

## GENERAL TERMS AND CONDITIONS OF SALE – valid as from 01<sup>st</sup> October 2017

These general terms and conditions apply to all the services provided by the organiser as part of tourist packages. The brochure, quote, proposal, programme of the organiser constitute the prior information referred to in article R211-7 of the "Code du tourisme". Consequently, in the absence of provisions to the contrary specified on the front of the present document, the characteristics, specific terms and conditions and price of the trip as indicated on the brochure, quote, proposal of the organiser, will be binding upon the the booking form being signed. Articles L121-18 and 19 of the "Code de la consommation" relating to online and distance selling also apply.

**Article R211-5.** Subject to the exclusions set out in the second paragraph of articles (a) and (b) of article L.211-8, any offer or sale of travel or holiday services shall give rise to the delivery of relevant documents complying with the rules described in the present section. In respect of the sale of air travel tickets or air travel tickets on any regular airline not accompanied by associated services, the vendor shall provide the buyer with one or more travel tickets for the entire journey, issued by the carrier or under its 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 different components of a same tourist package does not relieve the vendor of its obligations hereunder.

**Article R211-6.** Prior to the signing of the contract, the vendor must communicate to the consumer in writing, on a support bearing the company's name, address and details of its operating license, all information regarding the prices, dates and other components of the services provided during the journey or stay such as:

- 1° The destination and the means, characteristics and categories of transport used;
- 2° The type of accommodation, its location, level of comfort and main characteristics, its tourist certification and classification under the regulations or common practices of the destination country;
3. The meals offered;
- 4° A description of the itinerary in the case of a tour;
- 5° The administrative and sanitary formalities to be completed, especially in the case of border crossings, as well as the deadlines for completing such formalities;
- 6° The visits, excursions and other services included in the package or which may be provided at an extra cost;
- 7° The minimum or maximum size of the group required for the journey or stay, and, where the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer of any cancellation of the journey or stay; such date may not be set at less than 21 days prior to the date of departure;
- 8° The amount or percentage of the price to be paid as a deposit upon the signature of the contract as well as the payment schedule of the remaining balance;
- 9° The terms and conditions of any revision of the prices, as provided for in the contract pursuant to article R211-10;
- 10° The contractual conditions of cancellation;
- 11° The conditions of cancellation specified in articles R211-11, R211-12 and R211-13;
- 12° The details regarding the risks covered and the amounts guaranteed under the insurance policy covering the professional civil liability of the vendor;
- 13° Information concerning the optional subscription to an insurance policy covering the consequences of cancellation in specific cases or to an assistance contract covering certain specific risks, especially repatriation costs in the event of accident or illness;
- 14° Where the contract includes the provision of air transport services, the information, for each flight leg, specified in articles R211-5 and R211-8;

**Article R211-7.** The prior information provided to the consumer is binding upon the vendor, unless the latter has, therein, expressly reserved the right to modify certain elements. The vendor shall, in such case, clearly indicate manner in which such modification may occur and in respect of which elements. In any case, the modifications made to the prior information must be communicated to the consumer before the conclusion of the contract.

**Article R211-8.** The contract concluded between the vendor and the buyer must be in writing, drawn up in two counterparts, with one counterpart, signed by both parties, being remitted to the buyer. When the contract is concluded by electronic means, articles 1369-1 to 1369-11 of the civil code shall apply. The contract shall contain the following clauses:

- 1° The name and address of the vendor, its guarantor and insurer as well as the name and address of the organiser;
- 2° The travel destination(s) and, in the case of a split stay, the different periods and their respective dates;
- 3° The means, characteristics and categories of transport used, the dates and places of departure and return;
- 4° The type of accommodation, its location, level of comfort and main characteristics and its tourist certification and classification under the regulations or common practices of the destination country;
- 5° The meals offered;
- 6° The itinerary in the case of a tour;
- 7° The visits, excursions and other services included in the total price of the journey or stay;
- 8° The total price of the services invoiced and an indication of any possible revision of same pursuant to the provisions of article R211-10;

9° The indication, if applicable, of any fees or taxes pertaining to certain services such as landing, disembarkation or boarding taxes at ports and airports and tourist taxes where they are not included in the price of the service(s) provided;

10° The schedule and terms of payment of the price; the final instalment paid by the buyer may not be lower than 30% of the price of the journey or stay and shall be made upon the delivery of the documents allowing the journey or stay to take place;

11° The specific conditions requested by the buyer and accepted by the vendor;

12° The terms and conditions under which the buyer may make a claim against the vendor for breach of contract. Such claim shall be made as soon as possible, by any means which would permit an acknowledgement of receipt to be obtained from the vendor, and if appropriate, communicated in writing to the relevant travel organiser and service provider;

13° The deadline by which the vendor must inform the buyer in case of the cancellation of any journey or stay which is subject to a minimum number of participants, in accordance with the provisions of clause 7 of article R211-6;

14° The contractual conditions of cancellation;

15° The conditions of cancellation provided for in articles R211-11, R211-12 et R 211-13;

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

17° The details concerning the insurance policy covering the consequences of cancellation in specific cases subscribed to by the buyer (policy number and name of the insurer) as well as those concerning the assistance contract covering certain specific risks, especially repatriation expenses in case of accident or illness; in such case the vendor shall deliver to the buyer a document specifying at least the risks covered and the risks excluded;

18° The deadline by which the vendor must be informed if the contract is transferred/assigned by the buyer;

19° The undertaking to provide to the buyer, the following information at least 10 days prior to the scheduled departure date:

a) The name, address and telephone number of the vendor's local agency or, alternatively, the names, addresses and telephone numbers of local organisations which could assist the consumer in case of difficulty, or alternatively, the telephone number through which the vendor may be urgently contacted;

b) For journeys and stays of minors abroad, a telephone number and an address where the child or the person responsible for his stay in the foreign country may be contacted directly.

**Article R211-9.** The buyer may transfer/assign his contract to a transferee/assignee who satisfies the same conditions as the buyer himself to carry out the journey or the stay, provided the execution of contract has not yet started.

In the absence of a more favourable clause benefiting the transferor, the latter shall inform the vendor of his decision by any means allowing an acknowledgement of receipt to be obtained at least seven days before the beginning of the journey. In the case of a cruise, such delay is extended to fifteen days. This transfer shall not, in any event, be subject to the prior authorisation of the vendor.

**Article R211-10.** Where the contract expressly provides for the possibility of a price revision, within the parameters specified in article L211-13, it shall state the precise calculation methods, whether upwards or downwards, of the variations in price, and particularly the amount of transport costs and taxes related thereto, the currency or currencies which could affect the price of the journey or stay, the portion of the price which is subject to the variation, the rate of the currency or currencies used as benchmark to determine the price indicated in the contract.

**Article R211-11.** Where, prior to the buyer's departure, the vendor is compelled to make a change to one of the essential elements of the contract, such as a significant increase in price, the buyer may, without prejudice to his right to make a claim for any prejudice he may suffer, and after having been informed of same by the vendor by any means allowing an acknowledgement of receipt to be obtained:

- either terminate the contract and obtain, without penalty, the immediate refund of all amounts paid;

- or accept the modification or the substitution trip offered by the vendor; an addendum to the contract specifying the changes made shall then be signed by the parties; any reduction in price shall be deducted from any amounts still due by the buyer and where the payment already made by the latter exceeds the price of the modified service, the overpayment shall be reimbursed to him before his departure date.

**Article R211-12.** In the case provided for in Article L211-15, where, before the buyer's departure, the vendor cancels the trip or the stay, he shall inform the buyer by any means allowing an acknowledgement of receipt to be obtained; the buyer, without prejudice to his right to make a claim for any prejudice he may suffer, shall obtain from the vendor the immediate reimbursement of all sums paid, without any penalty; the buyer shall receive, in such case, an indemnity at least equal to the penalty which he would have had to bear had the cancellation been caused by him on such date.

The provisions of the present article shall not, in any way, constitute an obstacle to an amicable agreement being reached, by virtue of which the buyer accepts a substitution journey or stay proposed by the vendor.

**Article R211-13.** When, after the buyer's departure, the vendor is unable to provide a material part of the services stipulated in the contract, representing a non-negligible percentage of the price paid by the buyer, the vendor shall immediately take the following steps, without prejudice to any subsequent claims which may be made for any prejudice suffered:

- either offer substitution services, with all extra costs being borne by the vendor, and where the services accepted by the buyer are of inferior quality, the vendor shall reimburse the price difference to him, immediately on his return;

- or, where the vendor cannot offer any substitution services or where same are refused by the buyer for valid reasons, provide to the buyer, at no extra cost, travel tickets enabling the buyer to return to the place of departure or to such other place as may be agreed between the parties, in conditions which may be considered equivalent.

# SPECIFIC TERMS AND CONDITIONS OF SALES – valid as from 1<sup>st</sup> October 2017

## 1. Prices :

Our prices are indicated in Euros per person and are established on the basis of the prices and exchange rates in force at the time that our price lists are set and are subject to revision after same are published. Although we exercise care and attention in the preparation of our quotes, they may contain errors. The exact price shall be confirmed to the client at the time of the booking. No claim regarding the price of the services ordered shall be entertained after the return of the client. It is the client's responsibility to ensure that he is agreeable to the price prior to his departure.

Conditions applicable to babies : they are applicable for children aged 0 to 1 year (less than 2 years). It should be noted that babies are not entitled to a seat on the plane.

Conditions applicable to children : they are applicable for children aged 2 to 11 years (less than 12 years).

Our prices include the services mentioned in our quotes. Our prices do not include:

- \* Costs of formalities (vaccinations, passport or visa) ;
- \* Supplementary insurance policies such as cancellation and luggage insurance;
- \* Any personal expenses (drinks, tips, excursions, etc...);
- \* Local taxes and services in force ;
- \* Costs and guarantees requested for car rental; as well as cost of fuel.

In general, the prices are calculated at an all-inclusive package rate basis, including a package of services described in the programme. They are based on a certain number of nights and do not necessarily correspond to a predetermined number of full days or nights due to the schedules imposed by airline companies. The first and last days may happen to be curtailed by a late arrival or an early departure. In this event, no refund will be made. In general, rooms are available as from 14h00 on arrival and must imperatively be vacated, depending on each hotel, between 10h00 and 12h00 on the day of departure.

## 2. Revision of prices :

In the event of changes in economic circumstances (increase in the cost of fuel, transport, taxes and charges, exchange rate fluctuations), our company reserves the right to review its prices, both upwards or downwards, within the legal limits provided under the articles L211-13 and R211-10 of the "Code du tourisme".

During the 30 days' period immediately preceding the scheduled departure date, no change can be made to the price stated in the contract. In the event of an increase in the sale price, clients already registered will be informed by any means allowing an acknowledgement of receipt to be obtained.

Gifts for honeymoon, wedding anniversaries and the various offers indicated in the prices can change without notice on the decision of the relevant service provider.

## 3. Booking :

Booking of one of our stays implies acceptance of the conditions set out herein. The client expressly acknowledges having received all information pertaining to the stay selected through our quotation.

Where a service cannot be confirmed on the booking day, the dossier will be considered "requested". The client shall pay the deposit or the remaining balance in accordance with the conditions set out in article 4 of these specific terms and conditions of sale. The agency will inform the customer of the evolution of the "requested" above mentioned service. Where the provision of the service is confirmed, the customer will no longer be able to withdraw.

## 4. Deposit and payment :

On booking, the client shall pay a deposit of 40% and settle the balance at latest 30 days prior to the departure date. For bookings made less than one month prior to the date of departure, the client shall settle the full price the stay. Any client who does not settle the balance on the agreed date shall, at the option of the vendor, be deemed to have cancelled his stay. Cancellation fees shall be withheld in accordance with article 7 of these specific terms and conditions of sale.

## 5. Transfer of the contract :

The transferor(s) shall inform the vendor travel agent of the transfer of the contract by registered post with advice of delivery at least 7 days prior to the beginning of the journey, stating precisely the name(s) of the transferee(s) and the participants of the journey and by specifying that the latter satisfy the same conditions as the transferor to carry out the journey or stay (same type of accommodation and boarding, same number of passengers; particularly for children who must be in the same age group). Operations following a transfer of contract may incur charges; please contact us for further information.

## 6. Conditions for modification

6.1. Conditions for modification by the client :

\*Prior to the departure : any change of a booked stay will entail the following charges :

- More than 30 days prior to the departure : a charge of 40€ per person
- From 29 to 15 days prior to the departure : a charge of 50€ charge per person
- Less than 15 days prior to the departure: a charge of 70€ charge per person.

It should be noted that some occasional offers from airline companies are associated to the issue of tickets upon booking, which could be subject to more restrictive modification conditions than the conditions set out above.

Please note that depending on the selected destination, the categories of hotels, the cruises and period, more restrictive modification conditions may prevail. Such special conditions are systematically indicated on the quotes, options or sale contracts.

If the modification relates to an extension of the stay, increase in the number of participants or the purchase of additional services, change in the meal plan, only the price of such modifications will be charged.

The flight tickets are personal and non-transferable. The names specified on the tickets can under no circumstances be changed.

For end-of-year departures, modifications will be considered as cancellations (please refer to the conditions set out in paragraph 7)

In case of a change of the departure date or the destination, any modification will be considered as a cancellation and a new booking will be made and the applicable charges fees will be the same as the cancellation charges (please refer to the conditions set out in paragraph 7).

\*After the departure : the charges resulting from any modifications not approved by Travelia shall be borne by the client exclusively, as well as the cancellation fees, and the client shall not be entitled to claim any refund for unused services. Any change in the departure date shall be considered as a cancellation. The interruption of the stay shall not give rise to any refund.

## 6.2. Conditions for modification by Travelia :

Each of the items listed on the quote and the Website is subject to change by the organiser. The client shall be notified by email of such changes prior to the signing of the contract. The prices, schedules, itineraries mentioned in our programmes may be modified due to circumstances beyond our control or as a result of events caused by force majeure.

## 7. Conditions for cancellation :

### 7.1 Conditions for cancellation by the client :

Any cancellation of a booked trip will entail the following charges :

- More than 30 days prior to the departure : a charge of 50€ per person
- From 30 to 21 days prior to the departure : 25% of the total travel cost
- From 20 to 8 days prior to the departure : 50% of the total travel cost
- From 7 to 2 days prior to the departure : 75% of the total travel cost
- Less than 2 days prior to the departure : 90% of the total travel cost
- On the day of departure: 100% of the total travel cost.

It should be noted that some occasional offers from airline companies are associated to the issue of tickets upon booking, which could be subject to more restrictive cancellation conditions than the conditions listed above.

Please note that depending on the selected destination, the categories of hotels, the cruises and period (particularly during the end of year period), more restrictive cancellation conditions may prevail. Such special conditions are systematically indicated on the quotes, options or sale contracts.

In the case of cancellation of the journey by the buyer, the cancellation insurance premiums shall not be refundable. No refund shall be made if (a) the client does not present himself on the dates and locations indicated on the exchange vouchers issued by Travelia, or (b) if he fails to present the police and health documents required for the journey (passport, Visa, ID card, vaccination certificate, etc...).

## 7.2 Conditions for cancellation by Travelia :

No compensation may be claimed if the cancellation of the trip results from circumstances of force majeure or for reasons relating to the safety of travellers.

## 8. Transport :

### 8.1 Responsibility of carriers :

The liability of airline companies, their representatives, agents or employees is limited in cases of prejudice caused, complaints or claims of any kind, to air transport of passengers and their luggage exclusively, as stipulated in their general terms and conditions, an extract of which is reproduced on the air tickets which are issued in accordance with the Warsaw Convention.

### 8.2 Special conditions :

Any unused seat on the outward or return leg shall not give rise to any refund (even in cases of postponement of dates). The organisers reserve the right to change the type of airplanes, regroup in a same departure city several other departure cities, to transport the participants by land or sea or by any itinerary to the destination places.

In case of events beyond our control or air traffic delays, no indemnity shall be payable.

### 8.3 Failure to register :

Travelia shall not be held liable for a failure by the clients to register at the departure point of a long-haul flight due to a delay of airline, rail or land transfers to the airport, not organised by the company, even if such delay results from a case of force majeure, a fortuitous event or the fault of a third party.

Travelia shall also not be held liable for a failure to register in case of no show at the times mentioned in the travel notebook, or for failure to comply with the required administrative and health formalities.

## 8.4 Airports :

The name of the airport, when the city served contractually has several ones, is also included for information and may be subject to possible modifications without the latter giving rise to any compensation. In case of a change of airport in Paris (Orly and Roissy), the costs of shuttles, taxis, buses, parking, etc... shall be borne by the client.

## 8.5 Code share :

Airline companies have sharing agreements (code share) among themselves which consist of marketing a flight under their own name while it is in fact operated by another company's aircraft. Generally these agreements are concluded among companies having comparable services and reputation.

## 8.6 Loss of luggage :

The airline company's liability towards you for the loss of luggage that you have entrusted to it is limited to the amounts set out in international conventions. In case of damage or loss of luggage entrusted to the airline company, a declaration must be made to the airport authorities as soon as the client becomes aware of same. In any case, the airline company remains your only contact for settlement of the loss or damage. No luggage insurance is included in our packages.

## 9. Formalities :

It is the responsibility of the client to verify the validity of the documents and vaccines mentioned on the Website of Travelia. The administrative formalities set out on the Website are meant solely for French nationals. For minors not accompanied by their parents, an authorisation to leave the national territory is required. For all destinations requiring a passport, a minor, irrespective of his age, must hold his own passport. Consequently, Travelia cannot be liable where, despite this prohibition, an unaccompanied minor is registered, without his knowledge, to any trip.

## 10. Assistance :

Travelia representatives have been mandated to welcome clients upon their arrival and ensure a smooth journey for them. Their contact information is set out on the vouchers and the sales contract.

## 11. Claims by the client :

### 11.1 Claims relating to air transport :

The consequences of accidents / incidents which may occur during air transport are governed by the provisions of the Warsaw Convention or the local regulations of the relevant country governing domestic transport.

### 11.2 Claims related to inland services provided locally :

The clients are invited to formulate and submit their claims to the local representatives so that they can, whenever possible, provide an immediate solution to the problem raised. In case of a modification by the client and depending on availability, the additional charge is payable by the client on site to the local representatives, with the agreement with Travelia.

### 11.3 Claims after return :

Any claims related to air transport or inland services in respect of a problem could not be resolved locally shall be submitted to Travelia by email and through the travel agency within 30 days of the client's return. Failure to respect this deadline could affect the manner in which the claim is processed and a supporting document will be required. Any document which may support the claim must be sent by the client to the travel agency. Any reply from Travelia will be sent in writing to the travel agency.

## 12. Cancellation insurance :

The client is invited to inform the travel agency in writing of his cancellation, on the same day he becomes aware of his inability to travel, in order to limit the amount of cancellation charges. Details of guarantees and premiums proposed by our travel insurer are available upon request at your travel agency.

## 13. Civil liability Insurance :

Travelia has contracted an insurance policy with ALLIANZ IARD 87, rue de Richelieu, 75002 Paris, France for an amount of 2,300,000€ covering bodily injury, material and intangible damage whether consecutive or not that may be caused to the participants of the trip as a result of poor or deficient services. However Travelia may exonerate itself from all or part of its liability by proving that the breach of contract is attributable either to the client, or to the unforeseeable and insurmountable act of a third party not involved in the provision of the services stipulated in the contract, or to a case of force majeure.

By signing his sales contract and these terms and conditions, the client acknowledges having taken note of the more specific information regarding the journey he has chosen.