



## Online booking of a stay in a Gîtes de France® accommodation Sales conditions

### Conditions are applicable to all bookings

#### **The parties of the contract**

“You” or “the Client” or “the Buyer” designates all users of the present website, who reserves, orders, and/or buys a Product or Service proposed. You may only use this Website if You are of age and capacitated to sign contracts that engage your responsibility. You will be financially responsible for all use of the Website.

The Services sold on the present Website are reserved for private individuals. Groups and professionals must contact the Vendor directly.

“We” or “the Vendor” designates the central booking agency:

**Registered company name : SCIC SA sudfrance .fr**

**Anonymous cooperative with variable capital**

**Domiciled at 78 ter rue Barbacane – 1100 CARCASSONNE (France)**



offering accommodation for rent in the name of its principals, and committing to respect the following professional regulations: Article 68 of the decree of 1972 ([ANNEX 1, page 5](#)) modified for the rent of guesthouses without packages, Articles 95 to 103 of the decree of 1993 ([ANNEX 2, page 6](#)) for travel and tourism packages.

#### **Object of the contract**

\_\_\_\_\_ : The object of the present contract is to insure the remote electronic booking of a stay in accommodation approved by Gîtes de France®, labelled by the *Relais Départemental des Gîtes de France de l'Aude*. In no case will our responsibility be engaged in the case of the use of these contracts by third parties or for purposes other than tourism.

**Taking an option online:** The present Website enables You to take an option for the booking of a stay in a Gîtes de France® whose period of validity is mentioned on the contract proposal emitted by the Vendor. Subject to the dispositions of the present sales conditions, when You take your option You may pay all or part of the price of the stay online by indicating your banking information. Nonetheless, the “taking an option” module does not allow for the conclusion of the contract online. On reception of your option, We will send you a booking contract that You must return signed, accompanied if necessary by your payment. **Important: before the date specified when You take your option and figuring upon the contract, we must have received your signed contract as well as your payment so that your booking is made definitive.** Failing this, your booking will be deemed non-confirmed and the Vendor will put the stay back on sale.

**On-line booking:** After having made a selection and having “clicked” upon the “booking” button, the Client will see a window that recapitulates the elements of the booking and that proposes a cancellation insurance. A second window then recapitulates all the specific elements figuring upon the contract that the Client must confirm. The Client is then invited to complete a page of personal data that are validated by the “validate” button. A new window appears, proposing the on-line payment.

The automatic recording systems put in place by the Vendor are considered to have the value of proof of the conclusion of the present booking contract.

The Client will receive a confirmation of the order by electronic mail. This confirmation recapitulates the essential characteristics of the booking, its price and its means of payment. The contents of these booking confirmations is archived in our care. They are considered to have value of proof of the Client’s consent with the current contract and its date.

#### **The means of payment of the price of the Service**

On-line payment by means of a bank card enables You to reserve your stay on-line and immediately in a definite manner. If the interval between the date of the booking and the date of the beginning of the stay is inferior to seven days, this is not sufficient for making a payment by cheque or by money order. Consequently, below seven full days, only payment by means of a bank card will be proposed to You.

For taking an option, payment may be made by any means: cheque, money order, transfer, bank card...

**Non-transference of the contract:** Unless the present sales conditions are applied, the present contract is concluded *intuitu personae* and cannot be transferred.

**Capacity of accommodation:** The contract is established for a specific capacity of persons. If the number of holidaymakers surpasses the accommodation capacity, the Service provider may refuse the supplementary Clients. All modification or breaching of the contract will be deemed to be on the Client's initiative.

**Domestic animals:** The contract specifies whether or not the Client may stay in the company of a domestic animal. In the case of the non-respect of this clause by the Client, the Service provider can refuse the stay. In this case, no reimbursement will be carried out.

**Cancellation by the Client:** Any cancellation must be notified to the booking service by registered letter.

a/ You dispose of a cancellation insurance: refer to the attached insurance form.

b/ You do not dispose of a cancellation insurance: for all cancellations made by the Client, the sum reimbursed to him/her by the booking service, except the file expenses (if these were charged during the booking) will be as follows:

cancellation more than thirty days before the beginning of the stay: ten percent of the cost of the stay will be retained;

cancellation between thirty and twenty-one days inclusive before the beginning of the stay: twenty-five percent of the cost of the stay will be retained;

cancellation between twenty and eight days inclusive before the beginning of the stay: fifty percent of the cost of the stay will be retained;

cancellation between seven and two days inclusive before the beginning of the stay: seventy-five percent of the cost of the stay will be retained;

cancellation less than two days before the beginning of the stay: ninety percent of the cost of the stay will be retained.

Should the Client not present him/herself, no reimbursement will be effectuated.

**Interruption of the stay:** In the case of the interruption of the stay by the Client, no reimbursement will be made unless the reason of the interruption is covered by the cancellation insurance that the Client may dispose of.

**Cancellation by the Vendor:** When the booking service cancels the stay before the date forecast for the beginning of the stay, it must inform the Buyer by registered letter with acknowledgement of receipt. The Buyer will be reimbursed immediately and without penalty on the amounts paid. He/she will furthermore receive a compensation that is at least equal to the penalty he/she would have received if the cancellation had been made at this date by him/her. These dispositions do not apply when an agreement is reached whose object is the Buyer's acceptance of a substitution stay proposed by the Vendor.

**Modification of a substantial element:** If before the forecast date of the beginning of the stay, the booking service is obliged to effectuate a modification to one of the essential elements of the contract, the Buyer can, after having been informed of this by the Vendor by means of a recommended letter with acknowledgement of receipt:

either terminate the contract and obtain the immediate reimbursement of the monies paid without penalty;

or accept the modification or the substitution of the location of the stay proposed by the Vendor: the parties then sign a codicil to the contract, specifying the modifications. Any reduction of the price is made as a deduction of the remaining sums eventually owed by the Buyer, and if the payment already made by the latter surpasses the price of the modified Service, the surplus amount will be restored to the Client before the beginning of his/her stay.

**During the stay the Vendor is unable to provide the Services stipulated in the contract:**

When, during the course of the stay, the Vendor is unable to provide a substantial part of the Services stipulated by the contract, representing a substantial percentage of the price paid by the Buyer, the booking service will propose a stay in substitution of the forecast stay, eventually covering the entire price supplement. If the stay accepted by the Buyer is of inferior quality, the booking service will reimburse the price difference before the end of the stay. If the Vendor cannot propose a replacement stay or if this stay is refused by the Buyer for valid reasons, the former will pay the latter compensation calculated upon the same bases as for a cancellation by the Vendor.

**The Responsibility of the Client:** It behoves You to verify that the information that You provide during your inscription, or at any other time, is exact and complete. It is under your responsibility to ensure that the coordinates that You communicate during your booking are correct and that they will enable You to receive the confirmation of your booking. If You were not to receive this confirmation, it behoves You to contact the Vendor. For the correct assessment of your file You must immediately inform the Vendor of any modification made to the information provided during your inscription.

**The responsibility of the Vendor:** The Vendor offering Services to a Client is the only interlocutor of this Client and is answerable to him for the execution of the obligations derived from the present sales conditions. The Vendor cannot be held responsible for fortuitous cases, cases of *force majeure* or those caused by persons alien to the organisation and to the progress of the stay.

**The use of the French language and the primacy of French:** In agreement with the 94-664 Act of 4<sup>th</sup> August 1994, the offers presented upon the present Website aimed at French Clients are drafted in the French language. Commercial translations in foreign languages of all or part of the sections figuring upon the present Website can however be available. The parties agree that the version in the French language has primacy over all the commercial translations drafted in another language.

**Use of the Website:** The present Website proposes the booking of stays in accommodation certified by Gîtes de France<sup>®</sup>, labelled by the *Relais Départemental des Gîtes de France de l'Aude*, in the name of the *Fédération Nationale des Gîtes de France et du Tourisme Vert*<sup>®</sup>. The Website's purpose is to assist You in the search for Products and Services related to travel, and to effectuate the appropriate bookings or all other transactions. Fraudulent use, or use that contravenes the present Sales Conditions, can entail the refusal, at any moment, by "name of the central agency" of access to the Services proposed upon this Website.

**Intellectual property:**

**Our commitment:** The editing of information on-line is subject to the same legal regulations as traditional editing. The contents of the present Website are therefore controlled by various texts that give the internet reader certain rights and duties. The vendor and editor of the present Website commits to respecting the valid editorial regulations and to do all to ensure the validity of the information brought to public knowledge. He/she authorises the reader to print all or part of the contents proposed upon the Website for strictly personal use.

**The Client's commitment:** The Client commits to respecting the intellectual property regulations of the various contents proposed on the Website, which implies that he/she commits not to reproduce, summarise, modify, alter or diffuse, without specific prior authorisation from the owner of the Website, any article, title, application, software, logo, brand, information or illustration for a use other than a strictly personal use, which excludes all reproduction for professional, lucrative, or mass diffusion purposes. He/she commits not to copy all or part of the Website onto another support. The non-respect of these imperative commitments engages the civil and penal responsibility of the offender.

**Protection of personal information:** In agreement with the *Loi Informatique et Libertés* (Computers and Liberty Act) of 6<sup>th</sup> January 1978, You dispose at all times of a right of access, rectification and suppression of personal information pertaining to You. If You wish to exercise this right, You must either write to us or make the request via "email". The data recorded on the forms available on the present Website remain confidential to the Vendor.

**Territorial nature of the applicable legislation and of the jurisdictional competences:** The parties agree that French law governs the present contract, including everything concerning the definition of jurisdictional competences.

**Proof:** It is specifically agreed that, apart from manifest error committed by the Vendor, the data contained in the information system of the Vendor and/or their Partners have the force of proof with regards to the orders made. The data on computer or electronic media conserved by the Vendor constitute proof and, if they are produced as a means of proof by the Vendor in any legal procedure, they will be receivable, valid and may be used as evidence by the parties in the same manner, in the same conditions and with the same force of proof as any document that is established, received and conserved in writing.

**Expressing complaints – Resolving disputes – Dishonest Clients:** All complaints concerning the electronic booking procedure may be addressed to the central booking agency. All complaints concerning the inventory and statement of state of repair and the state of the description of the accommodation must be submitted to the booking service within three days of having entered the accommodation. All other complaints must be addressed in writing with no delay. In the case of a persisting disagreement, disputes may be submitted to the quality control service of the *Fédération Nationale des Gîtes de France et du Tourisme Vert*<sup>®</sup>, who will strive to reach an informal agreement. When the booking service, in its quality as a proxy, is called upon in the owner's name to pay off the Client, the latter subrogates it in the rights and actions that it has with the owner. The Vendor reserves the right to cancel or to refuse all order from a Client with whom there exists a dispute concerning the payment of a prior debt.

## **Specific conditions applying to the booking of a stay in a rural guesthouse**

The conditions appearing in the present chapter complement the conditions that apply to all bookings.

### **The payments dates of the price of the stay:**

In in agreement with Article 68 of the decree 72-678 of 20<sup>th</sup> July 1972 modified, the bookings of seasonal renting made by an intermediary cannot be the object of any payment more than six months before the entry into the accommodation. Consequently, the bookings of a stay in a rural guesthouse effectuated more than six months before the entry into the accommodation will not give rise to any payment before the expiry of this period. At the end of this period You will be invited to settle your account.

For bookings made between six months and thirty days before the beginning of the stay, the payment of a deposit of twenty-five percent of the price of the stay will be required when concluding the contract. The balance will be due thirty days before the beginning of the stay: at this moment, You will be invited by mail to pay off this sum.

For bookings made less than thirty days before the beginning of the stay, the total price of the stay will be demanded when concluding the contract.

**Prices:** Prices are indicated in each description and correspond to the global cost of the rent of the guesthouse. It is a weekly (from four o'clock on Saturday afternoon to ten o'clock Saturday morning) or weekend rate.

**Revocation period:** The reservations being realized for definite date, the customer does not benefit from the right(law) of retraction in application of the article L121-20 of the Code of the Consumption, according to the article L121-20-4 of the same code.

**The arrivat** The Client must arrive on the specified day and at the times mentioned in the present contract or on the acknowledgement of receipt. In the case of a late or delayed arrival or of a last-minute unforeseen difficulty, the Client mst notify the service provider (or owner) whose address and telephone number appears on the exchange voucher or on the description file.

**Inventory and statement of the state of repair:** An inventory is jointly established and signed by the Client and the owner or his/her representative on arrival and on departure from the guesthouse. This inventory constitutes the only reference in the case of a dispute concerning the inventory and statement of the state of repair. The Client is held to make use of the rented asset with due diligence. The state of cleanliness of the guesthouse on the Client's arrival must be recorded in the inventory and statement of the state of repair. The cleaning of the premises is at the holidaymaker's charge during the rent period and before his/her departure. The sum of the eventual cleaning costs is established on the base of the calculation mentioned in the descriptive file.

**The guarantee deposit:** when the Client arrives upon the location of the stay the owner requests a guarantee deposit, whose amount is indicated on the descriptive file. After the contradictory establishing of the inventory and statement of the state of repair on departure, this deposit is restored, after the deduction of the cost of restoring the state of the premises if degradations are observed. In the case of an anticipated departure, (that is, prior to the times mentioned in the descriptive file) that would prevent the drawing-up of the inventory and statement of the state of repair on the day of the Client's departure, the guarantee deposit is returned by the owner in a period not exceeding one week.

**The payment of expenses:** At the end of the stay, the Client must settle the expenses that are not included in the price with the owner. Their sum is established on the base of the calculation mentioned in the descriptive file and the owner presents a receipt.

**Insurances:** The Client is responsible for all damages occurring by his/her hand. He/she must be insured by a holiday insurance contract for these various risks.

## **ANNEX 1**

### **Article 68**

of decree number 72-678 of 20<sup>th</sup> July 1972, modified by decree number 2005-1315 of 21<sup>st</sup> October – Art. 43 (JORF 23.10.2005 in vigour on 01.01.2006)

The payments accompanying the booking of a seasonal rent as stipulated in the 1<sup>st</sup> Article (1) of the aforementioned Act of 2<sup>nd</sup> January 1970 cannot intervene more than six months before the handing over of the keys nor can they exceed twenty-five percent of the total cost of the rent. The balance may only be demanded one month at most before the entry into the premises.

Notification of these payments is given to the owner or lessor in the conditions stipulated in the contract.

## **ANNEX 2**

Reproduction of Articles 95 to 103 of Title VI of decree number 94-490 of 15<sup>th</sup> June 1994 taken in application of Article 31 of Act number 92-645 of 13<sup>th</sup> July 1992 establishing the conditions of the exercise of activities relative to the organisation and the sale of travels or stays.

### **Article 95**

Subject to the exclusions established in the second paragraph (a and b) of Article 14 of the aforementioned Act of 13<sup>th</sup> July 1992, all offers and all sales of travel or stay services give rise to the presentation of appropriate documents that respond to the regulations defined by the present title. In the case of the sale of air travel tickets or of travel tickets for regular lines that are not accompanied by services linked to these travels, the vendor will deliver to the buyer one or more tickets of passage for the entire journey emitted by the transporter or under its responsibility. In the case of transport by request, the name and the address of the transporter, on whose account the tickets are emitted, must be mentioned. The separate billing of the various elements of a same tourism package does not make the vendor exempt of the obligations that are put upon him by the present title.

### **Article 96**

Prior to the conclusion of the contract and on the basis of a written medium bearing his company name, his address and the indication of his administrative authorisation to exercise, the vendor must communicate to the consumer the information concerning the price, the dates and other elements constituting the services provided during the travel or the stay, such as:

- 1° The destination, the means, the characteristics and the categories of the transports used;
- 2° The form of accommodation, its location, its level of comfort and its principal characteristics, its homologation and its touristic classification corresponding to the regulations or practices of the host country;
- 3° The meals supplied;
- 4° The description of the itinerary in the case of a tour;
- 5° The administrative and sanitary formalities to be accomplished, notably in the case of the crossing of borders as well as their periods of accomplishment;
- 6° The visits, excursions and other services included in the package or eventually available by means of a supplemental fee;
- 7° The minimum or maximum size of the group enabling the effectuation of the journey or stay as well as, if the effectuation of the journey or stay is subject to a minimum amount of participants, the limit date for informing the consumer in the case of the cancellation of the journey or of the stay; this date cannot be less than twenty-one days before the departure;
- 8° The amount or the percentage of the price to be paid as a deposit at the conclusion of the contract as well as the payment schedule of the balance;
- 9° The terms of the revision of prices as stated in the contract in application of Article 100 of the present decree;
- 10° The terms of cancellation of a contractual nature;
- 11° The terms of cancellation defined in Articles 101, 102 and 103 as follows;
- 12° The specifications concerning the risks covered and the amount of the guarantees subscribed to the title of the insurance contract covering the consequences of the professional civil responsibility of the travel agencies and the civil responsibility of the non-profit associations and bodies and of the local tourist bodies;
- 13° The information concerning the facultative subscription of an insurance contract covering the consequences of certain cases of cancellation or of an insurance contract covering certain particular risks, notably the repatriation expenses in cases of accidents or illnesses.

### **Article 97**

The prior information given to the consumer engages the vendor, unless the vendor states within it that he expressly reserves right to modify certain elements. In this case, the vendor must clearly indicate the measure in which this modification may intervene and upon which elements. In any case, the modifications made to the prior information must be communicated in writing to the consumer before the conclusion of the contract.

### **Article 98**

The contract concluded between the vendor and the buyer must be in writing and in duplicate, one copy being presented to the buyer, and signed by both parties. It must contain the following clauses:

- 1° The name and address of the vendor, of his guarantor and of his insurer, as well as the name and address of the organiser;
- 2° The destination or destinations of the journey and, in the case of a split stay, the different periods and their dates;
- 3° The means, the characteristics and the category of the transports utilised, the dates, times and places of departure and of return;
- 4° The form of accommodation, its location, its level of comfort and its principal characteristics, its tourist classification in virtue of the regulations or customs of the host country;
- 5° The number of meals supplied;
- 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 stay;

- 8° The total price of the billed services as well as the indication of any eventual revision to the billing in virtue of the dispositions of Article 100 as follows;
- 9° The indication, if necessary, of the charges or taxes accruing to certain services such as landing taxes, docking taxes or boarding taxes in ports and airports, tourist taxes when they are not included in the price of the service or services supplied;
- 10° The schedule and the terms of payment of the price; in all cases, the last instalment effectuated by the buyer cannot be inferior to thirty percent of the price of the journey or the stay, and must be effectuated on presentation of the documents permitting the effectuation of the journey or the stay;
- 11° The particular conditions requested by the buyer and accepted by the vendor;
- 12° The terms according to which the buyer may present the vendor with a complaint for the non-execution or incorrect execution of the contract; this complaint must be addressed in the briefest delays, by registered letter with acknowledgement of receipt to the vendor, and signalled in writing, eventually, to the organiser of the journey and to the service provider concerned;
- 13° The limit date for informing the buyer in the case of the cancellation of the journey or of the stay by the vendor in the case in which the effectuation of the journey or stay is linked to a minimum number of participants, in conformity with paragraph seven of Article 96 as follows;
- 14° The conditions of cancellation of a contractual nature;
- 15° The conditions of cancellation foreseen in Articles 101, 102 and 103 as follows;
- 16° The specifications concerning the risks covered and the amount of the guarantees to the title of the insurance contract covering the consequences of the vendor's professional civil responsibility;
- 17° The indications concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of the insurer), as well as those concerning the assistance contract covering certain particular risks, notably the repatriation expenses in the case of accidents or illnesses; in this case, the vendor must present the buyer with a document specifying at least the risks covered and the risks excluded;
- 18° The limit date for informing the vendor in the case of transfer of the contract by the buyer;
- 19° The commitment to supply the following information in writing to the buyer at least ten days before the forecast date of departure:
- a) The name, address and the telephone number of the local representative of the vendor or, in default, the names, addresses and telephone numbers of the local bodies that may be able to help the consumer in cases of difficulties or, in default, a contact number enabling emergency contact with the vendor;
  - b) For minors journeying and staying overseas, a telephone number and an address permitting direct contact with the child or its tutor on the location of its stay.

#### **Article 99**

The buyer may transfer his contract to an assignee that fulfils the same conditions as him for the effectuation of the journey or the stay, as long as this contract has not produced any effect. Unless there are stipulations that are more favourable to the assignor, he is held to inform the vendor of his decision by registered letter with acknowledgement of receipt at most 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 case subject to the vendor's prior authorisation.

#### **Article 100**

When the contract contains the express possibility of a price revision, within the limits stipulated in Article 19 of the aforementioned Act of 13<sup>th</sup> July 1992, it must mention the precise terms of calculation, both upwards and downwards, of the price variations, and notably of the sum of transport costs and taxes accruing to it, the currency or currencies that may have an influence on the price of the journey or stay, the portion of the price to which the variation applies, the exchange rate of the currency or currencies retained as a reference when establishing the price mentioned on the contract.

#### **Article 101**

When, before the buyer's departure, the vendor is obliged to make a modification to one of the essential elements of the contract, such as a significant increase of the price, the buyer can, without prejudging the recourse for reparation for the damages eventually suffered, and after having been informed by the vendor by means of a registered letter with acknowledgement of reception:

- either terminate the contract and, without penalty, obtain the immediate reimbursement of the sums paid;
- or accept the modification or substitution journey proposed by the vendor; a codicil to the contract specifying the modifications made is then signed by the parties; all reduction of the price is a deduction from the sums still eventually owed by the buyer and, if the payment that has already been made by him exceeds the price of the modified service, the surplus must be restored before the date of departure.

#### **Article 102**

In the case foreseen in Article 21 of the aforementioned Act of 13<sup>th</sup> July 1992, when, before the buyer's departure, the vendor cancels the journey or stay, he must inform the buyer by registered letter with acknowledgement of receipt; the buyer, without prejudging the recourses in reparation of the eventual damages suffered, obtains from the vendor the immediate reimbursement of the sums paid without penalties; in this case the buyer receives compensation that is at least equal to the penalty that he would have undergone if the cancellation had been caused by him at this date.

In no case do the dispositions of the present Article hinder the conclusion of an informal agreement whose object is the buyer's acceptance of a substitution journey or stay proposed by the vendor.

**Article 103**

When, after the buyer's departure, the vendor is unable to provide a substantial part of the services foreseen in the contract that represent a substantial percentage of the price paid by the buyer, the vendor must immediately take the following dispositions without prejudging the recourses in reparation for eventual damages suffered:

- Either proposing services in substitution of the services foreseen, eventually supporting any supplementary cost and, if the services accepted by the buyer are of an inferior quality, the vendor must reimburse the price difference upon his return;
- or, if he cannot propose any substitution services or that these are refused by the buyer for valid reasons, he must supply the buyer, at no extra cost, transport tickets to ensure his return in conditions deemed to be equivalent.

# General sales conditions



**Online booking**  
**Themed stays – holiday gift packages – gift vouchers – ticket sales – books**  
**Valid until 31<sup>st</sup> December 2010**

**Article 1 :**  
[sudfrance.fr](http://sudfrance.fr)

[Sudfrance.fr](http://sudfrance.fr) is a SCIC SA with variable capital, inscribed in the Register of Commerce of Carcassonne under the N° 410.304.083.000.18, and holder of a travel agency licence N° LI011990001, by prefectural decree of 04/08/1999, domiciled at 78 ter, rue Barbacane, 11000 CARCASSONNE (France). It is capacitated to sell tourism stays in agreement with Article 23 of the <sup>th</sup>July 1992. The sum of the guarantee is of 30 000 Euros, and is with GROUPAMA.

[Sudfrance.fr](http://sudfrance.fr) is capacitated to guarantee the booking and the sale of stays placed online upon a partner website according to the terms of a partnership agreement signed between [sudfrance.fr](http://sudfrance.fr) and the proprietor of the partner website.

**Article 2 : conditions of use of the websites**

The present General Sales Conditions apply for all sales of themed stays, holiday gift packs, *Gîtes de France*® gift vouchers, tickets for tourist attractions, leisure sites and book sales, on sale on the [www.sudfrance.fr](http://www.sudfrance.fr) and [www.gites-de-france-aude.com](http://www.gites-de-france-aude.com) websites or any other partner website as defined in Article 1. These websites enable the remote electronic sale or booking of stays or annex tourism services. In no case may the responsibility of [sudfrance.fr](http://sudfrance.fr) be engaged in the case of the use of these contracts by third parties or for purposes other than tourism.

**Article 3 : Process for placing orders and for establishing contracts**

Article 3.1 – for online stays

**Online stays may only be paid in a period that is at least seven full days before the date of the beginning of the stay.** After having made his selection and clicked upon the “booking” button, the Client will observe the appearance of a window that recapitulates the elements of the booking. The Client is then invited to complete a page of personal data that he must validate. A second window then recapitulates all of the specific elements that figure on the contract. By then clicking on the “booking” button, the Client validates and confirms his order, declares that he has taken knowledge of and accepts the present booking conditions, and is irrevocably bound. His acceptance may not be subsequently challenged apart from the application of the Article entitled right to retraction. The automatic recording systems established by the Vendor are considered to have worth as proof of the present booking contract. The Client will receive a confirmation of his order by electronic mail. This confirmation will retrace the booking’s essential characteristics, its price and the terms of payment, and will be accompanied by the present general sales terms. The contents of these booking confirmations is archived by the Vendor. They are deemed to have value of the proof of the Client’s consent and of the date thereof.

Article 3.2 – For holiday gift packages

Subject to the specific dispositions for sales of Holiday Gift Packages, the procedure for placing orders on the Internet Website consists of at least the two following steps:

Subsequent to a request for the choice of a Holiday Gift Package online, the Client may, depending on the case, either select one or more Holiday Gift Packages by adding them to his Basket.

A recapitulation of the order basket, containing all the choices and the total cost of the products or services ordered enables verification of the details of the order and to carry out any necessary modifications.

The Client is then invited to provide information about his coordinates and the type of payment chosen (type of Bank Card).

Subject to having expressly accepted the present General and Specific Sales Conditions, the validation of the order is proposed, and the Client may then pay his order under the conditions defined below.

Subject to the validation of the payment the contract is then concluded.

An electronic mail message recapitulating all the elements of the order is then sent to the Client.

The prices are indicated in Euros, **including postage costs for Mainland France (for French Overseas Departments & Territories or foreign countries, please consult us)**, and are the prices in vigour at the time of their consultation by the Client. They do not take into account the **file costs**, which are billed separately and indicated before the final validation of the booking.

Article 3.3 – For *Gîtes de France*® gift vouchers

Subject to the specific dispositions for the sales of *Gîtes de France*® gift vouchers, the procedure for placing orders on the Internet Website consists of at least the two following steps:

Subsequent to a request for the choice of a gift voucher (face value 15 € or 50 €), the Client may select one or several Gift Vouchers by adding them to his Basket.

A recapitulation of the order basket comprising all the choices and the total price of the products or services ordered enables the verification of the detail of the order and to carry out the necessary modifications.

The client is then invited to provide information about his coordinates and the type of payment (type of Bank Card).

Subject to having expressly accepted the present General and Specific Sales Conditions, the validation of the order is proposed. The Client may then pay his order under the conditions specified below.

An electronic mail message recapitulating all the elements of the order is then sent to the Client.

The prices are indicated in Euros, **including postage costs for Mainland France (for French Overseas Departments and Territories or foreign countries, please consult us)**, and are the prices in vigour at the time of their consultation by the Client.

#### Article 3.4 – For online ticket sales

Subject to the specific dispositions for the sale of tickets online, the procedure for placing orders on the Internet Website consists of at least the following steps:

Subject to a request for the choice of a tourism or leisure site to visit, the Client may select one or more visits by adding them to his Basket.

A recapitulation of the order basket containing all the choices and the total price of the products or services ordered enables the verification of the details of the order and to carry out the necessary modifications.

The Client is then invited to provide information about his coordinates and the type of payment (type of Bank Card).

Subject to having expressly accepted the present General and Specific Sales Conditions, the validation of the order is proposed. The Client may then pay his order under the conditions defined below.

Subject to the validation of the payment the contract is then validly formed.

An electronic mail message recapitulating all the elements of the order is then sent to the Client.

**An exchange voucher**, which the client must print by his own means, is sent by electronic mail within three working days. The Client must present this voucher at the cash desk of the site or sites chosen as a proof of his acquisition.

#### Article 3.5 – For online book sales

Subject to the specific dispositions for the sale of books online, the process for placing orders on the Internet Website consists of at least the following steps:

Subsequent to a request for the choice of library article, the Client may select one or more articles by adding them to his Basket.

A recapitulation of the order basket containing all the choices and the total price of the products or services ordered enables the verification of the details of the order and to effectuate all necessary modifications.

The Client is then invited to provide information about his coordinates and the type of payment (type of Bank Card).

Subject to having expressly accepted the present General and Specific Sales Conditions, the validation of the order is proposed. The Client may then pay his order under the conditions defined below.

Subject to the validation of the payment the contract is then concluded.

An electronic mail message recapitulating all the elements of the order is then sent to the Client.

The prices are indicated in Euros, **including postage costs for Mainland France (for French Overseas Departments and Territories or foreign countries, please consult us)**, and are the prices in vigour at the time of their consultation by the Client.

#### Article 4 : Specific conditions for the sale of stays

**Article 4.1 : Transfer of the contract:** The Buyer may transfer the contract to an assignee that fulfils the same conditions as he for effectuating the stay. In this case, the Buyer is obliged to inform the booking service of his decision by registered letter with acknowledgement of receipt at most seven days before the beginning of the stay. The making over of the contract must be made at cost price. The assignor and the assignee are jointly responsible before the Vendor for the payment of the balance of the price as well as of the eventual supplementary costs caused by the making over. This disposition does not have any effect for the Holiday Gift Package, which may be used by any person disposing of the booking number contained within the package.

**Article 4.2 : Domestic animals:** The contract specifies whether a Client may or may not stay in company of a domestic animal. If the Client does not respect this clause, the service provider may refuse the stay. In this case, no reimbursement will be effectuated.

**Article 4.3 : Cancellation by the Client (for stays):** Any cancellation must be notified to the booking service by registered letter. For all cancellations made by the Client the sum reimbursed by the booking service will be as follows:

- Cancellation more than thirty days before the beginning of the stay: twenty-five percent of the price of the stay will be retained;
- Cancellation between thirty and eight days inclusive before the beginning of the stay: fifty percent of the price of the stay will be retained;
- Cancellation less than seven days inclusive before the beginning of the stay: ninety percent of the price of the stay will be retained.

In the case of the non-presentation of the Client, no reimbursements will be made for the Holiday Gift Packages; the limit date for their use is established on 31<sup>st</sup> December 2010. If the stay has not been used by that date, no reimbursement will be made.

**Sudfrance.fr would like to remind Clients that it is possible for them to subscribe to an insurance contract with GROUPAMA, covering the cancellation expenses.**

**Article 4.4 : Interruption of the stay:** In the case of the interruption of the stay by the Client, no reimbursement will be made. Any modification or breach of the contract will be deemed to have been made on the Client's initiative.

**Article 4.5 : Cancellation by the Vendor:** If [sudfrance.fr](http://sudfrance.fr) cancels a stay before the beginning of said stay, it must inform the Buyer by registered letter with acknowledgement of receipt. The Buyer will be immediately reimbursed of the sums paid, without penalties. Furthermore, he will receive compensation that is at least equal to the penalty that he would have supported had the cancellation been caused by him at that date. These dispositions do not apply when an informal agreement is reached with the object of the Buyer accepting a substitution stay proposed by the Vendor.

**Article 4.6 : Modification of a substantial element:** When, during the course of the stay, the Vendor is unable to provide a substantial part of the Services stipulated by the contract, representing a substantial percentage of the price paid by the Buyer, the booking service will propose an activity in substitution, eventually covering the entire price supplement. If the substituted product accepted by the Buyer is of inferior quality, the booking service will either propose a partial reimbursement of the service or propose a complementary service during the stay. If the Vendor is unable to propose a substitute service, a reimbursement of the service that has not been supplied will be proposed.

**Article 4.7 : During the stay the Vendor is unable to provide the Services stipulated in the contract:** When, during the course of the stay, the Vendor is unable to provide a substantial part of the Services stipulated by the contract, representing a substantial percentage of the price paid by the Buyer, the booking service will propose a stay in substitution of the forecast stay, eventually covering the entire price supplement. If the stay accepted by the Buyer is of inferior quality, the booking service will reimburse the price difference before the end of the stay. If the Vendor cannot propose a replacement stay or if this stay is refused by the Buyer for valid reasons, the former will pay the latter compensation calculated upon the same bases as for a cancellation by the Vendor.

**Article 4.8 : The Responsibility of the Client:** It behoves You to verify that the information that You provide during your inscription, or at any other time, is exact and complete. It is under your responsibility to ensure that the coordinates that You communicate during your booking are correct and that they will enable You to receive the confirmation of your booking. If You were not to receive this confirmation, it behoves You to contact the Vendor. For the correct assessment of your file You must immediately inform the Vendor of any modification made to the information provided during your inscription.

In the context of stays, the same is established for a precise capacity of persons. If the number of holidaymakers exceeds the capacity of accommodation, the service provider may refuse the supplementary Clients.

**Article 4.9 : The responsibility of the Vendor:** The Vendor offering Services to a Client is the only interlocutor of this Client and is answerable to him for the execution of the obligations derived from the present sales conditions. The Vendor cannot be held responsible for fortuitous cases, cases of *force majeure* or those caused by persons alien to the organisation and to the progress of the stay.

**Article 4.10 : Exchange vouchers:** The Client may only present himself to the service providers specified in the contract if he disposes of the exchange vouchers corresponding to the services booked, which will be transmitted to him by electronic mail on confirmation of the order after the full payment of the stay. If a part of the services mentioned on the exchange voucher were not to be supplied through no action of the Client, the service provider must present an attestation to him. This attestation must bear the agreement of the service provider and be addressed to [sudfrance.fr](http://sudfrance.fr) as swiftly as possible. In cases where services must be present at specific times as specified on the exchange voucher, the Client must contact the service provider to inform him of the delay or of the cancellation. If this is not done, the Client will not be able to claim any reimbursement or compensation.

**Article 4.11 : The arrival:** The Client must present him/herself on the specified day and at the times mentioned in the present contract or on the acknowledgement of receipt. In the case of a late or delayed arrival or of a last-minute unforeseen difficulty, the Client must notify the operator whose address and telephone number figures on the contract.

**Article 4.12 : Inventory and statement of the state of repair:** If the stay occurs in rented accommodation, an inventory is supplied to the Client upon arrival. This inventory constitutes the only reference in the case of a dispute concerning the inventory and statement of the state of repair. The Client is held to make use of the rented asset with due diligence. The state of cleanliness of the accommodation must be recorded on the inventory and statement of the state of repair. The cleaning of the premises is at the Vendor's expense after the departure.

**Article 4.13 : The guarantee deposit:** In the case of a stay occurring in rented accommodation, when the Client arrives upon the premises a guarantee deposit, the amount of which is indicated on the exchange voucher, will be requested. After the contradictory establishing of the inventory and statement of the state of repair on departure, this deposit is restored after the deduction of the cost of restoring the state of the premises if degradations are observed. In the case of an anticipated departure that would prevent the drawing-up of the inventory and statement of the state of repair on the day of the Client's departure, the guarantee deposit will be returned in a period not exceeding one week.

**Article 4.14 : Insurances:** The Client is responsible for all damages that occur by his action. He is held to be insured by a civil responsibility insurance contract for these different risks.

## **Article 5 : Specific Conditions for the sale of Holiday Gift Packages**

### **Article 5.1 : Conditions of use of Holiday Gift Packages**

In the case in which the Client is not the beneficiary of the Holiday Gift Package, he is invited to make the beneficiary aware of the following conditions. The gift voucher and its number that are presented to the beneficiary give right to the service proposed in the package. The contents of the proposed service are brought to the Client's knowledge in the package. It behoves the beneficiary to consult [sudfrance.fr](http://sudfrance.fr) about eventual limitations (age, size, handicaps, access) to the practising of the proposed activities or stays. In these conditions, the beneficiary or the Client will not be able to claim any reimbursement and will have to contact [sudfrance.fr](http://sudfrance.fr) to obtain the replacement of the Holiday Gift Package by a similar offer. [Sudfrance.fr](http://Sudfrance.fr) cannot be held responsible for eventual damages or damages that may arise before, during or after the use of the chosen service.

### **Article 5.2 : Cancellation or interruption of the stay by the Buyer or beneficiary**

All activities interrupted or abridged, or unused by the beneficiary or for any other cause will not give rise to any reimbursement.

### **Article 5.3 : Use of the Holiday Gift Vouchers and responsibility**

Specifications: The booking vouchers and their booking numbers included in the Holiday Gift Packages are a worthy means of payment to [sudfrance.fr](http://sudfrance.fr), which will ensure the verification of availability with the partner. The delivery of the service is subject to the service's availability in the requested period. The instructions of use of the booking voucher and number are specified inside the Holiday Gift Packages. The online store is a sales tool and does not deal with the availability of places. It is up to the beneficiary to call [sudfrance.fr](http://sudfrance.fr) on 04 68 11 40 76, equipped with his booking number, in order to confirm and book the definitive date of the stay. The consumption of the service gives rise to the creation of a contract directly between the beneficiary of the Holiday Gift Package and [sudfrance.fr](http://sudfrance.fr). Any breach in the execution of the service must be immediately and directly notified to [sudfrance.fr](http://sudfrance.fr) within a period of three days from the date of the beginning of the service. The gift voucher is identified by a number. No responsibility will be accepted in the case of loss or of fraudulent use of the gift voucher. If it is damaged or defective in any way, it will be considered null and void.

### **Article 5.4 : Regulations for Holiday Gift Packages, Value-Added Tax**

The client is informed that the Holiday Gift Packages are considered equivalent to means of payment. As such, they are exempt from Value-Added Tax (VAT) according to the stipulations of Article 261 C of the General Tax Legislation. It is therefore specified that the public sale price of a Holiday Gift Package corresponds exactly to the face value of the Holiday Gift Package in question.

### **Article 5.5 : Availability of the products on the Website**

The presence of a product on the Website confirms the validity of the offer. Apart from cases of temporary or definitive unavailability, all orders will be executed (orders treated Monday to Friday from 9am until 3pm) in a maximum period of forty-eight working hours from the moment of reception of the payment by [sudfrance.fr](http://sudfrance.fr). The Holiday Gift Packages are produced by [sudfrance.fr](http://sudfrance.fr) in limited quantities and propose the choice of a service amongst a variable amount of possibilities according to the chosen theme. [Sudfrance.fr](http://Sudfrance.fr) therefore commits to honour all orders within the limits of available stocks or of the production capacity of the package or packages concerned. In the case of the unavailability of a product ordered for a period exceeding thirty days, the Client will be informed and will be able to request a reimbursement. The effective reimbursement will occur within a period of thirty days at most.

#### Article 5.6 : Means of transport and postage costs

The products are delivered to the address indicated on the order form by the Client.

Form of delivery: by mail in letter format **IN MAINLAND FRANCE ONLY**.

For delivery in the French Overseas Departments and Territories or to foreign countries, the Client must contact [sudfrance.fr](http://sudfrance.fr) in order to know the postage costs according to the destination.

#### Article 5.7 : Handling means, delivery and processing periods of orders and sending:

If no period is displayed on the general presentation page of the Holiday Gift Vouchers or on the presentation page or pages of the Gift Package or Packages that have been ordered: all orders validated by the Client before 3pm is processed and sent off on the same day or on the next day at the latest. If a period is displayed on the general presentation page of the Holiday Gift Packages or on the presentation page or pages of the Gift Package or Packages ordered: the processing and sending period of the entire order will then be that of the periods indicated on the aforementioned pages (generally within eight to fifteen days). It is specified that the responsibility of [sudfrance.fr](http://sudfrance.fr) may in no case be engaged in any manner in the case of the Client's absence on delivery or of an error in recording of the delivery address. The handling period generally observed after sending is of one to three working days according to the region where the delivery must take place. The indicated delivery periods linked to the means of handling chosen are exposed as follows:

#### Article 5.8 : Issue and Transfer of property

The transfer of property takes place as soon as the contract is effectively concluded. The transfer of risks will occur on the issue of the Holiday Gift Package to the Client. All errors or deteriorations relative to the products ordered must be communicated by the Client by letter or electronic mail within seventy-two working hours after the reception of the order. Any claim that is not made according to the regulations of the present article and within the given periods will not be taken into account and will exempt [sudfrance.fr](http://sudfrance.fr) from any responsibility towards the Client.

The object of this disposition is not to limit the guarantees offered to the Client concerning the non-conformity of the products ordered.

#### Article 5.9 : Exercising the right to revocation

When buying a Holiday Gift Package, the Client is informed, in agreement with Article L121-20 of consumer legislation, that he disposes of a period of seven full days to exercise his right to revocation without having to justify reasons or pay penalties except for, eventually, return costs. The period mentioned above begins from the moment of the reception of the Holiday Gift Package or Packages by the Client. The Client is informed that the return costs will be at his expense. Taking charge of the return will only occur on condition that the Holiday Gift Package or Packages concerned are returned in perfect integrity, equipped with their protective film. It is expressly specified that any return must have been the object of a prior return request by the client to [sudfrance.fr](http://sudfrance.fr)'s customer service. Any return made in agreement with the present article will give rise to a reimbursement within thirty days at most.

### **Article 6 : Specific conditions for the sale of Gîtes de France® gift vouchers**

The *Gîtes de France*® gift voucher is valid for two years from the date of emission. After the obligatory booking with [sudfrance.fr](http://sudfrance.fr) or directly with the proprietors that accept this means of payment and who are identified by the "CC" logo, this gift voucher constitutes a debt for the payment during the booking of accommodation in the *Gîtes de France*® network in one of the fifteen partner *départements*: *Aude, Ariège, Aveyron, Dordogne, Gers, Gironde, Haute-Garonne, Hautes-Pyrénées, Landes, Lot, Lot-et-Garonne, Pyrénées-Atlantiques, Pyrénées-Orientales, Tarn and Tarn-et-Garonne*. The acquisition of a gift voucher cannot be considered in any way as an act of rent or of booking. It may be used as an equivalent to a means of payment that enables the payment of all or part of a stay. It may only be used once. A stay obtained with this gift voucher cannot be the object of any discount. This gift voucher cannot give rise to any monetary equivalent in any way shape or form, whether totally or partially, including the return of change, nor may it be added to the credit of an account associated or not to a payment or credit card. The gift voucher is not personal, but belongs to the carrier. *Gîtes de France*® may not be held responsible for the loss or the theft of this gift voucher.

### **Article 7 : Specific conditions for the sale tickets for tourism and leisure sites**

The buying of tickets for the visits of tourism and leisure sites is proposed in partnership with the management of these sites according to the conditions for visits specified in the description. The tickets are only valid during the sites' open period, at times defined by the manager and freely chosen by the Client. In no case may [sudfrance.fr](http://sudfrance.fr) be held responsible for the modifications of the conditions of access or visit, nor of any accidents that may arise during these visits.

The printing of the exchange vouchers is the responsibility of the Client, who must present himself at the box office equipped with these vouchers.

### **Article 8 : Secure booking and payment**

When you pay your purchases with a payment card, your data is encrypted during the transaction, guaranteeing their total security. [Sudfrance.fr](http://Sudfrance.fr) uses the SSL (Socket Layer Technology) protocol, which is an encryption system for securing online payments. The booking must imperatively be accompanied by an online payment of 100% of the price of the stay for it to be considered as firm.

### **Article 9 : The prices**

Prices are indicated in the descriptions and in the basket throughout the booking and/or payment process. Online payment is immediate and firm. For stays, prices do not include the tourist tax, which will be paid in situ. All prices are understood to **include postage costs for Mainland France (for French overseas *Départements* and Territories or foreign countries, please consult us)**.

Gift stays give rise to file costs that are added to the price indicated during the course of the validation of the payment.

### **Article 10 : Revocation period**

The reservations being realized for definite date, the customer does not benefit from the right(law) of retraction in application of the article L121-20 of the Code of the Consumption, according to the article L121-20-4 of the same code.

**Article 11 : Territoriality of the applicable legislation and of the jurisdictional competences**

The parties agree that French law governs the present contract, including all aspects concerning the definition of jurisdictional competences.

**Proof:** It is specifically agreed that, apart from manifest error committed by the Vendor, the data contained in the information system of the Vendor and/or their Partners have the force of proof with regards to the orders made. The data on computer or electronic media conserved by the Vendor constitute proof and, if they are produced as a means of proof by the Vendor in any legal procedure, they will be receivable, valid and may be used as evidence by the parties in the same manner, in the same conditions and with the same force of proof as any document that is established, received and kept in writing.

**Article 12 : Expressing complaints – Resolving disputes – Dishonest clients**

All complaints concerning the electronic booking procedure may be addressed to [sudfrance.fr](http://sudfrance.fr). All complaints concerning the inventory and statement of the state of repair and the state of the description of the accommodation must be submitted to the booking service within three days of having entered the accommodation. All other complaints must be addressed in writing with no delay. When the booking service, in its quality as a proxy, is called upon in the name of the principal to pay off the Client, the latter subrogates it in the rights and actions that it has with the owner. The Vendor reserves the right to cancel or to refuse all orders from a Client with whom there exists a dispute concerning the payment of a prior debt.

## ANNEX

Reproduction of Articles 95 to 103 of Title VI of decree number 94-490 of 15<sup>th</sup> June 1994 taken in application of Article 31 of Act number 92-645 of 13<sup>th</sup> July 1992 establishing the conditions of the exercise of activities relative to the organisation and the sale of travels or stays.

### **Article 95**

Subject to the exclusions established in the second paragraph (a and b) of Article 14 of the aforementioned Act of 13<sup>th</sup> July 1992, all offers and all sales of travel or stay services give rise to the presentation of appropriate documents that respond to the regulations defined by the present title. In the case of the sale of air travel tickets or of travel tickets for regular lines that are not accompanied by services linked to these travels, the vendor will deliver to the buyer one or more tickets of passage for the entire journey emitted by the transporter or under its responsibility. In the case of transport by request, the name and the address of the transporter, on whose account the tickets are emitted, must be mentioned.

The separate billing of the various elements of a same tourism package does not make the vendor exempt of the obligations that are put upon him by the present title.

### **Article 96**

Prior to the conclusion of the contract and on the basis of a written medium bearing his company name, his address and the indication of his administrative authorisation to exercise, the vendor must communicate to the consumer the information concerning the price, the dates and other elements constituting the services provided during the travel or the stay, such as:

1° The destination, the means, the characteristics and the categories of the transports used;

2° The form of accommodation, its location, its level of comfort and its principal characteristics, its homologation and its touristic classification corresponding to the regulations or practices of the host country;

3° The meals supplied;

4° The description of the itinerary in the case of a tour;

5° The administrative and sanitary formalities to be accomplished, notably in the case of the crossing of borders as well as their periods of accomplishment;

6° The visits, excursions and other services included in the package or eventually available by means of a supplemental fee;

7° The minimum or maximum size of the group enabling the effectuation of the journey or stay as well as, if the effectuation of the journey or stay is subject to a minimum amount of participants, the limit date for informing the consumer in the case of the cancellation of the journey or of the stay; this date cannot be less than twenty-one days before the departure;

8° The amount or the percentage of the price to be paid as a deposit at the conclusion of the contract as well as the payment schedule of the balance;

9° The terms of the revision of prices as stated in the contract in application of Article 100 of the present decree;

10° The terms of cancellation of a contractual nature;

11° The terms of cancellation defined in Articles 101, 102 and 103 as follows;

12° The specifications concerning the risks covered and the amount of the guarantees subscribed to the title of the insurance contract covering the consequences of the professional civil responsibility of the travel agencies and the civil responsibility of the non-profit associations and bodies and of the local tourist bodies;

13° The information concerning the facultative subscription of an insurance contract covering the consequences of certain cases of cancellation or of an insurance contract covering certain particular risks, notably the repatriation expenses in cases of accidents or illnesses.

### **Article 97**

The prior information made to the consumer engages the vendor, unless the vendor states within it that he expressly reserves right to modify certain elements. In this case, the vendor must clearly indicate the measure in which this modification may intervene and upon which elements. In any case, the modifications made to the prior information must be communicated in writing to the consumer before the conclusion of the contract.

### **Article 98**

The contract concluded between the vendor and the buyer must be in writing and in duplicate, one copy being presented to the buyer, and signed by both parties. It must contain the following clauses:

1° The name and address of the vendor, of his guarantor and of his insurer, as well as the name and address of the organiser;

2° The destination or destinations of the journey and, in the case of a split stay, the different periods and their dates;

3° The means, the characteristics and the category of the transports utilised, the dates, times and places of departure and of return;

4° The form of accommodation, its location, its level of comfort and its principal characteristics, its tourist classification in virtue of the regulations or customs of the host country;

5° The number of meals supplied;

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 stay;

8° The total price of the billed services as well as the indication of any eventual revision to the billing in virtue of the dispositions of Article 100 as follows;

9° The indication, if necessary, of the charges or taxes accruing to certain services such as landing taxes, docking taxes or boarding taxes in ports and airports, tourist taxes when they are not included in the price of the service or services supplied;

10° The schedule and the terms of payment of the price; in all cases, the last instalment effectuated by the buyer cannot be inferior to thirty percent of the price of the journey or the stay, and must be effectuated on presentation of the documents permitting the effectuation of the journey or the stay;

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

12° The terms according to which the buyer may present the vendor with a complaint for the non-execution or incorrect execution of the contract; this complaint must be addressed in the briefest delays, by registered letter with acknowledgement of receipt to the vendor, and signalled in writing, eventually, to the organiser of the journey and to the service provider concerned;

13° The limit date for informing the buyer in the case of the cancellation of the journey or of the stay by the vendor in the case in which the effectuation of the journey or stay is linked to a minimum number of participants, in conformity with paragraph seven of Article 96 as follows;

14° The conditions of cancellation of a contractual nature;

15° The conditions of cancellation foreseen in Articles 101, 102 and 103 as follows;

16° The specifications concerning the risks covered and the amount of the guarantees to the title of the insurance contract covering the consequences of the vendor's professional civil responsibility;

17° The indications concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of the insurer), as well as those concerning the assistance contract covering certain particular risks, notably the repatriation expenses in the case of accidents or illnesses; in this case, the vendor must present the buyer with a document specifying at least the risks covered and the risks excluded;

18° The limit date for informing the vendor in the case of transfer of the contract by the buyer;

19° The commitment to supply the following information in writing to the buyer at least ten days before the forecast date of departure:

- a) The name, address and the telephone number of the local representative of the vendor or, in default, the names, addresses and telephone numbers of the local bodies that may be able to help the consumer in cases of difficulties or, in default, a contact number enabling emergency contact with the vendor;
- b) For minors journeying and staying overseas, a telephone number and an address permitting direct contact with the child or its tutor on the location of its stay.

#### **Article 99**

The buyer may transfer his contract to an assignee that fulfils the same conditions as him for the effectuation of the journey or the stay, as long as this contract has not produced any effect. Unless there are stipulations that are more favourable to the assignor, he is held to inform the vendor of his decision by registered letter with acknowledgement of receipt at most 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 case subject to the vendor's prior authorisation.

#### **Article 100**

When the contract contains the express possibility of a price revision, within the limits stipulated in Article 19 of the aforementioned Act of 13<sup>th</sup> July 1992, it must mention the precise terms of calculation, both upwards and downwards, of the price variations, and notably of the sum of transport costs and taxes accruing to it, the currency or currencies that may have an influence on the price of the journey or stay, the portion of the price to which the variation applies, the exchange rate of the currency or currencies retained as a reference when establishing the price mentioned on the contract.

#### **Article 101**

When, before the buyer's departure, the vendor is obliged to make a modification to one of the essential elements of the contract, such as a significant increase of the price, the buyer can, without prejudging the recourse for reparation for the damages eventually suffered, and after having been informed by the vendor by means of a registered letter with acknowledgement of reception:

- either terminate the contract and, without penalty, obtain the immediate reimbursement of the sums paid;
- or accept the modification or substitution journey proposed by the vendor; a codicil to the contract specifying the modifications made is then signed by the parties; all reduction of the price is a deduction from the sums still eventually owed by the buyer and, if the payment that has already been made by him exceeds the price of the modified service, the surplus must be restored before the date of departure.

#### **Article 102**

In the case foreseen in Article 21 of the aforementioned Act of 13<sup>th</sup> July 1992, when, before the buyer's departure, the vendor cancels the journey or stay, he must inform the buyer by registered letter with acknowledgement of receipt; the buyer, without prejudging the recourses in reparation of the eventual damages suffered, obtains from the vendor the immediate reimbursement of the sums paid without penalties; in this case the buyer receives compensation that is at least equal to the penalty that he would have undergone if the cancellation had been caused by him at this date.

In no case do the dispositions of the present Article hinder the conclusion of an informal agreement whose object is the buyer's acceptance of a substitution journey or stay proposed by the vendor.

#### **Article 103**

When, after the buyer's departure, the vendor is unable to provide a substantial part of the services foreseen in the contract that represent a substantial percentage of the price paid by the buyer, the vendor must immediately take the following dispositions without prejudging the recourses in reparation for eventual damages suffered:

- Either proposing services in substitution of the services foreseen, eventually supporting any supplementary cost and, if the services accepted by the buyer are of an inferior quality, the vendor must reimburse the price difference upon his return;
- or, if he cannot propose any substitution services or that these are refused by the buyer for valid reasons, he must supply the buyer, at no extra cost, transport tickets to ensure his return in conditions deemed to be equivalent, towards the place of departure or to another location agreed upon by both parties.