

## **GENERAL TERMS AND CONDITIONS FOR BOOKING**

**Articles 95 to 103 of decree n° 94-490 of 15 June 1994**

### **ARTICLE 95**

- Subject to the exclusions detailed in the second paragraph (a and b) of article 4 of the above mentioned law of 13 July 1992, any offer or sale of travel services or holidays will result in the issue of documents that conform to the regulations here defined.

In the case of the sale of tickets for air travel or tickets for scheduled travel not accompanied by services usually associated with such travel, the vendor will supply the purchaser with one or several tickets for the totality of the journey offered by the carrier or under the carrier's responsibility.

In the case of travel by request the name and address of the carrier on behalf of whom the tickets are being issued must be stated.

Separate billing for different parts of the same holiday package shall not release the vendor from compliance with the obligations stated herein.

### **ARTICLE 96**

Prior to the finalisation of a contract the vendor must provide the purchaser, in written form and on a document that includes mention of the vendor's trading name, address and operating licence, with information on the price, dates and other aspects of the services provided as part of the travel or accommodation arrangements, such as:

1° the destination, the types, the characteristics and the categories of transport used;

2° the type of accommodation, its location, level of comfort and main characteristics, its authorisation and its tourist classification on the basis of the regulations or the practices of the host country;

3° the kinds of meals to be provided;

4° the description of the route if the package is a touring holiday;

5° the administrative and health formalities that must be completed especially when crossing borders, as well as the time periods within which such formalities must be completed;

6° the excursions and other services included in the package or available at extra cost;

7° the maximum and minimum size of the group for the trip or holiday to go ahead and in the event that the holiday or trip is subject to a minimum number of participants, the date by which customers will be notified of cancellation; the cancellation date must not be less than 21 days before departure;

8° the amount or percentage of the price payable as a deposit on signing the contract, and a payment schedule for the remainder;

9° the arrangements by which the prices stipulated in the contract may be revised, in application of article 100 of this decree;

10° the contractual cancellation conditions;

11° the cancellation conditions defined in articles 101, 102 and 103 hereinafter;

12° the details of the risks covered and the amounts guaranteed under the insurance policy covering professional civil liability in the case of travel agencies and civil liability in the case of non-profit-making associations and organisations and local tourism organisations;

13° information about the option of taking out insurance to cover the consequences of certain cases of cancellation or certain specific risks such as repatriation expenses in the event of accident or illness.

## **ARTICLE 97**

The prior information provided to the buyer constitutes an obligation for the vendor, unless the vendor has expressly reserved the right to modify certain elements in the prior information.

In this case, the vendor must indicate clearly the effects of such modifications and which elements are affected.

In any case, the buyer must be informed in writing of any modifications made to the prior information before the contract is signed.

## **ARTICLE 98**

The contract between the vendor and the buyer must be in written form, in two copies, one of which is provided to the buyer, and signed by both parties. It must include the following clauses:

1° the names and addresses of the vendor, the vendor's guarantor and the vendor's insurer, as well as the name and address of the organiser;

2° the travel destination or destinations, and, in the case of a holiday split into different periods, the dates of the periods;

3° the means of transport used, their characteristics and categories, with the dates, times and places of departure and return;

4° the type of accommodation, its location, level of comfort and main characteristics, its authorisation and its tourist classification on the basis of the regulations or the practices of the host country;

5° the number of meals to be provided;

6° the itinerary in the case of a tour;

7° the visits, excursions or other services included in the total price of the journey or the holiday;

8° the total price of the billed services, and an indication of any revision of this billed price by virtue of the provisions of article 100 below;

9° A description where relevant of any fees or taxes associated with certain services such as taxes on landing, embarking or disembarking in ports and airports or temporary residence taxes, where they are not included in the price of the service (s) provided;

10° A payment schedule and description of the payment method; the last payment made by the buyer may in no case be less than 30% of the price of the journey or holiday and must be made when the documents making the journey or holiday possible are delivered;

11° the supplementary conditions requested by the buyer and accepted by the vendor;

12° the arrangements by which the buyer may make a claim against the vendor in the event that the vendor fails to carry out the provisions of the contract or does so unsatisfactorily. Such claims must be sent as soon as possible by registered letter with acknowledgement of receipt to the vendor, and may be sent by letter to the journey organiser and the service provider;

13° the date by which the buyer must be informed in the event that the journey or holiday is cancelled by the vendor if a minimum number of participants is required for the journey or holiday, in accordance with the provisions of item 7 in article 96 hereinbefore;

14° the contractual cancellation conditions;

15° the cancellation conditions defined in articles 101, 102 and 103 hereinafter;

16° details of the risks covered and the amounts guaranteed under the insurance policy covering the consequences of the vendor's professional civil liability;

17° Details of the insurance policy covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of the insurer) and the

policy covering certain specific risks, such as repatriation in the event of accident or illness; where such a policy has been taken out, the vendor must provide the buyer with a document specifying at least the risks covered and those not covered;

18° the date by which the vendor must be informed if the contract is transferred by the buyer;

19° a commitment to provide the buyer with the following information in writing, at least 10 days before the planned departure date:

a) the name, address and telephone number of the vendor's local representative, or, failing this, the names, addresses and telephone numbers of local organisations likely to help the buyer in case of difficulty, or, failing this, a telephone number by which the vendor can be contacted in an emergency;

b) for journeys and holidays for minors abroad, a telephone number and an address where the child or the responsible adult can be contacted at the destination.

## **ARTICLE 99**

The buyer may transfer the contract to a transferee who fulfils the same conditions as the buyer in terms of the journey or holiday, as long as the contract has no effect.

In the absence of stipulations that are more favourable to the transferor, he or she shall inform the vendor of his or her decision by registered letter with acknowledgement of receipt seven days before the departure date at the latest. In the case of a cruise, this period is extended to fifteen days.

In no case is such a transfer subject to the prior approval of the vendor.

## **ARTICLE 100**

When the contract provides explicitly for the possibility of price revision, within the limits defined in article 19 of the abovementioned law of 13 July 1992, it must state the precise calculation methods for variations in price, either upwards or downwards, including the amounts of transport fees and associated taxes, the currency or currencies which could affect the price of the journey or the holiday, the element of the price subject to variation, and the rate of the currency or currencies used as a reference when calculating the price given in the contract.

## **ARTICLE 101**

If the vendor is obliged to make a change to one of the essential elements of the contract, such as a significant price rise, before the buyer's departure, the buyer may, without affecting any claims for compensation to cover any losses incurred, and after being informed by the vendor by registered letter with acknowledgement of receipt:

- either cancel the contract and obtain full and immediate reimbursement of any sums paid;
- or accept the modification or the replacement journey offered by the vendor: an amendment to the contract specifying the changes made is then signed by both parties: any reduction in price is deducted from the sums still payable by the buyer, and if the payments already made by the buyer exceed the modified price for the service the excess must be repaid to the buyer before the date of his or her departure.

## **ARTICLE 102**

In the case provided for in article 21 of the abovementioned law of 13 July 1992, when the vendor cancels the journey or the holiday before the buyer's departure, the vendor must inform the buyer by registered letter with acknowledgement of receipt; the buyer, without affecting any claims for compensation to cover any losses incurred obtains from the vendor the full and immediate reimbursement of any sums paid; in this case, the buyer receives compensation at least equal to the penalty he or she would have had to pay if the cancellation had come from him or her on the same date.

The provisions of this article in no way constitute a barrier to the reaching of an amicable agreement under which the buyer accepts a replacement journey or holiday offered by the vendor.

## **ARTICLE 103**

If, after the buyer's departure, the vendor finds it impossible to provide a significant part of the services agreed in the contract, representing a non-negligible percentage of the price paid by the buyer, the vendor must immediately take the following steps, without affecting any claim for compensation to cover any losses incurred:

-either offer new services to replace the planned services, the vendor bearing any extra cost involved, and if the services accepted by the buyer are of lesser quality, the vendor must reimburse the difference in price as soon as the buyer returns.

- or, if the vendor cannot offer replacement services or if such services are refused by the buyer for valid reasons, the vendor must supply to the buyer, at no extra cost, travel tickets for the buyer's return to the departure point or to another place accepted by both parties, under conditions that can be considered equivalent.

## **SUPPLEMENTARY BOOKING TERMS AND CONDITIONS FOUR GROUPS Loisirs Accueil France Federation**

### **Article 1 – “Services Loisirs Accueil” Booking Services**

Services Loisirs Accueil are designed for assisting in the booking and the same of all forms of leisure and tourist services, in particular in rural areas. It facilitates life easier for the public by offering a wide selection of services and ensuring a fast, trustworthy booking service. Services Loisirs Accueil works in the interest of the general public and is available for all the types of service providers who are members of this organisation and who have signed a mandate agreement.

### **Article 1 bis – Information**

This brochure (cf. Brochure) constitutes the offer mentioned previously in the general conditions herewith and is binding on the SLA.

However, modifications may naturally be made in the nature of the services offered. In accordance with article 97 of the general terms and conditions given herewith, should any modifications be made, they shall be brought to the client's notice in writing by the SLA before the contract is signed.

### **Article 2 – Liability**

The Service Loisirs Accueil is liable under the terms of article 23 of the Act of 13 July 1992 which stipulates the following:

"Any natural or artificial person who is involved in the operations mentioned in article 1 is fully and automatically liable towards the purchaser for the correct discharge of the obligations which result from this contract, whether these obligations are to be discharged in person or by other agents service providers, without prejudice to his/her right to claim against the said agents.

However, the natural or artificial person may be released from all or part of the liability by proving that the non-execution of the contract was due either to the purchaser or to the unpredictable and insurmountable act of a third party not normally involved in the provision of the services stipulated in the contract, or to any circumstances beyond their control. "

### **Article 3 – Bookings**

Bookings are only deemed to be firm when advance payment amounting to 25% of the total sum has been settled and a copy of the booking contract signed by the client has been sent back to the booking service before the date stipulated on the contract.

However, enquiries made by telephone or in writing shall only be acknowledged by Loisirs Accueil as an initial interest shown in one of its services. Under no circumstances can they be deemed as equivalent to a booking.

#### **Article 4 – Late registrations**

In the case where the booking takes place less than 30 days before the beginning of the holiday, the payment of the total amount of the holiday price shall be required on booking.

#### **Article 5 – Payment of the Balance**

The client must pay the booking department, upon receipt of an invoice, the balance of the services agreed to and remaining owing at least one month prior to the beginning of the services (excursion, holiday, etc.), subject to the terms of article 98, paragraph 10 having been respected, as well as the list of names of the members of the group, stating clearly which people will be sharing which rooms.

Any client who does not settle the balance by the agreed date is considered as having cancelled the holiday. This particular service shall once more be open to purchase and no reimbursement shall be made.

#### **Article 6 – Vouchers**

Upon receipt of the balance, the booking service shall send the client the vouchers to be given to the various service providers when he or she arrives, and where relevant during the stay.

#### **Article 7 – Arrival**

The group must arrive on the day and at the time mentioned on the voucher (s).

In the case of a late or delayed arrival, or should the client be unable to leave at the last minute, the client must directly inform the service provider whose address and telephone number appear on the voucher (s).

Any services not enjoyed due to this lateness shall remain payable and can in no way lead to reimbursement of any kind.

#### **Article 8 – Cancellation**

Any cancellation must be notified by recorded delivery letter or telegram to the booking service. The cancellation of the holiday by the client implies that, in addition to the administrative costs, the following sums shall also remain payable:

a) For individuals in a group:

- cancellation more than 30 days before the beginning of the holiday: 10% of the price of the holiday,
- cancellation between the 30<sup>th</sup> and 21<sup>st</sup> days inclusive: 25% of the price of the holiday,
- cancellation between the 20<sup>th</sup> and 8<sup>th</sup> days inclusive: 50% of the price of the holiday,
- cancellation between the 7<sup>th</sup> and 2<sup>nd</sup> days inclusive: 75% of the price of the holiday,
- cancellation less than 2 days before: 90% of the price of the holiday.

Should the client not arrive for the holiday at all, no reimbursement whatsoever shall be made.

b) Of a group as a whole:

- Up to 60 days before the start of the service: €23/person,
- between 30 and 21 days: 25% of the flat rate/person,
- between 20 and 8 days: 50% of the flat rate/person,
- between 7 and 2 days: 75% of the flat rate/person,
- less than 2 days before the start or if the group does not arrive at all: 100% of the flat rate/person.

### **Article 9 – Curtailing of the holiday**

Should the client curtail the holiday, no reimbursement whatsoever shall be made.

### **Article 10 – Insurance**

The Service Loisirs Accueil reminds the customer that he or she have the possibility of taking out an insurance contract to cover the consequences of a cancellation due to various causes

### **Article 11 – Modification by the booking service of an important element of the contract**

Refer to article 101 of the general terms and conditions of sale opposite.

### **Article 12 – Cancellation due to the vendor**

Refer to article 102 of the general terms and conditions of sale opposite.

### **Article 13 – Inability of the vendor to provide the services scheduled in the contract during the holiday**

Refer to article 103 of the general terms and conditions of sale opposite.

## **Article 14 – Claims**

Any claim relating to the non-execution or inadequate execution of the contract must be sent to the booking service as rapidly as possible by recorded delivery mail and may also be sent in writing to the holiday organiser and the agents involved with the service concerned.

## **Article 15 – Hotels**

The rates include the hiring of the room and breakfast, or half-board, or full board. Unless otherwise specified, the drinks with meals are not included. When a client occupies a room designed for two persons, he/she will be invoiced a supplement called “single room supplement”. On the day of departure, the room must be vacated before noon.

## **Article 16 – Professional Civil Liability Insurance**

The client is liable for any damage occurring through his/her fault. He/she is requested to check whether he/she is covered by any personal insurance policy covering vacations (this insurance is not offered by the booking service).

The Hauts-de-Seine Tourist Board has taken out a Professional Civil Liability insurance contract with Axa with total coverage of € 2,349,255 per insurance year and per insured loss, covering bodily injury, material and intangible damage, under contract n° 2587458204, in order to cover the Tourist Board for any Professional Civil Liability it may incur.

## **Hauts-de-Seine Départemental Tourist Board**

Legal form: Association under the Act of 1901

SIRET N°: 435 329 602 00013

Authorisation n°: AU 092040001

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Edition for September 2006

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Boulogne-Billancourt – CAVDS

*In accordance with the "IT Technologies and Civil Liberties" Act, the personal information given in the booking process is obligatory. You have the right to access and rectify this information. To do so, contact the booking service. Unless otherwise stipulated, this information may be used for commercial purposes.*