

Special conditions of sale

All clients travelling with CORSICA AVENTURE acknowledge that they are of legal age, are not under guardianship and have read and understood these conditions for themselves and on behalf of all travellers they have registered at the time of booking.

Our website provides detailed information about the nature and characteristics of each trip. You can access the detailed programme day by day, practical information about the trip, and all the details you need to make the trip a reality, such as the level of physical effort required and the minimum number of participants. In the "Dates and Prices" section, you can obtain an estimate of the cost of the trip on the date you have chosen.

We would like to point out that our holidays may involve varying levels of physical effort. We therefore strongly recommend that you carefully read the information on the physical commitment required for the holiday you are planning. It is the responsibility of each participant to determine whether he or she has the required abilities based on the information provided. In case of doubt, before registering, we encourage you to contact CORSICA AVENTURE or any competent specialist (for example, your GP if you have a medical history) to assess your ability to undertake the planned trip.

Our range of holidays includes guided or self-guided tours, suitable for groups or families, as well as tailor-made trips to suit your preferences, with the expert help of one of our advisers.

Registration

You can book either via our website or by mail.

Registration for one of our holidays implies acceptance of our general and special terms and conditions of sale in force on the day your order is placed. This acceptance is made on behalf of all the participants mentioned on the booking form. If you are registering with more than one person, please make sure that you give us all the names and details of all the people on your booking form, as well as the name of the person responsible for the file to whom we will address all correspondence. Receipt of your registration form only implies acceptance of the booking subject to availability, which may vary in real time.

Payments

- More than 30 days before departure: a deposit of 30% of the total cost of the holiday, together with the full
 insurance policy and booking fees, is required at the time of booking. The balance must be paid 30 days before
 departure.
- Less than 30 days before departure: please pay the full cost of your stay.
- Booking fee: the booking fee is €5 per person and applies to each person registered.

To speed up the processing of your application, we recommend that you pay by credit card. In the case of a bank transfer, bank charges remain at your expense.

Confirmation and invoice

You will receive confirmation of your registration by return e-mail. Your invoice will be available in your client account.

Payment of the balance

The balance, including any additional services requested after registration, must be paid 30 days before the date of departure, without any reminder from us. A holiday not paid within the deadline may be cancelled without reminder, in which case the deposit will be retained by CORSICA AVENTURE.

Invitation

As soon as you have paid the balance, you will receive your invitation to the meeting point and the necessary contacts. For the "self guided" packages, you will receive the codes to use our hiking application (if GPS tracks available), a paper travel pack per booking pack including maps and roadbook. In some cases, the roadbook and maps will be given to you at the start of the tour. For bookings made close to departure (less than 15 working days), the cost of sending the file will be invoiced according to the type of transport used. In the event of the client providing incorrect contact details, CORSICA AVENTURE declines all responsibility in the event of non-execution or poor execution of the tour due to the non-receipt of documents. In this case, it is up to you to contact us so that we can send them back to you. Any costs incurred will be charged to the customer.

Prices

For all our holidays, our prices are given in euros, including VAT. They are given for a specific period depending on the number of nights and people and the type of accommodation. The prices quoted are based on the prices in our possession at the time of writing. The customer expressly acknowledges that he/she is aware of the information relating to the prices of the holiday he/she has chosen, thanks to our website and the technical data sheets. Our technical data sheets indicate what is included and what is not.

Unless otherwise stated, prices do not include:

- booking fees
- insurance
- air and airport taxes
- tourist tax in accommodation
- local taxes, tourist taxes in accommodation
- the cost of vaccinations and visas
- drinks and personal expenses
- site visits

For private groups, our prices are based on the number of participants. In the event of cancellation by any member of the group, prices will be adjusted. Our prices are fixed on an all-inclusive basis, taking into account the number of nights rather than days. Therefore, if airline or shipping schedules result in a reduction in the length of the first or last day, no refund or compensation will be given.

Price revision

Any change in exchange rates, fuel costs, carrier rates or other service providers may lead to the published prices being readjusted in accordance with the law.

If CORSICA AVENTURE changes the price, the client will be informed by email at least 20 days before departure. Any refusal on the part of the client to pay the new price will be considered as a cancellation, leading to the application of the provisions laid down for this purpose.

Police and health formalities

All participants are responsible for complying with police and health regulations. The information contained in our technical data sheets and websites is provided for information purposes only and does not engage our responsibility. It is the customer's responsibility to find out personally about the police and health formalities in force. Failure to comply with these regulations is the sole responsibility of the participant, who will be liable for any costs incurred.

Special features of our holidays and trips

Given the special nature of our holidays, each participant is fully aware that during these trips he/she may run certain risks inherent in the practice of the activity (altitude, means of communication, distance from medical centres, etc.). Each participant declares that he/she assumes these risks for him/herself, his/her beneficiaries and family members with full knowledge of the facts and consequently undertakes not to pass on responsibility for these risks and any accidents that may occur to CORSICA AVENTURE, the guides and its local service providers. This also applies to careless personal behaviour, voluntary departure during the holiday or failure to comply with our programmes and recommendations.

CORSICA AVENTURE or its guides reserve the right to expel any participant whose behaviour could endanger the safety of the group or the well-being of other participants. No refund or compensation will be paid.

Guided tours: Each participant must follow the advice given by the supervisor (mountain guide, tour leader, instructor). On site, they are the best judges, managing the progress of the programme. They may have to modify the itinerary depending on the weather or if the safety of the group so requires. In the event of non-compliance with instructions, insufficient level or dangerous behaviour, the service providers and mountain leaders may expel any participant whose behaviour could endanger the safety of the group.

Self-guided tours: These tours are sold without a guide. For safety reasons, a minimum of 2 people is required for all self-guided tours.

These formulas require a few essential notions:

- As the topographical guide is only a support, it is essential to know how to read a map.
- Some knowledge of mountain orientation (compass, altimeter)
- Some knowledge of meteorology
- Experience of mountain walking
- Being in good physical shape

Recommendations for self-guided tours:

- Never set off alone, late in the day or in bad weather.
- Equip yourself with sufficient and appropriate equipment
- If one of the two participants interrupts their stay, do not continue on their own.
- Do not change the itinerary without informing the agency.
- Follow the descriptions, instructions and recommendations given in the topographical guides.
- During your stay, keep informed of weather forecasts and unforeseen events such as fires, strikes and administrative or prefectoral bans.

CORSICA AVENTURE cannot be held responsible for accidents or incidents due to misinterpretation of the roadbook, misreading of the map, failure to follow the itinerary, recommendations or safety rules.

Cancellation by you

If you find yourself obliged to cancel your trip before it begins (departure date), you must inform CORSICA AVENTURE and the insurer by any written means that will allow an acknowledgement of receipt to be obtained, as soon as the event giving rise to this cancellation occurs. The date of issue of the written document is the date that will be taken as the date of cancellation for the calculation of costs.

The amount of the sums withheld is calculated according to the following scale:

- More than 30 days before departure: fixed fee of €60 per person
- 30 to 21 days before departure: 35% of the total price
- 20 to 14 days before departure: 50% of the total price
- From 13 to 8 days before departure: 75% of the total price
- From 7 to 2 days before departure: 90% of the total price
- Less than 2 days before departure or no show: 100% of the total price

These sums will be reimbursed by the insurance company in the event of a justified cancellation if you have taken out such insurance. Application fees and the insurance policy cannot be reimbursed.

Special terms and conditions apply to air and sea transport, which may include up to 100% charges as soon as tickets are issued. They remain subject to the regulations of the companies.

If one or more travellers booked on a privatised and/or tailor-made trip cancel their participation in a trip maintained for the other participants, the person or persons cancelling will be charged:

• The cancellation fees set out in the above schedule,

• Expenses and/or various costs incurred by CORSICA AVENTURE to enable the trip to be maintained at the same price for participants already registered and who continue to take part in the trip. In any event, the price of a privatised and/or tailor-made trip is fixed according to a specific number of participants and the services required to complete the trip. The cancellation of one or more participants therefore has a direct impact on the price of the trip for all the remaining participants registered. These additional costs are to be borne by the participant(s) cancelling their participation in the trip.

For personalised holidays, also known as 'À la carte', and certain programmes for groups: our special terms and conditions of sale, including financial conditions such as deposit and cancellation, may be revised. This adaptation will depend on the requirements imposed by our service providers (accommodation providers, transport companies, guides, etc.) and will be taken into account in our commercial proposal, as well as at the time of confirmation of your booking.

In the event of cancellation for any reason whatsoever, costs incurred by travellers outside the scope of the trip, such as transport costs to and from the place of departure, visa fees, travel document costs and vaccination costs, will not be reimbursed under any circumstances.

No-shows

No-shows or late arrivals do not entitle you to a refund.

Interruption of stay

No reimbursement will be made in the event of interruption of the holiday, whether voluntary or involuntary, or in the event of exclusion determined by the tour leader for reasons such as inadequate level, failure to comply with safety instructions, or any behaviour detrimental to the smooth running of the holiday, including evacuation due to injury. Any additional costs incurred (such as for taxis, accommodation, rentals, etc.) will be charged to the customer and must be paid locally. Furthermore, no unused services included in the package (such as meals, accommodation, transfers, etc.) may be exchanged or refunded.

Any change to the contract or the trip made by **you** after registration and before departure will incur the payment of a fixed fee of 60 euros per person as well as the actual costs associated with the change. This modification must be sent to us by any written means that allows us to obtain an acknowledgement of receipt. From the date of departure, any request for modification and/or non-fulfilment of all or part of the trip will not give rise to any reimbursement of the initial services. Any new service requested during the holiday must be paid for in advance with CORSICA AVENTURE or the designated service providers.

If we have to cancel a trip for reasons beyond our control, in particular in the event of force majeure (strike, group safety, dangerous weather conditions), we will offer you various alternative solutions, at the current rate, or a full refund of the sums paid. Furthermore, as some of our holidays are subject to a minimum number of participants, if we have to cancel due to an insufficient number of participants you will be informed no later than 21 days before the scheduled date. No compensation will be paid. Air and sea transport are subject to airline regulations.

Changes during the journey

If the outward and return dates of your trip are changed due to a disruption in air, sea or land transport, we cannot under any circumstances be held responsible and will ask you to contribute to the actual additional costs incurred. If we are unable to provide any part of the scheduled services, we will do our utmost to replace them with equivalent services.

When circumstances force us to do so, we may have to substitute one means of transport for another, one hotel for another, take a different itinerary or cancel certain excursions without these exceptional modifications giving rise to any compensation whatsoever; the purchaser may not refuse them without a valid reason. In all these cases, these modifications may not give rise to the payment of damages.

Assignment of the Contract

In accordance with article R.211-7 of the Tourism Code, you have the option of transferring your contract to a transferee who fulfils the same conditions as you to make the trip, provided that this contract has not yet taken effect. You are obliged to inform CORSICA AVENTURE of your decision by any means that allows an acknowledgement of receipt to be obtained, no later than 7 days before the start of the trip. In the event of a contract transfer, the transferor and/or transferee must pay the costs incurred by this transfer, which will be communicated to you by your advisor.

Insurance

In accordance with the regulations, we have insurance covering our professional responsibilities, but it cannot replace your individual civil liability. In addition, it is essential to have comprehensive insurance covering cancellation costs - repatriation - illness - travel accidents - mountain rescue - trip interruption. We offer you the "Multisport Assurinco" contract, insurance adapted to the type of trips we organise. It must be taken out when you register. The rates are as follows: 4.00% of the price of the trip for residents of France, 6% of the price of the trip for residents of the European Union (EU) outside France. For non-EU residents, the rate is €90 per person. It is your responsibility to check the risks for which you are covered before you register. Once you have taken out insurance, no changes can be made to your contract. We will send you an extract from the general terms and conditions of cover as soon as you register. If you do not wish to take out insurance, we will ask you, before you leave, to provide us with a certificate from your personal insurance company stating your name and the nature of the cover.

Air or sea transport

To reserve a ticket, a handling fee of €20/person will be charged. Tickets are non-refundable and non-changeable. The name on the ticket must match the name on the passenger's passport or identity card. CORSICA AVENTURE cannot be held responsible for any errors which may result in the company or the local authorities refusing to register the passenger and requiring the passenger to make amends.

Air: The obligations of the air transport contract are defined by the Warsaw Convention or the national regulations of the countries concerned. CORSICA AVENTURE cannot, as an intermediary, be held responsible for certain unforeseeable dysfunctions such as strikes, technical incidents, atmospheric conditions, airspace congestion, technical breakdowns, overbooking by the company, which could lead to changes in timetable or a change of airport. In such circumstances, no compensation will be withheld in the event of a delay, even a significant one, to the scheduled timetable.

Article 9 states: "The carrier undertakes to use its best endeavours to carry the passenger and baggage with reasonable dispatch. Timetables shown on airline tickets or elsewhere are not guaranteed and do not form part of this contract. The carrier may, without notice, substitute other carriers, use other aircraft and may change or cancel the stopovers indicated on the ticket if necessary. Timetables may be changed without notice. The carrier assumes no responsibility for connections."

Timetables: we cannot be held responsible for changes to aircraft timetables or itineraries, stopovers, delays, missed connections or flight cancellations; we act as a mere intermediary. The same applies in the event of a change of airport of departure or arrival (e.g. Orly/Roissy), the resulting costs being borne by you.

Transparency Decree: In accordance with Decree no. 2006-315 of 17 March 2006, the customer is informed of the identity of the contractual or de facto carrier(s) likely to operate the flight(s) purchased. The seller will inform the customer of the identity of the actual airline that will operate the flight(s). In the event of a change of carrier, the customer will be informed by the contracting carrier or by the tour operator, by any appropriate means, as soon as this is known.

Luggage: each passenger is generally allowed an allowance of between 10 and 23 kg for hold baggage. In the event of excess luggage, the passenger will have to pay the surcharge requested by the airline at check-in. In the case of bulky luggage (musical instruments, special sports equipment, etc.), a specific request must be made to CORSICA AVENTURE, which will forward it to the airline. However, CORSICA AVENTURE cannot guarantee boarding under any circumstances, due to a number of conditions, such as packaging or aircraft loading. For safety reasons, airlines prohibit the carriage of a certain number of objects and substances in the cabin. It is advisable to check with your travel organiser or the airline that all items carried are authorised to travel in the hold or as hand luggage. In the event of a breach of this regulation, the objects will be immediately seized and then destroyed by the control authorities, with no possibility of subsequent recovery or compensation of any kind. If your luggage is lost, delayed or damaged, the airline

is solely responsible. It is the passenger's responsibility to make the necessary arrangements (for recovery or compensation) directly with the airline. CORSICA AVENTURE will not accept any claims in this respect.

Sea: For passenger safety reasons, fast ships are not authorised to make crossings in bad weather. It may also happen that a crossing is cancelled for other reasons (requisition for rescue at sea, strike, damage, etc.). The companies are then the only ones competent to offer a crossing, by any means at their convenience: another ship, another timetable, another port, etc. The costs incurred by the non-departure of a boat cannot be charged to CORSICA AVENTURE and remain the responsibility of the client. If a crossing initially scheduled during the day is replaced by a night crossing, this will not give rise to any right to reimbursement of the 1st night. In order to offer attractive fares, air and sea tickets are generally not exchangeable, modifiable or refundable.

Liability

CORSICA AVENTURE cannot replace the individual responsibility of each person. CORSICA AVENTURE acts as an intermediary between, on the one hand, the client and, on the other hand, the various service providers (carriers, hoteliers, charterers, local agencies, guides, etc.), and cannot be confused with the latter who, in any event, retain their own responsibility. In view of the special nature of our trips and holidays and in accordance with article 23 of the law of 13 July 1992, CORSICA AVENTURE cannot be held responsible or liable for any compensation in the event of cancellation or change of dates, timetables or planned itineraries for the following reasons:

- perilous circumstances involving the safety of the customer.
- cases of force majeure linked to prefectoral or administrative decisions.
- unforeseen events before or during the holiday (weather, strike, political crisis, transport delays, theft or loss of luggage, ticket or identity document or any other essential official document).
- late arrival by the customer and failure to arrive on time at the agreed meeting point.

CORSICA AVENTURE cannot be held responsible for incidents, accidents or personal injury that may result from careless personal initiative or failure to follow the instructions of the group leader or our recommendations in our roadbooks. CORSICA AVENTURE reserves the right to interrupt the stay of a client whose attitude could be dangerous for the safety or well-being of the other participants. Any additional costs incurred as a result (accommodation, taxi, hire, etc.) will be paid for on site by the client. Any services not used as a result cannot be reimbursed.

IT

Brochure requests and registrations are processed electronically. You have the right to access and modify your personal data. Unless you notify us to the contrary, we reserve the right to use this information to send you various commercial information.

Personal data

CORSICA AVENTURE is committed to respecting the European Union's General Data Protection Regulation (RGPD). Any request for access to your data should be made by email to info@corsica-aventure.com and will be processed within a maximum of one month. This service is free of charge.

Photos/itineraries/Animals

The photos in the descriptions are merely illustrative and are not contractually binding. Itineraries are given for information only. Without prior agreement with CORSICA AVENTURE, animals are not permitted on the tours.

Litigation

Any complaint relating to the trip must be sent to CORSICA AVENTURE by registered letter with acknowledgement of receipt, accompanied by supporting documents within one month of the date of return. In the event of a dispute, only the Ajaccio court has jurisdiction.

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Contrat 10846338104.

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Special conditions of sale updated on 14/03/2024

General terms and conditions of sale

Extracts from the Tourism Code

Literal reproduction of articles R.211-3 to R.211-11 of the French Tourism Code, in accordance with article R211-12 of the French Tourism Code.

Article R.211-3

Subject to the exclusions provided for in the third and fourth paragraphs of article L. 211-7, any offer and sale of travel or holiday services must be accompanied by appropriate documents which comply with the rules defined by this section.

In the case of the sale of air tickets or tickets for scheduled air services not accompanied by services related to this transport, the seller shall issue the purchaser with one or more tickets for the entire journey, issued by the carrier or under its responsibility.

In the case of transport on request, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned.

Separate invoicing of the various elements of a tourist package does not exempt the vendor from his obligations under the regulatory provisions of this section.

Article R.211-3-1

The exchange of pre-contractual information or the provision of contractual terms and conditions shall be made in writing. It may be made by electronic means under the conditions of validity and exercise set out in articles 1369-1 to 1369-11 of the Civil Code. The name or company name and address of the seller and an indication of his registration in the register provided for in a of article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union referred to in the second paragraph of article R. 211-2 are mentioned.

Article R.211-4

Prior to the conclusion of the contract, the seller must provide the consumer with information on the prices, dates and other components of the services provided as part of the journey or holiday, such as

- 1. The destination, means, characteristics and categories of transport used.
- 2. The type of accommodation, its location, its level of comfort and its main features, its certification and tourist classification in accordance with the regulations or customs of the host country.
- 3. Catering services on offer
- 4. A description of the itinerary in the case of a tour.
- 5. The administrative and health formalities to be completed by nationals or citizens of another Member State of the European Union or of a State party to the Agreement on the European Economic Area when crossing borders, and the time limits for completing them.
- 6. Visits, excursions and other services included in the package or available at extra cost;
- 7. The minimum or maximum size of the group enabling the journey or stay to be undertaken and, if the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or stay; this date may not be less than twenty-one days before departure.
- 8. The amount or percentage of the price to be paid as a deposit on conclusion of the contract and the schedule for payment of the balance;
- 9. The terms and conditions for revising prices as provided for in the contract in application of article R. 211-8.
- 10. Contractual cancellation conditions

- 11. The cancellation conditions defined in articles R. 211-9,
- 12. Information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness.
- 13. Where the contract includes air transport services, the information, for each leg of the flight, provided for in articles R. 211-15 to R. 211-18.

Article R.211-5

The prior information given to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify certain elements of the information. In this case, the seller must clearly indicate to what extent this modification may be made and on what element.

In any event, any changes to the prior information must be communicated to the consumer before the contract is concluded.

Article R.211-6

The contract concluded between the seller and the buyer must be in writing, drawn up in duplicate, one of which is given to the buyer, and signed by both parties. Where the contract is concluded electronically, articles 1369-1 to 1369-11 of the Civil Code shall apply. The contract must include the following clauses:

- 1. The name and address of the seller, its guarantor and its 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 holiday, the different periods and their dates
- 3. The means, characteristics and categories of transport used, the dates and places of departure and return
- 4. The type of accommodation, its location, its level of comfort and its main features, and its tourist classification under the regulations or customs of the host country;
- 5. Catering services;
- 6. The itinerary for a tour;
- 7. Visits, excursions or other services included in the total price of the trip or stay;
- 8. The total price of the services billed, together with an indication of any revision of this billing pursuant to the provisions of article R. 211-8;
- 9. Indication, where applicable, of charges or taxes relating to certain services, such as landing, disembarkation or embarkation taxes in ports and airports, and tourist taxes when they are not included in the price of the service(s) provided;
- 10. The final payment made by the purchaser may not be less than 30% of the price of the trip or holiday and must be made when the documents required for the trip or holiday are handed over;
- 11. Any special conditions requested by the buyer and accepted by the seller;
- 12. The terms and conditions under which the purchaser may submit a complaint to the vendor for non-performance or poor performance of the contract, which complaint must be sent as soon as possible, by any means enabling an acknowledgement of receipt to be obtained, to the vendor and, where appropriate, notified in writing to the tour organiser and the service provider concerned;

- 13. The deadline for informing the purchaser in the event of cancellation of the trip or holiday by the vendor where the trip or holiday is linked to a minimum number of participants, in accordance with the provisions of 7° of article R. 211-4;
- 14. Contractual cancellation conditions;
- 15. The cancellation conditions set out in articles R. 211-9, R. 211-10 and R. 211-11;
- 16. Details of the risks covered and the amount of cover under the insurance contract covering the consequences of the seller's professional civil liability;
- 17. Details of the insurance contract covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of insurer) and details of the assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness; in this case, the seller must provide the buyer with a document specifying at least the risks covered and the risks excluded;
- 18. The deadline for informing the seller in the event of transfer of the contract by the buyer;
- 19. A commitment to provide the buyer with the following information at least ten days before the planned date of departure:
 - The name, address and telephone number of the seller's local representative or, failing that, the
 names, addresses and telephone numbers of local bodies likely to be able to help the consumer in the
 event of difficulty or, failing that, the telephone number for establishing urgent contact with the
 seller;
 - For trips and stays abroad by minors, a telephone number and address enabling direct contact to be made with the child or the person responsible for the stay;
- 20. The clause providing for cancellation and reimbursement without penalty of sums paid by the purchaser in the event of failure to comply with the obligation to provide the information set out in 13° of article R. 211-4;
- 21. The commitment to provide the purchaser with departure and arrival times in good time before the start of the journey or holiday.

Article R.211-7

The purchaser may transfer his contract to a transferee who fulfils the same conditions as he does for taking the trip or holiday, as long as this contract has not produced any effect.

Unless otherwise stipulated, the transferor must inform the vendor of his decision by any means capable of producing an acknowledgement of receipt no later than seven days before the start of the holiday. In the case of a cruise, this period is extended to fifteen days. Under no circumstances is this transfer subject to prior authorisation by the vendor.

Article R.211-8

When the contract expressly provides for the possibility of revising the price, within the limits set out in article L. 211-12, it must state the precise terms and conditions for calculating price variations, both upwards and downwards, and in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the trip or holiday, the proportion of the price to which the variation applies, and the exchange rate or rates used as a reference when establishing the price stated in the contract.

Article R.211-9

When, before the buyer's departure, the seller is obliged to make a change to one of the essential elements of the contract, such as a significant increase in the price, and when he fails to comply with the obligation to provide the information referred to in 13° of article R. 211-4, the buyer may, without prejudice to any claims for compensation for

any damage suffered, and after having been informed by the seller by any means that enables an acknowledgement of receipt to be obtained :

- Or terminate the contract and obtain an immediate refund of the sums paid, without penalty;
- Any reduction in price will be deducted from any sums still owed by the purchaser and, if the payment already
 made by the purchaser exceeds the price of the modified service, the overpayment must be returned before
 the date of departure.

Article R.211-10

In the case provided for in article L. 211-14, when, before the purchaser's departure, the vendor cancels the trip or holiday, he must inform the purchaser by any means that enables him to obtain an acknowledgement of receipt; the purchaser, without prejudice to any recourse for compensation for any damage suffered, obtains from the vendor the immediate reimbursement, without penalty, of the sums paid; in this case, the purchaser receives compensation at least equal to the penalty that he would have incurred if the cancellation had been his fault on that date.

The provisions of this article shall in no way prevent the conclusion of an amicable agreement for the purpose of acceptance by the purchaser of a substitute trip or holiday offered by the vendor.

Article R.211-11

When, after the departure of the purchaser, the vendor finds himself unable to provide a preponderant part of the services provided for in the contract, representing a significant percentage of the price paid by the purchaser, the vendor must immediately take the following steps, without prejudice to any claims for compensation for any damage suffered:

- Or offer services to replace the planned services, possibly at an additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse the buyer for the difference in price on his return;
- Or, if it is unable to offer any replacement service or if these are refused by the buyer for valid reasons, provide the buyer, at no extra cost, with tickets to ensure his return under conditions that can be deemed equivalent to the place of departure or to another place accepted by both parties.

The provisions of this article apply in the event of non-compliance with the obligation set out in 13° of article R. 211-4.

General terms and conditions of sale updated on 14/03/2024