

## GENERAL TERMS and CONDITIONS of SALE

**Extract from Decree no. 94-49D dated 15 June 1994 on the basis of article 31 of French law no.92-645 dated 13 July 1992 laying down the conditions for carrying out activities relating to the organisation and sale of travel or holidays.**

**Article 95:** Subject to the exclusions provided for in the second subparagraph (a and b) of article 14 of the abovementioned law dated 13 July 1992, any offer and any sale of holiday or travel services give rise to the provision of the appropriate documents in compliance with the provisions of this title.

In the event of sale of air transport tickets or travel documents for scheduled air services which are not accompanied by services linked to said transport, the seller shall provide the purchaser with one or more passenger tickets for the entire travel service issued by the carrier or under its responsibility. In the event of demand responsive transport, the name and address of the carrier, on behalf of which the tickets are issued, must be stated.

Separate invoicing of different items included within the same tourism package does not exempt the seller from its obligations under this title.

**Article 96:** Prior to the conclusion of the contract, and on the basis of written proof including its company name, address and the indication of its administrative authorisation to act, the seller must provide the purchaser with information regarding the price, dates and other main elements of the services provided during the travel or holiday such as:

- 1) the destination, means, characteristics and categories of transport used;
- 2) the type of accommodation, its location, its level of comfort and its main characteristics, its touristic approval and ranking in accordance with the regulations and practices of the host country;
- 3) the meals included
- 4) the description of the itinerary for circuits;
- 5) the administrative and health formalities to undertake, in particular in the case of border crossings, as well as their deadlines for completion;
- 6) the visits, excursions and other services included in the package or potentially available at additional cost;
- 7) the minimum or maximum size of the group allowing for completion of the holiday or travel as well as, where the completion of the holiday or travel is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the holiday or travel; this deadline cannot be set less than twenty-one days prior to departure;
- 8) the amount or percentage of the price which must be paid as a deposit upon conclusion of the contract as well as the schedule for payment of the balance;
- 9) the procedure for revision of the prices such as provided by the contract on the basis of article 100 of this decree;
- 10) the conditions for cancellation of a contractual nature;
- 11) the conditions for cancellation defined by articles 101, 102 and 103 hereinafter;
- 12) the details regarding the risks covered and the amounts of guarantees subscribed

under the insurance policy covering the consequences of travel agencies' professional liability insurance and associations, non-profit making bodies and local tourism organisations' public liability insurance.

13) information regarding the optional subscription to an insurance policy providing coverage for the consequences of certain instances of cancellation or an assistance contract covering certain specific risks, particularly repatriation fees in the case of accident or illness.

**Article 97:** Prior information provided to the consumer binds the seller, unless the seller has expressly reserved the right to change certain elements within this information. In this case, the seller must precisely specify to what extent such a change may occur and for which elements.

In any case, the changes brought to the prior information provided must be communicated to the consumer in writing before conclusion of the contract.

**Article 98:** The contract entered into between the seller and the purchaser must be written, established in two copies of which one is provided to the purchaser, and signed by both parties. It must contain the following clauses:

- 1) the names and addresses of the seller, its guarantor and its insurer as well as the name and address of the organiser;
- 2) the destination or destinations of travel and, where the holiday is split, the different periods and their dates;
- 3) the means, characteristics and categories of transport used, the dates, times and places for departure and return;
- 4) the type of accommodation, its location, its level of comfort and its main characteristics, its touristic ranking in accordance with the regulations and practices of the host country;
- 5) the number of meals provided;
- 6) the description of the itinerary for circuits;
- 7) the visits, excursions or other services included in the total price of the travel or holiday;
- 8) the total price of services invoiced as well as the indication of any potential review of this invoice under the provisions of article 100 hereinafter;
- 9) the indication, where relevant, of duties or taxes pertaining to certain services such as landing, disembarkation or embarkation taxes in ports and airports, and tourist taxes where they are not included in the price of the service or services provided;
- 10) the schedule and terms for payment of the price; in any case, the last payment made by the purchaser may not be less than 30 per centum of the price of the travel or holiday and must be made upon delivery of the documents allowing to undertake the travel or holiday;
- 11) the specific conditions requested by the purchaser and accepted by the seller;
- 12) the procedures according to which the purchaser may make a claim for non-performance or defective performance of the contract, claim which must be addressed without undue delay, by registered letter with a form for acknowledgment of receipt, to the seller, and potentially notified in writing to the relevant travel organiser or service provider;
- 13) the deadline for informing the purchaser in the event of cancellation of

the travel or holiday by the seller where the completion of the travel or holiday is linked to a minimum number of participants in accordance with the provisions of 7 ° of article 96 hereinafter;

14) the conditions for cancellation of a contractual nature;

15) the conditions for cancellation defined by articles 101, 102 and 103 hereinafter;

16) the specifications regarding the risks covered and the amounts of guarantees under the insurance policy covering the consequences of the sellers' professional liability;

17) indications regarding the insurance contract covering the consequences of certain instances of cancellation subscribed by the purchaser (policy number and name of insurer), as well as those regarding the assistance contract covering certain specific risks, particularly repatriation fees in the case of accident or illness; in this case, the seller must provide the purchaser with a document specifying at least the risks covered and the risks excluded from coverage;

18) the deadline for notifying the seller where the contract is assigned by the purchaser;

19) the commitment to provide the seller, in writing, at least 10 days prior to the planned date of departure, with the following information:

- a) the name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organisations able to assist the consumer in the event of difficulties or, failing that, the phone number allowing for emergency contact to be made with the seller
- b) for travel and holidays for minors abroad, a telephone number and address allowing to establish direct contact with the child or with the on-site person in charge for his/her holiday.

**Article 99:** The purchaser may assign his/her contract to an assignee who fulfils the same conditions as himself/herself to undertake the travel or holiday, as long as this contract has not had any effect.

Unless more favourable provisions are provided to the assignor, the latter must inform the seller of his/her decision by registered letter with a form for acknowledgment of receipt at the latest seven days before the start of travel. Where the travel is a cruise, this deadline is increased to fifteen days.

This assignment is not in any case subject to prior authorisation by the seller.

**Article 100:** Where the contract provides the express possibility of revision of the price, in the limits provided by article 19 of the abovementioned French law dated 13 July 1992, it must indicate the precise methods for calculation, both for increases and decreases, of fluctuations in price, and particularly the amount of transport fees and relevant taxes, the currency or currencies which may affect the price of the travel or holiday, the portion of the price on which the fluctuation applies, the exchange rates used as a reference at the time of establishment of the price stated in the contract.

**Article 101:** Where, prior to the purchasers departure, the seller is forced

to make a change to one of the essential elements of the contract, such as a significant increase in price, the purchaser may, without prejudice to any potential claims for damages, and after having been notified by the seller by registered letter with a form for acknowledgment of receipt

- either terminate his/her contract and be granted, without penalty, an immediate refund of the amounts paid;

- or accept the change or the substitute travel proposed by the seller; an amendment to the contract specifying the changes made is therefore signed by the parties with any decrease in price being deducted from the amounts potentially owed by the purchaser and, where the payments already made by the latter exceed the price of changed service, the overpayment must be refunded before the date of departure.

**Article 102:** In the case provided for by article 21 of the abovementioned French law dated 13 July 1992, where, before the purchaser's departure, the seller cancels the travel or holiday, it must notify the purchaser by registered letter with a form for acknowledgment of receipt; the purchaser, without prejudice to any potential claims for damages, shall obtain from the seller the immediate refund, without penalty, of the amounts paid; the purchaser shall receive, in this event, indemnification for an amount at least equal to the penalty that it would have been liable to pay if cancellation had occurred through his/her fault at the same date.

The provisions of this article do not in any way prevent the conclusion of an amicable agreement of which the purpose is acceptance by the purchaser, of a substitution travel or holiday proposed by the seller.

**Article 103:** Where, after the purchaser's departure, the seller is unable to provide a significant proportion of the services planned under the contract representing a substantial percentage of the price paid by the purchaser, the seller must immediately take the following measures, without prejudice to any potential claims for damages incurred:

- either suggest services to replace the services planned by bearing any potential additional costs and, where the services accepted by the purchaser are of a lower quality, the seller must refund the difference in price to the purchaser, as soon as he/she returns;
- or, where the seller is unable to suggest a replacement service or where such replacement services are refused by the purchaser for valid reasons, provide the purchaser, without additional cost, with the travel documents to ensure his/her return, under conditions which may be deemed equivalent, to the place of departure or to another location accepted by both parties.