

<b>GENERAL TERMS AND CONDITIONS OF SALE AND USE</b> <b>VAN Booking and marketing Department</b>
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## **ARTICLE 1 – DEFINITION AND SCOPE**

### **1.1- Definitions**

« Customer » or « You » or « User » refers to any legal person using the Websites « [www.nantes-tourisme.com](http://www.nantes-tourisme.com) », « [www.chateaunantes.fr](http://www.chateaunantes.fr) », [www.lesmachines-nantes.fr](http://www.lesmachines-nantes.fr) or the Website of the organiser of a congress or of an event, or, soliciting Nantes.Tourisme's Call Centre or one of our retail stores approved by Nantes.Tourisme, so as to book order and/or buy any Service proposed by Le Voyage à Nantes;

« Booking and marketing Department » refers to all the means put at Your disposal to book, order and/or buy one or several Services offered by Le Voyage à Nantes and bringing together: the Websites « [www.nantes.tourisme.com](http://www.nantes.tourisme.com) », « [www.chateaunantes.fr](http://www.chateaunantes.fr) », « [www.lesmachines-nantes.fr](http://www.lesmachines-nantes.fr) », « [www.levoyageanantes.fr](http://www.levoyageanantes.fr) », « [www.estuaire.info](http://www.estuaire.info) », Nantes.Tourisme Call Centre, our retail stores approved by Nantes.Tourisme, as well as the Website of any organizer of a congress or an event having entrusted the management of its booking department to Le Voyage à Nantes;

« Order » refers to any booking made and confirmed by the Customer with Le voyage à Nantes's booking and marketing Department;

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

« 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 the offered sightseeing tours, provided that the booking of these different elements would be done at the same time;

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

« Basket » refers to an additional selection of several Services and customer care made by the Customer the total price of which is composed of the unit price of each service and/or customer care selected by the latter;

« Partner » refers to any service provider at Le Voyage à Nantes. The term « Partner » notably comprises hoteliers, rental companies, caterers, event organizers (concerts, festival, cruises, etc.)

« Service » refers to a provision of service supplies, such as the supply for the accommodation services, restaurant, leisure, etc.

« Service only » or « Services on a non-package basis » refers to any service separated, booked or ordered regardless of any tourist pass, « package » or « Baskets », such as admission tickets for shows, dinners, special events or nights in a hotel only;

« Website » refers to the Websites « [www.nantes.tourisme.com](http://www.nantes.tourisme.com) », « [www.chateaunantes.fr](http://www.chateaunantes.fr) », « [www.lesmachines-nantes.fr](http://www.lesmachines-nantes.fr) », « [www.levoyageanantes.fr](http://www.levoyageanantes.fr) », « [www.estuaire.info](http://www.estuaire.info) », edited by Le Voyage à Nantes and/or by the Website of the organizer of a congress or an event having entrusted Le Voyage à Nantes with the management of its booking department.

## 1.2- Scope

These terms and conditions of Sale apply both the Tourist Packages and to the Services only offered by Le Voyage à Nantes directly booked with Le Voyage à Nantes with its booking and marketing Department.

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

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

These Terms and Conditions of Sale and of Use (hereinafter the "General Terms and Conditions ") as well as the Specific Conditions applicable to each Service, apply to any Order made with the our booking and marketing Department, notably to the marketing of the whole set of Services offered by the Business Department of Le Voyage à Nantes, on its own behalf and on behalf of its Partners.

These General Terms and Conditions of Sale and of Use are valid from 10/06/2016. This edition cancels and replaces all previous versions.

The Customer is invited to carefully read these General Terms and Conditions that have a hyperlink reference on the Website and that are provided through order confirmation and, at our retail stores. You are advised to print or download and keep a copy of these Terms. You are also advised to read these General Terms and Conditions each time You visit the Website, since they are subject to change at any time. Such modifications shall not apply to the bookings previously made and confirmed by Le Voyage à Nantes

## ARTICLE 2- ORGANISER

All the Services subject to this agreement are organised by:

### **Le Voyage à Nantes – Business Department**

1 – 3 rue de Crucy – BP 692211 – 44022 Nantes cedex 1 – France

**Tél. 0892 464 044** (0.35 €/min depuis la France) - **00 33 272 640 479** (depuis l'étranger) / Fax 33 (0) 2 40 89 11 99

**Info@nantes-tourisme.com - www.nantes-tourisme.com**

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

Social form: publicly owned local corporation

Insurer: Hiscox Company, through the company Sarre et Moselle, 17 avenue Poincaré, 57400 Sarrebourg.

Financial guarantee established with the APST according to article L. 211-18 II a) for an amount that is equal to at least 200 000 euros.

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

## ARTICLE 3 – GENERAL INFORMATION

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

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

Le Voyage à Nantes, acting on behalf of its Partners, shall make its best effort to supply photographs and illustrations, which give You an indication of the Services being offered. The purpose of these photographs and illustrations is to advise the User of the category or level of comfort of the services concerned.

For technical reasons, the actual characteristics of the Services may sometimes slightly differ, notably in terms of colour, from the ones visible on the photographs displayed on our website and on our brochures. For more information about the characteristics of these Services, you can contact Le Voyage à Nantes by phone: Tel. **0892 464 044** (0.35 €/min from France) - **00 33 272 640 479** (From abroad) or the Partner concerned with the provided contact information.

It is expressly agreed that, if applicable, the description included on the Website 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.

It is also possible that some activities offered and that are mentioned on our various communication media may be deleted notably due 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. 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 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 retail store.

Any booking on the Website, by phone or through one of our retail store, shall imply acceptance of these Conditions of Sales and Specific Conditions of our Partners mentioned on the description document of the Service.

The contract, drawn up under the conditions laid down in article 5 below commits all the participants identified on the booking that accept without reserve these Conditions of Sale and the potential Specific Conditions, and that undertake to respect all the instructions and guidelines concerning our services set out in our brochure, on the Website or any other document originating from Le Voyage à Nantes. It is the responsibility of the person who made the reservation to ensure that all the Participants have acquainted with these conditions and obligations and to have accepted them.

**It is expressly reminded that an order can be subject to the application of several general conditions stipulated in these conditions according to the nature of the chosen Services (for example : accommodation Services subscribed within the framework of a congress or an event shall be subject to the application of the « events/congress » conditions, see article 11 hereinafter, and of the « accommodation Services » conditions – see article 12 hereinafter).**

#### **ARTICLE 5 – TERMS AND CONDITIONS FOR PLACING AN ORDER/ORDER CONFIRMATION AND BOOKING GUARANTEE**

##### **5.1 – Use of the Website and of the Call Centre:**

To use the Website and the call Centre, you must be at least of the age of 18 years, legally capable of contracting and using the Website conformingly with the present General Conditions.

You are financially responsible for the use of the Website and of the Call Centre 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 guarantee the truth and accuracy of the information provided by Yourself or by any other Third Party using your personal data on the Website or through the call Centre.

A use of the booking Service of the Website and of the Call Centre, fraudulent or that would not comply with these General Terms and Conditions, may lead to the refusal of Le Voyage à Nantes, at anytime, to

allow You the access to the Services offered on the said Website or via the Call Centre and/or to legal proceedings.

## **5.2- Placing orders on the Website:**

You can order the available Services on the Website after having approved these General Terms and Conditions as well as the potential Specific Conditions.

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

- You conduct a research
  
- Following your request, the Website gives You one or several Service offers and informs You of the failure to abide by the right of withdrawal and by the cancellation policy that apply to the Services;
- You click on the Service(s) of your choice
  
- A summary, listing all your choices, with the date and the total price of the service(s), allows You to check the details of your Order.
- You must therefore ensure that all the displayed information comply with your indications (nature of the services, date, hour, delivery method and address, price, identity, age of the visitors, etc.). They cannot be modified after the validation of your Order.
- You may also, provided you have previously acknowledged and accepted these General Terms and Conditions and the applicable Specific Conditions, validate your Order and proceed with the payment, by clicking on the « validate the order with an obligation for payment » button.

The agreement 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 services ordered.

Le Voyage à Nantes, on its own behalf and on behalf of its Partner, shall send You as soon as possible and, in any event no later than four days following your Order, by e-mail, an acknowledgment of receipt confirming your Order listing the essential elements such as the identification of the ordered Service, the price and the quantity.

All references stipulated in this Order confirmation e-mail will be deemed to constitute the entire agreement between You and Le Voyage à Nantes, if You have not objected to them by registered letter with acknowledgement of receipt within eight days. They can be disputed if they differ from the Order that you have made.

It is of your responsibility to ensure that the information (identity, e-mail address, mailing address, etc.) that you convey during your Order are correct, and to immediately inform Le Voyage à Nantes by phone **0892 464 044** (0.35 €/min from France) - **00 33 272 640 479** (from abroad) / Fax 33 (0) 2 40 89 11 99 or by filling out the form available on the Website, of any modification that could affect them, so they could ensure that You will benefit from the Services that You have ordered.

## **5.3 – Placing of an order with the Nantes.Tourisme call Centre and from one of our retail stores:**

The procedure of placing Orders via the Nantes.Tourisme Call Centre and/or from one of our retail outlets includes at least the following steps:

- You call a member of our welcome staff, or you ask for him or her in one of our retail outlets. He or she tells You the cost of the phone call;
- Following your request, the member of our welcome staff shall give you one or several offers of services and inform You of the failure to abide by the right of withdrawal and by the cancellation policy that apply to the Services;
- You choose the Service (s) of your choice with the member of our welcome staff ;

- The member of our welcome staff makes a listing of your choices with the date and the total price of the service(s) so as to allow You to check the details of your Order;
- You must therefore ensure that all the displayed choices and information comply with your indications (nature of the services, date, hour, delivery method and address, price, identity, age of the visitors, etc.). They cannot be modified after the validation of your Order;
- You then will be asked, provided you have previously acknowledged and accepted these General Terms and Conditions and the applicable Specific Conditions with the member of our welcome staff, to validate your Order and proceed with the payment.

The agreement is formed as the outcome of this booking as soon as the member of our welcome staff gives you a booking number. After receipt of the payment, you will be sent a confirmation mail or e-mail.

The agreement 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.

Le Voyage à Nantes, on its own behalf and on behalf of its Partner, shall send You as soon as possible and, in any event no later than four days following your Order, by e-mail, an acknowledgment of receipt confirming your Order listing the essential elements such as the identification of the Service ordered, the price and the quantity.

All references stipulated in this Order confirmation e-mail will be deemed to constitute the entire agreement between You and Le Voyage à Nantes, if You have not objected to them by registered letter with acknowledgement of receipt within eight days. They can be disputed if they differ from the Order that you have made.

It is of your responsibility to ensure that the information (identity, e-mail address, mailing address, etc.) that you convey during your Order are correct, and to immediately inform Le Voyage à Nantes by phone **0892 464 044** (0.35 €/min from France) - **00 33 272 640 479** (from abroad) / Fax 33 (0) 2 40 89 11 99 or by filling out the form available on the Website, of any modification that could affect them, so they could ensure that You will benefit from the Services that You have ordered.

#### **5.4 - Confirmation/Guarantee**

The order confirmation is necessary to obtain any document included in the file: Pass Nantes, show tickets, gift vouchers, etc. It must be necessarily given to each Partner concerned at the beginning of the performance of the Service. **In the eventuality that you have not received an Order confirmation, it is your responsibility to contact Le Voyage à Nantes as soon as possible.**

The order confirmations can, depending on the period between the booking date and the date of the stay, and at the written request of the Customer, be directly transmitted to the Customer at his arrival in one of the reception offices of Nantes Tourisme or failing that, the Customer can bring his or her reservation number stipulated on the order confirmation as well as his or her ID card and present him or herself to the Partner concerned.

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

**6.1** - All the conditions of cancellation, potential modification and/or reimbursement of Orders are specified in these General Conditions for each type of Service, and/or in the Specific Conditions applicable to each Service.

**We draw your attention on the fact that some Services are neither voidable nor refundable, or voidable nor modifiable nor exchangeable. You will be informed before your Order is finalised.**

In any event, the application fees as well as the contracted insurances are not refundable in case of cancellation.

In the absence of any more favourable special provisions mentioned prior to making any booking, any modification (a change in the date of departure or of return, schedules, destination, accommodation) or

any cancellation originating from the Customer, shall lead to, except in the event of force majeure and except with a more favourable agreement from the Partner concerned or from Le Voyage à Nantes, the latter shall receive compensation of an amount corresponding to 100% of the price of the Service, without prejudice to the applications of handling fees specifically to any cancellation or modification, under the conditions defined above.

**6.2** - The cancellation or modification of a booking made through the intermediary of the marketing and booking Department must necessarily be filled in by the Call Centre.

The cancellation or modification of a booking made through the intermediary of the marketing and booking Department must necessarily be filled in by one of the means below:

- Telephone: from France call 0892 464 044 (0.35 €/min), From abroad call 00 33 272 640 479
- - On weekdays from 9 am to 6 pm, except on Thursday mornings from 9 to 10 am as well as on 25/12 and on 1/01 (annual closure)
  - On Saturdays, Sundays and bank holidays: 10am/1 pm et 2 pm/5pm
- Internet: [www.nantes-tourisme.com](http://www.nantes-tourisme.com)
- Mail: [info@nantes-tourisme.com](mailto:info@nantes-tourisme.com)

The reference time zone to calculate cancellation or modification penalties is the following: UTC+1.

**6.3** - For the tourist Packages and Stays, in the event that we are compelled to cancel your reservation or to bring modifications to the essential elements of your reservation (for example, a substantial change of the reserved Services such as a change of accommodation for a lower category in particular), the provisions of articles R211-9, R211-10 and R211-11 of the Tourism Code reproduced hereinafter shall apply.

## **ARTICLE 7 – INSURANCE**

No insurance is included in the prices offered on the Website or transmitted by phone.

Le Voyage à Nantes offers you the possibility to take out a cancellation insurance at the time of booking. In the case where you wished to benefit from this offer, we will give you the amount of the insurance premium; the latter should be calculated on a case-by-case basis according to the total amount of the ordered Services. It is stated that in any case, the underwritten insurance premium is not refundable in case of cancellation.

In the case you take out a cancellation insurance, the insurance policy, that You accept is accessible on the Website and with a hyperlink appearing on the description of the Order that will be sent to you upon order confirmation for the bookings made by phone.

Insurance claims are directly made with Le Voyage à Nantes, by respecting the terms of the insurance policy (deadlines, supporting documents, etc.) by respecting the terms of the insurance policy (deadlines, supporting document, etc.).

## **ARTICLE 8 – DELIVERY**

Except as otherwise provided in the Specific Conditions or in the General Conditions inherent to each Services mentioned hereinafter, the tickets and/or documents issued for a Service ordered on the Website or by phone are, either to be collected in one of the Nantes.Tourisme retail outlets, or sent, in metropolitan France or abroad (unsecured shipping for any order made seven days before the event), by mail at the delivery address mentioned when placing your Order. Additional provisions may also be laid down for each type of Service in the General Conditions inherent to each Service hereinafter or in the Specific Conditions.

In the case of a shipping via post mail:

The delivery times indicated when placing the order are average delivery times and corresponding to the periods of treatment and to the shipping to France or abroad:

- The receipt of an order is unsecured for any order made at least seven days before the intended arrival date
- It is possible to take out a mail tracking for an additional price specified on the Website or at the time of the booking made by phone.

If the delivery was made impossible due to a error of the Customer in the entry of his or her contact details or in default of indication by the latter of the existence of an interphone or of a digital code, neither the provider (s) concerned nor Le Voyage à Nantes shall not be held responsible.

## **ARTICLE 9 – PROOF**

It is expressly agreed that, except in the case of an obvious error of Le VOYAGE A NANTES, the data stored in the information system of le VOYAGE A NANTES, notably in the e-mail tools used by Le VOYAGE A NANTES, shall constitute conclusive evidence as to the accepted quotes and to the performance of the obligations of the parties. The electronic or computerized data being stored by LE VOYAGE A NANTES shall constitute evidence, and, if they are produced as means of evidence by LE VOYAGE A 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 articles L. 121-16-1 and L. 121-21-8 12° of the French Consumer Code, concerning either tourist Packages or accommodation Services (other than residential accommodation), or services of transportation of goods, of car rental, of restaurant or leisure activities that must be provided at a determined date or period, the Services offered by Le Voyage à Nantes on its behalf and on the behalf of its Partners is not subject to the application of the right of withdrawal as set out in articles L. 121-21 and followings of the French Consumer Code in the field of distance selling.

As a consequence, the Services ordered on the Website shall exclusively be based on the Terms and Conditions for cancellation and modification laid down in these General Terms and Conditions and/or in the Specific Conditions that shall apply.

## **ARTICLE 11 – CONDITIONS THAT SHALL APPLY TO THE PARTICIPANTS WITHIN THE FRAME OF A RESERVATION DEPARTMENT DEDICATED TO A CONGRESS OR AN EVENT**

Without prejudice to the implementation of the conditions inherent to the other particular services stipulated in these General Terms and Conditions, the Customers attending a Congress or an Event are bound to these General Terms and Conditions.

### **11.1 - Obligations and liability of the PARTICIPANT**

The Customer, attending a congress or an event, must ensure to hold in safe custody his or her material goods and materials that he brings particularly in the cloakroom (excluding the cloakrooms supervised by the staff of the institutions outside the reception spaces of the congress or the event). The Client shall be responsible for taking out any insurance policy (Damages- liability) that he or she shall deem necessary. The Customer is notably invited to subscribe to a specific insurance in the event of huge materials or of valuable goods insofar as Le Voyage à Nantes and/or the Partner do not assume any liability in the event of damage or theft of that property. The Customer is held responsible for all damages caused through his or her intermediary and/or he or she undertakes to bear the restoration and/or the compensation costs, notably with Partners. Under no circumstances, Le Voyage à Nantes shall not be held liable for any damage whatsoever, in particular fire or theft, that may occur to objects or materials provided by the Customer during his or her stay.

The Customer undertakes to be subject to no behaviour likely to harm the host institution of the event or the Congress, the latter reserving the right to intervene if necessary. The Customers shall not bring

beverage from the outside or any other food product. The host institutions provide no service related to the transportation of participants.

### **11.2 - Cancellations and Modifications:**

All the conditions for modification and for cancellation are described in the Specific Conditions, directly accessible on the Website prior to making any reservations, and mentioned on the reservation confirmation.

Unless overriding Terms specified in the Specific Conditions or during the placing of the Order, in case of modification or of cancellation originating from the Customer, you will be charged with administrative costs. The administrative costs invoiced under this paragraph are independent and separate from similar expenses the payment of which may be required by a Partner, which are laid down, if necessary in the Specific Conditions.

In the absence of any more favourable special provisions mentioned prior to making any reservation, any modification ( a change in the date of departure or of return, schedules, destination, accommodation) or any cancellation originating from the Customer, shall lead to , except in the event of force majeure and except with a more favourable agreement from the Partner concerned or from Le Voyage à Nantes, the latter shall receive compensation of an amount corresponding to 100% of the price of the Service, without prejudice to the applications of handling fees specifically to any cancellation or modification , under the conditions defined above.

In all cases, the cancellation or modification of a reservation made through the intermediary of the marketing and reservation Department within the framework of a congress/event, must necessarily be filled in by the Department in accordance with the rules laid down in article 6.2 aforementioned.

### **11.3 - Prices and Taxes**

The financial conditions that apply to the Customers, attending a Congress or an Event are regulated by articles 16 and 17 of these General Terms.

## **ARTICLE 12 – CONDITIONS APPLICABLE 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) are regulated by these General Terms and Conditions and by the Specific Conditions of the hotels concerned.

### **12.1 - Possession of the rooms**

Most frequently, rooms are only available from 3 pm and must be released before 12 pm 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 Hotel. Any overtaking may result in the invoicing of an additional night at the public rate displayed.

### **12.2 - Classification**

The indication of the level of comfort assigned to the hosts included in the description available on the Website of Le Voyage à Nantes or on the brochures corresponds to a classification established by Atout France and controlled by an inspection body accredited by the Cofrac (French Accreditation Committee).

Acting on behalf of its Partners, Le Voyage à Nantes may be compelled to substitute the originally booked hotel, for another hotel of the same category offering equivalent services, as a result of force majeure or for technical reasons related to a case of force majeure or because of a third party, becoming a nuisance to your safety or to the quality of the Service brought to you. However, you have an option to decline such a modification, in accordance with the conditions stipulated in the Tourism Code.

### **12.3 - Meals**



When meals are included in the Service, their number depends on the number of nights.

Besides, it was further agreed that:

- Full board starts with the meal preceding the first night and ends with the breakfast following the last night's lodging, for the other days of the Stay; it includes breakfast, lunch and dinner.
- Half-board starts with the meal preceding the first night and ends with the breakfast following the last night's lodging, for the other days of the Stay, it includes breakfast, and either lunch or dinner.

#### **12.4 - Formalities**

We strongly advise you to inform one member of our welcome staff to directly warn the hotel Keeper about your arrival time. Without any intervention from the Customer about his time of arrival, the booking is unsecured beyond 6 pm.

REMINDER: some hotels don't have any night receptions, please take the necessary precautions.

#### **12.5 - Provision of compensatory services**

If, in exceptional cases (booking error or unexpected accident in the room), in the case where the booked rooms were no longer available at the time of the Customer's arrival, the Partner host shall, without any extra charges for the said Customer:

- Provide him or her for one night with one or several rooms, in a number equal to the booking, in another accommodation of equal or superior grade at a price equal or lower to the one of the booked rooms
- Offer him or her a transport solution to this accommodation,
- Repay him or her, if he or she wished to do so, the price of a phone call between this accommodation and his or her family or his or her office.

#### **12.6 - Prices and Taxes**

The applicable financial conditions applicable to the accommodation Services are regulated by the articles 16 and 17 of these General Terms.

Generally, unless explicitly stipulated otherwise, are not included in the prices the overall personal expenditure or secondary to the Service, such as insurances, laundry, phone, beverage expenses, room service, tips, as well as sightseeing trips and the use of sports facilities, and more generally any service not expressly included in the booking confirmation. For that purpose and in order to guarantee the payment of the expenditures aforementioned, the Host Partner may ask you to give him Your account number, expiration date and name of the holder

#### **12.7- Cancellations and modifications**

The Conditions of modification and cancellation are described in the Specific Conditions and mentioned on the order confirmation.

Unless overriding Terms specified in the Specific Conditions or during the placing of the Order, in case of modification or of cancellation originating from the Customer, you will be charged with administrative costs. The administrative costs charged under this paragraph are independent and separate from similar expenses the payment of which may be required by a Partner, which are laid down, if necessary in the Specific Conditions.

In the absence of any more favourable special provisions mentioned prior to making any booking, any modification (a change in the date of departure or of return, schedules, destination, accommodation) or any cancellation originating from the Customer, shall lead to, except in the event of force majeure and except with a more favourable agreement from the Partner concerned or from Le Voyage à Nantes, the latter shall receive compensation of an amount corresponding to 100% of the price of the Service,

without prejudice to the applications of handling fees specifically to any cancellation or modification , under the conditions defined above..

**In the case of an accommodation only or of a holiday accommodation, for the Customers not attending a Congress or an Event, of the Customer did not present himself or herself before « check out » time (the day after the expected day of arrival and no later than 12 pm) and did not cancel his or her booking on time, the amount of the first night for each booked room will be maintained in flow rate(no show invoice).**

**In the case of an accommodation for the Customers attending a Congress or an Event, if the Customer does not present himself or herself on the expected night of his or her arrival and did not cancel his or her booking on time, all the booked Services shall be charged. The room shall then be vacated from 12 pm the day after.**

**The « Folle Journée ... » stays and all the stays including tickets for concerts, shows, or for access to exceptional cultural events, shall be submitted to particular cancellation rules the rules of which will appear in detail at the time of booking and on your order confirmation.**

In all cases, the modification or cancellation of a booking made through the intermediary of the marketing and booking Department for an accommodation only or a stay, must necessarily be filled in by the Department in accordance with the rules laid down in article 6.2 aforementioned.

### **ARTICLE 13 – CONDITIONS APPLICABLES TO SHOWS AND LEISURE SERVICES**

The “shows” Services are offered by Le Voyage à Nantes on its own behalf and on behalf of its Partners. They are regulated by these General Conditions and by the Conditions of sale of its Partner that must be accepted before the placing of the Order.

As a consequence of the aforesaid, and when the Service is organized by a Partner of Le Voyage à Nantes, only the General Conditions of sale of the Partners shall apply to these Services.

The “shows” Services are notably the following Services: tickets for concerts, shows, sports events, festivals, museums, exhibitions or other events in ticket offices only.

Le Voyage à Nantes draws your attention on the following elements to be known:

- **The tickets for concerts, movies, shows, exhibitions, festival pass or other events in ticket offices only cannot be returned, refunded or replaced;**
- 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 Services offered appearing on the Website might happen to be deleted, notably for climatic reasons, in the case of force majeure.

The financial conditions applicable to the « shows » Services are regulated by articles 14 and 15 of these General Terms.

### **ARTICLE 14 – GENERAL CONDITIONS APPLICABLE TO THE SERVICES INHERENT TO LE VOYAGE A NANTES (OTHER THAN THOSE THAT MAY COME WITHIN ONE OF THE CATEGORIES OF SERVICE QUOTED IN THE ARTICLES ABOVE)**

#### **14.1 - Guided tours:**

**Le Voyage à Nantes draws attention on the fact that, as there are a limited number of places for each tour, the edited 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 not be held responsible for

the non-fulfilment of a tour, related to a case of force majeure or due to a third party not normally involved in the provision of the services stipulated in the contract. 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/her right to claim compensation for any damage, which may have been incurred, should receive the immediate 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 it has been otherwise agreed by *Le Voyage à Nantes*, You will be sent the meeting location on your confirmation document.

It is specified hereby that You will be asked to present the voucher or the confirmation document to access the Service ordered.

#### **14.2 - Pass Nantes:**

Three options of the Pass Nantes 24, 48 or 72 hours giving access to tourist sites and detailed visits in each of these three offers are offered to the individual public on the Website and in our brochures where the rates and applicable conditions are specified.

**Warning: The Pass Nantes is issued for a personal use and is available only if the card is filled in accordingly (name of the holder, validity dates). The Pass Nantes can neither be exchanged nor refunded in case of theft, loss, or of total or partial absence of use, deterioration of the card or else as a result of the exceptional closure or unavailability of a partner 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 confirmation document.

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

- Shipping of the Pass by mail to your home address as it was filled in on the Website by you;
- Withdrawal of the Pass at the reception desk of Nantes Atlantique airport;
- Withdrawal of the Pass in one of the welcome offices of Nantes Tourisme

In the case where no proposal has been adopted at the time of booking, the Pass Nantes should, by default, be withdrawn in the welcome offices of Nantes Tourisme located Rue des Etats (opposite the Castle of the Dukes of Brittany) or Station Prouvé (Ile de Nantes), the opening hours are indicated on your confirmation document.

You must imperatively present your confirmation document as well as a proof of identity to get your tickets. The Pass Nantes "Reduced rate" will be provided upon presentation of proof.

The delivery conditions are the same conditions as those laid down in article 8 above.

**The cancellation of a purchase of a Pass Nantes is possible until the date of arrival defined at the time of the booking and only if the Pass Nantes has not been filled in.**

The cancellation must necessarily be made with the Nantes Tourisme Call Centre of the *Voyage à Nantes* using the contact information laid down in article 6.2 above.

If you have already received your Pass Nantes, you can return it to us 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 de Crucy – BP 692211 – 44022 Nantes cedex 1.

Reimbursements are made by bank transfer.

#### **14.3 - Access and visiting conditions for the sites and the tour(s).**

##### 14.3.1 - Sites: Castle of the Dukes of Brittany and Machine of the Isle

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

Primarily:

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

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

At the Castle of the Dukes of Brittany, a cloakroom service is offered to visitors. Besides, the right to speak aloud in the rooms is regulated.

Aside from the Voyage à Nantes staff, upon appropriate justification, only curators, guide-interpreters, lecturers holding a professional licence, delivered in France by the ministries of Tourism or of Culture are authorized. An authorization to visit badge will be given to the external guide after presentation of his or her professional licence on the day of the visit.

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

As regards the Estuaire Nantes <> Saint Nazaire cruises:

- o Pets are not allowed on the boat, except for guide dogs.
- o Smoking is forbidden on board
- Bringing your own drink or snack on board except for the Cruises including or offering a drink, snack or restaurant service
- Bike embarkations are possible but subject to availability, booking is compulsory (warning: space limited)

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

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

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

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

Notably being artworks: the Elephant, all the machines of the Machine Gallery and of the Marine Worlds Carousel, the combined permanent collections of Nantes History Museum and of the collections

presented as part as the temporary exhibitions of the Castle of the Dukes of Brittany, all the artworks implanted of the public space and/or being part of the Estuaire Nantes <> Saint-Nazaire collection, the whole set of installations that can be exhibited and presented as part of the site visits offered to visitors ( example : le Nid, street murals, etc..).

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

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

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

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

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

## **ARTICLE 15 – PRICE**

### **15.1 - 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 are generally understood including all the related taxes, charges and the service costs .The costs and services charges correspond to the costs related to the Services ordered, incurred by Le Voyage à Nantes and the Partners and in particular the indirect taxes ( VAT, other similar taxes) and the other charges needed to process Orders.

Besides, generally, unless explicitly stipulated otherwise, are not included in the prices the overall personal expenditure or secondary to the Service, such as insurances, laundry, phone, beverage expenses, room service, tips, as well as the use of sports facilities, and more generally any service not expressly included in the booking confirmation.

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.

### **15.2 – Price of accommodation Services**

The prices applied in the Department are the rates given by the Partner host, they are understood to be net, including taxes, inclusive of tourist tax. The rates are non commissionable. The amounts of the tourist tax are available on the website [www.nantes-tourisme.com](http://www.nantes-tourisme.com).If your file includes booking fees, they will be added to its overall amount.

The details of the services are specified in the “ Products” or “ You have booked” section.

If your booking includes breakfast, its amount will appear in detail on your confirmation document. In the absence of the title “ breakfast” and of its rate, this service will be paid directly to the host.

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

### **15.3 – Price of the services not including stays or tourist packages**

The prices applied in the Department for the services not including stays or tourist packages are understood to be net, including taxes, excluding booking, delivery or rental fees. If your file includes booking, delivery or rental fees, they will be added to its overall amount.

### **15.4 - Price in the context of a stay or a tourist package**

The prices applied in the Department in the context of a stay or a tourist package are understood to be net, including taxes and booking, delivery or rental fees.

### **15.5 - 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.

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

## **ARTICLE 16 – PAYMENT METHODS**

The payment methods are those laid down for each type of service hereinafter.

### **16.1 - Services not including the “ Congress/Events” booking Department”:**

Payments are made:

- For the bookings made on the Website, by credit card at the time the order is placed;
- For the bookings made in our welcomes offices and by phone, by credit card, cashier's checks, cash and holiday vouchers ANCV [National Holiday Vouchers Agency] (For terms and conditions call 0892 464 044 (0.35 €/min) from France, au 00 33 272 640 479 (from abroad).

All or part of the missing payment will lead to the cancellation of the file.

### **16.2 – Services within the frame of a « Congress / Event » booking Department**

The payment of the stay can be made online by credit card at the time of booking. The file shall be definitively confirmed on receipt of the entire payment due. All or part of the missing payment will lead to the cancellation of the file.

We accept cashier's checks, transfer and administrative payment orders for the bookings made by phone and in our retail outlets (For terms and conditions call 0892 464 044 (0.35 €/min) from France, call 00 33 272 640 479 (from abroad).

### **16.3 - 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 GeoTrust 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.

#### **16.4 - 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, 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 GeoTrust 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 "Geotrust" 256 bits-of the GeoTrust society and of its cashing server.

When the payment transaction is made by credit card, the Customer will directly and automatically connected to the server of the GeoTrust society. The Customer's banking data, protected by Quick SSL 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 Geotrust" 256 bits protocol, the Customer's bank checks the identity of the cardholder before validating the transaction. This service is offered to the Customer by his or her credit institution. The authentication process to follow is inherent to each bank (date of birth, code received by text message or via email...), also the Customer is asked to check beforehand the good working of his or her credit card with this system seeking advice from his or her 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 GeoTrust, 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.

#### **16.5 - Payment by cheque:**

This means of payment is **inaccessible to the orders made on the Website.**

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.

#### **16.6 - Conditions of repayment**

Unless otherwise stated by Le Voyage à Nantes, when a refund from le Voyage à Nantes is claimed, it is made by credit card, cheque or credit transfer, according to the payment method used at the time of booking.

## **ARTICLE 17 - LIABILITY**

### **17.1 - Liability of Le Voyage à Nantes**

Le Voyage à Nantes holds a professional travel agency liability insurance subscribed with the Hiscox Company, through the company Sarre et Moselle, 17 avenue Poincaré, 57400 Sarrebourg that covers bodily, material, and immaterial damage that may occur to the customers as a consequence of a default or a deficiency of its services.

Financial Guarantee established by the APST for an amount at least equal to 200 000 euros.

#### **17.1.1 - For the use of the Website**

Le Voyage à Nantes does not guarantee that the Website will be free from defects, errors or bugs, neither that these one can be corrected, nor that the Website will function without failures or interruptions, moreover, nor that it is compatible with a material or a specific configuration other than those expressly mentioned.

Le Voyage à Nantes is not responsible in any way for any failures due to software of third parties.

Under no circumstances, Le Voyage à Nantes shall be held responsible for foreseen or unforeseen, material or physical damages (including the loss of profit or of opportunity...) arising out of the use or of the total or partial impossibility to use the Website.

Le Voyage à Nantes being unable to control all the websites which it refers to through some hypertext links, that only exist to facilitate the searches of the User, Le Voyage à Nantes is in no way liable for their content.

Le Voyage à Nantes draws your attention on the boundaries of the Internet, in particular its technical performance, the response time to consult, query or transfer data and the risks related to the security of communications.

In this respect, you are asked to check that the computer system You use does not contain any virus and it is working perfectly.

#### **17.1.2 For the Services:**

Le Voyage à Nantes shall be held liable towards you for the proper performance of the obligations arising from the contract, whether these obligations are to be discharged in person or by other Partner agents providing a service without prejudice to its right to claim against the latter.

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

In the event that you meet any difficulty, which is not a failure or the responsibility of Le Voyage à Nantes towards its obligations under these Conditions, Le Voyage à Nantes will do its best to assist You but any claim relating to the Services only organised by our Partners should be addressed to them directly.

### **17.2 - Your liability:**

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



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

## **ARTICLE 18 - INFORMATION AND CLAIMS**

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

Any claim made after the performance shall be addressed to Le Voyage à Nantes as soon as possible and no later than a month following the end of performance of the Service, to the contact information laid down in article 2 above.

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

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

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

In the absence of a satisfactory response within 45 days after the dispatch of your claim, 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](http://www.mtv.travel).

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

## **ARTICLE 19 - 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.

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, databases, 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 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 the Society 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 20 - FORCE MAJEURE**

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

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

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

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

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

## **ARTICLE 21 - PROTECTION OF PERSONAL INFORMATION (CNIL)**

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

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

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

The information that You give us when placing your order will not be transmitted to any third party apart from the service providers that you have ordered. This information will be regarded as confidential by Le Voyage à Nantes and its providers.

This information shall be used only by the internal services of *Le Voyage à Nantes* and its providers, for the processing of your order and to reinforce and personalize communication and the service offers reserved for Customers.

## **ARTICLE 22 – APPLICABLE LAW AND JURISDICTION**

These Special Terms and Conditions are subject to French Law. Any dispute arising from their interpretation and/or their execution shall be submitted to the exclusive jurisdiction of the relevant French Courts.

## **ARTICLE 23 – MISCELLANEOUS**

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

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

## **ARTICLE 24 - EXTRACTS FROM THE TOURISM CODE**

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

### **Article R211-3**

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

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

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

### **Article R211-4**

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

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

### **Article R211-5**

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

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

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

### **Article R211-6**

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

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

#### **Article R211-7**

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

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

#### **Article R211-8**

When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article

L. 211-12, it must mention the precise means of calculation for both rises and reductions in the prices and in particular concerning transport costs and related taxes; currency (ies) which may affect the price of the journey or the holiday; The percentage of the price affected by the variation; the currency rate taken into account when drawing up the prices given in the contract.

#### **Article R211-9**

When, before the departure of the purchaser, the seller has no choice but to modify one of the key elements of the contract, such as a significant rise in prices and when he/she is ignorant of the obligation of information referred to in point 13 of article R. 211-4; the purchaser, without prejudice to his/her right to compensation for any damage which may be incurred, and after being so informed by the seller by recorded delivery mail, may:

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

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

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

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

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

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

- Either to propose services replacing the scheduled services and possibly accepting to pay any supplement in terms of price, and, if the services accepted by the purchaser are inferior in quality, the seller must reimburse the difference in price as soon as the purchaser returns home;
- Or, if the seller cannot propose any substitution service or if the said services are refused by the purchaser for valid reasons, to provide the purchaser travel tickets, without any supplement to the price, to ensure his/her return home in conditions which may be considered as being equivalent, to the place of departure or any other place accepted by both parties.

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