trip and, in case of a holiday split into different periods and their dates;*

3 ° *The means, characteristics and categories of transport used, the dates and places of departure and return;*

4 ° *the accommodation, its location, level of comfort and main characteristics and its tourist classification under the regulations or practices of the host country fashion;*

5 ° *The meals provided;*

6 *The itinerary is a circuit;*

7 ° *The visits, excursions or other services included in the total price of the trip or stay;*

8 ° *The total price of services invoiced and an indication of any revision of the billing under the provisions of Article R. 211-8;*

9 ° *The indication, if appropriate, fees or taxes for certain services such as landing, embarkation or disembarkation fees at ports and airports, taxes are not included when in the price of the service or services provided;*

10 ° *The timing and mode of payment; the last payment made by the buyer can not be less than 30% of the price of the journey or holiday and must be made upon delivery of documents enabling the trip or stay*

11 ° *special conditions requested by the buyer and accepted by the seller;*

12 ° *The manner in which the purchaser may make the seller a claim for non-performance or improper performance of the contract, which complaint must be addressed as soon as possible, by any means capable of producing a receipt to the seller, and, where appropriate, notified in writing to the tour operator and the service provider concerned;*

13 ° *The deadline for informing the buyer in case of cancellation of the trip or stay by the seller in the event that the journey or stay is subject to a minimum number of participants, in accordance with 7 ° of Article R. 211-4;*

14 ° *Cancellation of a contractual nature;*

15 ° *Cancellation of Articles R. 211-9, R. 211-10 and R. 211-11;*

16 ° *Details of the risks covered and the amounts guaranteed under the insurance contract covering the consequences of the professional liability of the seller;*

17 ° *Information concerning the insurance contract covering the consequences of certain cases of cancellation by the buyer (policy number and name of the insurer) and those concerning the assistance contract covering certain specific risks, including repatriation costs in case of accident or illness; in this case, the seller must provide the buyer with a document specifying at least the risks covered and the risks excluded;*

18 ° *The deadline for informing the seller in case of transfer of the contract by the buyer;*

19 ° *The commitment to provide the buyer, at least ten days before the scheduled date of departure, the following information:*

a) *The name, address and telephone number of the seller's local representative or, failing this, the names, addresses and telephone numbers of local organizations likely to help the consumer in case of difficulty or, failing that, the call to establish urgently a contact number with the seller;*

b) *For travel and holidays for minors abroad, a telephone number and an address to establish a direct contact with the child or the person's place of residence;*

20 ° *The termination clause and refund of the amounts paid by the buyer in case of non-compliance with the disclosure requirement in paragraph 13 of Article R. 211-4;*

21 ° *The commitment to provide the purchaser, in good time before the start of the journey or stay, time of departure and arrival.*

#### *Article R211-7*

*The buyer may transfer the contract to a transferee who fulfills the same conditions as him to make the trip or stay, as long as the contract has no effect.*

*Unless more favorably stipulated to the transferor, it is obliged to inform the seller of his decision by any means capable of producing a receipt not later than seven days before the start of the trip. When it comes to a cruise, this period is extended to fifteen days. This transfer is subject, in any case, prior authorization of the seller.*

#### *Article R211-8*

*If the contract contains an express right to revise prices within the limits laid down in Article L. 211-12, it must state the precise calculation methods, both upward and downward price changes, including the costs of transport and related taxes, the currency or currencies that may affect the price of the trip or stay, the share price at which the variation applies, the price of the currency or currencies used as a reference when setting the price in the contract.*

#### *Article R211-9*

*When, before the departure of the purchaser, the seller is forced to make a change to one of the essential elements of the contract such as a significant price rise and when it disregards the obligation of information referred to in 13 of Article R. 211-4, the purchaser may, without prejudice to recourse in redress of possibly incurred damages, and after having been informed by the vendor by any means capable of producing an acknowledgment:*

*-Either cancel the contract and obtain immediate reimbursement of the sums paid;*

*-Or accept the modification or replacement journey offered by the seller; a rider to the contract specifying the changes made is then signed by the parties; any decrease in price will be deducted from any amounts remaining due from the buyer, and if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned before the date of departure.*

#### *Article R211-10*

*In the case provided for in Article L. 211-14, when, before the departure of the purchaser, the seller cancels the trip or stay, he must inform the buyer by any means to obtain an acknowledgment of reception; the purchaser, without prejudice to recourse in redress of possibly incurred damages, obtains from the seller immediate reimbursement of the sums paid without penalty; the buyer receives, in this case, compensation at least equal to the penalty he would have paid if the cancellation was due to him that day.*

*The provisions of this article do not in any way prevent the conclusion of an amicable agreement for acceptance by the purchaser, or a trip offered by the seller stay substitution.*

#### *Article R211-11*

*When, after the departure of the purchaser, the seller is unable to provide a major part of the services under the contract, representing a significant percentage of the price paid by the buyer, the seller must immediately take the following measures without prejudice to recourse in redress of possibly incurred damages:*

*-Either offer services in lieu of benefits provided, bearing any extra cost, and if the services accepted by the buyer are of inferior quality, the seller shall refund upon return, the price difference;*

*-Or, if it can not offer replacement services or if they are rejected by the buyer for valid reasons, provide the buyer without extra cost of tickets to ensure his return in conditions that can be considered equivalent to the place of departure or to another place accepted by both parties.*

*The provisions of this Article shall apply in case of non-compliance with the obligation laid down in paragraph 13 of Article R. 211-4.*