



General terms and conditions for booking

(Articles 95 to 103 of decree n°94-490 of 15th June 1994).

ARTICLE 95

Without prejudice to the exclusions provided for in the second paragraph (a and b) of article 4 of the Act of 13th July 1992, 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 96

Prior to the signing of the contract in the form of a written document giving the company's name, address and indication of its official right to exercise its business activity, the seller must give the consumer all relevant information concerning the rates, dates and component parts of the services provided for the journey or the holiday such as :

11. the destination, means, nature and categories of transport involved,
12. 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,
13. the meals provided,
14. the description of the itinerary in the case of a tour,
15. the administrative and health formalities to be carried out especially in the case of crossing borders, together with the deadlines by which such formalities must be terminated,
16. visits, excursions and other services included in the package or which may be available against payment of a supplement,
17. the minimum or maximum size of the group enabling the journey or holiday to take place and, 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 21 days before the scheduled departure date,
18. the amount and 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,
19. the rules for reviewing prices as laid down in the contract in application of article 100 of this decree,
10. the contractual terms of cancellation,
11. the terms of cancellation as defined by articles 101, 102 and 103 hereinafter,
12. 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 travel agencies and the civil liability of non profit-

making associations and organisations belonging to local tourist organisations,

13. 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.

ARTICLE 97

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 elements 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 in writing to the consumer before the contract is signed.

ARTICLE 98

The contract between the seller and the purchaser must be written and established in two copies, one of which is remitted to the purchaser after signature by both parties. It must contain the following clauses:

11) the name and address of the seller, the seller's warrantor and insurer, as well as the name

and address of the organiser,

12) the destination or destinations of the journey, and in the case of divided holidays, the different periods and dates,

13) the means, characteristics, and categories of transportation used, the dates, times and points

of departure and arrival,

14) the type of accommodations, their location, their level of comfort, and main characteristics,

their tourist classification according to the regulations applicable in the host country,

15) the number of meals provided,

16) the itinerary in the case of a tour,

17) the visits, excursions or other services included in the total price of the journey or holiday,

18) the total price of services invoiced, as well as indications of any modifications to the invoice resulting from the provisions of Article 100, below,

19) indication of any applicable taxes or fees related to certain services such as airport taxes, embarkation or disembarkation fees, hotel taxes, when they are not included in the price of the services provided,

20) the schedule and the conditions of payment; in any case, the final instalment paid by the purchaser cannot be less than 30% of the price of the journey or holiday, and must be paid

at the time of remittal of documents authorising the journey or holiday,

21) the specific conditions requested by the purchaser and accepted by the seller,

22) the procedure which the purchaser can use in case of grievance against the seller for non execution or incorrect execution of the contract, such grievance to be addressed as soon as possible to the seller by registered letter, with proof of receipt, possibly to the organiser of the journey or to the provider of the services in question.

23) the deadline for informing the purchaser in case of cancellation of the journey or holiday by the seller in the case where the actual departure of the

journey or holiday is dependent on having a minimum number of participants, in conformance with provision 7 of Article 96, above,

- 14) the conditions for cancellation for contractual reasons,
- 15) the conditions for cancellation according to the provisions of Articles 101, 102, and 103, below
- 16) the specifications concerning assured risks and the amounts of coverage according to the provisions of the insurance contract covering the consequences of the seller's professional third-party liability,
- 17) the indications concerning the insurance contract covering the consequences of certain cases of cancellation taken out by the purchaser (name of the insurer and policy number), as well as the indications concerning the assistance contract covering certain specific risks, in particular the cost of repatriation in case of accident or illness; in this case the seller must provide the purchaser with a document indicating at least the risks covered, and the risks excluded,
- 18) the deadline for informing the seller in case of transfer of the contract by the purchaser,
- 19) the promise to provide the purchaser, at least ten days before the scheduled departure date, with the following information in writing:
 - a) the name, address and telephone number of the seller's local representative, or when this is not possible, the names, addresses and telephone numbers of local organisations capable of helping the consumer in case of difficulty, or when this is not possible, the telephone number enabling the consumer to get in touch with the seller in an emergency.
 - b) for journeys and holidays by minors abroad, a telephone number or an address to contact the child or the child's guardian at the place of the holiday.

ARTICLE 99

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 as 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 authorisation of the seller.

ARTICLE 100

When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article 19 of the Act of 13th July 1992, 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 effect 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 101

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, 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 102

In the case provided for in article 21 of the Act of 13th July 1992, 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 103

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.

Specific booking Conditions

Article 1 - Booking services

«Services Loisirs Accueil» (SLA), departmental booking services and incoming agencies have been set up to ensure the booking and sale of all types of leisure and reception services, especially in rural areas. They facilitate the task of the public by offering a wide selection of services and ensuring a fast, trustworthy booking service. The booking services work in the interest of the general public and are available for all the types of agents providing a service who are members of this organisation.

Article 1 A - Information

This brochure constitutes the offer mentioned previously in the general conditions herewith and binds the booking services. However, since this brochure was published on 1st January 2003, modifications may naturally be made in the number and nature of the services offered. In accordance with article 97 of the general conditions given hereabove, should any modifications be made, they shall be brought to the client's notice in writing by the booking services before the contract is signed.

Article 2 - Length of holiday

The client signing the contract stipulating a set length of time may not under any circumstance insist on any right to remain on the premises at the end of the holiday.

Article 3 - Liability

The booking services are liable under the terms of article 23 of the Act of 13th July 1992 which stipulates the following: «any natural or artificial person who is involved in the operations mentioned in article 1 is rightfully liable towards the purchaser for the correct discharge of the obligations which result from this contract, whether these obligations are to be discharged in person or by other agents providing a service, without prejudice to his/her right to claim against the said agents. However, the natural or artificial person 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.»

Article 4 - Bookings

The booking is firm only upon receipt (prior to the contract date) by the booking service of :

- a) the contract duly signed by the client and,
- b) a deposit equivalent to 25% of the total cost of the holiday (inclusive of such handling charges as may in the event be due and the cost of optional insurance taken out).

Article 5 - Payment of the balance

The client must pay the booking service the balance of the services agreed to and remaining owing at least one month prior to the beginning of the holiday notwithstanding article 98, paragraph 10. Any client who does not settle the

balance by the agreed date is considered as having cancelled the holiday. This holiday is once more open to purchase and no reimbursement shall be made.

Article 6 - Late bookings

In the case where the booking takes place less than 30 days before the beginning of the holiday, the payment of the total amount of the holiday price is required, notwithstanding article 98 of the general terms and conditions of sales hereabove.

Article 7 - Vouchers

Upon receipt of the balance, the booking service will send the client the voucher to be given on arrival to the agent providing a service or acknowledgement of receipt.

Article 8 - Arrival

The client must arrive on the day and at the time mentioned on the contract or the voucher. In the case of a late or delayed arrival, or should the client be unable to leave at the last minute, the client must inform the agent whose address and telephone number appear on the voucher. Any services not enjoyed due to this lateness must be paid for and can in no way lead to reimbursement of any kind.

Article 9 - Cancellation by the client

Any cancellation must be notified by recorded delivery letter or telegram to the booking service. The cancellation of the holiday by the client implies that the client shall not be reimbursed for a certain amount which varies according to the type and date of the holiday, plus the administrative and insurance costs. Unless otherwise stipulated, the following is valid :

- Cancellation occurring more than 30 days before the beginning of the holiday: 10% of the total cost of the holiday shall be retained.

- Cancellation occurring between the 30th and the 21st day inclusive before the beginning of the holiday: 25% of the total cost of the holiday shall be retained.

- Cancellation occurring between the 20th and the 8th day inclusive before the beginning of the holiday: 50% of the total cost of the holiday shall be retained.

- Cancellation occurring between the 7th and the 2nd day inclusive before the beginning of the holiday: 75% of the total cost of the holiday shall be retained.

- Cancellation occurring less than 2 days before the beginning of the holiday: 90% of the total cost of the holiday shall be retained.

Should the client not arrive for the holiday at all, no reimbursement whatsoever shall be made.

If a cancellation insurance policy has been taken out when booking the holiday, refer to the insurance information sheet enclosed with the contract.

Article 10 - Modification by the booking service of an important element of the contract

Refer to article 101 of the general terms and conditions of sale herewith.

Article 11 - Cancellation due to the booking service

Refer to article 102 of the general terms and conditions of sale herewith.

Article 12 - Inability of the booking service to provide the services scheduled in the contract during the holiday

Refer to article 103 of the general terms and conditions of sale herewith.

Article 13 - Curtailing of the holiday due to the client

Should the client curtail the holiday, no reimbursement shall be made unless the reasons for curtailing the holiday are covered by the cancellation insurance policy taken out by the client.

Article 14 - Capacity of accommodation

The contract is drawn up for the maximum number of persons that can be accommodated. If the number of persons exceeds the stipulated capacity of the accommodation, the agent may refuse the additional clients since the contract is deemed to have been breached by the client. In this case the price of the rental remains in the possession of the booking service.

Article 15 - Transfer of contract by the client

The contract must be conveyed at cost price by the transferor to the transferee. The purchaser may transfer the contract to a transferee who fulfils the same conditions as the purchaser himself/herself to benefit from the holiday. In this case, the purchaser is bound to inform the booking service of his/her decision by recorded delivery letter at least seven days before the beginning of the holiday. In the case of a river cruise, this period is extended to fifteen days. The transferor alone is indivisibly liable towards the seller for the payment of the balance of the amount due and any supplementary costs incurred due to the transfer. The supplementary costs shall be paid by the transferor.

Article 16 - Insurance

The client is liable for any damage occurring through his/her fault. He/she is requested to check whether he/she is covered by any personal insurance policy covering vacations. If this is not the case, he/she is strongly advised to take out an insurance policy. The booking service is insured in terms of the professional civil liability as mentioned elsewhere.

Article 17 - Inventory and condition of property

In the case of holiday rentals, an inventory is drawn up jointly and signed by the tenant and the proprietor or his/her representative on arrival and departure. This inventory constitutes the sole reference in the case of litigation concerning the condition and/or contents of the property. The tenant is bound to treat the rented property with due care and attention. The state of cleanliness of the accommodation on the tenant's arrival must be noted in the inventory. The tenant is responsible for the cleaning of the property during his/her tenancy and before his/her departure.

Article 18 - Damages deposit

The client's attention is drawn to the existence in respect of holiday rentals of a damages deposit intended to cover the possible consequences of damage attributable to the tenant. The amount of this deposit is variable. The precise amount will be stated on the property details form and on the contract provided for by article 98 of the general conditions herewith. This damages deposit shall be paid directly to the proprietor or his/her representative on arrival. Both parties participating, an inventory shall be drawn up on arrival and departure

enabling the state of the property and contents to be established. On departure, the deposit shall be returned to the client after deduction of any repair costs if damage attributable to the tenant has been noted. In the case of early departure (before the time stated on the property details form) preventing the inventory being drawn up on the tenant's actual day of departure, the damages deposit will be returned by the proprietor in no more than a week.

Article 19 - Holiday property rentals

Payment of running costs. Costs : this refers to the expenses incurred by the consumption of water gas, electricity, heating, etc. details of which are shown on the property details form (costs included : 8kw electricity per day, gas for gas cooker, cold water ; costs not included : electricity exceeding the consumption included, heating, telephone). These costs are to be paid directly to the proprietor in exchange for a receipt. Certain rental prices may include a fixed sum to cover all costs.

Article 20 - Claims

Any claim relating to the non-execution or inadequate execution of the contract must be sent to the booking service as rapidly as possible by recorded delivery mail and may also be sent in writing to the holiday organiser and the agents involved with the service concerned. Claims concerning the state of the accommodation provided must be reported to the booking service within 48 hours of arrival.

Article 21 - Prices

Prices do not include :

- a local tax («taxe de séjour»), to be paid directly on site if required
- heating, electricity and gas surcharges exceeding the consumption included (according to article 19)
- assistance and cancellation insurance
- cleaning charges (end of stay)
- a deposit can be required on arrival in certain cases : self-catering holidays, boat rentals,...
- bedlinen, towels and teatowels for self-catering holidays and boat rentals
- for hotel holidays, and unless otherwise indicated : single room supplement, beverages with meals, personal expenses.

Article 22 - Review of prices

The prices quoted in this brochure, and at the time of its publication, have been fixed according to the following economic criteria:

- the cost of land transport and in particular that of fuel ;
- the taxes in force.

The prices quoted in this brochure have been communicated to us by the booking services in accordance with exchange rates at the time of going to press. In the event that the prices are altered or in the case of pound exchange rates fluctuations which we are obligated to reflect in our own prices, you will be billed for these surcharges. All holiday prices have been calculated on the basis of an exchange rate of £1 = 1,54 Euros. There shall be no increase in price less than thirty days before departure for those clients who have already booked.

Article 23 - Professional civil liability insurance

The booking services have taken out an insurance policy covering the consequences of professional civil liability.

| Booking services | N° d'autorisation ou de license | Professional civil Liability insurance | Financial guarantee |
|--|--|---|-------------------------------|
| Midi-Pyrénées Vacances Loisirs | 031970001 | AVIVA | APS |
| Service Loisirs Accueil Ariège Pyrénées | 009990001 | GAN | APS |
| Service Loisirs Accueil Aveyron | AU012960004 | Mutuelles du Mans | APS |
| Service Loisirs Accueil Haute-Garonne | 031950001 | UAP | Crédit Mutuel |
| Service Loisirs Accueil Gers | 03295002 | GAN | Crédit Agricole Pyr. Gasc. |
| Loisirs Accueil Lot | AU046950001 | GAN | APS |
| HPTE - Service Réservation | 065980001 | PFA | APS |
| Service Loisirs Accueil Tarn | 081000001 | AGF | APS |
| Service Loisirs Accueil Tarn-et-Garonne | AU082960001 | GAN | APS |
| ATTER | 08195000 | GROUPAMA D'OC | GROUPAMA D'OC |