

GENERAL TERMS AND CONDITIONS OF SALE AND USE
Reservation and Marketing Department of SPL Le Voyage à Nantes

ARTICLE 1 - DEFINITION AND SCOPE

1.1- Definitions

“Accommodation” refers to one or several overnight stay(s) in an accommodation belonging and/or directly run by Le Voyage à Nantes, the booking of which is offered on Reservation and Marketing Department;

“Basket” refers to an additional selection of several Services made by the Customer, the total price of which is composed of the unit price of each Service selected by the latter;

“Communication media” refers to the whole set of communication media issuing from Le Voyage à Nantes and/or its Partners relating to the Service(s) concerned, and particularly the Websites, brochures and leaflets.

“Customer” or “You” or “User” refers to any legal person using the Reservation and Marketing Department of SPL Le Voyage à Nantes (hereafter referred to as “Le Voyage à Nantes”) so as to book, order and/or buy one or several Service(s);

“Order” refers to any booking made and confirmed by the Customer with the Reservation and Marketing Department;

“Package” refers to a whole set of services and/or customer care offered together at an inclusive price;

“Partner” refers to any Service provider having entrusted all or part of the marketing of its services to Le Voyage à Nantes. The term “Partner” particularly comprises event organisers (concerts, festival, cruises, etc.), tour sites, etc.;

“Partner Conditions” refers to contractual conditions specific to each Partner of Le Voyage à Nantes necessarily accepted by the Customer before placing an Order;

“Point of sale” refers to all the physical (reception desks) or distance (via the Sites or the call centre) points of sale of Le Voyage à Nantes and its Partners approved by Nantes.Tourisme;

“Reservation and Marketing Department” refers to all the means put at Your disposal to book, order and/or buy one or several Services proposed by Le Voyage à Nantes and bringing together:

- the websites “www.nantes.tourisme.com”, “www.chateaunantes.fr”, “www.lesmachines-nantes.fr”, “www.levoyageanantes.fr”, “www.estuaire.info”,
- the call centre,
- the points of sale of Le Voyage à Nantes and of its Partners approved by Nantes.Tourisme,
- the website of any Partner;

“Service” refers to a provision of service, such as the supply for the restaurant, leisure, Accommodation Services, etc.;

“Service only” or “Services on a non-package basis” refers to any Service separated, booked or ordered regardless of any Tourist packages, “Package” or “Baskets”, such as admission tickets for shows, dinners, guided tour, special events or Accommodation only;

“Website” refers to one of the websites “www.nantes.tourisme.com”, “www.chateaunantes.fr”, “www.lesmachines-nantes.fr”, “www.levoyageanantes.fr”, “www.estuaire.info”, published by Le Voyage à Nantes and/or any Partner’s website;

“Specific Conditions” refers to the contractual conditions inherent to each Service (whatever their name: “conditions and restrictions”, etc.) issuing from Le Voyage à Nantes necessarily accepted by the Customer before placing an Order;

“Tourist packages” or “Stays” refers to any stay either previously established (Package), or added by the User (Basket) combining transport and/or Accommodation (at least one overnight stay), with another tourist service such as sightseeing tours, provided that the booking of these different elements would be done at the same time;

1.2- Scope

These Terms and Conditions of Sale and of Use (hereinafter the “General Terms and Conditions”), as well as the Specific Conditions and/or the Partner Conditions applicable to each Service, apply both to the Tourist packages and to the Services only, to the marketing of the whole set of Services offered by Le Voyage à Nantes, on its own behalf and on behalf of its Partners and more generally to all the orders placed by the Reservation and Marketing Department.

The sale of tourist services is regulated by title 1 of volume II of the Tourism Code, relating to the organisation of the sale of holidays and of stays.

The articles R.211-3 à R.211-11 of the said Code are reproduced below, in article 24.

These General Terms and Conditions are valid from 2020/09/11. This edition cancels and replaces the previous versions.

The Customer is invited to carefully read these General Terms and Conditions that are referenced by hyperlink on the Website and provided during the confirmation of the Order, as well as in the Points of sale.

It is recommended to download and/or print them and to keep a copy. It is also recommended to read these General Terms and Conditions each time the Website is visited, once those are subject to change at any time. Such change will not be applicable to the Orders previously carried out and confirmed by Le Voyage à Nantes.

The fact that the Customer confirms the Order implies full acceptance of these General Terms and Conditions as well as any Specific Conditions and/or Partner Conditions.

ARTICLE 2 - ORGANISER

The whole range of Services covered by these General Terms and Conditions is organised by:

Le Voyage à Nantes

Address: 1 - 3 rue Crucy - BP 692211 - 44022 Nantes Cedex 1 - France

Tel.: **0892 464 044** (0.35 €/min from France) **00 33 272 640 479** (from abroad) / Fax 33 (0) 2 40 89 11 99

Email: **info@nantes-tourisme.com**

Website: **www.nantes-tourisme.com**

Social form: publicly-owned local company

SIRET (Company registration number) 482 414 216 000 44

APE CODE 9103 Z

INTRA COMMUNITY VAT NUMBER: FR 41 482 216 000 44

Insurer: VHV ALLGEMEINE VERSICHERUNG AG Company (VHV Platz 1, 30177 Hanovre, Allemagne) with the help of Pilliot Insurance office (rue de Witternesse – BP 40002 – 62921 Aire sur la Lys)

Financial guarantee established with the APST (15 avenue Carnot 75017 Paris) pursuant to article L. 211-18 II a) of the Tourism Code.

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 the Communication media can be subject to changes that shall be made known to the Customer prior to the conclusion of the contract, being specified that some shows, attractions, animations, shops, restaurants are only open during certain seasons and can be closed, modified, delayed or deleted without notice. The Customer is particularly informed that Le Voyage à Nantes is closed on May 1st. Consequently, no Service shall be delivered by Le Voyage à Nantes on May 1st. The Partners that remain open on that date shall therefore deliver some Services.

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 the Communication media.

Le Voyage à Nantes, acting on behalf of its Partners, shall make its best effort to supply photographs and illustrations that 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, particularly in terms of colour, from the ones visible on the photographs displayed on the Communication media. For further information on the characteristics of the Services, you can contact Le Voyage à Nantes at the contact details indicated in article 6 or the Partner concerned at the contact details indicated on the description of the Service.

It is expressly agreed that, if applicable, the description included in the 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 the Communication media can be subject to some modifications that will be made known to the Customer before concluding the Contract.

It is also possible that some activities that are proposed and specified on the description provided on the Websites may be cancelled notably due to the unpredictable and unsurmountable act of a third party not normally involved in the provision of the Services stipulated in the Contract or in the case of force majeure. This risk, beyond the control of Le Voyage à Nantes and of its Partners, forms an integral part of the contract that You enter into.

ARTICLE 4 - FORMATION OF THE CONTRACT

The Order of Services is reserved to the Customer having acknowledged that he read the present General Terms and Conditions in full, as well as the Specific Conditions inherent to each Service, specified on the description document of the Service, and accepted the latter with a push of a button on the Website, or, if required, by contacting our reception staff by phone or in one of our Points of sale.

Any Order through Reservation and Marketing Department shall imply acceptance of these conditions of sales and Specific Conditions mentioned on the description document of the Service and of any possible Partner Conditions.

The contract drawn up under the conditions laid down in article 5 below commits all the participants identified on the Order that accept without reserve these Conditions of Sale and the potential Specific Conditions and/or Partner Conditions. The participants undertake to comply with all the instructions and guidelines concerning our Services relating to the Communication media. It is the responsibility of the person who made the Order to ensure that all the participants have acquainted with these conditions and obligations and have accepted them.

ARTICLE 5 – TERMS AND CONDITIONS FOR PLACING AN ORDER / ORDER CONFIRMATION AND RESERVATION GUARANTEE

5.1 - Use of the Reservation and Marketing Department:

To use the Reservation and Marketing Department, You must be at least 25 years old, be legally capable of contracting and using the Reservation and Marketing Department, in accordance with these General Terms and Conditions.

You are financially responsible for the use of the Reservation and Marketing Department made both on your behalf and on behalf of third parties, including minors, unless a fraudulent use can be demonstrated, resulting from no significant fault nor negligence on your part.

You agree on, prior to the first Order, the creation of a personal account on the Website, by providing some information allowing the management of the Order and of its shipping if required and particularly, Your first and last name, Your postal address(es), Your electronic address required for confirmation of the Order, Your telephone number(s), according to the provisions specified in article 19. All this information is only accessible after a personal password has been entered by Yourself and can be changed at will by You alone.

When placing the order, You are entirely responsible for checking the accuracy of the information above and if required to correct them. This personal information can be changed all the time and at any moment by Yourself.

You guarantee the truth and accuracy of the information provided by Yourself or by any other Third Party using your personal data on the Reservation and Marketing Department.

A use of the Reservation and Marketing Department fraudulent or that would not comply with these General Terms and Conditions may lead to the refusal by Le Voyage à Nantes, at anytime, to allow You the access to the proposed Services on Reservation and Marketing Department and/or to legal proceedings and will automatically cancel the Order.

5.2- Placing Orders on the Website:

You can order Services available on the Website after having agreed on these General Terms and Conditions as well on the possible Specific Conditions and/or Partner Conditions.

The Orders are placed in French or English and in Euros. Any Order can be placed by the Customer directly on the Website.

For any Order, the Customer bears the cost of telecommunications in the Internet access and the use of the Website.

All the steps necessary for the sale will be specified on the Website.

The procedure for the placing of Orders on the Website includes at least the following steps:

1°-You conduct a search;

2°-Following your request, the Website gives You one or several offers of Services;

3°-You click on the Service(s) of your choice;

4°- You acknowledge the information form on your rights relating the Directive (UE) 2015/2302 in accordance with article L. 211-8 of the Tourism Code, and of the presentation of the main characteristics of the Services offered relating to transportation and to the stay, the contact details of the retailer if required and of the organiser, of the price and of the payment methods, of the terms for the cancellation and termination of the Contract, of the information on the insurances as well as the possible border crossing conditions in accordance with article L. 211-8 of the Tourism Code (hereafter referred to as "Pre-contractual information")

5° - You indicate particularly the chosen date and the number of persons;

6°- You create a customer account when the first order is placed and save Your data for the purposes of placing an order or You log in via your existing customer account. You enter your full contact details: – first and last name, shipping and/or billing address, e-mail address and telephone number;

7°- The details of the Order are displayed. You must therefore, before the validation of the Order, examine all Pre-contractual information and make sure that all the said information is in accordance with Your indications (nature of Services, date, time, shipping mode and address, price, identity, age of the visitors, etc.). They may not be modified after validation of the Order;

8°- You may also, provided you have previously acknowledged and accepted the whole range of Pre-contractual information as well as these General Terms and Conditions and the Specific Conditions and/or the applicable Partner Conditions that inform You particularly about the non-application of the right of withdrawal and the cancellation conditions applicable to the Services, and of your rights to purchase packages or travel services, or to purchase related travel services, submit your Order and proceed to the payment, by clicking the button “proceed to checkout”;

9°-By clicking on the payment method, you Confirm Your Order and you have access to the secure payment platform. You cannot modify your Order anymore;

10°-You proceed to checkout as laid down in article 15. As of this moment, the Order is recorded. The data recorded by Le Voyage à Nantes constitutes the proof of the nature, the content and the date of the Order. In case of a payment refusal by the bank concerned, the Order is automatically cancelled.

The Contract is therefore validly concluded. If you fail to respect the steps aforementioned, the service agreement shall not be considered as formed and Le Voyage à Nantes shall not be responsible for providing the ordered Services.

11°-You will then receive the confirmation of your Order which will allow you to have access to your ticket, pass or Order summary on your customer account, under the conditions laid down in article 5.4.

5.3 -Placing of an order with the call centre and from any Points of sale:

The procedure of placing Orders via the call centre and/or from any Points of sale includes at least the following steps:

1°- You call a member of Le Voyage à Nantes welcome staff, or you ask for him in any Points of sale. He tells You the cost of the phone call if required;

2°- Following your request, the member of the welcome staff shall give You one or several offers of Services;

3°- You choose the Service(s) of your choice from the member of the welcome staff;

4°-In the case of an Order in any Points of sale, the member of the welcome staff shall provide you with an oral or written report of the Pre-contractual information relating to the Services. He thus makes a listing of the main characteristics of the offered Services relating to the transportation and the stay, the contact details of the retailer if required and of the organiser, the price and the payment methods, the terms for the cancellation and termination of the contract, the information on the insurances as well as the possible border crossing conditions. The member of the welcome staff will also give you the General Terms and Conditions and/or the Partner Conditions so that you can read them. A plate positioned in such a way that it can be visible in an exchange with the member of the welcome staff also gives you information about your rights relating to the Directive (UE) 2015/2302 in accordance with article L. 211-8 of the Tourism Code.

In the case of an order by phone, the member of the welcome staff of Le Voyage à Nantes will provide you orally with the Pre-contractual information relating to the Service. He thus makes a listing of the main characteristics of the offered Services relating to the transportation and the stay, the contact details of the retailer if required and of the organiser, the prices and the payment methods, the terms for the cancellation and termination of the contract, the information on the insurances as well as the possible border crossing conditions. The member of the welcome staff also informs you about your rights relating to the Directive (UE) 2015/2302 in accordance with article L. 211-8 of the Tourism Code. The member of the welcome staff will give you orally the hyperlink of the Website so that you can see the General Terms and Conditions and the Specific and/or the Partner Conditions.

5°-You indicate particularly the chosen date and the number of people;

6°-For any Order by the call centre, or at the Customer's request in case of an Order in a Point of sale, the member of the welcome staff provides You with a customer account while ordering for the first time and saves Your data for the purposes of placing an Order. He enters your full contact details – first and last name, shipping and/or billing address, e-mail address and telephone number. An e-mail or postal mail including Your username as well as your access code to your customer account allowing You to create a personal password will be sent to you automatically;

7°-You shall then carefully read all the General Terms and Conditions and the Specific Conditions and/or the Partner Conditions and ensure that all the choices and information comply with your indications (nature of the Services, date, time, shipping method and address, price, identity, age of the visitors, etc.). This information may not be modified after confirmation of your Order;

8°-You are then requested to sign the sales contract with the member of the welcome staff in a Point of sale or to proceed to payment by phone in order to sign your contract, which will then be sent to you by mail or by post.

You proceed to payment with the conditions defined in article 15. From that time onwards, the Order is registered. The registered data by Le Voyage à Nantes constitute proof of the nature, the contents and the date of Order. In the event of a non-validation of the payment by the bank concerned, the Order is automatically cancelled;

9°- An Order number is provided by the member of the welcome staff. Your ticket or pass and/or Order summary is either:

- directly handed over, in the case of an Order by a Point of sale,
- accessible on Your customer account, upon receipt of confirmation of your Order, under the conditions specified in article 5.4, for any Order by the call centre, or at the Customer's request in case of an Order by a Point of sale.

The contract is then validly concluded. Failing to comply with the phases above-mentioned, the contract of services shall not be considered as formed and Le Voyage à Nantes will not be responsible for the performance of the ordered Services.

5.4- Confirmation/Guarantee

After the Order was placed via the Website or the call centre, Le Voyage à Nantes, on its behalf and on its Partners' behalf, shall send You without undue delay, after the payment has been received, and in any event within four days following your Order, by e-mail or by post, an acknowledgment of receipt confirming your Order as well as the Order number and requesting your log in on your customer account.

At the receipt of the above-mentioned mail, You are required to log in to your customer account, created at the placing of the Order, to download the ticket or pass and/or the Order summary on which the detail of your ordered Services is indicated.

In the event that You don't receive any Order confirmation, or that the ticket, the pass or the Order summary is not accessible, it is Your responsibility to contact Le Voyage à Nantes without undue delay at the contact details specified in article 2.

All references stipulated on the said ticket or the said pass and/or the said Order summary will be deemed to constitute the entire agreement between You and Le Voyage à Nantes. If You haven't disputed them by e-mail or by post within 8 days of the date on which the Order confirmation is received by post from Le Voyage à Nantes or personally as mentioned above, they may not be disputed only if they differ from the Order that You have placed.

It is your responsibility to ensure that the information (identity, e-mail address, postal address, etc.) that You provide when placing your Order are correct, and to immediately inform Le Voyage à Nantes at the contact details specified in article 6 or by electronic form available on the Website, of any change that might affect them, so as to make it possible to ensure that You shall benefit from the Services that You have placed.

The ticket or pass and/or Order summary is required to obtain any document included in the file: Pass Nantes, tickets for shows, admission tickets, gift certificates, accommodation, etc. It will have to be handed over to Le Voyage à Nantes or to each Partner concerned at the start of the performance of the Service.

The ticket or pass and/or Order summary may, in accordance with the deadlines between the date the Order is placed and the date of the stay, and upon written request of the Customer, be directly handed over to the Customer on arrival in one of the reception agencies of Nantes. Tourime or failing that the Customer may provide his Order number stipulated on the Order confirmation as well as his identity card and present himself to the Partner concerned.

ARTICLE 6 - CANCELLATION/ORDER CHANGE

6.1 – Cancellation/Change due to the Customer.

All the terms and conditions pertaining to cancellation, to any possible change of the Orders and/or refund are defined on the ticket or on the pass and/or the Order summary, in these General Terms and Conditions for each type of Service, and/or in the Specific Conditions and/or in the Partner Conditions applicable to each Service.

The Services may not be terminated, nor refunded, nor changed, nor exchanged, unless otherwise provided in the Specific Conditions and/or the Partner Conditions. You will be informed before validating your Order.

In any event, the booking expenses are not refundable in the event of cancellation.

For lack of more favourable Specific Conditions and/or more favourable Partner Conditions previously specified when placing the Order, any modification (change in the date of departure or return, schedules, destination, accommodation) or any cancellation issuing from the Customer, will lead to, except in the event of force majeure and except for a more favourable agreement of the concerned Partner or of Le Voyage à Nantes, the receipt by the latter of a compensation corresponding to an amount of 100% of the price of the Service, without prejudice to the application of booking expenses specifically to a cancellation or a modification, in the conditions stipulated above.

However, the Customer has the right to rescind the contract before the start of the travel or of the stay without paying any cancellation costs if any exceptional and unavoidable circumstances, arising in the place of destination or in its close proximity, have important consequences on the performance of the contract or on the transportation of the passengers towards the place of destination. In this case, the Customer will obtain the full reimbursement of the payment made but not to an additional compensation.

The cancellation or the modification of an Order placed by the intermediary of the Reservation and Marketing Department must necessarily be made known to the said Department by one of the following means:

- > Phone number: from France at 0892 464 044 (0.35 €/mn), from abroad at 00 33 272 640 479
 - On weekdays from 9am to 6pm, except between 9am and 10am on Thursday mornings as well as on 01/01, 01/05 and on 25/12 (annual closing)
 - On Wednesdays, Sundays, and bank holidays: 10am/1pm and 2pm/5pm
- > Postal mail : 1-3 rue Crucy, BP 692211, 44022 Nantes cedex 1, France
- > E-mail: info@nantes-tourisme.com

The reference time zone for the calculation of the cancellation and the modification penalties is the following: UTC+1.

6.2 – Cancellation/modification due to Le Voyage à Nantes or a Partner

For the Packages and stay, in the event that Le Voyage à Nantes or the Partner would be forced to cancel your Order or to make changes to essential elements of your Order (for example, a substantial change of the booked Services such as a change of Accommodation for an inferior category in particular), the articles R. 211-9, R. 211-10 et R. 211-11 of the Tourism Code reproduced hereinafter are applicable.

In accordance with the article L. 211-13 of the Tourism Code, Le Voyage à Nantes may change unilaterally the terms of the contract, others than the price, provided the change is minor.

Le Voyage à Nantes shall inform the traveller in a clear, comprehensible and readable manner on a durable medium.

ARTICLE 7 – INSURANCES AND LIABILITIES

7.1- Insurance and liability of Le Voyage à Nantes

Le Voyage à Nantes is covered by a Travel Agency professional liability insurance taken out with the VHV ALLGEMEINE VERSICHERUNG AG company, through the cabinet Assurance Pilliot, rue de Witternesse – BP 40002 – 62921 Aire sur la Lys, that covers physical, material and immaterial damages 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 stays, 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 also benefits from a financial guarantee by the APST.

7.1.1- For the use of the Website

Le Voyage à Nantes does not warrant that the Website will operate free from defects, errors or bugs, nor that these may be corrected, nor that the Website will function without interruptions or failures, nor, moreover, that it is compatible with a hardware or a particular configuration other than those expressly mentioned.

Le Voyage à Nantes is by no means responsible for dysfunction imputable to third party software.

By no means, Le Voyage à Nantes cannot be held responsible for foreseeable or unforeseeable, material or non-material damages (including loss of profits, or loss of opportunity, etc.) resulting from the use or from the total or partial impossibility to use the Website. Le Voyage à Nantes being unable to control the whole set of Websites that it may link to through some hypertext links, that only exist as a convenience for the User, Le Voyage à Nantes is by no means responsible for their contents.

Le Voyage à Nantes draws your attention on the limits of the Internet, in particular its technical performances, response times to consult, interrogate or transfer data and the risks related to the safety of communications.

In this respect, You are required to check that the computer system that You use does not contain any virus and that it operates correctly.

7.1.2- For the Services

Le Voyage à Nantes is rightfully liable towards You for the proper performance of the obligations arising from the contract, whether they are to be carried out by itself or by a Partner, without prejudice to its right to claim against the latter.

However, Le Voyage à Nantes may be released from all or part of its liability by proving that the non-execution or the poor execution of the contract was due either to You 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 exceptional and unavoidable circumstances.

Le Voyage à Nantes cannot be held responsible for material damages (such as loss, theft or deterioration of equipment), immaterial 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 General Terms and Conditions, Le Voyage à Nantes will do its utmost to assist You but any claim related to the Services only organised by a Partner must be addressed directly.

7.2- Your insurance and liability:

No insurance is included in the prices offered on the Reservation and Marketing Department

Le Voyage à Nantes does not particularly offer any cancellation insurance. You are thus requested to get closer to any authorised body for the purposes of taking out a cancellation insurance if you wish to benefit from one.

You are responsible and warrant Le Voyage à Nantes against any damage caused by Yourself (material damage and particularly damage caused to a third party). You are requested to take out an insurance contract, particularly a Public Liability and Property Damage, covering the consequences of Your activities.

You and the whole set of participants to the Services undertake to comply with these General Terms and Conditions, the Specific Conditions, the Partner Conditions and with all the instructions and safety precautions relating to the Services shown on the Communication media and to adopt a decent and courteous behaviour when performing the Services. In the eventuality that your attitude or that of one of the participants to the performing of the Services might cause harm, a danger or trouble to one of the employees and/or agents of Le Voyage à Nantes, of the Partners or to the public in general, Le Voyage à Nantes reserves the right in its sole discretion to put an end to the performing of the Services 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 Le Voyage à Nantes reserves the right to claim for the refund of the costs resulting from this attitude.

ARTICLE 8 - SHIPPING

Unless otherwise provided in the Specific Conditions or in the Partner Conditions or in the General Terms and Conditions specific to each Service provided hereinafter, the tickets, the passes and/or any other document issued under a Service ordered on the Reservation and Marketing Department, are either to withdraw in one of the Points of sale, or addressed, in metropolitan France or abroad (unsecured shipment for any Order placed on the D-Day minus 7), by post at the shipping address you mentioned upon placing your Order. Complementary provisions can also be provided for each type of Services in the General Terms and Conditions proper to each Service hereinafter, or in the Specific Conditions or in the Partner Conditions.

In case of a shipping by post:

- the delivery dates indicated when placing the Order are average delays corresponding to the processing times and to the delivery to metropolitan France or abroad;
- reception is not guaranteed for any Order placed less than 7 days prior to expected arrival;
- it is possible to subscribe to a mail redirection for an additional price specified on the Website or when placing the Order by phone.

If it becomes impossible to make a delivery due to Customer error, in the filling out of his contact details or in the absence of indication by the latter of the existence of an intercom or an entry code, neither the Provider(s) concerned nor Le Voyage à Nantes will not be held responsible.

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 placed Orders 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 - ABSENCE OF THE RIGHT OF WITHDRAWAL

You are informed that, pursuant to article L. 221-2 of the Consumption Code the contracts concerning a tourist package under article L. 211-2 of the Tourism Code, the contracts concerning timeshare contracts, long-term holiday product contracts, and resale and exchange contracts mentioned in articles [L. 224-69](#) and L. 224-70 of the Tourism Code, the contracts concerning the passenger transportation services, with the exception of the provisions laid down in the article [L. 221-14](#) of the Tourism Code will not be bound to the application of the right of withdrawal laid down in articles L. 221-18 et seq. of the Consumption Code for distance sales.

Accordingly, the reservations of tourist package, Accommodation, of transportation service, of car rental, the leisure activities tickets that must be provided at a specified date or period sold by Le Voyage à Nantes on its behalf and on behalf of its Partners will not be bound to the application of the right of withdrawal.

Accordingly, the Services ordered on the Website are exclusively subject to the cancellation and modification conditions laid down in these General Terms and Conditions and/or in the Specific Conditions and/or in the applicable Partner Conditions.

ARTICLE 11 - APPLICABLE CONDITIONS TO ACCOMMODATION SERVICES

The Accommodation Services (Accommodation only or Stay without prejudice to the application of the general conditions applicable to the other specific Services included in the Stay) regulated by these General Terms and Conditions.

11.1- Possession of the Accommodation

Except for other schedules indicated in the Specific Conditions and/or in the Partner Conditions, the Accommodations are only available from 5 pm and must be released before 11 am on the day of departure, and this regardless of the time of arrival or departure of the means of transport used to get to the Accommodation. Any overtaking may result in the invoicing of an additional night at the public rate displayed.

11.2- Provision of compensatory services

In the event of an incident that may be a nuisance to Your safety or to the compliance of the ordered Service (reservation error, unexpected accident in the Accommodation, etc.), Le Voyage à Nantes must, with no further expense incurred for You, propose an alternative to the Customer.

You are however at liberty to refuse such a change, in the conditions laid down in the Tourism Code. The contract shall then be avoided and the price paid shall be refunded within a maximum of seven days.

11.4- Prices and Taxes

The financial conditions applicable to the Accommodation Services are regulated by articles 15 and 16.

Generally, unless expressly stated otherwise in the Specific Conditions and/or the Partner Conditions, are not included in the prices the total personal expenditure or ancillary to the Service, such as the optional insurances subscribed with a third party and outside the contract signed with Le Voyage à Nantes, the costs of laundry, phone, beverage, room service, tips, as well as of excursions and of the use of sport facilities, and more generally any service not expressly specified on your ticket, or on the pass and/or your Order summary.

11.5- Cancellations and modifications

All the modification and cancellation conditions are described in the Specific Conditions and/or in the Partner Conditions and mentioned on the ticket, the pass or Your Order summary.

Unless specific overriding terms specified in the Specific Conditions and/or in the Partner Conditions or when placing the Order, in case of modification or cancellation issuing from the Customer, booking expenses will be charged. The booking expenses invoiced in respect of this paragraph are independent and distinct from the same expensed the payment of which may be requested by a Partner, the latter being defined, if required, in the Partner Conditions.

For lack of more favourable specific provisions mentioned prior to the Order, any modification (change of the date of departure or of return, schedules, destination, accommodation) or any cancellation from the Customer, will lead to, except in the event of force majeure and except for a more favourable agreement of the concerned Partner or of Le Voyage à Nantes, the receipt by the latter of a compensation corresponding to an amount of 100% of the price of the Service, without prejudice to the application of booking expenses specifically to a cancellation or a modification, in the conditions stipulated above.

In the case of Accommodation only or of a stay Accommodation, if the Customer was not present at the time indicated on the ticket or the pass and/or the Order summary and did not cancel his reservation at least 48 hours before 12pm on the expected day of arrival, the amount of the Accommodation shall be maintained in debit.

In any event, the modification or cancellation of an Order placed through the Reservation and Marketing Department for an Accommodation only or a stay must necessarily be made known to the Reservation and Marketing Department in accordance with the procedures laid down in article 6.

11.6 - Inventory

An inventory is established on the day of arrival of the Customer in the Accommodation between the Customer and Le Voyage à Nantes. An inventory of fixtures shall be made by Le Voyage à Nantes or its representative.

For some Accommodations offered through the Reservation and Marketing Department, a security deposit may be asked in accordance with the information mentioned in the description of the offer.

The Customer is held responsible for the whole set of disorders and impairments caused by his actions, or of its negligence, to the goods which are made available to him and to the third parties.

Before entering the premises, he must hold a holiday/liability insurance that covers the liabilities that were incurred due to his stay and of the performance of these General Terms and Conditions.

ARTICLE 12 - APPLICABLE CONDITIONS TO ENTERTAINMENT AND RECREATION SERVICES

The "Show" Services are offered by Le Voyage à Nantes on its behalf and on behalf of its Partners. They are regulated by these General Terms and Conditions, by specific Conditions and/or by the Partner Conditions that must be accepted before placing the Order. As a result of the foregoing, and when the Service is organised by a Partner of Le Voyage à Nantes, the Partner Conditions will apply precisely to these Services.

The "Show" Services are particularly the following Services: tickets for concerts, shows, sport events, festivals, museums, exhibitions

or other events in a ticket agency.

The tickets for concerts, movies, shows, exhibitions, festival pass or other events in ticket agencies cannot be returned, nor replaced, nor refunded, including in the event of a loss or of a theft, in accordance with article L. 221-28 12 of the Consumption Code, except where otherwise provided for in these Specific Conditions and/or in the applicable Partner Conditions

The resale of a ticket at a price higher than the one appearing on the front is expressly prohibited under penalty provided for in the Penal Code (Law of 27 June 1919).

Some of the proposed Services appearing on the Website may happen to be deleted, notably for climatic reasons, in the case of force majeure.

The financial conditions applicable to the "Show" Services are regulated by articles 15 and 16

ARTICLE 13 – GENERAL CONDITIONS APPLICABLE TO THE SERVICES PROPER TO LE VOYAGE A NANTES (OTHER THAN THOSE THAT MAY COME WITHIN ONE OF THE CATEGORIES OF SERVICE QUOTED IN THE ARTICLES ABOVE)

13.1- Guided Tours

Le Voyage à Nantes draws attention on the fact that, as there is a limited number of places for each tour, the tickets are not returned, exchanged or refunded.

The tours depend on the days and on the hours of opening of the different monuments, museums and institutions. In the event of an unexpected closure, Le Voyage à Nantes may by no means be held responsible for the non-fulfilment of a tour in case of force majeure or because of any third party included in the organization or in the execution of the Services.

In the case of a cancellation due to Le Voyage à Nantes, the latter shall inform the Customer by all means. The Customer, without any prejudice to his right to claim compensation for any damage that may have been incurred, should receive the reimbursement of the sums paid and without any penalty. These provisions do not apply if an agreement is found, the purpose of which would be the Customer's acceptance of another guided tour proposed by Le Voyage à Nantes.

Unless Specific Conditions agreed by Le Voyage à Nantes and/or Partner Conditions, the meeting location is written on your ticket, your pass or on your Order Summary. It is specified that You will be asked to submit the ticket, the pass or the Order Summary to access to the ordered Service.

The financial conditions applicable to the guided tours Services are regulated by articles 15 and 16.

13.2- Pass Nantes:

Three 24, 48 or 72 hours Pass Nantes giving access to the tourist sites and tours detailed in each of these three offers are proposed to the individuals on Communication media. The applicable tariffs and conditions are specified on it.

Warning: the Pass Nantes is issued for a personal use and is available only if the card is filled in accordingly (validity date). The Pass Nantes can neither be exchanged, nor refunded in case of theft, loss, or of partial use, deterioration of the card or else as a result of the exceptional closure or unavailability of a Partner's site.

The access to tourist sites or guided tours included in the tourist offer of the Pass Nantes is granted subject to availability. Concerning the guided tours included in the Pass Nantes, the meeting location is given on your ticket, your pass or on your confirmation document.

At the time of booking, it is up to You to select the shipping or the withdrawal of the Pass Nantes namely:

- shipping of the Pass Nantes by mail to your home address as it was filled in on the Website by You;
- withdrawal of the Pass Nantes at the Welcome offices of Nantes Atlantique airport;
- withdrawal of the Pass Nantes in one of the Points of sale.

In the case where no proposal has been adopted at the time of booking, the Pass Nantes should, by default, be withdrawn in one of the Points of sale located Rue des Etats (opposite the Château des ducs de Bretagne) or Station Prouvé (Ile de Nantes). The opening hours are indicated on your ticket, pass or Order summary. You must imperatively present your pass as well as a proof of identity to get your Pass. The Pass Nantes "Reduced rate" will be provided upon presentation of proof. The delivery conditions are as those laid down in article 8 above.

The shipping by mail are made by a simple letter.

In the event where you do not receive your mail within seven (7) days from the dispatch of the letter, you should immediately contact Le Voyage à Nantes.

The cancellation of a purchase of a Pass Nantes is possible if the Pass Nantes has not been used at all.

The cancellation must necessarily be made with the Reservation and Marketing Department using the contact information laid down

in article 6.

If you have already received your Pass Nantes, you can return it to Le Voyage à Nantes and the cancellation of the latter will be made upon reception of it by Le Voyage à Nantes, at the following address:

Le Voyage à Nantes, Service Accueil, 1 – 3 rue Crucy – BP 692211 – 44022 Nantes cedex 1.

Reimbursements are made by bank transfer.

13.3- Access and visiting conditions for the site(s) and/or the tour(s)

13.3.1- Sites: Château des ducs de Bretagne and Machines de l'île

Each of the sites Château des ducs de Bretagne and Machines de l'île benefits from Rules of Regulations of the Public that must be respected in its entirety by the Customer. It shall be available to the Customer upon simple request. The Customer undertakes to make these Rules of Regulations of the Public 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), nor to baby strollers and prams for the site of the Machines de l'île;
- The Customer is required to respect the essential rules of the preservation of artworks (cf. article 7.3.3 below) and about respecting the other visitors, and Le Voyage à Nantes staff, with an adapted behaviour. The rules of common courtesy and propriety must be observed by the Customer. It says here that in the case of misbehaviour or of unacceptable behaviour by the Customer, the whole group or the Customer 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 de l'île:

A system of trolleys is available to the groups to enable them to drop objects, personal effects (small backpacks, etc.). 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. Le Voyage à Nantes declines all liability in case of loss, theft or of damage occurred to the belongings deposited in this system of trolleys.

It is besides specified that the tour of the Carrousel des Mondes Marins can be done according to two distinct modes:

- with the "discovery" mode, the Customer benefits from a tour of the moving Caroussel by a mediator. The Customer may possibly be invited to take a ride on the third level of the merry-go-round depending on the number of people present at the time of the mediation ;
- with the "fairground" mode, the Customer has access to the passageways as well as to take a ride on the merry-go-round.

- At the Château des ducs de Bretagne:

A locker service is offered to the 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, as well as the teachers accompanying their pupils. 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.

13.3.2 Conditions spécifiques to the Nantes.Tourisme tours

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

- The Customer is required to respect the essential rules of preservation of the visited sites and to respect the other visitors and the staff of Le Voyage à Nantes with an adapted behaviour. The rules of common courtesy and propriety must necessarily be observed by the Customer. In the case of misbehaviour or of unacceptable behaviour by the Customer, he may be asked to 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 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 (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.

13.3.3 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 Galerie des Machines and of the Carrousel des Mondes Marins, the combined permanent collections of Nantes History Museum and of the collections presented as part as the temporary exhibitions of

the Château des ducs de Bretagne, all the artworks implanted on 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 Château des ducs de Bretagne (inside the museum and in the temporary exhibitions), as in the Machines de l'île, 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 purposes (limited to the family only: private use or for study in school) and non-commercial purposes.

Besides, at the Machines de l'île, any shooting inside the Elephant is strictly forbidden. Freehands drawing are 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 use 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, by the persons empowered to do so.

ARTICLE 14 – PRICE

14.1–GENERAL PROVISIONS

The descriptions of the Services displayed on the Website specify, for each Service, the elements included in the price.

Prices are shown in Euros.

The prices of the Services indicated on the Reservation and Marketing Department are generally understood net, including all the related taxes. Potential booking, shipping and rental costs are not included.

If your file comprises booking, shipping or rental costs, they will be added to its total amount.

Besides, generally, unless explicitly stipulated otherwise, are not included in the prices the overall personal expenditure or secondary to the Service, such as laundry, phone, beverage expenses, room service, tips, as well as the use of sports facilities, any extraordinary expenses following an event Le Voyage à Nantes cannot be held responsible for and more generally, any service, not expressly specified on Your ticket, Your pass and/or on Your Order summary.

When your Order includes an Accommodation Service, the prices are calculated according to the number of overnight stays and not according to the number of full days.

14.2-Price of Accommodation Services

The prices indicated on the Reservation and Marketing Department for the Accommodation Services are understood to be net, including taxes and inclusive of tourist tax.

The details of the services are specified on Your ticket, Your pass or on Your booking confirmation from your customer account.

Promotional offers cannot be used in conjunction with any other offers.

14.3- Price changes

The prices of the Services were determined in accordance with the economic conditions in force.

Le Voyage à Nantes and its Partners reserve the right to change the prices at any time until your booking date provided that they inform you of the total price of the Service at the latest before your booking has been made.

In accordance with articles L. 211-12 and R. 211-18 of the Tourism Code, prices can be unilaterally revised by Le Voyage à Nantes, even after your booking, due to an evolution:

1° Of the price of the passenger transport resulting from the cost of fuel or of other energy sources;

2° Of the level of taxes or of the charges on the travel services included in the contract, imposed by a third party that doesn't directly take part in the performance of the contract, including the tourist taxes, the landing fees or boarding and landing fees in ports and airports;

3° Of the exchange rates with respect to the contract.

In accordance with article R. 211-9 of the Tourism Code Le Voyage à Nantes will inform you, without undue delay, of the proposed modifications and, where necessary, of their repercussions on the price of the travel or of the stay, of the time period that you must give your decision about this modification, of the consequences of the absence of response from your end within the prescribed period.

If you do not accept this modification, your contract shall be terminated, without any additional compensation.

14.4- Free admissions

On the occasion of some events and/or at the request of a Partner, the Reservation and Marketing Department is able to propose the Order of free Services (example: Heritage Days, etc.).

It is specified here that with the exception of the payment obligations and procedures, the whole set of these General Terms and Conditions and/or the potential Specific Conditions and/or the Partner Conditions are applicable to the Services that were ordered for free by the Reservation and Marketing Department.

ARTICLE 15 - PAYMENT PROCEDURES

15.1- Generalities

Payments are made:

- For the Orders made on the Website, by credit card at the time the Order is placed;
- For the Orders made in Points of sale, and by the call centre, by credit card, by bank cheques, by "ANCV" Holiday Vouchers or by transfer.

The file is definitely confirmed at the receipt of the full payment and shall be cancelled in the event of the absence of receipt of all or part of the missing payment.

In particular, in the event of an order made by phone that was not directly paid by credit card, the absence of receipt by Le Voyage à Nantes of all or part of the missing payment within the period set in the mail with the Order confirmation addressed to the Customer shall lead to the cancellation of the file.

15.3- Security of the transaction

For the purpose of securing the transactions made on the Website and to fight against credit card fraud, the information submitted related to your Order are automatically analysed by the Ingenico society in order to determine the very highest level of reliability.

That is why we are likely to ask you, by e-mail, to justify your ID and your home, this with the intent to protect You from fraudulent transactions. Through these justifications, we guarantee you a better security, by ensuring us that You are the true owner of the credit card used.

In the cases of Orders by cheque, You may be asked a justification corresponding to the holder of the cheque, still in order to ensure maximum transaction security.

15.4- Payment by credit card (Blue card, Visa, Eurocard, Mastercard / American Express accepted in France)

Without prejudice for the Customer to cancel the Order under the Conditions stipulated in these General Terms and Conditions, the payment order made by the credit card may not be cancelled. The bank account linked to the credit card used by the Customer shall be debited at the time when the payment procedure is finalized.

The Customer guarantees that he is the owner of the credit card used for making the payment of the Order and that he has sufficient funds to cover the full payment of his Order.

The Ingenico society is the receiver on behalf of Le Voyage à Nantes of the data related to the Order. Any failure in the transfer of data related to the Order prevents the execution and analysis of the transaction.

Besides, Le Voyage à Nantes uses the secure payment systems Ingenico ePayments of the Ingenico society. When the payment transaction is made by credit card, the Customer will directly and automatically be connected to the server of the Ingenico society. The Customer's banking data, protected by Quick SSL (Secure Socket Layer) encryption, will not transit, and therefore will not be kept by the computer systems of Le Voyage à Nantes.

At the time of processing the payment transaction by the secure payment systems Ingenico ePayments, the Customer's bank checks the identity of the cardholder before validating the transaction. This service is offered to the Customer by his credit institution. The authentication process to follow is inherent to each bank (date of birth, code received by SMS or via email, etc.) ,also the Customer is asked to check beforehand the good working of his credit card with this system seeking advice from his bank. If it is impossible to validate the authentication process or in case of three failed authentication attempts, the system will redirect the Customer towards another means of payment.

If it proves impossible to debit the amounts that are due for the payment of the Order, for any reason whatsoever, the buying process on the Website shall be cancelled.

Any unpaid invoice, due to fraudulent use of a credit card will lead to the registration within a specific payment incident database, implemented by Ingenico, of the contact details concerning the Order associated with this outstanding payment. An incorrect

declaration or an error may also be subject to specific processing.

15.5- Payment by cheque

This means of payment is **inaccessible to the Orders made on the Website**. Therefore, it shall only concern the Orders made by phone or in the Points of sale.

The cheque should be made, payable to Le Voyage à Nantes, to settle the amount including all taxes of the Order at the back of which shall be noted the Customer's proof of identity.

15.6- Repayment conditions

Unless stated otherwise by Le Voyage à Nantes, when a refund is due by Le Voyage à Nantes, this one is done by credit card, cheque or transfer, depending on the method of payment used at the time of the Order.

ARTICLE 16 - INFORMATION AND CLAIMS

Any claim made during the performance of the contract shall be addressed to Le Voyage à Nantes and/or to the Partner concerned as soon as possible so that a solution can be searched immediately.

Any claim made after the performance shall be addressed to Le Voyage à Nantes as soon as possible and no later than a month following the end of performance of the Service, to the contact information laid down in article 6.

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

The claim shall specify the details of your dissatisfaction, 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 45 days after the dispatch of your claim and in accordance with the articles L. 612-1 et seq. and L. 616-1 Consumption Code, You have the possibility to refer the matter to the Tourism and Travel Mediator, whose contact details and referral requirements can be obtained by consulting his website: 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 17 – INTELLECTUAL PROPERTY

Le Voyage à Nantes or its Partners are the owners of all intellectual property rights relating to the Website that belong to them or hold the related user rights.

The access to the Website does not convey any right over the intellectual property rights concerning the Website, which remain the sole property of Le Voyage à Nantes or of its Partners.

The elements available on the Website, notably in the form of texts, photographs, images, icons, maps, sounds, videos, software, data bases, data are also protected by intellectual and industrial property rights and other privative rights that are owned by le Voyage à Nantes or its Partners.

Except as specifically set forth in these General Terms and Conditions, You may not, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, or exploit in any way, all or part of the Website without prior written permission of Le Voyage à Nantes. You are informed that this ban applies particularly, but not exclusively to practices such as scrapping or to the use of robots for purposes of extraction and of reproduction of all the elements of the Website, including Service offers that are displayed, notably for commercial purposes.

Any use whatsoever, without having obtained prior permission by Le Voyage à Nantes, on any basis whatsoever, of all or part of the Website may lead to any appropriate action, notably from a counterfeit action.

Only the use of a non-substantial part of the Website is authorised for strictly private and non-commercial purposes.

The insertion of hypertext links in any part of the Website is forbidden without the prior written consent of Le Voyage à Nantes.

This agreement shall by no means constitute an implicit affiliation agreement.

ARTICLE 18 - EXCEPTIONAL AND UNAVOIDABLE CIRCUMSTANCES

Le Voyage à Nantes and/or the Partner reserve the right to cancel any Order in case of exceptional and unavoidable circumstances making impossible to place the Order and/or to modify the date.

It must be understood as “exceptional and unavoidable circumstances” any event that creates a situation beyond the control of Le Voyage à Nantes and of the traveller and the consequences of which couldn't have been avoided even if all the measures had been taken.

The situation shall be judged as events unfold.

This shall particularly apply in case of a staff strike of Le Voyage à Nantes and/or of the staff of the Partners, of demonstrations unpredictable on the day of the Order, of terrorist attacks, of unpredictable and unstoppable weather conditions on the booking date (storms, weather alerts, etc.), of exceptional hydrological (rising water levels, floods) and geographical conditions.

In cases where Le Voyage à Nantes would be forced, because of exceptional and unavoidable circumstances, to cancel the Services **before** the Customer's departure (for the Packages) or **before** the Customer could start to benefit from them (for the Services only), a postponement of the Services, or a refund shall be proposed to the Customer.

In the event where Le Voyage à Nantes had no choice but, due to exceptional and unavoidable circumstances, to cancel the Services **after** the Customer's departure (for the Packages) or **after** the Customer could start to benefit from them (for the Services only), no refund shall be made to the Customer.

In any event, the full or partial non-execution of the Services, due to a case of exceptional and unavoidable circumstances, will not lead to any additional damage and interest.

ARTICLE 19 - PROTECTION OF PERSONAL DATA (CNIL)

Within the framework of Services, Le Voyage à Nantes can be led to gather personal data concerning You (particularly first and last name, postal address, phone number, email, etc.). The personal data thus collected are treated by Le Voyage à Nantes, as responsible for processing, or any other society to which it would have subcontracted the collection of the said data.

The information that You communicate when you place your Order will not be transmitted to any third party apart from the service providers that You have ordered. This information shall be considered by Le Voyage à Nantes and its providers as being confidential. They will only be used by the internal services of Le Voyage à Nantes and the said providers, for the treatment of your Order (management, tracking and delivery). Your data will also be used to reinforce and personalise communication and the services offered to the customers (particularly via the mailing of newsletters). Thus, when you create your account, you will be able to choose to receive or not mailings from Le Voyage à Nantes and/or from the providers of the ordered services.

Pursuant to the regulation in force on the protection of personal data, You can you have a right to access, correct, eliminate any data about You, and a right of portability of any idate about You.as well as to define the fate of your data, by e-mailing a request at the following address: mesdonnees@lvan.fr or by sending a signed letter at the following address: Le Voyage à Nantes, 1-3 rue Crucy, BP 92211, 44022 Nantes Cedex 1, accompanied with a copy of your identity card. It is also possible to lodge a complaint with the CNIL : <https://www.cnil.fr/fr/plaintes>.

ARTICLE 20 - APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions as well as the Specific Conditions and the Partner Conditions are subject to French Law. If an amicable settlement is not attained, any dispute arising from their interpretation and/or their execution shall be submitted to the exclusive jurisdiction of the relevant French Courts.

ARTICLE 21 - 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 General Terms and 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 22 – TRANSFER OF THE CONTRACT

In accordance with the articles L. 211-1 and R. 211-7 of the Tourism Code, the Customer may transfer the contract to a third party, free of charge, provided they inform the society Le Voyage à Nantes in writing not later than seven (7) days prior to the beginning of the stay or of the Service, stating clearly the names and address of the transferee(s) and of the participant(s) and justifying that these ones meet the same conditions for the stay.

It is specified that the transferee must fulfil the same conditions as the Customer particularly regarding the reduced fares.

Being stated that the assignor of the contract and the transferee are severally liable for the payment of the balance as well as of the charges, fees or any other potential additional costs incurred by this transfer.

ARTICLE 23 - EXTRACTS FROM THE TOURISM CODE (Order n° 2017-1717 of December 20th 2017 effective as from July 1st 2018).

Article R. 211-3

Any offer and any sale of the services mentioned in article L. 211-1 give rise to the relevant documents being handed over, these documents meeting the rules defined by this heading.

Article R. 211-3-1

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. The name or company name and the address of the organiser or of the retailer shall be stated as well as his registration number stipulated in 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 R. 211-4

Prior to the signing of the contract, the organiser or the retailer must give the traveller the following information:

- 1) The main characteristics of the travel services:
 - a) The destination(s), the itinerary and the periods of stay, with the dates and, when the accommodation is included, the number of nights that are included ;
 - b) The means, nature and categories of transport involved, the locations, dates and times of departure and of return, the duration and the locations of stop-overs and connections. When the exact time is not set yet, the organiser or the retailer shall inform the traveller about the approximate time of departure and return ;
 - c) The situation, the main characteristics and, where necessary, the tourist category of the accommodation under the rules of the destination country.
 - d) Provided meals ;
 - e) Visits, excursions and other services included in the total price settled for the contract ;
 - f) Where it would not be apparent from the context, if the potential travel services are provided to the traveller as a member of a group and, in such cases, if possible, the approximate size of the group ;
 - g) Where the benefit of other tourist services provided to the traveller is based on an efficient verbal communication, the language in which these services will be supplied.
 - h) Information on the fact to know if the travel or the holiday stay is, generally speaking, adapted to people with reduced mobility, and at the traveller's request, precise information about the adequacy of the travel or of the holiday stay to the traveller's needs ;
- 2) The corporate name and the geographic address of the organiser and the retailer, as well as their telephone numbers and, where necessary, their emails.
- 3) The total amount including taxes and, where necessary, all the charges, fees and other additional costs, or, when these ones cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs that the traveller may still have to bear;
- 4) The payment methods, including the amount or the percentage of the price to pay as a deposit and the timetable for payment of the balance, or the financial guarantees to pay or to provide by the traveller;
- 5) The minimum number of people enabling the journey or the stay to take place and the deadline mentioned above at the section III article L. 211-14 preceding the start of the journey or the stay for a potential termination of the contract should this number has not been reached.
- 6) General information regarding the applicable conditions on passport and visa requirements, including the approximate duration to obtain the visas, as well as information about the health formalities in the country of destination.
- 7) A mention stating that the traveller can rescind the contract at any time before the beginning of the travel or of the stay, subject to the payment of the appropriate termination fees or, if required, the standard termination fees requested by the organiser or the retailer, in accordance with section I of the article L. 211-14.
- 8) Information on the voluntary or compulsory insurances covering the costs incurred by the termination of the contract by the traveller or on the cost of an insurance, covering the repatriation, in case of accident, illness or death.

Regarding the packages defined in e to 2o of the A of section II of the article L. 211-2, the organiser or the retailer and the professional to whom the data are passed on, ensure that each of them provide, before the traveller is bound to a contract, the information listed in this article to the extent that they are relevant to the travel services that they offer.

The form on which the information listed on the present article are made known to the traveller is approved by joint decision of the Minister responsible for tourism and the Minister for the Economy and Finance. This order shall specify the minimum amount of information to bring to the traveller's attention when the contract is concluded by phone. — V. Order of March 1st 2018, *infra*.

Article R. 211-5

The information mentioned at the 1o, 3o, 4o, 5o and 7o of the article R. 211-4 made known to the traveller are part of the contract and are not subject to change only under the conditions laid down in article L. 211-9.

Article R. 211-6

The contract must contain, besides the information defined in article R. 211-4, the following information:

- 1) The particular requirements of the traveller that the organiser or the retailer has accepted:

2) A statement indicating that the organiser as well as the retailer shall be responsible for the proper implementation of all the travel services included in the contract in accordance with article L. 211-16 and that they are required to help the traveller if he is in trouble, in accordance with article L. 211-17-1;

3) The name of the entity in charge of solvency protection and its contact details, including his geographic address;

4) The name, address, telephone number, email and, if required, the fax number of the local representative of the organiser or of the retailer, of a contact point or of another service through which the traveller can rapidly contact the organiser or the retailer and communicate with him in an efficient way, seek help if the traveller is in trouble or complain about any identified non-conformities during the execution of the travel or of the stay;

5) A statement indicating that the traveller is required to communicate any identified non-conformities during the execution of the travel or of the stay. in accordance with section II of the article L. 211-16;

6) When minors, not accompanied by a parent or by another person authorized, travel on the basis of a contract including accommodation, information enabling direct contact with the minor or the person responsible for the minor;

7) Information on the available internal complaint handling procedures and extrajudicial dispute settlement mechanisms and, where necessary, on the entity in which the professional works and on the online platform for the settlement of disputes provided for in the regulations (EU) no 524/2013 of the European Parliament and of the Council ;

8) Information on the right of the traveller to transfer the contract to another traveller in accordance with the article L. 211-11.

Regarding the packages defined in e to 2o of the A of section II of the article L. 211-2, the professional to whom the data are passed on informs the organiser or the retailer about the conclusion of the contract giving rise to the creation of a package. The professional provides him with the necessary information to enable him to discharge his obligations as the organiser. As soon as the organiser or the retailer is informed about the creation of a package, he provides the traveller with the information stated at 1o to 8o, on a durable medium.

Article R. 211-7

The traveller may transfer the contract to a transferee who fulfils the same conditions as him to benefit from the journey or stay, as long as the contract has not yet taken effect.

Notwithstanding any statement more favourable to the transferor, the latter is bound to inform the organiser or the retailer of his decision by any means enabling to obtain an acknowledgment of receipt at least seven days before the beginning of the journey. This transfer is in no way subject to the prior authorisation of the organiser or the retailer.

Article R. 211-8

When the contract contains an express possibility of reviewing the price, within the limit laid down in article L. 211-12, it must mention the precise means of calculation for both rises and reductions in the the price changes, and in particular concerning transport costs and related taxes; currency (ies) which may affect the price of the journey or the stay; the percentage of the price affected by the variation; the currency rate taken into account when drawing up the price given in the contract.

If the price is reduced, the organiser or the retailer has the right to deduce his actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser or the retailer provides proof of his administrative expenses.

Article R. 211-9

When, before the departure of the traveller, the organiser or the retailer. has no choice but to modify one of the key elements of the contract, if he cannot meet the special requirements mentioned at 1o of 'article R. 211-6, or in the case of a rise in the price higher than 8%, he shall inform the traveller without undue delay, in a clear, intelligible and readable manner, on a durable medium:

- 1) of the proposed changes and, where necessary, of their resulting impact on the price of the journey and of the stay;
- 2) Of the reasonable period of time within which the traveller must communicate his decision to the organiser or the retailer;
- 3) Of the consequences of failure from the traveller to communicate a response within the time set;
- 4) Where necessary, of the other service proposed as well as its price.

When the amendments to the contract or the alternative service mean that the quality of the journey or of the stay or of its cost suffers, the traveller shall be entitled to have the price reduced appropriately.

If the contract is terminated and the traveller does not accept other service, the organiser or the retailer shall reimburse any payment made by the traveller or on his behalf without undue delay and in any event no later than fourteen days after the termination of the contract, without prejudice to any claims for damages pursuant to article L. 211-17.

Article R. 211-10

The organiser or the retailer undertake the necessary reimbursements pursuant to sections II and III of article L. 211-14 or, under article L. 211-14, reimburses any payment made by the traveller or on his behalf, without the appropriate termination fees. These reimbursements for the benefit of the traveller are made without undue delay and in any event and no later than fourteen days after the termination of the contract.

In the case referred to in section III of article L. 211-14, the additional compensation that the traveller is likely to receive is at least equal to the penalty he would have had to have paid should the cancellation has been made at his bidding at this date.

Article R. 211-11

The aid owed by the organiser or the retailer pursuant to article L. 211-17-1 particularly consists in:

- 1) providing useful information on health services, local authorities and consular assistance ;
- 2) helping the traveller to make long-distance communications and to find other travel services.

The organiser or the retailer has the right to charge a reasonable price for this aid if this difficulty is intentionally caused by the traveller or by his negligence. The price charged shall exceed by no means the actual cost incurred by the organiser or the retailer.

INFORMATION FORM
Reservation and Marketing Department of SPL Le Voyage à Nantes

If you purchase a travel service referred to in 2° of I of Article L. 211-1 of the Tourism Code (excluding those referred to in 1° and 2° of I and II of Article L. 211-7), OR if you purchase a combination of travel services corresponding to a package within the meaning of Directive (EU) 2015/2302 and Article L. 211-2 II of the Tourism Code, You will benefit from all the rights granted by the European Union applicable to the above-mentioned travel services or packages, as transposed into the Tourism Code. SPL Le Voyage à Nantes will be fully responsible for the proper execution of the said travel service or of the package as a whole.

In addition, as required by law, SPL Le Voyage à Nantes has protection to reimburse your payments and, as part of a package, if transport is included, to ensure your repatriation, in the event that it becomes insolvent.

If you purchase a travel service other than those mentioned above, or if, after choosing a travel service and paying for it, you book additional travel services for your trip or holiday stay through SPL Le Voyage à Nantes, you will NOT benefit from the rights applicable to travel services or packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code.

However, if you book additional travel services during the same visit to our booking website or with the same point of contact, the travel services will be part of a linked travel service. In this case, SPL Le Voyage à Nantes has, as required by European Union law, protection to refund the sums you have paid it for services that have not been performed due to its insolvency.

Pre-contractual information for travellers about to conclude a package travel contract or to purchase a travel service referred to in 2° of I of Article L. 211-1 (excluding those referred to in 1° and 2° of I as well as II of article L. 211-7 of the Tourism Code):

Essential rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

Travellers will receive all essential information about the travel service or package before concluding the travel contract (package travel contract if applicable).

The travel service provider or tour operator and the retailer are responsible for the proper execution of all travel services included in the contract.

Travellers are provided with an emergency telephone number or contact information for a contact point to contact the travel service provider or the tour operator or retailer.

Travellers may transfer their travel service or package to another person, subject to reasonable notice and possibly subject to paying additional fees.

The price of the travel service or package can only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and in any case may not be modified less than twenty days before the start of the or the travel or package. If the price increase exceeds 8% of the price of the travel service or package, the traveller may terminate the contract. If the travel service provider or the tour operator reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a reduction in the corresponding costs.

Travellers can cancel the contract without paying a cancellation fee and be fully reimbursed for payments made if any of the essential elements of the contract, other than the price, undergoes a material change. If, before the start of the travel service or of the package, the professional responsible for the trip or package cancels it, travellers are entitled to a refund and a compensation, if applicable.

Travellers can terminate the contract without paying a cancellation fee before the start of the travel service or package by in exceptional circumstances, for example if there are serious safety problems at the place of destination that are likely to affect the trip or package.

In addition, travellers may, at any time before the start of the journey or package, terminate the contract for a fee appropriate and justifiable resolution.

If, after the start of the trip or package, important elements of it cannot be provided as planned, other appropriate services must be offered to travellers at no extra cost. Travellers can solve the contract without paying a termination fee when the services are not performed in accordance with the contract, if this disrupts considerably the execution of the journey or package and that the travel service provider or the tour operator of the package tour does not solve the problem.

Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or improper performance of travel services.

The travel service provider or tour operator or retailer must provide assistance if the traveller is in difficulty.

If the travel service provider or tour operator or retailer becomes insolvent, the amounts paid will be reimbursed. In addition, in the context of a package tour, if the tour operator or retailer becomes insolvent after the start of the package and if transport is included in the package, the repatriation of passengers is guaranteed.

Pre-contractual information for travellers who may conclude a contract for linked travel services:

SPL Le Voyage à Nantes has subscribed to protection against insolvency from the Professional Association of Solidarity in Tourism (APST).

Note: this insolvency protection does not apply to contracts concluded with parties other than SPL Le Voyage à Nantes that can be performed despite the insolvency of the SPL Le Voyage to Nantes.

Pre-contractual information common to any of the above-mentioned travellers:

Travellers can contact this entity (Mr Emmanuel Toromanof, Secretary General of the APST - 15 avenue Carnot 75017 Paris - tel: + 33 (0)1 44 09 25 35 - info@apst.travel) if services are refused to them because of the insolvency of SPL Le Voyage à Nantes.

Articles L. 211-1 et seq. and R. 211-1 et seq. of the Tourism Code, based on Directive (EU) 2015/2302 transposed into national law, are available on the website www.legifrance.gouv.fr.