

GENERAL AND SPECIAL SALES TERMS

SPECIAL RESERVATION TERMS

Article 1 – The Tourist Office

Tourist offices under the law dated July 13, 1992, can reserve and sell all types of services, leisure activities and general interest accommodation in their area of their work.

They help the public by offering a set of services. The Tourist Office of La Bresse is a local tourist organisation. In no event will the Tourist Office assume any liability for agreements entered into with service providers and used by third parties or for ends other than tourism.

Article 2 – Information

The description provided constitutes the prior offer specified in the general terms and is binding on the Tourist Office. However, changes can occur in the nature and number of services offered. In accordance with article 97 of the general sales terms, the client shall be made aware of any change in writing prior to the signing of the agreement.

Article 3 – Term of service

The client signer of the agreement entered into for a fixed end period, shall in no circumstance claim any right to remain on the premises at the end of the stay.

Article 4 – Liabilities

The Tourist Office of La Bresse is responsible under the terms of article 23 of the Act dated July 13, 1992 which specifies:

Any natural person or legal exercising the business specifies in article 1, is responsible by right to the buyer, for the proper performance of the obligations resulting from the agreement, whether such obligations are to be performed by it or by other service providers, without prejudice to its right to sue the latter.

However, it may be exempted from all or part of its liability by furnishing evidence that the failure to perform the agreement is chargeable to the buyer or to the unforeseeable and force majeure events.

Article 5 – reservation

The reservation shall be firm when a 25% deposit on the stay price, handling costs and a copy of the agreement signed by the client are returned to the reservation department before the deadline indicated in the agreement.

Article 6 – Payment of balance amount

The client shall pay the reservation department the outstanding balance amount for the agreed service, one month before the beginning of the stay, subject to compliance with the article 98, paragraph 10.

Should the client fail to pay the balance on the agreed date, he shall be deemed as having cancelled his stay. As a result, the service shall be offered for sale and no reimbursement made.

Article 7 – Late enrolment

In the event of an enrolment 30 days or less before the beginning of the stay, the whole amount for the stay shall be required on reservation, subject to article 98.

Article 8 – Acknowledgement of receipt

On receipt of the balance amount, the reservation department shall send an acknowledgement of receipt to the client.

Article 9 – Arrival

The client shall arrive on the day and at the address indicated in the agreement at about 4 p.m. and shall vacate the premises on the agreed date before 10 a.m..

In the event of a late arrival or of a last-minute hold-up, the client shall advise the service provider (or owner) at the address and telephone indicated in the agreement.

Services unused as a result of such a late arrival shall be owed and shall not be reimbursed.

Article 10 – Cancellation on client's part

Cancellations shall be notified by registered mail or telegram to the reservation department. Any cancellation by the client shall result, even in the event of force majeure, in variable costs being owed, depending on the nature of the trip or stay and the date of cancellation.

Unless otherwise agreed:

Cancellation more than 30 days inclusive before the beginning of the stay: we keep the deposit (25%)

Cancellation between the 30th day and the 8th day inclusive before the beginning of the stay: 50% of the price will be withheld.

Cancellation less than 8 days before the beginning of the stay: we keep 100% of the price.

If a cancellation insurance was subscribed on reservation, please refer to the insurance sheet appended to the agreement.

Article 11 – Modification of a material provision of the agreement by the reservation department.

Please refer to article 101 of the general terms below.

Article 12 – Cancellation by seller

Please refer to article 102 of the general terms below.

Article 12 – Seller prevented from supplying the agreed services during the stay.

Please refer to article 103 of the general terms below.

Article 13 – Interrupted stays

If clients interrupts the stay, no reimbursement will be made.

Article 14 – Accommodation Capacity

The agreement specified a maximum accommodation capacity. Should the number of participants exceed the accommodation capacity, the service provide may refuse addition clients, and the agreement shall be deemed terminated by the client. In that event, the rental price is gained by the owner.

Article 15 – Animals

The agreement shall specify whether the client can or not bring a pet. If that provision is not complied with by the client, the service provider may refuse the stay. In that event there will be no reimbursement.

Article 16 – Assignment of the agreement by the client

Any agreement transfer should be made for the initial price between the transferor and the transferee. The buyer may transfer his agreement to any transferee fulfilling the same requirements as him. In that event, the buyer shall inform the reservation department of his decision by registered letter acknowledge of receipt, at least 7 days prior to the beginning of the stays. The transferee shall be solely and jointly responsible to the seller for the payment of the balance of the price and for any additional cost resulting from such transfer. Such additional costs shall be paid the transferee.

Article 17 – Insurance

The client shall be responsible for any damage resulting from his acts. The client is asking to confirm that he carries insurance refers to as vacation insurance through his personal insurance. Failing, it is strongly recommended that he takes out such insurance.

The Tourist Office of La Bresse offers an insurance policy covering and exclusions shall be written in a document sent to the buyer at the time he takes out the insurance. The Tourist Office of La Bresse is insured for its own civil liability as specified hereunder.

Article 18 – Inspection

A cross inventory is made and signed by the tenant and landlord or his representative, on arrival and departure. Such inventory shall be solely used in the event of a dispute pertaining to the condition of the premises. The cleanliness of the premises on the tenant's arrival shall be written down in the inspection report. The cleaning of the premises is the client's responsibility during the rental period and prior to his departure.

Article 19 – Deposit

The client's attention is drawn to the existence, in the area of seasonal rental, of a deposit intended to cover the possible consequences of deterioration chargeable to the tenant. The deposit amount varies (please enquire from the landlord). The deposit shall be paid, on arrival to the landlord or his representative.

A cross inspection shall be carried out on arrival and departure, to check the premises under the agreement. The deposit shall be returned to the client, after deducting any repair cost, if deterioration chargeable to the tenant is found.

Article 20 – Seasonal rentals

Payment of expenses and taxes. At the end of the stay, the client shall pay the landlord or his representative any tax and expense that is not included in the price, as detailed on the description sheet (water consumption, gas, electricity, heating, telephone, stay tax applicable in the city, sheet rental, etc. Some prices may include on overall fixed expense amount.

Article 21 – Hotels

The price include the rental of the room, with or without a breakfast, half board or board; unless otherwise specified, they do not include drinks. When a client occupies alone a room for 2 people; an extra charge will be owed. On the departure date, the room should be vacated before noon.

Article 22 – Camp grounds

Unless otherwise specifies, reservations are to be made by week or by the night.

Article 23 – Complaints

An complaint relating to failure to perform or improper performance of, the agreement shall be sent to the reservation department promptly, by registered mail with acknowledge of receipt, and can be reported to the service provide in writing. Complaints pertaining to the condition of the premises shall be made to the reservation department within 48 hours of the arrival.

Article 24 - Specific terms

Weather conditions (snow or other) resulting in a change in the agreement cannot be regarded as a modification or cancellation on the La Bresse Tourist Office's part.

Article 25 – Civil professional liability insurance

The Tourist Office of La Bresse has taken out civil professional liability insurance.

Legal status: EPL

Siret n°: 28880002200015. APE code: 633 Z; - Immatriculation IM088100011 - Financial guarantee: € 30500.

Registered address: 2A rue des Proyes 88250 La Bresse. Phone: 03 29 25 41 29

GENERAL RESERVATION TERMS

Article 95 to 103 of decree 94 490 dated June 15, 1995

Article 95

Subject to the exclusions specified in the second paragraph (a and b) of article 4 of the above-mentioned act dated July 13, 1992, any offer and any sale of travel services shall give rise to appropriate documents meeting the requirements specified in this title.

In the event of air transport ticket sales or regular line transport ticket sales, without services linked with as issued by the carrier or under its responsibility.

In the event of transport on request, the carrier's name and address on behalf of which the tickets are issued shall be mentioned. Separate invoicing of the various elements of one single tourism package shall not exempt the seller from his duties under this section.

Article – 96

Prior to the signing of the written agreement mentioning the seller's name, address and administrative permit number, the seller shall provide the buyer with information on the price, dates and other information constituting the services provided during the trip or stay, such as:

- 1 destination, means, features and categories of transport;
- 2 Accommodation mode, location, comfort level and main features, tourism approval or classification corresponding to host country's regulations or practice;
- 3 Meals included;
- 4 Description of circuit itinerary;
- 5 Administrative and health formalities to be carried out at borders, and time for completion;
- 6 Tours, excursions and other services included in the package or available at an extra charge;
- 7 Minimum or maximum group size for the trip or stay, as well as, if the trip is subject to a minimum number of participants, the deadline for information the user if the trip or stay is cancelled; such date may be set at less than 21 days from departure;
- 8 The amount or price percentage to be paid as deposit at the time of agreement, as well as the balance payment schedule;
- 9 Price revision terms such as specified by the central system in pursuance of article 100 of this decree;
- 10 Contractual cancellation conditions;
- 11 Cancellation conditions such as defined in articles 101, 102 and 103 hereafter;
- 12 Information regarding any risk covered and guarantee coverage under the insurance agreement covering the civil professional liability of travel agencies and the civil liability of non profit associations and organisations, and local tourism organisations;
- 13 The Information regarding the optional agreement covering the consequences of some cancellation cases or of an assistance agreement covering some specific risks, including repatriation costs in the event of an accident or disease.

Article 97

The prior information provided to the consumer is binding on the seller, unless the seller formally reserves the right to change some items thereof.

In that event, the seller shall clearly indicate to what extent such modification can occur, and on what items. In any event, changes to prior information shall be communicated to the consumer before the signing of the agreement.

Article 98

The agreement entered into by the seller and the buyer shall be made in writing, two copies, one of which shall be given to the buyer, and signed by both parties. It shall include the following information:

- 1 The name and address of the seller, his guarantor and insurance, as well as the name and address of the operator;
- 2 Destination or destinations of the trip, and the vent of separate stays, the various periods and their dates;
- 3 The means, features and categories of transports used, departure and return dates and times.
- 4 Accommodation mode, location, comfort level and main features, tourism approval or classification corresponding to host country's regulations or practice;

- 5 The number of meals included;
- 6 Description of circuit itinerary;
- 7 Tours, excursions and other services included in the trip or stay price;
- 8 The total price of services as well as information on any possible invoice revision in pursuance of the provisions of article 100 below;
- 9 Information, as needed, on fees or taxes pertaining to some services such as landing, unloading or boarding taxes in some airports or ports, stay taxes when they are not included in the price of the service
- 10 Price payment terms and schedule; and any event, the last payment made by the buyer should be less than 30% of the trip or stay price, and should be made the trip or stay documents are issued;
- 11 Specific terms requested by the buyer and accepted by the seller;
- 12 Terms under which the buyer can make a complaint to the seller for failure to perform or improper performance of the agreement, which complain should be sent promptly, by registered mail with acknowledge of receipt to the seller, and reported, in writing, to the trip.
- 13 Deadline for informing the buyer of any trip or stay cancellation results from a minimum participants number, in pursuance with the provisions of 7 of article 96 below;
- 14 Contractual cancellation conditions
- 15 Cancellation conditions such as specified in articles 101, 102 and 103 below;
- 16 Information regarding risk coverage and coverage amount under the insurance agreement covering the consequences of the sellers professional liability;
- 17 Information regarding the insurance agreement covering the consequences of some cancellation cases taken out by the buyer (policy n° and name of insurer, as well as information regarding any assistance covering some specific risks, such as repatriation costs in the event of an accident or sickness;
- 18 Deadline for informing the seller in the event of a transfer of the agreement by the buyer;
- 19 The undertaking to supply the buyer, in writing, at least ten days before the planned departure date, with the following information:
 - a) Name, address and telephone number of the seller's local representative, or failing the names, addresses and telephone numbers of local organisations liable to help the contacts with the seller;
 - b) For trips and stays of minor children, a telephone number and a permanent address to be used for establishing a direct contact with the child or the person responsible for its stay locally;

Article 99

The buyer may transfer his agreement to a transferee fulfilling the same conditions as him for the trip or stay. Unless otherwise agreed in favour of the transferee, the transferee, shall inform the seller of his decision by registered mail with acknowledge of receipt at latest seven days before the beginning of the stay. The above deadline will be 15 days for cruises. Such transfer is not subject to any authorisation.

Article 100

When the agreement includes a formal price revision within the limits specified in article 19 of above-mentioned Act dates July 13, 1992, it shall mention detailed calculation methods, for upwards and downwards price variations, including the amount of transport costs and taxes pertaining thereto, any currency likely to affect the price of the trip or stay, the fraction of price which the variation applies to, the rate of currencies used as a reference when establishing the price mentioned in the agreement.

Article 101

When, prior to the buyer's departure, the seller has to change one of the material provisions of the agreement, such as a significant increase in the price, the buyer may, without prejudice to further suits, in compensation for any damages suffered and after having been informed by the seller by registered mail with acknowledge of receipt:

- either terminate his agreement and be reimbursed all amounts paid;
- or agree to the change of substitution trip offered by the seller; an addition clause to the agreement indicating the changes shall then be signed by the parties; any price reduction shall be deducted from any amount still owed by the buyer, and if the payment has already been made and exceeds the price of modified service, any excess amount shall be returned prior to the departure date.

Article 102

In the cases specified in article 21 of the above-mentioned Act dated July 13, 1992, when prior to the buyer's departure, the seller cancels trip or stay, he shall inform the buyer registered mail with acknowledge of receipt; the buyer, without prejudice to any suit for damages, shall immediately reimbursed any amount already paid; the buyer shall receive a compensation amount at least equal to the compensation he would have borne if the cancellation had been on his part on that date.

The provisions of his article shall not prevent the parties from entering into an agreement with a view to the buyer's acceptance of a substitution trip or stay offered by the seller.

Article 103

When after the buyer's departure, the seller becomes unable to provide a significant fraction of the services specified in the agreement and representing a significant percentage of the price paid by the buyer, the seller shall immediately make following arrangements without prejudice to any claim for damages:

- either offer services to replace the agreed services and possibly bear any extra price, and if such services are accepted by the buyer and their quality is not as good, the seller shall reimburse the price difference on the buyer's return;
- either, if he is unable to offer a replacement service or if the buyer refuses such services for valid reasons, supply the buyer, without any extra charge, transport ticket for his return, in equivalent conditions, to his place of departure or any other place accepted by both parties.