

## **GENERAL TERMS AND CONDITIONS OF SALE « ADULT GROUPS » SERVICES**

### **ARTICLE 1 – DEFINITION AND SCOPE**

#### **1.1- Definitions**

« Customer » or « You » or « User » refers to any legal and/or natural person soliciting Le Voyage à Nantes so as to book, order and/or buy any Service offered by the Group commercial Department of Le Voyage à Nantes either for its own account or for the benefit and/or on behalf of a determined number of natural persons and benefiting as such from the General Terms and Conditions of Sale and Price Hereinafter;

« Specific Conditions » refers to the contractual conditions inherent to each Service (whatever their name: « conditions and restrictions », etc.) issuing from the society Le Voyage à Nantes and/or from our Service Partners necessarily accepted by the Customer upon acceptance of the quote drawn up by the Voyage à Nantes;

« Quote » refers to the document established by Le Voyage à Nantes at the Customer's request including in particular the purpose, the nature, the price and the date of the services accompanied by potential Specific Conditions and these Terms and Conditions of Sale.

« Tourist packages » or « Stays » refers to any stay either previously established (package) or consisting of several services added together (Basket) combining transport and/or accommodation (at least one overnight stay), with another tourist service such as the offered sightseeing tours, provided that the booking of these different elements would be done at the same time ;

« Adult Groups » refers to a group of persons that cannot meet the definition of the school groups or of young public that shall be subject to General Terms and Conditions for Specific Sales. A minimum of 15 members is required to form this group: Castle of the Dukes of Brittany and Machines of the Isle. For the Nantes.Tourisme and Estuaire Nantes <> Saint Nazaire services, no minimum number of persons is imposed.

« Package » refers to a whole set of services and/or customer care offered together at an overall price;

« Basket » refers to an additional selection offered by the Customer of several Services or customer care the overall price of which is composed of the unit price of each service(s) or customer care;

« Partner » refers to any service provider at Le Voyage à Nantes. The term « Partner » notably comprises hoteliers, bus tour operators, event organisers (concerts, festival, cruises, etc.), restaurants, sightseeing tour organisers, etc.;

« Participant » refers to any natural person belonging to the Adult Group constituted under the responsibility of the Customer and receiving one or several Services offered in this framework;

« Service » refers to a provision of service supplies, such as the supply for the accommodation, visits and catering services, etc.;

« Service only » or « services on a non-package basis » refers to any service separated, booked or ordered regardless of any « tourist package », « Package » or « Basket », such as guided tours, dinners, special events or nights in a hotel only, or entrance tickets to tourist sites.

#### **1.2 - Scope**

The purpose of these General Terms and Conditions of Sale is to define the terms and conditions of access to the « adult groups » Services. They apply as much to the Tourist Packages, the Packages and the Baskets as to the Services only offered by the Group commercial Department of Le Voyage à Nantes, intended for Adult Groups and directly booked through the latter whose contact information is provided in article 2 below.

The sale of tourist services is regulated by Title 1 of Book 2 of the Tourism Code relating to the organisation of the sale of journeys and stays.

In accordance with article R. 211-12 of the Tourism Code, the articles R. 211-3 to R. 211-11 of the said Code are reproduced below, in article 26.

These Terms and Conditions of Sale, as well as the Specific Conditions applicable to each Service, apply to any booking made with the Group commercial Department of Le Voyage à Nantes, notably to the marketing of the whole set of Services directly offered by the Group commercial Department of Le Voyage à Nantes, on its own behalf and on behalf of its Partners.

These General Terms and Conditions of Sale are valid **from 29/03/2018**. This edition cancels and replaces all previous versions.

The Customer is invited to carefully read these General Terms and Conditions of Sale, that are provided when the Quote is sent and automatically annexed to the said Quote.

The Customer's subscription to one or several « Adult groups » Services, implies full and whole acceptance of these Terms and Conditions of Sale.

## ARTICLE 2 - ORGANIZER

All the Services subject to these General Terms and Conditions are organised by:

**Le Voyage à Nantes – Service commercial Groupe**  
1 – 3 rue de Crucy – BP 92211 – 44022 Nantes cedex 1 – France  
Tél. +33 (0) 2 40 20 60 11 / Fax + 33 (0) 2 51 17 48 65  
Email: [groupe@nantes-tourisme.com](mailto:groupe@nantes-tourisme.com)  
<http://www.nantes-tourisme.com/groupe/groupe-2939.html>

SIRET number 482 414 216 00044/APE CODE 9103 Z / INTRA COMMUNITY VAT NUMBER FR 41 482 216 000 44 / IM 044 00025

Social form: publicly owned local corporation  
Insurer: HISCOX EUROPE UNDERWRITING LIMITED Company (19 rue Louis Le Grand 75002 Paris),  
through the company Sarre et Moselle, (17 avenue Poincaré, 57400 Sarrebourg).

Financial guarantee established with the APST (15 avenue Carnot 75017 Paris) according to article L. 211-18 II a) of tourism code

The SPL Le Voyage à Nantes (Le Voyage à Nantes) is registered with travel agencies and tour operators under number IM044110017.

## ARTICLE 3 – GENERAL INFORMATION

It is expressly specified that in accordance with the provisions of article L. 211-9 of the Tourism Code that the information contained on our various communication media, notably on our brochures and websites may be subject to change that must be disclosed to the Customer prior to the conclusion of the agreement, it being specified that some shows, attractions, animations, shops, restaurants that are only open during certain seasons and can be closed, modified, delayed or deleted without notice.

Besides, the hotels and the other institutions have been described as accurately as possible. However, due to maintenance work carried out on a regular basis, some equipment or services offered may be temporarily closed, deleted or modified after the publication of our documents.

Le Voyage à Nantes, acting on behalf of its Partners, shall make its best effort to supply photographs and illustrations, which give You an indication of the Services being offered.

The purpose of these photographs and illustrations is to advise You on the category or level of comfort of the services concerned. For

technical reasons, the actual characteristics of the Services may sometimes slightly differ, notably in terms of colour, from the ones visible on the photographs displayed on our website and on our brochures. For more information about the characteristics of these Services, You can contact Le Voyage à Nantes by phone: **+ 33 (0) 2 40 20 60 11**.

It is expressly agreed that, if applicable, the description included in our Websites specifies that some activities offered are not necessarily available outside the tourist season and/or that they depend on the registration of a minimum number of Participants. The information appearing on our brochures can be subject to some modifications that will be made known to the Customer before concluding the agreement.

It is also possible that some activities that are offered and specified on our various communication media may be deleted or cancelled notably due to the unpredictable and insurmountable act of a third party not normally involved in the provision of the services stipulated in the agreement or to any circumstances beyond their control. This risk, beyond the control of Le Voyage à Nantes and of its Partners, forms an integral part of the agreement that You enter into.

#### **ARTICLE 4 – FORMATION OF THE CONTRACT**

The contract, drawn up under the conditions laid down in article 5 below commits the Customer under the General Terms and Conditions specified in these General Conditions of Sale, accessible at any moment notably on the website [www.nantes-tourisme.com](http://www.nantes-tourisme.com) the Customer acknowledges being fully aware hereof and accepting these terms.

Besides, it's the responsibility of the Customer to ensure that all the Participants have acquainted with these General Conditions of Sales and to have accepted them.

#### **ARTICLE 5 – QUOTE**

Le Voyage à Nantes shall address the Customer and at his or her request by any means a quote notably including the purpose, nature, price and date of the Services accompanied by potential Specific Conditions, of these Terms and conditions of sale.

The Quote is drawn up according to a minimum number of Participants, to a day of arrival and to the chosen Services. These elements are specified in the Quote and the price is fixed accordingly.

Subject to the following provisions regarding cancellation, the Quote shall become final and commit le Voyage à Nantes only after receipt by le Voyage à Nantes before the date stated on the quote, and unless otherwise specified, before at least 20 days from the first day of performance of the Services:

- Of the aforementioned quote dated and signed, from the moment that no deposit is required (the postmark on the aforementioned quote being proof of sending);
- Of the aforementioned quote dated and signed and receipt of a deposit when this one is required for the Packaged services and for the Baskets (the date payment is received as evidence).

Failing that, the Quote shall become null and void and the Customer shall under no circumstances rely upon the latter. Except for the « Packaged » and « Baskets » services, partial or total payment of the services shall be regarded as a confirmation of the Quotes by the customer as well as the acceptance of the contract and of these Specific Terms of Sale.

Any signed contract shall be addressed to: SPL LE VOYAGE A NANTES / Service commercial Groupes / 1-3 rue Crucy – BP 92211/44022 Nantes Cedex 1.

The terms and conditions of payment of the deposits are specified in the Quote addressed to the Customers

#### **ARTICLE 6 – CANCELLATION/MODIFICATION**

All the terms and conditions pertaining to cancellations, potential modification and/or to refund are defined in the Quote, these Terms and Conditions of Sale, and/or in the Specific Conditions for each Service.

##### **6.1 - Modification due to the Customer:**

No modification of the Services may be made without the written consent of Le Voyage à Nantes

The requests for any modification of a final Quote shall be submitted in writing to Le Voyage à Nantes and sent by Email/mail/fax. A variation in the number of persons (particularly relating to a decrease) could lead to a price increase fully enforceable against the Customer. The requested changes may be carried out by Le Voyage à Nantes subject to acceptance and feasibility only. By no means, the modifications directly set out by the Customer on a document from Le Voyage à Nantes may not be opposed to Le Voyage à Nantes.

It is specified that Any change in the date of the Holiday, in the type of services or of hotel establishment asked by the Customer constitutes a total cancellation of his/her initial order and subject to the provisions laid down in article 6.2 hereinafter.

In the case le VOYAGE A NANTES is able to make the requested changes, the latter shall send as soon as possible to the Customer an amending quote including, if need be, a request for an additional down payment related to the price increase. The absence of signature of the new Quote and/or of receipt by Le Voyage à Nantes of the said down payment will result in its cancellation due to the Customer and be submitted to the provisions of Article 6.2 below.

##### **6.2 - Cancellation due to the Customer:**

Any cancellation even in part shall be notified to the Le Voyage à Nantes by registered letter with an acknowledgement of receipt. The date for acknowledgement by le Voyage à Nantes shall be the date of mailing (as evidenced by the postmark) or the date of receipt of the fax or of the email (date of acknowledgement of receipt).

In case of a cancellation after the payment of the deposits, unless otherwise specified in the Quote, Le voyage à Nantes will charge the Customer the following penalties

\*(By J, It is understood the first day of performance of the Services):

**In case of a cancellation in part:**

	Up to 3 days before the D-Day	Less than 3 days before the D-Day
Group Visit	0% of the amount of the services	100% of the amount of the services
Group Day	0% of the amount of the services	100% of the amount of the services

	Up to 20 days before the D-Day*	19 before days before the D-day to 3 days before the D- day	Less than 3 days before the D-Day
Group Stay	0% of the amount of the services	50% of the amount of the services	100% of the amount of the services

**In case of a total cancellation :**

**(Total cancellation (complete group cancellation of the group or a reduction to the number of confirmed attendees resulting in the deletion of a service of tourist guiding) :**

	Up to 20 days before the D- Day*	19 before days before the D-day to 3 days before the D-day	Less than 3 days before the D-Day
Group Visit	0% of the amount of the services	50% of the amount of the services	100% of the amount of the services
Group Day	0% of the amount of the services	50% of the amount of the services	100% of the amount of the services
Group Stay	0% of the amount of the services	100% of the amount of the services	100% of the amount of the services

\* unless otherwise stated in the contract

In any event, the potentially subscribed insurance policies are not refundable in the event of cancellation.

**6.3 - Modification / Cancellation due to Le Voyage à Nantes:**

**6.3.1. Modification before departure**

In the case where a confirmed file would be modified one of the essential elements by Le Voyage à Nantes, before the beginning of the performance of the services and, at all events, before the customer's departure, notably in a case of force majeure or due to events beyond the direct control of Voyage à Nantes, the Customer shall, within 8 days after being notified in writing by Le Voyage à Nantes:

- Either put an end to his or her booking and terminate the contract: in this case the Customer will obtain, without penalty for Le Voyage à Nantes, the immediate reimbursement of any amount paid,
- Or accept the proposed modification by Le Voyage à Nantes by signing an amendment to the contract, after acceptance of an amending Quote and the updated program of the Services. Any decrease in price shall be deducted from the amounts potentially remaining due by the Customer and, if the payment already made by the latter exceeds the price of the modified service, the excess amount must be settled in his/her favour.

**6.3.2. Cancellation before departure**

In the case where Le Voyage à Nantes cancels the Services before the departure of the Customer, the latter shall be informed by any means allowing to provide an acknowledgment of receipt. The Customer shall be immediately reimbursed of the money paid. Except in cases of force majeure and events beyond Le Voyage à Nantes' control, only for Tourist packages and Stays, the Customer will be given, in this case, an indemnity at least equal to the penalty that he/she would have borne if the cancellation had happened on account of him/her at this date.

These provisions do not apply if an agreement is found the purpose of which would be the Customer's acceptance of an alternative service proposes by Le Voyage à Nantes.

**ARTICLE 7 – PERFORMANCE OF THE SERVICES**

### **7.1- Impossibility to perform due to the Customer:**

The date of Performance of the Services expected on the Quote accepted by the Customer is imperative.

As a consequence, any impossibility to perform the Service due to the Customer (absence or delay), entails his or her responsibility and forces him or her to repair the entire damage suffered by Le Voyage à Nantes particularly connected to the potential penalties and claims of its Partners.

Any service not performed due to the Customer shall be owed by the latter to Le Voyage à Nantes.

In case of a delay of the Adult Group, the maintaining of all the services and/or their duration cannot be guaranteed by Le Voyage à Nantes. The Customer shall expressly inform the departments or welcome sites concerned by the service(s), the number of which is indicated on page 2 of the contract.

### **7.2 - Impossibility to perform due to Le Voyage à Nantes**

When in the course of performing the contract, after the departure of the Customer, Le Voyage à Nantes finds it impossible to provide a major part of the services stated in the contract, constituting a significant proportion of the price honoured by the Customer, Le Voyage à Nantes may propose a replacement service to the one originally planned by potentially bearing any additional price. If the replacement service accepted by the Customer is of inferior quality, Le Voyage à Nantes shall reimburse the price difference to him or her.

In the case of Tourist packages and Stays, if Le Voyage à Nantes cannot provide a replacement service or if this one is rejected by the Customer for valid reasons, the first one will pay to the second one a compensation calculated on the same basis as these applied in case of cancellation due to Le Voyage à Nantes before the departure of the Client, after deduction of the potential share of services that would have been consumed by the Customer.

### **7.3 – Access conditions to the sites and the tours:**

#### 7.3.1. Sites: Castle of the Dukes of Brittany and Machine of the Isle

Each of the sites Castle of the Dukes of Brittany and Machine of the Isle benefits from rules of regulations that must be respected in its entirety by the Customer and their Participants. It shall be available to the Customer upon simple request. The Customer undertakes to make these rules of regulations known to the Participants and guarantees that all Participants will respect these provisions

Primarily:

- Access to the controlled areas with a ticket is not allowed to the visitors carrying large pieces of luggage (schoolbags, suitcases, backpacks, carrier bags, motorcycle helmets).
- The Customer shall be responsible for raising the Adult Group's awareness about the essential rules of the preservation of artworks (cf. article 7.3.3 below) and about respecting the other visitors with an adapted behaviour. The rules of common courtesy and propriety must be observed by order by all the Participants. It says here that in the case of
- Misbehaviour or of unacceptable behaviour by the Customer and/or by one or several Participants, the whole group could be asked to vacate the premises even before completion of the tour;
- The artworks, models, machines and objects, unique and often fragile that are on display shall not be touched;
- Smoking, eating or drinking is forbidden inside the buildings;
- Only guide dogs are allowed

At the Machines of the Isle, a system of trolleys is available to the groups to enable them to drop objects, personal effects (small backpacks...). For safety reasons, the acceptance of a bag for instance may be subject to its prior opening by the visitor. Valuables and/or sums of money shall by no means be deposited. The executive office of the Machines declines all liability in case of loss, theft or of damage occurred to the belongings deposited in this system of trolleys.

At the Castle of the Dukes of Brittany, a cloakroom service is offered to visitors. Besides, the right to speak aloud in the rooms is regulated. Aside from the Voyage à Nantes staff, upon appropriate justification, only curators, guide-interpreters, lecturers holding a professional licence, delivered in France by the ministries of Tourism or of Culture are authorized. An authorization to visit badge will be given to the external guide after presentation of his or her professional licence on the day of the visit.

#### 7.3.2. Specific Conditions Nantes.Tourisme tours and Estuaire Nantes <> Saint Nazaire

As regards the Estuaire Nantes <> Saint Nazaire cruises:

- Pets are not allowed on the boat, except for guide dogs.
- Smoking is forbidden on board
- Bringing your own drink or snack on board except for the Cruises including or offering a drink, snack or restaurant service.

Bike embarkations are possible but subject to availability, booking is compulsory (warning: space limited)

As regards the \_Nantes.Tourisme tours and particularly the ones made in urban zone:

- The Customer is required to respect, and to ensure respect for the Adult Group, of the essential rules of preservation of the visited sites and to respect the other visitors with an adapted behaviour.
- The rules of common courtesy and propriety must be observed by order by the Customer and by all the Participants. In the case of misbehaviour or of unacceptable behaviour by the Customer and/or by one or several Participants, the guide may -in his or her own right- end the route before completion of the programme of the tour.
- Some tourist attractions not accepting pets, it is not possible to change the routes in order to remedy this problem. The Customer is required to make arrangements among Participants before any visit.
- The visiting hours specified in the Customer's agreement shall not be changed at the last minute, or be postponed due to a delay attributable to the Customer and/or to one or several Participants (as, for instance, due to a lack of assessment of the distances to be travelled, etc....)

The parking facilities for touring coaches during the site visits are the responsibility of the transport company.

### 7.3.3. Specific Conditions relating to the artworks.

The provisions of law that apply to artworks are recalled here.

Notably being artworks: the Elephant, all the machines of the Machine Gallery and of the Marine Worlds Carousel, the combined permanent collections of Nantes History Museum and of the collections presented as part as the temporary exhibitions of the Castle of the Dukes of Brittany, all the artworks implanted of the public space and/or being part of the Estuaire Nantes <-> Saint-Nazaire collection, the whole set of installations that can be exhibited and presented as part of the site visits offered to visitors ( example : Le Nid, street murals, etc.)

Thus, any reproduction, representation, distribution and/or sale or other use on a direct or indirect commercial basis, in any country, of photographs or visuals of any nature whatsoever, of an artwork, without having obtained prior authorisation, constitutes an act of counterfeit which can engage the civil and/or penal liability for its author in accordance with articles L 331-1, L 335-2 et L 335-4 of the intellectual Property Code.

At the Castle of the Dukes of Brittany (inside the museum and in the temporary exhibitions), as in the Machines of the Isle, photographs with a flash and/or taken with a tripod, as well as videos are forbidden. The photographs of the artworks thereby made may only be used for personal (limited to the family only: private use or for study in school) and non-commercial purposes.

Besides, at the Machines of the Isle, any shooting inside the Elephant is strictly forbidden.

Freehand drawings are not allowed insofar as their authors do not impede the flow of users, of the staff and of the handling equipment. The authorisation should only be carried out for a reduced used in the family circle (private use or for study in school).

For any other uses than those authorized above, it is necessary that they have obtained express and prior authorization of the Director of the concerned site or, by default, or by the persons empowered to do so.

## **ARTICLE 8 – INSURANCE**

Except as regards the cancellation insurance as stipulated below, no other insurance is included in the Services offered.

The Customer is responsible for and guarantees SPL Le Voyage à Nantes against all the damages caused by him or her or caused by the Participants (material damage and damage caused to a third party in particular). He or she is invited to take out an insurance contract, notably a damage and liability insurance, covering the consequences of his or her activities.

Le Voyage à Nantes draws the Customer's attention on the possibility to take out a cancellation insurance, either with the insurance company of his or her choice, or by consulting the Group commercial department of Le Voyage à Nantes to receive a customized quotation calculated on the basis of the total amount of services. In the event that You wish to benefit from this offer, we will inform You, prior to the confirmation of your Quote, of the amount of the corresponding insurance premium as well as the insurance conditions. It is stated that in any case, the underwritten insurance premium is not refundable in case of cancellation.

The insurance claims are made directly with Le Voyage à Nantes, respecting the terms of the insurance contract (deadlines, supporting documents, etc.).

## **ARTICLE 9 – PROOF**

It is expressly agreed that, except in the case of an obvious error of Le Voyage à Nantes the data stored in the information system of Le Voyage à Nantes, notably in the e-mail tools used by Le Voyage à Nantes, shall constitute conclusive evidence as to the accepted quotes and to the performance of the obligations of the parties. The electronic or computerized data being stored by Le Voyage à Nantes shall constitute evidence, and, if they are produced as means of evidence by Le

Voyage à Nantes in any litigious proceedings or other, they shall be admissible, valid and enforceable as between the parties in the same manner, in accordance with the same conditions and with the same probative force as any document prepared, received or recorded in writing.

## **ARTICLE 10 – PRICE**

### **10.1 – General provisions**

Prices are indicated in the Quote and denominated in Euros.

The fixed prices in the Quote accepted by the Customer are firm and non-revisable subject to changes as referred to in Article 10.2 of these terms.

The prices of the Services are generally understood including all the related taxes, charges and the service costs.

The costs and services charges correspond to the costs related to the Services, incurred by Le Voyage à Nantes and the Partners and in particular the indirect taxes (VAT, other similar taxes) and the other charges needed to process the Quote.

Besides, generally, unless explicitly stipulated otherwise, are not included in the prices the overall personal expenditure or secondary to the Service, such as bus transfers (unless otherwise specified), all the extraordinary expenses following an event Le Voyage à Nantes can not be held responsible for, cancellation insurance (except for personalized pricing as mentioned in article 8 above), and more generally any service not expressly included in the Quote.

When the quote includes an accommodation Service, the prices are notably calculated according to the number of overnight stays and not according to the number of full days.

### **10.2 - Price changes**

The prices of the Services (except for a flat-rate basis for the guide and mediator services) were determined in accordance with the economic conditions in force at the date the quotation was drawn up.

The prices can be revised even after the contract was formed according to the variations or the imposition of royalties and taxes related to the Services offered. LeVoyage à Nantes and its Partners reserve the right to change the global amount of your agreement by assigning it with the percentage change of the element concerned. You will be informed of any price increase in writing and You can either cancel, or accept the changes applied in the conditions provided under article R. 211-9 of the Tourism Code reproduced belows.

The prices can be revised even after the agreement was formed in the case of changes due to the Customer in the conditions laid down in article 6.1.

Once the Quote was confirmed by the Customer in the form provided for in Article 5 aforementioned, Le Voyage à Nantes cannot apply the discount and the punctual promotional offers retroactively.

### **10.3 –Free admissions**

- Castle of the Dukes of Brittany: 1 free admission from 24 paying persons and above / 2 free admissions from 45 paying persons and above
- Machines of the isle: 1 free admission from 24 paying persons and above / 2 free admissions from 45 paying persons and above
- Visits, days, stays: see specific conditions stipulated in the contract

Coach drivers have a free admission systematically (not included in the free admissions mentioned above) on the visits of the sites Castle of the Dukesof Brittany / Machines of the Isle when they attend.

## **ARTICLE 11 – PAYMENT METHODS**

### **11.1 General Provisions**

The payment methods are those laid down in the Quote.

All fees are inclusive of tax (except for inter-community quotes with an appropriate justification). All the payments shall be made in euros

Unless otherwise specified in the Quote:

The remaining balance for the booked services shall be paid by the Customer, upon receipt of the invoice sent by the accounting department of Le Voyage à Nantes:

- Administrative payment order or voucher: send the purchase order to the following address: LE VOYAGE A NANTES SPL, Service commercial groupes, 1-3 rue Crucy – BP 92211, 44022 Nantes Cedex 1 or by email: groupes@nantes-tourisme.com. The invoice, payable upon receipt, shall be sent after the visit.

Or

- bank transfer: to the account IBAN FR76 1444 5004 0008 0014 8170 223. On the account statement, the Customer shall write as the purpose of this bank transfer the name of his establishment as well as his file number or the invoiced transferred by the Voyage à Nantes and to inform the commercial service groups at [groupe@nantes-tourisme.com](mailto:groupe@nantes-tourisme.com) and to the accounting department at [compta@lvn.fr](mailto:compta@lvn.fr).

### 11.2 - For Services only:

No deposit shall be required for the services only.

Payment on site shall be exceptionally accepted after prior written acceptance of the group commercial department. That one shall be made in cash, by French bank cheque or by credit card except for those belonging to the "American express" network. The paid invoice shall be sent after the visit by the accounting department of the Voyage à Nantes.

### 11.3 - For the packaged services and/or the Baskets (half days, days and stays):

A 50% deposit shall be paid by the Customer at the date indicated on the Quote and 20 days at the latest before the starting point of the services. If payment of the deposit is not made before the date indicated on the Quote, the offer of Le Voyage à Nantes shall be automatically cancelled.

The outstanding balance for the booked Services shall be paid by the customer, after receipt of the invoice sent by the accounting department of the Voyage à Nantes.  
No payment on site shall be accepted.

## ARTICLE 12 - LIABILITY

### 12.1 Liability of Le Voyage à Nantes

It is specified that Le Voyage à Nantes shall hold a professional travel agency liability insurance policy (Policy n°: 120 169 194) subscribed with the Hiscox Company, through the company Sarre et Moselle, 17 avenue Poincaré 57400 Sarrebourg that covers bodily, material, and immaterial damage that may occur to the customers as a consequence of a default or a deficiency due to its services in the course of its activities of sales of trips and/or holidays, also including missions of tourism promotion and engineering, and any other activity referred to in articles L 211-1 and followings of the Tourism Code.

Le Voyage à Nantes is rightfully liable towards you for the correct discharge of the obligations, which result from this agreement whether these obligations are to be discharged in person or by other Partners, without prejudice to his/her right to claim against the said partners.

However, Le Voyage à Nantes may be released from all or part of the liability by proving that the non-execution of the contract was due either to the purchaser or to the unpredictable and insurmountable act of a third party not normally involved in the provision of the Services stipulated in the contract, or to any circumstances beyond their control.

Le Voyage à Nantes cannot be held responsible for material (such as loss, theft or deterioration of equipment), consequential and/or physical damages which may be suffered by the Customer and which may result because of the latter, in case of force majeure or because of any third party involved in the organization or in the execution of the services.

In the eventuality that You encounter a problem not related to a failure or to the responsibility of Le Voyage à Nantes to fulfil its obligations under these conditions, Le Voyage à Nantes will do its utmost to assist You.

### 12.2 - Your liability:

You and all the Participants to the Services undertake to respect these Conditions, the Specific Conditions of our Partners and all the instructions and guidelines concerning our services set out in our brochure, on the website or any other document originating from the society Le Voyage à Nantes, and to behave in a respectful and courteous way during your stay and/or your visits and travels. In the eventuality that your attitude or that of one of the participants to the trip, stay or tour might cause harm, a danger or trouble to one of our employees, of our service providers, agents, or to the public in general, we reserve the right in our sole



discretion to put an end to your stay at any time. In such cases, you will not be entitled to any refund or compensation in respect of the early termination of your Services and we reserve the right to claim for the reimbursement of the costs resulting from this attitude.

#### **ARTICLE 13 - INFORMATION AND CLAIMS**

Any claim that occurs during the performance of the contract shall be submitted as soon as possible to Le Voyage à Nantes so as to allow a solution to be found instantly.

Any claim made after the performance shall be addressed to Le Voyage à Nantes as soon as possible and no later than 20 days following the end of performance of the Service.

All claims shall be addressed by any means allowing Le Voyage à Nantes to acknowledge receipt.

The claim shall specify the details of your discontent, the date of the Service and the number of the order.

You must respect the personal and confidential nature attached to any correspondence.

In the absence of a satisfactory response within 60 days after the dispatch of your claim, You have the possibility to refer the matter to the Tourism and Travel Mediator, whose contact and referral requirements can be obtained by consulting his website: [www.mtv.travel](http://www.mtv.travel).

The waiver by the Customer of one or several Services cannot be subject to any refund or compensation by Le Voyage à Nantes.

#### **ARTICLE 14 - FORCE MAJEURE**

The Partners and/or Le Voyage à Nantes reserve the right to cancel any booking in cases of force majeure.

This shall particularly apply in case of a staff strike of Le Voyage à Nantes and/or of the Partners' Staff, of large-scale demonstrations, unpredictable weather conditions when the contract was concluded and unstoppable (storms...), exceptional hydrological (rising water levels, floods) and geographical conditions.

Cannot be considered as force majeure, by either Party, means of transport strikes (except in the event of a national and general strike which makes it objectively impossible to implement the contract), strikes of teachers, schools and universities, bad weather conditions, small demonstrations.

In cases where Le Voyage à Nantes would be forced to cancel the Services **before** departure of the Customer (concern Tourist packages and Stays) or **before** the Customer could start to benefit from them (concern Service only), a postponement of Services or their refund shall be proposed to the Customer.

In cases where Le Voyage à Nantes would be forced, as a result of force majeure, to cancel the Services **after** departure of the Customer (concern Tourist packages and Stays) or **after** the Customer could start to benefit from them (concern Service only), no refund can be made to the Customer.

In any case, the total or partial non-performance of Services, due to a case of force majeure, shall not give rise to any damages or interest.

#### **ARTICLE 15 - TRANSFER**

The Customer may not transfer his or her agreement to a third party without the written consent of the SPL Le Voyage à Nantes.

#### **ARTICLE 16 - PROTECTION OF PERSONAL INFORMATION (CNIL)**

In accordance with the Law n°78-17 dated January 6th 1978, pertaining to data processing, files and freedoms known as "Data-processing and Freedoms", This site has been declared to the CNIL (n° 856064).

Pursuant to Article 34 of the "Data-processing and Freedoms" law, You have a right to access, correct, and eliminate any information about You. To exercise that right, please contact

**Le Voyage à Nantes** – 1 – 3 rue de Crucy – BP 692211 – 44022 Nantes cedex 1 – France.

The information that You give us when placing your order will not be transmitted to any third party apart from the service providers that you have ordered. This information will be regarded as confidential by Le Voyage à Nantes and its providers. This information shall be used only by the internal services of *Le Voyage à Nantes* and its providers, for the processing of your order and to reinforce and personalize communication and the service offers reserved for Customers.

#### **ARTICLE 17 – APPLICABLE LAW AND JURISDICTION**

These Special Terms and Conditions of Sale are subject to French Law. If no amicable agreement is reached, any dispute arising from their interpretation and/or their execution shall be submitted to the exclusive jurisdiction of the relevant Nantes Courts.

#### **ARTICLE 18 – MISCELLANEOUS**

The fact that Le Voyage à Nantes does not raise, at some point, one of the provisions of these General Terms and Conditions shall not be construed as amounting to a waiver of the right to rely upon the same on a future occasion.

If any provision of these Conditions shall become null and void, this one would be declared invalid; it shall therefore be deemed as not written but nevertheless shall not affect the validity of any remaining provisions unless the provision that is declared null and void was essential and determining.

#### **ARTICLE 19- EXTRACTS FROM THE TOURISM CODE**

The brochure or leaflet and the organizer's travel and holiday summary proposal, transferred by paper or by electronic means, shall constitute the prior information referred to in article R211-4 of the Tourism Code.

##### **Article R211-3**

Without prejudice to the exclusions provided for in the third and fourth paragraphs of article L. 211-7, any offer and any sale of travel and holiday services give rise to the relevant documents being handed over, these documents meeting the rules defined by this heading. In the case of the sale of tickets for transport by air or the sale of tickets for transport by regular services not accompanied by services linked with these transport services, the seller hands over to the purchaser one or more travel tickets for the entire journey issued by the carrier or on his own account. In the case of transport being provided on request, the name and address of the carrier on whose account the tickets have been issued, must be mentioned. The separate invoicing of the various elements making up a package does not release the seller from any obligations coming under this heading.

##### **Article R211-3-1**

The exchange of pre-contractual information or the availability of contract terms shall be in the form of a written document. They can also be made by electronic means in the conditions of validity and the operating conditions provided for in articles 1369-1 to 1369-11 of the Civil Code. The name or company name and the address of the seller shall be stated as well as his registration number stipulated in a of article L. 141-3 or, if required, the name, address and registration number of the federation or union mentioned in the second paragraph of article R. 211-2.

##### **Article R211-4**

Prior to the signing of the contract, the seller must give the consumer all relevant information concerning the rates, dates and other component parts of the services provided for the journey or the holiday such as:

- 1° the destination, means, nature and categories of transport involved,
- 2° The type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in host country,
- 3° The meals provided,
- 4° The description of the itinerary in the case of a tour;
- 5° The administrative and health formalities to be carried out by nationals or by citizens of another Member State of European Union or a State that is part of the agreement concerning the European Economic area especially in the case of crossing borders, together with the deadlines by which such formalities must be terminated;
- 6° Visits, excursions and other services included in the package or which may be available against payment of a supplement,
- 7° The minimum or maximum size of the group enabling the journey or holiday to take place, as well as, if the journey or holiday will only take place if there is a sufficient number of participants, the deadline by which the consumer must be informed should the journey or holiday be cancelled; this date may not be set at less than twenty one days before the scheduled departures date;
- 8° The amount or percentage of the rate which is to be settled as a deposit on signing the contract and the dates by which the balance must be paid;
- 9° The rules for reviewing prices as laid down in the contract in application of article R. 211-8 ;
- 10° The contractual terms of cancellation,
- 11° The terms of cancellation as defined by articles R. 211-9, R. 211-10 and R. 211-11;
- 12° Information concerning optional insurance policies covering the consequences of certain cases of cancellation or assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident;
- 13° When the contract contains services of transport by air, information, for each flight section, as laid down in articles R. 211-15 to R. 211-18.

**Article R211-5**

Any prior information given to the consumer binds the seller unless the said information states that the seller expressly reserves the right to modify certain element therein.

In this case, the seller must clearly indicate to what extent this modification may occur and regarding which elements.

In all cases, the modifications made to the information given previously must be sent to the consumer before the contract is signed.

**Article R211-6**

The contract signed between the seller and the purchaser must be written down and drawn up in duplicate, one of which is given to the purchaser, and must be signed by both parties. When the contract is concluded by electronic means, the provisions of articles 1369-1 to 1369-11 of the French Civil Code shall apply. The contract must contain the following clauses:

- 1° The name and address of the seller, his guarantor and insurer and the name and address of the organizer,
- 2° The destination(s) concerned by the journey and, in the case of a holiday covering several stages, the various periods and dates involved,
- 3° The means, nature and categories of transport involved together with the dates, times and places of departure and return;
- 4° The type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country,
- 5° The number of meals provided,
- 6° The itinerary in case of a tour,
- 7° The visits, excursions and other services included in the overall price of the journey or the holiday;
- 8° The total price of the services charged and indication of any possible review in the invoicing by virtue of the provisions laid down in article R. 211-8 hereinafter.
- 9° Indication, if relevant, of any duties or taxes connected with certain services such as landing taxes, boarding or disembarking tax in ports and airports and tourist tax, when these are not included in the price of the service(s) provided;
- 10° The deadlines and rules for payment of the rates; in all cases, the last instalment made by the purchaser cannot be less than 30% of the price of the journey or holiday and must be settled when the documents enabling the consumer to travel or take his/her holiday are handed over,
- 11° The special conditions requested by the purchaser and accepted by the seller,
- 12° The rules by which the purchaser can make a claim towards seller for the non-execution or inadequate execution of the contract, this claim must be sent as quickly as possible by recorded delivery mail and written notification thereof given, if necessary, to the travel organizer and the persons providing the service in question,
- 13° The deadline by which the seller must inform the purchaser in the case of cancellation of the journey or holiday, where the journey or holiday shall only take place if the minimum number of participants is reached, in accordance with the provisions in point 7 of article R. 211-4 hereinafter,
- 14° The contractual terms of cancellation;
- 15° The terms of cancellation as defined by articles R. 211-9, R. 211-10 and R. 211-11 hereinafter,
- 16° All relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of the seller,
- 17° Information concerning optional insurance policies covering the consequences of certain cases of cancellation (policy number and name of the insurance company), and assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident; in this case, the seller must give the purchaser a document stating, at the very minimum, the risks covered and the risks excluded,
- 18° The deadline by which the seller must inform the purchaser in the case of a transfer of contract
- 19° An undertaking to provide the purchaser with the following information at least ten days before the scheduled date of departure:
  - a) The name, address and telephone number of the local representative of the purchaser, or, failing this, the names, addresses and telephone numbers of the local organizations which may help the consumer should any difficulties arise, or failing this, a telephone number which will enable the consumer to contact the purchaser in the case of emergency.
  - b) Regarding journeys and holidays abroad for minors, a telephone number and address whereby direct contact can be made with the child or the person in charge during his/her holiday.
- 20° The cancellation clause and the reimbursement of all sums paid without any penalty being incurred from the purchaser in the case of failure to respect the obligation of information referred to in point 13 of article R. 211-4;
- 21° An undertaking to provide the purchaser, in due time before the beginning of the journey or of the holiday, the scheduled arrival and departure times.

**Article R211-7**

The purchaser may transfer the contract to a transferee who fulfils the same conditions as the purchaser himself/herself to benefit from the journey or holiday, as long the contract has not yet taken effect. Notwithstanding any statement more favourable to the transferor, the transferor is bound to inform the purchase of his decision by recorded delivery letter at least seven days before the beginning of the journey.

In the case of a cruise, this period is extended to fifteen days. This transfer is in no way subject to the prior authorization of the seller.

**Article R211-8**

When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article L. 211-12, it must mention the precise

means of calculation for both rises and reductions in the prices and in particular concerning transport costs and related taxes; currency (ies) which may affect the price of the journey or the holiday; The percentage of the price affected by the variation; the currency rate taken into account when drawing up the prices given in the contract.

**Article R211-9**

When, before the departure of the purchaser, the seller has no choice but to modify one of the key elements of the contract, such as a significant rise in prices and when he/she is ignorant of the obligation of information referred to in point 13 of article R. 211-4;

the purchaser, without prejudice to his/her right to compensation for any damage which may be incurred, and after being so informed by the seller by recorded delivery mail, may:

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

#### **Article R211-10**

In the case provided for in article L. 211-14, when, before the departure of the purchaser, the seller cancels the journey or holiday, he/she must inform the purchaser by recorded delivery mail, without any prejudice to his/her right to claim compensation for any damage which may have been incurred, the purchaser should receive the immediate reimbursement of the sums paid from the seller without any penalty being incurred; in this case, the purchaser receives an indemnity which is at least equal to the penalty he/she would have had to have paid should the cancellation, have been made at his/her bidding at this date.

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

#### **Article R211-11**

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

-Either to propose services replacing the scheduled services and possibly accepting to pay any supplement in terms of price, and, if the services accepted by the purchaser are inferior in quality, the seller must reimburse the difference in price as soon as the purchaser returns home;

-Or, if the seller cannot propose any substitution service or if the said services are refused by the purchaser for valid reasons, to provide the purchaser travel tickets, without any supplement to the price, to ensure his/her return home in conditions which may be considered as being equivalent, to the place of departure or any other place accepted by both parties.

The provisions laid down in this article shall be applicable in the case of failure to respect the obligation of information referred to in point 13 of article R. 211-4.