

GENERAL TERMS OF SALE

In accordance with article R.211-12 of the Code of Tourism, travel brochures and contracts offered by travel agents to their customers must include verbatim the following general terms from articles R.211-3 to R.211-11 of the Code of Tourism.

Article R.211-3: With the exception of the exclusions provided for in paragraphs three and four of article L. 211-7, all offers and all sales of travel or holiday services lead to the delivering of appropriate documents that comply with the rules defined by this section. In the event of sales of airline tickets or tickets on regularly scheduled services that are not accompanied by package-type services linked to this transportation, the seller issues the buyer one or several passenger tickets for the entire journey, issued by the carrier or under his responsibility.

In the case of transport upon request, the name and address of the carrier on whose behalf the tickets are issued must be mentioned.

The separate invoicing of the various elements of a given tourism package does not absolve the seller of his obligations under the regulatory provisions of this section.

Article R.211-3-1: Exchanges of pre-contractual information and the providing of contractual terms are done in writing. These can be done electronically in the conditions of validity and exercising provided for in articles 1369-1 to 1369-11 of the civil code. They must mention the name or company name and address of the seller and indication of his listing in the registry provided for in article L. 141-3 or, if applicable, the name, address and indication of the registration of the federation or the union mentioned in the second paragraph of article R. 211-2.

Article R.211-4: Prior to the signing of the contract, the seller must give the consumer information about the prices, dates and other elements that constitute the services provided for the journey or holiday such as:

- 1° The destination, means, characteristics and categories of transport used;
- 2° The type of accommodations, their location, level of comfort and main characteristics, authorization and tourism rating according to the regulations or customs of the host country;
- 3° The meal services offered;
- 4° A description of the itinerary for tours;
- 5° The administrative and health formalities to be carried out by French citizens or citizens of another member state of the European Union or of the European Economic Area, particularly in cases involving the crossing of borders, and the deadlines for carrying these out;
- 6° The visits, excursions and other services included in the package or possibly available at an additional cost;
- 7° The minimum or maximum size of the group making it possible to carry out the journey or holiday and, if the carrying out of the journey or holiday depends on a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or holiday; this date cannot be set at less than twenty-one days before the departure;
- 8° The amount or the percentage of the price to be paid as a deposit upon signing the contract and the schedule for the payment of the balance due;
- 9° The conditions for revision of the prices as provided for by the contract in application of article R. 211-8;
- 10° The conditions of cancellation of a contractual nature;
- 11° The cancellation terms defined in articles R. 211-9, R. 211-10 and R. 211-11;
- 12° The information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or of an assistance contract covering certain particular risks, such as expenses for repatriation in the event of accident or illness;
- 13° When the contract includes air transport services, the information, for each section of the flight, provided for in articles R. 211-15 to R. 211-18.

Article R.211-5: The prior information given to the consumer binds the seller, unless, in this information, the seller expressly reserves the right to modify certain parts of it. The seller must, in this case, clearly indicate to what extent this modification can take effect and on what elements.

In any event, the modifications made to the prior information must be given to the consumer before the signing of the contract.

Article R.211-6: The contract signed between the seller and the buyer must be written, drawn up in duplicate with one original given to the buyer, and signed by both parties. When the contract is signed electronically, articles 1369-1 to 1369-11 of the civil code apply. The contract must include the following clauses:

- 1° The name and address of the seller, his guarantor and his insurer and the name and address of the organizer;
- 2° The destination or destinations of the journey and, in the case of a holiday in stages, the various periods and their dates;
- 3° The means, characteristics and categories of transport used, the starting and return dates and places;
- 4° The type of accommodations, their location, level of comfort and main characteristics and the tourism rating by virtue of the regulations or customs of the host country;
- 5° The meal services offered;
- 6° A description of the itinerary for tours;
- 7° The visits, excursions or other services included in the total price of the journey or holiday;
- 8° The total price of the services invoiced and the indication of any possible revisions of this invoicing by virtue of the provisions of article R. 211-8;
- 9° The indication, if applicable, of the fees or taxes for certain services such as landing, disembarking or embarking fees at ports and airports, visitor's taxes when they are not included in the prices of the services provided;
- 10° The schedule and method for payment of the price; the last payment made by the buyer cannot be less than 30 % of the price of the journey or holiday and must be made at the time of submission of the documents allowing him to carry out the journey or holiday;
- 11° The particular terms requested by the buyer and accepted by the seller;

12° The manner in which the buyer can submit to the seller a complaint for non-fulfillment or poor fulfillment of the contract. This complaint must be sent as early as possible, by any means allowing him to obtain a confirmation of receipt, to the seller, and, if necessary, indicated in writing, to the organizer of the journey and to the provider of the services involved;

13° The deadline for informing the buyer in the event of cancellation of the journey or holiday by the seller if the carrying out of the journey or holiday is linked to a minimum number of participants, in accordance with the provisions of 7° of article R. 211-4;

14° The conditions for cancellation of a contractual nature;

15° The conditions for cancellation provided for in articles R. 211-9, R. 211-10 and R. 211-11;

16° The specifications concerning the risks covered and the amount of the guarantees under the insurance contract covering the consequences of the seller's professional legal liability;

17° Indications concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of insurer) and those of the assistance contract covering certain particular risks, particularly the costs of repatriation in the event of accident or illness; in this case, the seller must give the buyer a document specifying at least the risks covered and the risks excluded;

18° The deadline for informing the seller in the event of a transfer of the contract by the buyer;

19° The commitment to give the buyer, at least ten days before his planned departure date, the following information:

- a) The name, address and telephone number of the local representative of the seller or, failing that, the names, addresses and telephone numbers of the local organizations that could help the consumer in the event of difficulties or, failing that, the telephone number to contact the seller in the event of an emergency;
 - b) For journeys or holidays of minors abroad, a telephone number and address allowing for the establishing of direct contact with the child or the on-site manager for the holiday;
- 20° The clause for termination and reimbursement without penalties of the sums paid by the buyer in the event of non-observance of the information obligation provided for in 13° of article R. 211-4;
- 21° The commitment to give the buyer, in a timely manner before the beginning of the journey or holiday, the departure and arrival times.

Article R.211-7: The buyer can transfer his contract to a transferee who fulfills the same conditions as him to carry out the journey or holiday, as long as this contract has not produced any effect.

Unless there is a stipulation that is more favorable to the transferor, he must inform the seller of his decision by any means allowing him to obtain a confirmation of receipt seven days before the beginning of the journey at the latest. When it is a cruise, this period is extended to fifteen days. In no event is this transfer subject to prior authorization.

Article R.211-8: When the contract includes the express possibility of a price revision, within the limits provided for in article L. 211-12, it must mention the precise method used for the calculation of the price variations, both upward and downward, and in particular the amount of the transportation costs and related taxes, the currency or currencies that could have an impact on the price of the journey or holiday, the share of the price to which this variation can apply, and the rates of the currency or currencies used as references for the establishment of the prices appearing in the contract.

Article R.211-9: When, before the departure of the buyer, the seller is forced to modify one of the essential elements of the contract, such as a significant price increase and when he ignores the information obligation mentioned in 13° of article R. 211-4, the buyer can, without prejudice to recourse for reparation of damage that might be suffered, and after having been informed by the seller by any means allowing him to obtain a confirmation of reception:

- either terminate his contract and obtain the immediate reimbursement of the sums paid without penalties;
- or accept the modification or substitution journey proposed by the seller; a rider to the contract specifying the modifications made is then signed by the parties; any decrease in prices is deducted from sums that may remain due from the buyer and, if the payment already made by him exceeds the price of the modified package, the surplus must be refunded to him before the date of his departure.

Article R.211-10: In the case provided for in article L. 211-14, when, before the departure of the buyer, the seller cancels the journey or the holiday, he must inform the buyer by any means allowing him to obtain a confirmation of reception; the buyer, without prejudice to recourse for reparation of damage that might be suffered, obtains from the seller the immediate reimbursement of the sums paid without penalty; in this case, the buyer receives compensation at least equal to the penalty that he would have had to pay if the cancellation had occurred due to him as of that date.

The provisions of this article do not in any way represent an obstacle to the concluding of an amicable settlement leading to the acceptance, by the buyer, of a substitute journey or holiday offered by the seller.

Article R.211-11: When, after the departure of the buyer, the seller is unable to provide a preponderant share of the services provided for in the contract representing a significant percentage of the price honored by the buyer, the seller must immediately take the following measures without prejudice to recourse for reparation of damage that might be suffered:

- either offer services to replace the planned services, bearing any additional cost and, if the services accepted by the buyer are of a lower quality, the seller must reimburse him for the price difference upon his return;
- or, if he cannot offer any replacement service or if these are refused by the buyer for valid reasons, provide to the buyer, at no additional cost, passenger tickets to guarantee his return in conditions that can be judged to be equivalent to the place of departure or to another place accepted by both parties.

The provisions of this article are applicable in the event of non-observance of the obligation provided for in 13° of article R. 211-4.