

# GENERAL TERMS AND CONDITIONS FOR BOOKING

## (articles R. 211-5 to R. 211-13 of Code du Tourisme)

### Article R. 211-5

Without prejudice to the exclusions provided for in the second paragraph (a and b) of article L. 211-8, any offer and any sale of travel and holiday services give rise to the relevant documents being handed over, these documents meeting the rules defined by this heading. In the case of the sale of tickets for transport by air or the sale of tickets for transport by regular services not accompanied by services linked with these transport services, the seller hands over to the purchaser one or more travel tickets for the entire journey issued by the carrier or on his own account. In the case of transport being provided on request, the name and address of the carrier on whose account the tickets have been issued, must be mentioned. The separate invoicing of the various elements making up a package does not release the seller from any obligations coming under this heading.

### Article R. 211-6

Prior to the signing of the contract in the form of a written document giving the company's name, address and indication of its official right to exercise its business activity, the seller must give the consumer all relevant information concerning the rates, dates and component parts of the services provided for the journey or the holiday such as:

1. the destination, means, nature and categories of transport involved,
2. the type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country,
3. the meals provided,
4. the description of the itinerary in the case of a tour,
5. the administrative and health formalities to be carried out especially in the case of crossing borders, together with the deadlines by which such formalities must be terminated,
6. visits, excursions and other services included in the package or which may be available against payment of a supplement,
7. the minimum or maximum size of the group enabling the journey or holiday to take place and, if the journey or holiday will only take place if there is a sufficient number of participants, the deadline by which the consumer must be informed should the journey or holiday be cancelled; this date may not be set at less than 21 days before the scheduled departure date,
8. the amount and percentage of the rate which is to be settled as a deposit on signing the contract and the dates by which the balance must be paid,
9. the rules for reviewing prices as laid down in the contract in application of article R. 211-10 of this decree,
10. the contractual terms of cancellation,
11. the terms of cancellation as defined by articles R. 211-11, R. 211-12 and R. 211-13 hereinafter,
12. all relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of travel agencies and the civil liability of non profit-making associations and organisations belonging to local tourist organisations,
13. information concerning optional insurance policies covering the consequences of certain cases of cancellation or assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident.

### Article R211-7

Any prior information given to the consumer binds the seller unless the said information states that the seller expressly reserves the right to modify certain elements therein. In this case, the seller must clearly indicate to what extent this modification may occur and regarding which elements. In all cases, the modifications made to the information given previously must be sent in writing to the consumer before the contract is signed.

### Article R211-8

The contract signed between the seller and the purchaser must be written down and drawn up in duplicate, one of which is given to the purchaser, and must be signed by both parties. It must contain the following clauses:

1. the name and address of the seller, his guarantor and insurer and the name and address of the organiser,
2. the destination(s) concerned by the journey, and, in the case of a holiday covering several stages, the various periods and dates involved,
3. the means, nature and categories of transport involved together with the dates, times and places of departure and return,
4. the type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country,
5. the number of meals provided,
6. the itinerary in the case of a tour,
7. the visits, excursions and other services included in the overall price of the journey or holiday,
8. the total price of the services invoiced and indication of any possible review in the invoicing by virtue of the provisions laid down in article R. 211-10 hereinafter,
9. indication, if relevant, of any duties or taxes connected with certain services such as landing tax, boarding or disembarking tax in ports and airports and tourist tax, when these are not included in the price of the service(s) provided,
10. the deadlines and rules for the payment of the rates; in all cases, the last instalment made by the purchaser cannot be less than 30% of the price of the journey or holiday and must be settled when the documents enabling the consumer to travel or take his/her holiday are handed over,
11. the special conditions requested by the purchaser and accepted by the seller,
12. the rules by which the purchaser can make a claim towards seller for the non-execution or inadequate execution of the contract, this claim must be sent as quickly as possible by recorded delivery mail and written notification thereof given, if necessary, to the travel organiser and the persons providing the service in question,
13. the deadline by which the seller must inform the purchaser in the case of cancellation of the journey or holiday, where the journey or holiday shall only take place if the minimum number of participants is reached, in accordance with the provisions in point 7 of article 96 hereinafter,
14. the contractual terms of cancellation,
15. the terms of cancellation as defined by articles 101, 102 and 103 hereinafter,
16. all relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of the seller,
17. information concerning optional insurance policies covering the consequences of certain cases of cancellation (policy number and name of the insurance company), and assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident; in this case, the seller must give the purchaser a document stating, at the very minimum, the risks covered and the risks excluded,
18. the deadline by which the seller must inform the purchaser in the case of a transfer of contract,
19. an undertaking to provide the purchaser in writing with the following information at least ten days before the scheduled date of departure:
  - a) the name address and telephone number of the local representative of the purchaser, or, failing this, the names, addresses and telephone numbers of the local organisations which may help the consumer should any difficulties arise, or failing this, a telephone number which will enable the consumer to contact the purchaser in the case of emergency,
  - b) regarding journeys and holidays abroad for minors, a telephone number and address whereby direct contact can be made with the child or the person in charge during his/her holiday.

### Article R. 211-9

The purchaser may transfer the contract to a transferee who fulfils the same conditions as the purchaser himself/herself to benefit from the journey or holiday, as long as the contract has not yet taken effect. Notwithstanding any statement more favourable to the transferor, the transferor is bound to inform the purchaser of his decision by recorded delivery letter at least seven days before the beginning of the journey. In the case of a cruise, this period is extended to fifteen days. This transfer is in no way subject to the prior authorisation of the seller.

### Article R. 211-10

When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article L. 211-13, it must mention the precise means of calculation for both rises and reductions in the prices and in particular concerning transport costs and related taxes; currency(ies) which may affect the price of the journey or the holiday; the percentage of the price affected by the variation; the currency rate taken into account when drawing up the prices given in the contract.

### Article R. 211-11

When, before the departure of the purchaser, the seller has no choice but to modify one of the key elements of the contract, such as a significant rise in prices, the purchaser, without prejudice to his/her right to compensation for any damage which may be incurred, and after being so informed by the seller by recorded delivery mail, may:

- either cancel the contract and obtain the immediate reimbursement of all sums paid without any penalty whatsoever,
- or accept the modification or the substitution journey proposed by the seller: an amendment to the contract stipulating the said modifications will then be signed by both parties. Any reduction in the price is deducted from any amounts remaining due by the purchaser, and, if the payments already made exceed the price of the modified service offered, the excess amount must be settled in his/her favour before the date of departure.

### Article R. 211-12

In the case provided for in article L. 211-15, when, before the departure of the purchaser, the seller cancels the journey or holiday, he/she must inform the purchaser by recorded delivery mail; without any prejudice to his/her right to claim compensation for any damage which may have been incurred, the purchaser should receive the immediate reimbursement of the sums paid from the seller without any penalty being incurred; in this case, the purchaser receives an indemnity which is at least equal to the penalty he/she would have had to have paid should the cancellation have been made at his/her bidding at this date.

The provisions laid down in this article shall not hinder in any way the signing of a friendly settlement, the purpose of which would be the purchaser's acceptance of a substitution journey or holiday proposed by the seller.

### Article R. 211-13

When, after the departure of the purchaser, the seller is not in a position to provide a sizeable part of the services scheduled in the contract, representing a significant percentage of the price paid by the purchaser, the seller must take the following measures immediately without prejudice to his/her right to claim for any damage which may be incurred:

- either to propose services replacing the scheduled services and possibly accepting to pay any supplement in terms of price, and, if the services accepted by the purchaser are inferior in quality, the seller must reimburse the difference in price as soon as the purchaser returns home,
- or, if the seller cannot propose any substitution service or if the said services are refused by the purchaser for valid reasons, to provide the purchaser travel tickets, without any supplement to the price, to ensure his/her return home in conditions which may be considered as being equivalent, to the place of departure or any other place accepted by both parties.

## SPECIFIC BOOKING CONDITIONS

### • BOOKING SERVICES "AGENCES DE RESERVATION TOURISTIQUE"

The booking services "Agences de reservation Touristique" has been set up to ensure the booking and sale of all types of leisure and reception services, especially in rural areas. It facilitates the task of the public by offering a wide selection of services and ensuring a fast, trustworthy booking service. Booking services "Agences de reservation Touristique" work in the interest of the general public and is available for all the types of agents providing a service who are members of this organisation.

### • INFORMATION

This brochure constitutes the offer mentioned previously in the general conditions herewith and binds Booking Service "Bas-Rhin Réservation". However, since this brochure was published on 1st January 2011, modifications may naturally be made in the number and nature of the services offered. In accordance with article R 211-7 of the general conditions given here above, should any modifications be made, they shall be brought to the client's notice in writing by Booking Service "Bas-Rhin Réservation" before the contract is signed.

### • LENGTH OF HOLIDAY

The client signing the contract stipulating a set length of time may not under any circumstance insist on any right to remain on the premises at the end of the holiday.

### • LIABILITY

Booking Service "Bas-Rhin Réservation" is liable under the terms of article L. 211-17 which stipulates the following: *"any natural or artificial person who is involved in the operations mentioned in article R 211-5 is rightfully 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 providing a service, 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."*

### • BOOKINGS

According to the number of places free, the booking is only deemed to be firm when advance payment amounting to 50% of the total sum (incl. administration costs) has been settled and a copy of the booking contract signed by the client has been sent back to Booking Service "Bas-Rhin Réservation" before the date stipulated on the contract.

### • PAYMENT OF THE BALANCE

The client must pay the booking department the balance of the services agreed to and remaining owing at least one month prior to the beginning of the holiday notwithstanding article R. 211-8, paragraph 10. Any client who does not settle the balance by the agreed date is considered as having cancelled the holiday. This holiday is once more open to purchase and no reimbursement shall be made.

### • LATE BOOKINGS

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 is required, notwithstanding article 98 of the general terms and conditions of sales hereabove.

### • VOUCHERS

Upon receipt of the balance, Booking Service "Bas-Rhin Réservation" will send the client the vouchers to be given to the various agents providing a service during the holiday, or acknowledgement of receipt.

### • ARRIVAL

The client must arrive on the day and at the time mentioned on the contract or the voucher. In the case of a late or delayed arrival, or should the client be unable to leave at the last minute, the client must inform the agent whose address and telephone number appear on the voucher. Any services not enjoyed due to this lateness must be paid for and can in no way lead to reimbursement of any kind.

### • CANCELLATION BY THE CLIENT

Any cancellation must be notified by recorded delivery letter or telegram to Booking Service "Bas-Rhin Réservation". The cancellation of the holiday by the client implies that the client shall not be reimbursed for a certain amount which varies according to the type and date of the holiday, plus the administrative and insurance costs. Unless otherwise stipulated, the following is valid:

- Cancellation occurring more than 30 days before the beginning of the holiday: 10% of the total cost of the holiday shall be retained.
- Cancellation occurring between the 30th and the 21st day inclusive before the beginning of the holiday: 25% of the total cost of the holiday shall be retained.
- Cancellation occurring between the 20th and the 8th day inclusive before the beginning of the holiday: 50% of the total cost of the holiday shall be retained.
- Cancellation occurring between the 7th and the 2nd day inclusive before the beginning of the holiday: 75% of the total cost of the holiday shall be retained.
- Cancellation occurring less than 2 days before the beginning of the holiday: 90% of the total cost of the holiday shall be retained.

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

If a cancellation insurance policy has been taken out when booking the holiday, refer to the insurance information sheet enclosed with the contract.

### • MODIFICATION BY BOOKING SERVICE "Bas-Rhin Réservation" OF AN IMPORTANT ELEMENT OF THE CONTRACT

Refer to article R. 211-11 of the general terms and conditions of sale hereabove.

### • CANCELLATION DUE TO BOOKING SERVICE "Bas-Rhin Réservation"

Refer to article R. 211-12 of the general terms and conditions of sale hereabove.

### • INABILITY OF BOOKING SERVICE "Bas-Rhin Réservation" TO PROVIDE THE SERVICES SCHEDULED IN THE CONTRACT DURING THE HOLIDAY

Refer to article R. 211-13 of the general terms and conditions of sale hereabove.

### • CURTAILING OR MODIFICATION OF THE HOLIDAY DUE TO THE CLIENT

Should the client curtail the holiday, no reimbursement shall be made unless the reasons for curtailing the holiday are covered by the cancellation insurance policy taken out by the client. Excepting prior agreement by Booking Service "Bas-Rhin Réservation" the client may not alter any element of the holiday on his/her own account. The cost of any modifications not accepted by Booking Service "Bas-Rhin Réservation" remain entirely due by the client, without him/her being able to claim any reimbursement for the services he/she has not enjoyed through his/her own modifications.

### • ACCOMMODATION

The rates include the hiring of the room and breakfast, or breakfast and evening meal, or full board. Unless otherwise specified, drinks are not included. When a client occupies a room designed for two persons, he/she will be invoiced a supplement for a single room. On the day of departure, the room must be vacated before midday.

### • MODIFICATION TO THE NUMBER OF PERSONS ON THE CONTRACT

The contract is drawn up for a precise number of persons. Should this number be different, Booking Service "Bas-Rhin Réservation" reserves the right to modify or cancel the contract. If the number of participants exceeds the accommodation capacity, the agent concerned may refuse the non-registered, additional clients since the contract is deemed to have been breached by the client. In this case, the price of the service remains in the possession of Booking Service "Bas-Rhin Réservation".

### • PETS

Any client bringing a pet must first obtain the prior agreement of Booking Service "Bas-Rhin Réservation". The contract stipulates whether the pet may stay with the client or not.

### • BIKE HIRE

Bike hire may be offered for certain holidays. These bikes are hired to the client in good repair, the client being liable for the bike entrusted to him/her. A deposit may be required. The purpose of the deposit is to cover the consequence of any damage being caused. The amount of the deposit is specified on the booking contract. It shall be settled by the client to the agent in question when the bike is made available. The deposit shall be restored to the client once the bike is returned to the agent who shall check the overall condition of the bike and deduct any damage caused by the client. If the bike is returned on a day or at a time outside the agent's working hours, the agent undertakes to send the deposit back to the client within one week, deducting any amount to cover damage to the bike caused by the client.

### • TRANSFER OF CONTRACT BY THE CLIENT

Refer to article R. 211-9 of the general terms and conditions of sale hereabove. The contract is conveyed at cost price by the transferor to the transferee. The transferor alone is indivisibly liable towards the seller for the payment of the balance of the amount due and any supplementary costs incurred due to the transfer.

### • 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. If this is not the case, he/she is strongly advised to take out an insurance policy. The amounts guaranteed by this personal insurance in no way constitute a limit in terms of liability.

Booking Service "Bas-Rhin Réservation" provides the client with the possibility of taking out an insurance policy covering the consequences of certain cases of cancellation and assistance. The content of the guarantees and exclusions is given in a document which shall be handed to the purchaser when he/she takes out a policy. Booking Service "Bas-Rhin Réservation" is insured in terms of the professional civil liability as mentioned elsewhere.

### • CLAIMS

Any claim relating to the non-execution or inadequate execution of the contract must be sent to Booking Service "Bas-Rhin Réservation" 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.

Claims concerning the state of the accommodation provided must be reported to Booking Service "Bas-Rhin Réservation" within 48 hours of arrival.

### • LIABILITY

Booking Service "Bas-Rhin Réservation" has taken out an insurance policy with AXA France IARD SA, amounting to 9.800.000 euros per annum and per accident covering physical injury and intangible and material damage, contract n° 36700052291487 covering the consequences of professional civil liability.

Published 1st January 2011. In accordance with the act regarding "computing and liberty", it is compulsory to give names when completing the booking file. You may exert your right to access and correct the information with Booking Service "Bas-Rhin Réservation" and unless other stipulated specifically, this information may be transferred on a commercial basis.