

GENERAL CONDITIONS OF SALE

These terms and conditions of sale have been laid down by the French Code du Tourisme (body of regulations and legislation relating to the tourist industry) pursuant to article L211-11, which stipulates the conditions governing the organization and sale of holiday/travel packages, articles R. 211-5 to R. 211-13.

Article R. 211-5

Subject to the exclusions set out in a and b of the second paragraph of article L. 211-8, any holiday package or sale of travel-related services must be accompanied by the appropriate documentation in accordance with the rules laid down in this section.

As regards the sale of airline tickets or other kinds of travel tickets on standard transportation services without any additional services being provided, the seller will provide the buyer with one or more tickets covering their entire itinerary. These tickets are issued by the carrier or carriers in question or by third parties on behalf of said carrier or carriers. Their issuance remains the responsibility of the carrier. Where demand-responsive transport is being used and tickets are issued for such a service, the name and address of the service provider must be stated. The fact that different elements of the one holiday package may be invoiced separately does not release the seller from the obligations under the regulatory provisions of this section.

Article R. 211-6

Préalablement à la conclusion du contrat et sur la base d'un support écrit, portant sa raison sociale, son Before concluding a contract, the seller must provide the consumer with all relevant information on pricing, dates and other details relating to the services to be provided in the course of travel or during the holiday. This must be done in writing. The name of the company or service provider, their address and proof that they are officially authorized to provide such services must be visible. This information must set out:

- 1° The destination and the kind of transportation used to arrive at said destination;
- 2° The kind of accommodation, its location, star rating or equivalent, main features and facilities. Details of any relevant tourist board certification or rating system as required by law or which is habitually used in the country where the services are to be provided must also be provided;
- 3° Meals to be provided;
- 4° A description of the itinerary, where a tour is being organized;
- 5° All administrative steps, including any relevant medical formalities (e.g. vaccinations) relating to entry requirements/the crossing of international borders, along with an estimate of how long these steps should take;
- 6° Tours, excursions and other services included in the package or available at extra charge;
- 7° The minimum and maximum group size, if relevant. If there is a minimum group size required for travel or the holiday to go ahead, the deadline for the consumer to be informed of the cancellation of said travel or holiday if this minimum size is not reached. This date must be at least twenty one days before the departure date;
- 8° The deposit, expressed as a sum or as a percentage of the overall price of the package, which is to be paid upon the conclusion of the contract. In addition, the date upon which the balance is to be paid;
- 9° The procedures governing price changes, as described in the contract, pursuant to article R. 211-10;
- 10° The conditions governing cancellations which are of a contractual nature;
- 11° The conditions governing cancellations as set out in articles R. 211-11, R. 211-12 and R. 211-13;
- 12° Details of the coverage and limits of cover contained in the professional liability insurance policies taken out by travel agents and the civil liability insurance policies taken out by not-for-profit bodies and local bodies involved in the provision of tourism-related services;
- 13° Details relating to the option to subscribe to an insurance policy covering specific cancellation cases or a travel assistance package offering specific coverage, most notably coverage of repatriation costs in the event of an accident or illness;
- 14° If the contract includes air travel, the relevant details for each leg of the journey should be provided, as stipulated in articles R. 211-15 to R. 211-18.

Article R. 211-7

The information supplied to the consumer before the conclusion of the contract is contractually binding, unless the seller explicitly reserves the right to modify certain details. In this event, the seller must clearly indicate which details may be subject to modification and what shape these modifications might take. Any modifications to the information provided to the consumer must be drawn to the consumer's attention in writing before the conclusion of the contract.

Article R. 211-8

The contract agreed between the seller and the buyer must be written, drawn up in duplicate, with one copy given to the buyer, and signed by both parties. It must include the following clauses:

- 1° The name and address of the seller, the company underwriting the seller's financial guarantee, the seller's insurance company and the name and address of Anglet Tourisme.
- 2° The destination or destinations of the holiday in question, and in the event of a multi-centre holiday, the duration of the stays in each centre, and the dates of arrival and departure for each destination;
- 3° The kind of transportation used and the dates, times and locations of the departure and return journeys;
- 4° The kind of accommodation, its location, star rating or equivalent, main features and facilities. Details of any relevant tourist board certification or rating system as required by law or which is habitually used in the country where the services are to be provided must also be provided;
- 5° The number of meals provided;
- 6° A description of the itinerary, where a tour is being organized;
- 7° Tours, excursions and other services included in the package at no extra charge;
- 8° The full price of the services to be invoiced, along with notification of any change to the cost of services invoiced under the provisions of article R. 211-10;
- 9° Notification, if relevant, of any specific fees or taxes such as airport taxes and port fees and tourist taxes where these are not included in the overall price of the service or services being offered;
- 10° The payment schedule and payment procedures; the last payment made by the buyer must be at least 30% of the cost of travel or the holiday package and must be made upon receipt of the documents necessary for travel to or overnight stays in the country or countries in question;
- 11° The special conditions of sale requested by the buyer and accepted by the seller;
- 12° The complaints procedure whereby the buyer may lodge a complaint for non-performance or improper performance of contract. This complaint must be sent as quickly as possible, by registered post with acknowledgement of receipt to the seller. If required, the complaint may be sent, in writing, to Anglet Tourisme and the service provider in question;
- 13° The deadline by which the buyer must be informed of the cancellation of travel arrangements or the holiday package by the seller in the event that travel arrangements or the holiday package require a minimum group size in order to proceed, in accordance with the provisions of 7° of article R. 211-6;
- 14° The conditions governing cancellations which are of a contractual nature;
- 15° The conditions governing cancellations as set out in articles R. 211-11, R. 211-12 and R. 211-13;
- 16° Details of the coverage and limits of cover contained in the professional liability insurance policy taken out by the seller;
- 17° Details of the coverage of the buyer's insurance policy as regards cancellations (policy number and name of insurance provider) as well as details of the travel assistance package offering specific coverage, most notably coverage of repatriation costs in the event of an accident or illness; where relevant, the seller must give the buyer details setting out, at the very least, the coverage of such policies and packages and exemptions and risks that are not covered;
- 18° The deadline for the buyer to inform the seller in the event of assignment of contract by the buyer;
- 19° The undertaking to provide the following information to the buyer, in writing, at least ten days before their scheduled departure date:
 - a) The name, address and telephone number of the seller's local representative, or, if this is not possible, the names, addresses and telephone numbers of local bodies and organizations who might be able to assist the buyer in the event of problems arising, or, if this is not possible, an emergency telephone number enabling the buyer to contact the seller directly;
 - b) In the case of minors travelling or taking holidays abroad, a telephone number and correspondence address through which the child or the on-site adult leader of the trip or holiday may be contacted;
- 20° The termination clause and the reimbursement in full of the monies paid by the buyer in the event of the failure to comply with the obligation to provide information as stipulated in 14° of article R. 211-6.

Article R. 211-9

The buyer may assign their contract to an assignee who agrees to be bound by the same conditions as they relate to these travel arrangements or holiday packages, enabling the assignee to undertake these travel arrangements or holiday package, as long as said travel arrangements or holiday package have not already begun.

In the absence of any clause to the contrary, the assignor is bound to inform the seller of their decision to assign their contract by registered post with acknowledgement of receipt at least seven days before the start of travel. In the case of a cruise, this is extended to fifteen days before the start of travel. Permission to assign the contract does not have to be sought from the seller beforehand.

Article R. 211-10

When the contract features a clause allowing for price changes, subject to the limits set out in article L. 211-13, it must lay down the specific procedures governing how price changes (both increases and decreases) are to be calculated. This should cover transportation costs and associated taxes, the currency movements that could affect the cost of travel or the holiday package, the part of the holiday package to be affected by the price change, the exchange rate of the currency or currencies quoted in the contract's price list.

Article R. 211-11

In the event that the seller is obliged to make a major modification to any of the key elements of the contract - such as a significant increase to the price - before the holiday package or travel begins, but is unaware of the requirement to inform the buyer as stipulated in 14° of article R. 211-6, the buyer may, without prejudice to any action for damages they may wish to bring, after having been informed by the seller by registered post with acknowledgement of receipt of these modifications:

- either terminate their contract and be immediately reimbursed in full;
- or accept the modification or the replacement travel arrangement or holiday package offered by the seller; a rider to the contract setting out the modifications will be signed by the parties; any price reduction will be deducted from the balance, if any, still to be paid by the buyer. If the buyer has already paid more than the price of the modified package, the excess must be reimbursed before the departure date.

Article R. 211-12

In the case provided for in article L. 211-15, when, before the departure of the buyer, the seller cancels the travel arrangements or holiday package, they must inform the buyer by registered post with acknowledgement of receipt; the buyer, without prejudice to any action for damages they may wish to bring, will immediately be reimbursed in full by the seller; in this case, the buyer will receive compensation that will be at least equal to the late cancellation fee that would have been levied upon them had they cancelled the travel arrangements or holiday package on the same date. The provisions of this article in no way prevent the parties from reaching an amicable agreement wherein the buyer accepts a replacement travel arrangement or holiday package proposed by the seller.

Article R. 211-13

When, once the buyer has already begun their travel or holiday package, the seller is unable to offer an important service or services which were provided for in the contract; and which represent a not insignificant percentage of the price paid by the buyer, the seller must immediately take the following action. This will be without prejudice to any action for damages the buyer may want to bring: - either the seller must offer a service or services to replace the service or services stipulated in the contract, and be liable for any extra expenditure incurred as a result, or if the replacement services accepted by the buyer are less expensive, the seller must reimburse the buyer the difference in price immediately upon their return; - or, if the seller is unable to offer any replacement service or services or if these services are not accepted by the buyer for valid reasons, they must supply the buyer with return travel tickets, at no extra charge. The buyer must be able to return to their point of departure or to another location agreed upon by the two parties, in conditions that are comparable to those of their outward travel. The provisions of this article are applicable in the event of failure to comply with the duty stipulated in 14° of article R. 211-6.

SPECIAL CONDITIONS OF SALE

Prices

All prices quoted in the brochure are in euros. No discounts will be given upon the client's return from their holiday. By booking the holiday, the client acknowledges that they consider the advertised price to be reasonable. Prices are calculated on the basis of the duration of stay in weeks. There is an administration fee of 10 €. Tourist tax is extra and must be paid on arrival.

Insurance

No form of insurance (covering cancellation, luggage, travel assistance, repatriation etc) is included in the price advertised in this catalogue. It is strongly recommended you take out insurance once you have signed the contract. In the specific case of furnished rentals, the tenant must insure the premises they are renting. They must check if their home insurance policy also covers holiday rentals. If it does not, they must ask their insurer to extend their cover or else take out a specific insurance policy for their holiday rental. The buyer must produce a certificate of insurance upon arrival at the rental property. If they do not have this certificate to hand, they must sign a statement stating that they have the necessary insurance cover. This requirement applies to both French residents and foreign clients.

Booking and payment of themed rentals and holidays

Offers and packages are subject to availability. The down-payment is 25% of the full cost of the package, payable upon booking. The balance must be paid at least 30 days before the holiday is to begin. In the case of late bookings (fewer than 30 days before the holiday is to begin) payment in full must be made at the time of booking.

Rental security deposits

A rental security deposit, which is designed to cover the cost of any damage that might be caused by the tenant of a holiday rental, must be paid on-site on the client's arrival. The security deposit cannot be more than 25% of the cost of the rental itself.

An inventory will be drawn up upon arrival. Upon departure an outgoing inventory will be carried out to assess the state of the rental property. The security deposit will be returned to the client, minus deductions for damages (if any) caused by the tenant.

Travel vouchers

Any travel vouchers offered by the client in exchange for services that have been booked in advance as part of their holiday package must correspond exactly to the service or services in question. These travel vouchers will be sent to the customer as soon as the holiday has been paid for in full.

Cancellation

1/ By the client:

If the client cancels their booking before the date on which the holiday was due to begin, the following cancellation fees will apply, except where special conditions apply:
 - If the booking is cancelled more than 30 days before the date on which you were due to leave: 22 € cancellation fee.
 - If the cancellation occurs between 30 and 21 days before the date on which you were due to leave, you will be charged 25% of the total holiday price
 - If the cancellation occurs between 20 and 8 days before the date on which you were due to leave, you will be charged 50% of the total holiday price
 - If the cancellation occurs between 7 and 2 days before the date on which you were due to leave, you will be charged 75% of the total holiday price
 - If the cancellation occurs fewer than 2 days before the date on which you were due to leave or if you fail to turn up on the date on which the holiday was due to begin, you will be charged 100% of the total holiday price. Regardless of when the cancellation occurs, you will not be entitled to a refund of the administration fee. It is possible to take out cancellation cover from ANGLET TOURISME when booking a holiday package. This will cover the cost of any cancellation fees (terms and conditions apply). The client will not be entitled to claim any kind of compensation or refund from Anglet Tourisme if they cut short or interrupt their holiday, regardless of their reason for doing so. You will not receive any refund for unused services.

2/ By ANGLET TOURISME:

The client is not within their rights to claim any kind of compensation if the holiday is cancelled due to Force Majeure or concerns relating to traveller safety.

Disputes and complaints

The procedures governing disputes and complaints are contained in article R. 211-12 of the terms and conditions of sale.

All complaints concerning travel arrangements or holiday packages must be put down in writing and sent by registered post to Anglet Tourisme as quickly as possible, and at the very latest, no more than 30 days after the date on which the holiday ended. The general terms and conditions prevail over the special terms and conditions. In the event of any dispute as to the interpretation of any of the provisions contained within these terms and conditions of sale and special conditions of sale, the original French text will prevail.