

GENERAL TERMS AND CONDITIONS OF SALE OF 1st JUNE 2020

Pursuant to Article R.211-12 of the Tourism Code you will find below a [translated] copy of Articles R.211-3 to R.211-11 of the Tourism Code.

Article R.211-3

Subject to the exclusions laid down in the third and fourth paragraphs of Article L. 211-7, any offer and/or sale of travel services or stays shall give rise to the issue of the appropriate documents meeting the rules defined by this section.

If air tickets or tickets for scheduled transport services are sold without any additional services related to such transport, the vendor shall issue the purchaser with one or more tickets for the whole trip, issued by the carrier or under their responsibility.

As regards demand-responsive transport, the name and address of the carrier on whose behalf the tickets have been issued must be stated.

The separate billing of various items comprised in one and the same tourist package does not release the vendor from the obligations incumbent upon them as a result of the regulatory provisions of this section.

Article R.211-3-1

The exchange of pre-contractual information or the making available of contractual conditions must be carried out in writing. It may take place using electronic means under the conditions for validity and performance laid down in Articles 1369-1 to 1369-11 of the Civil Code. The following must be stated: the name or trading name and address of the vendor as well as details of their registration as laid down in letter (a) of Article L. 141-3 or, where applicable, the name, address and details of the registration of the federation or union as stated in the second paragraph of Article R. 211-2.

Article R.211-4

Prior to concluding an agreement, the vendor must communicate to the consumer information about the prices, dates and other items comprising the services provided during the trip or stay such as:

1. The destination, and the means, features and categories of transport used;
2. The accommodation, its location, its level of comfort and main features, its tourism licence and classification corresponding to the regulations or common practice in the host country;
3. Restaurant services offered;
4. A description of the itinerary where a tour is involved;
5. The administrative and health formalities to be undertaken by the nationals or citizens of another Member State of the European Union or a State party to the Agreement on the European Economic Area, particularly where borders are to be crossed, and the deadlines for such formalities;
6. Visits, excursions and other services included in the package or that may be available subject to a price supplement;
7. The minimum or maximum size of the group required for a trip or stay to take place, as well as, if the trip or stay is subject to a minimum number of participants, the deadline for informing consumers if the trip or stay is cancelled. This date cannot be set less than twenty-one days before departure;
8. Either the monetary amount or the percentage of the price which is to be paid on account upon conclusion of the agreement, and the timetable for payment of the balance;
9. Procedures for price changes as provided by the agreement pursuant to Article R. 211-8;
10. The conditions for cancellations of a contractual nature;
11. The conditions for cancellation defined in Articles R. 211-9, R. 211-10 and R. 211-11;
12. Information on an optional insurance policy to cover the consequences of certain cases of cancellation, or travel assistance covering certain specific risks, in particular the costs of repatriation in the event of accident or illness;
13. Where the agreement comprises air transport services, for each flight segment, the information laid down in Articles R. 211-15 to R. 211-18.

Article R.211-5

Prior information supplied to the consumer shall bind the vendor, unless within such information the vendor expressly reserves the right to amend certain elements thereof. The vendor must, in this case, clearly indicate how such an amendment might occur and regarding which items.

In any case, amendments made to prior information supplied must be communicated to the consumer before the agreement is concluded.

Article R.211-6

The agreement concluded between the vendor and the purchaser must be in writing, drawn up in two copies one of which is remitted to the purchaser, and signed by both parties. Where the agreement is concluded by electronic means, Articles 1369-1 to 1369-11 of the Civil Code shall apply. The agreement must include the following clauses:

1. The name and address of the vendor, their guarantor and insurer as well as the name and address of the operator;
2. The travel destination(s) and, where periods of stay are involved, the relevant periods, with dates;
3. The means, features and categories of transport to be used, the dates and points of departure and return;
4. The accommodation, its location, its level of comfort and main features, its tourism licence and classification by virtue of the regulations or common practice in the host country;
5. Restaurant services offered;
6. The itinerary where a tour is involved;
7. Visits, excursions or other services which are included in the total price for the trip or stay;
8. The total price of services billed and an indication of any amendment(s) to such billing by virtue of the provisions of Article R. 211-8;
9. An indication of any dues, taxes or fees chargeable for certain services such as landing, disembarkation or embarkation fees at ports and airports, and tourist taxes where such costs are not included in the price of the service(s) provided;
10. The timetable and terms for payment of the price; the last instalment paid by the purchaser may not be less than 30 % of the price of the trip or stay and must be paid when the travel documents are handed over;
11. Special conditions requested by the purchaser and accepted by the vendor;

12. The terms under which the purchaser may make a claim to the vendor for non-performance or partial performance of the agreement. Such claims must be sent to the vendor as quickly as possible, by any means enabling a return receipt to be obtained, and, where applicable, reported in writing to the tour operator and the service provider concerned;
13. The deadline for informing the purchaser in the event that the trip or stay is cancelled by the vendor where the trip or stay is linked to a minimum number of participants, pursuant to the provisions of point 7 of Article R. 211-4;
14. The conditions for cancellations of a contractual nature;
15. The conditions for cancellation laid down in Articles R. 211-9, R. 211-10 and R. 211-11;
16. Details of the risks covered and the amount of guarantees under the insurance policy covering the consequences of the vendor's professional civil liability;
17. Details of the insurance policy covering the consequences of certain types of cancellation, taken out by the purchaser (policy number and insurer's name) as well as details of the assistance policy covering certain specific risks, namely costs of repatriation in the event of accident or illness; in such case, the vendor must remit to the purchaser a document stating, at the very least, the risks covered and the risks that are excluded;
18. The deadline for informing the vendor where the agreement is transferred by the purchaser;
19. An undertaking to provide the purchaser, at least ten days before their planned date of departure, with the following information:
 - a) The name, address and telephone number of the vendor's local representative or, failing that, the names, addresses and telephone numbers of local agencies upon whose assistance a consumer in difficulty could call, or, failing this, a number enabling the vendor to be contacted urgently;
 - b) In the case of trips or stays abroad by minors, a telephone number and address enabling direct contact to be established with the child or the person responsible at the child's place of stay;
20. The clause regarding termination and refunds without penalties of sums paid by the purchaser in the event of non-compliance with the obligation of information laid down in point 13 of Article R. 211-4;
21. An undertaking to provide the purchaser, in due time prior to the start of the trip or stay, with departure and arrival times.

Article R.211-7

The purchaser may transfer their agreement to an assignee who fulfils the same conditions for the trip or stay as themselves, as long as said agreement has produced no effects.

Except where more favorably stipulated to the benefit of the assignor, the latter must inform the vendor of their decision by any means enabling a return receipt to be obtained at the latest seven days prior to the start of the trip. For cruises, said period is extended to fifteen days. Such assignment is not subject, under any circumstances, to prior authorization by the vendor.

Article R.211-8

Where the agreement includes a specific option to amend the price, within the limitations laid down in Article L. 211-12, it must mention the actual calculation methods used for price variations, both for increases and reductions, and in particular the amount of transport costs and taxes relating thereto, the currency(ies) that might affect the price of the trip or stay, the portion of the price to which the variation applies, and the rate of the currency(ies) chosen as a benchmark when establishing the price appearing in the agreement.

Article R.211-9

If, prior to the purchaser's departure, the vendor is constrained to amend any of the essential elements of the agreement such as a significant price increase and if they disregard the obligation of information described in point 13 of Article R. 211-4, the purchaser may, without prejudice to claims for any damages suffered, and after having been informed by the vendor by any means enabling a return receipt to be obtained:

- either cancel their agreement and obtain an immediate refund of monies paid without any penalty;
- or accept the change or substitute trip offered by the vendor; a rider to the agreement stating the amendments made will then be signed by the parties; any price reduction will be deducted from any sums remaining due by the purchaser and, if payments already made by the latter exceed the price of the amended service, the excess amount must be refunded to them prior to their date of departure.

Article R.211-10

In the case provided for in Article L. 211-14, where, prior to the purchaser's departure, the vendor cancels the trip or stay, they must inform the purchaser by any means enabling a return receipt to be obtained; the purchaser, without prejudice to claims for any damages suffered, shall obtain from the vendor an immediate refund of monies paid without any penalty; the purchaser will then receive compensation at least equal to the penalty that they would have had to pay if they had made the cancellation at that date.

The provisions of this Article shall not under any circumstances prevent an amicable agreement being concluded the purpose of which is the acceptance by the purchaser of a substitute trip or stay offered by the vendor.

Article R.211-11

If, after the purchaser's departure, the vendor finds themselves unable to supply a predominant part of the services included in the agreement, representing an appreciable percentage of the price paid by the purchaser, the vendor must immediately take the following measures without prejudice to claims for any damages suffered:

- either offer services to replace those initially planned, being liable for any additional costs and, if the services accepted by the purchaser are of inferior quality, the vendor must refund them, upon their return, the difference in price;
- or, if they cannot offer any substitute service(s) or if the latter is(are) refused by the purchaser for fair reasons, provide the purchaser, without any price supplement, with tickets for return transport under conditions that may be considered equivalent, to the place of departure or another place accepted by both parties.

The provisions of this Article shall apply in the event of non-compliance with the obligation laid down in point 13 of Article R. 211-4.