

# SALES TERMS AND CONDITIONS SERVICE RECEPTIF FOR NON-PROFESSIONNALS

www.tours-tourisme.fr/groupes-agences

These General Conditions set out the terms and conditions of sale by the firm TOURS VAL DE LOIRE TOURISME, also trading as OFFICE DE TOURISME TOURS VAL DE LOIRE, a public limited company with a board of directors entered in the Tours Trade & Companies Register under number 533 923 124, with its registered office at 78-82 rue Bernard Palissy – 37000 Tours (hereinafter referred to as "OFFICE DE TOURISME TOURS VAL DE LOIRE"), to clients acting as non-professionals and not entered in the register of tour and holiday operators (associations, works committees, etc.), travel services, and leisure activities for travellers.

OFFICE DE TOURISME TOURS VAL DE LOIRE is the holder of a certificate of registration showing that it is entered in the register of tour and holiday operators under no. IM0371200001.

As guarantor for carrying out its activity, it has APST and, as insurer, AXA Assurances no. 5141925804.

#### **Article 1 - Definitions**

The following terms and expressions shall have the following definitions within these General Conditions:

- "Client(s)": means one or more client(s) acting as non-professionals that order one or more Services;
- "Service(s)": means travel, travel service(s), and / or leisure activity / activities that Clients may order from OFFICE DE TOURISME TOURS VAL DE LOIRE for Travellers. The Client can order the latter collectively or individually. Services consist of tours including accommodation, excursions, visits to monuments, and leisure activities, provided by one or more Service Providers;
- "Travellers": means the persons who are the intended recipients of the Services ordered by the Client(s);
- "Service Provider(s)": means third-party service providers who provide Travellers with Services ordered by the Client from OFFICE DE TOURISME TOURS VAL DE LOIRE.

#### **Article 2 - General principles**

These General Conditions are drawn up in French in their original version, which is the sole authentic text, which takes precedence over any other version. They apply to the exclusion of all other conditions.

These General Conditions shall be systematically brought to the Client's attention whenever a Service is ordered, and, in any case, they shall be systematically made available and accessible to the Client at OFFICE DE TOURISME TOURS VAL DE LOIRE.

In consequence, placing an order with OFFICE DE TOURISME TOURS VAL DE LOIRE shall mean that the Client shall abide by these General Conditions in full and unreservedly.

The current General Conditions are those made known to the Client on the day that it places its order for the Service(s). OFFICE DE TOURISME TOURS VAL DE LOIRE reserves the right to adapt, modify, or update these General Conditions at any time. If these General Conditions are adapted, modified, or updated, each order for Service(s) shall be subject to the General Conditions in force on the day the Client places the order.

If, at any time, a prerogative acknowledged by these General Conditions is not exercised, or if the performance is not required of any stipulation under the agreement arising from the said conditions, that shall not, under any

circumstances, be interpreted as a modification of the contract, or as an express or tacit waiver of the entitlement to exercise the said prerogative in the future, or the entitlement to require the scrupulous performance of the commitments given under these conditions.

### **Article 3 - Terms and conditions for ordering Services**

The Client shall place its order based on the catalogue of Services offered by OFFICE DE TOURISME TOURS VAL DE LOIRE.

The Client shall place its order by contacting OFFICE DE TOURISME TOURS VAL DE LOIRE via e-mail, in writing, or by completing the form provided for that purpose on the website of OFFICE DE TOURISME TOURS VAL DE LOIRE, and by indicating the Service(s) that it wishes to order.

After examining the Client's request, OFFICE DE TOURISME TOURS VAL DE LOIRE shall send the Client, as soon as possible and to the address given by the Client, an e-mail message including an estimate for the Service(s) requested by the Client (in particular, the tariff for the Service(s)), together with a copy of these General Conditions.

If the Client agrees to the estimate, OFFICE DE TOURISME TOURS VAL DE LOIRE shall send the Client, by e-mail or by post, a "Reservation Contract" together with a copy of these General Conditions.

The Client must then validate the Reservation Contract by signing it, dating it, and returning it by e-mail or by post to OFFICE DE TOURISME TOURS VAL DE LOIRE, and by making payment of the order price in accordance with the methods indicated in the said contract (either by making payment in full when the estimate is accepted, or by making several payments on account, with payment of the balance before the Service(s) ordered is / are provided).

By validating OFFICE DE TOURISME TOURS VAL DE LOIRE's Reservation Contract, the Client confirms its acceptance of the latter and of all these General Conditions, in full and without reservation.

If the Reservation Contract is validated by e-mail, that action is deemed to be the same as a manuscript signature, as set out in articles 1174, 1359, et seq. of the Civil Code, and the same as making a commitment in electronic form under the meaning of articles 1128 et seq. of the Civil Code.

Once the Client's order has been placed, OFFICE DE TOURISME TOURS VAL DE LOIRE shall send the client an acknowledgement of receipt (by post or by e-mail) to inform the Client that the order has been duly noted.

Within 5 working days of the Client formalising its order, OFFICE DE TOURISME TOURS VAL DE LOIRE checks the order and, if it is validated, sends the Client confirmation.

#### **Article 4 - Availability of Services**

OFFICE DE TOURISME TOURS VAL DE LOIRE undertakes to honour orders for Services to the extent possible.

If the Service(s) ordered by the Client are not available, OFFICE DE TOURISME TOURS VAL DE LOIRE undertakes to inform the Client as soon as possible by e-mail or by telephone, to give the Client an indication of the planned date on which the Service(s) will be available.

The Client can then either:

- receive one or more Services that are equal in quality and price to those initially sought by the Client; or
- wait until the availability date that it is given; or
- cancel its order for the Service(s) concerned. In that case, OFFICE DE TOURISME TOURS VAL DE LOIRE shall refund
  the price of the Service(s) concerned and paid by the Client, within 15 days of receipt of cancellation of the Client's
  order.

#### **Article 5 - Prices**

OFFICE DE TOURISME TOURS VAL DE LOIRE shall invoice the Service(s) ordered by the Client at the tariff agreed when the order is placed, i.e. the tariff indicated in the Reservation Contract accepted by the Client.

Prices are in euros and are given including VAT, the applicable VAT rate being the rate in force when the invoice is issued.

OFFICE DE TOURISME TOURS VAL DE LOIRE reserves the right to modify Service prices in its catalogue, it being specified that no subsequent modification can be applied to the price of an order placed by a Client. In case of modification, the applicable price shall be the price in force on the day when the Client places its order.

Promotional offers are only valid during the period in which the offer is valid and subject to stock availability.

### **Article 6 - Payment**

The Client shall make pay for the order it places for one or more Services by using the methods set out in the Reservation Contract accepted by the Client.

Once the Client has made the expected payment, especially (if appropriate) the deposit required, OFFICE DE TOURISME TOURS VAL DE LOIRE shall send the Client confirmation of the latter's order (by post or by e-mail), subject to the price paid being actually received or being actually available in the bank account, to the availability of the Services, and to the order being validated by OFFICE DE TOURISME TOURS VAL DE LOIRE.

The order is then considered final on the part of the Client. The Client shall not be able to modify or dispute the order without the prior written agreement of OFFICE DE TOURISME TOURS VAL DE LOIRE, subject to the limited list of cases set out in article 4 above, in the event of the Service(s) ordered pursuant to article 7.4 below being unavailable.

Failure to pay the expected deposit shall mean that the order shall not be considered recorded.

In all cases and except if provided to the contrary, if the Client fails to pay any sum when it is due, that shall, automatically and without formalities, lead to: (a) the application to the outstanding amounts, until those amounts are paid in full, of late-payment interest that is equal to 3 times the current legal interest rate increased by 5 percentage points; (b) payment of a lump-sum indemnity by way of recovery costs in the amount of €40 if recovery costs are less than that amount, and above that amount, a sum equal to the amounts actually spent by OFFICE DE TOURISME TOURS VAL DE LOIRE to obtain settlement of the unpaid amount.

In addition, failure to make payment in full or in part shall give OFFICE DE TOURISME TOURS VAL DE LOIRE the option to immediately suspend the order concerned until full payment of the amounts sought, and make automatically enforceable all unmatured debts owed by the Client to OFFICE DE TOURISME TOURS VAL DE LORE for any reason whatsoever.

Furthermore, in the event of late payment or non-payment on the part of the Client and after notice has been given and remained without result, OFFICE DE TOURISME TOURS VAL DE LOIRE can automatically terminate the orders for Services concerned and the resulting contract pursuant to these General Conditions, as well as all preceding or current contracts, even if payment for them is not due.

Under the meaning of this article, payment shall be funds being made available to OFFICE DE TOURISME TOURS VAL DE LOIRE.

### Article 7 - Liability for and Provision of Services

### 7.1. Provision of Services

The Service(s) ordered by the Client shall be provided by the Service Provider(s) in accordance with the methods defined by the latter, as well as, where appropriate, the methods indicated in the Reservation Contract accepted by the Client.

In particular, Services shall be provided for the number of Travellers indicated by the Client when the order is placed for the Service(s) concerned. For that reason, the Client must confirm the exact number of Travellers to OFFICE DE TOURISME TOURS VAL DE LOIRE by the deadline indicated by the latter. It is hereby specified that the provision of Services shall be subject to a minimum number of Travellers being reached pursuant to the conditions set out in article 7.4 below, and that, relative to the number indicated when the Services are ordered, the participation of one or more Travellers can be cancelled pursuant to the conditions set out in that same article.

For the purposes of providing the Service(s) ordered by the Client, OFFICE DE TOURISME TOURS VAL DE LOIRE can provide the Client with one or more "vouchers" to be presented by the latter and / or the Travellers to the Service Provider(s) concerned, or send the Client an e-mail message that includes the vouchers concerned to be downloaded and / or printed.

If the Client and / or the Travellers fail(s) to present the vouchers concerned, that may lead to the Service Provider(s) refusing to provide the Service(s) concerned, in which case OFFICE DE TOURISME TOURS VAL DE LOIRE declines all liability.

The Client and / or the Travellers shall inform OFFICE DE TOURISME TOURS VAL DE LOIRE, as soon as possible and in line with the circumstances of the case, of any non-compliance noted when the Services are provided.

Unless information is given to the contrary, the price of the Service(s) shall not include transporting Travellers to the place where the Services are provided (e.g. transport costs to the location set as being the starting point of the Services).

### 7.2. Liability for Services that consist of a holiday package and travel services under the meaning of the Tourism Code.

Pursuant to article L.211-16 of the Tourism Code, when the Service(s) ordered by the Client include a holiday package or a travel service under the meaning of article L.211-2 of the same Code, OFFICE DE TOURISME TOURS VAL DE LOIRE shall bear liability for the provision of those Services, even if they are provided by one or more Service Providers, without prejudice to its right of recourse against the Service Provider(s) concerned.

When the Services consist of a related travel Service, pursuant to article L.211-3 of the Tourism Code, the Client / the Travellers shall not enjoy any of the rights applicable only to holiday packages. However, they shall have protection against insolvency, pursuant to article L.211-18 of the Tourism Code.

#### 7.3. Liability for and provision of Activities other than a holiday package and travel services

When the Client's Service(s) do not consist of a holiday package or a travel service under the meaning of article L.211-2 of the Tourism Code, OFFICE DE TOURISME TOURS VAL DE LOIRE acts as an intermediary in marketing the Service(s) concerned for the Service Provider(s) that will provide the Service(s).

OFFICE DE TOURISME TOURS VAL DE LOIRE's liability can only be engaged for negligence that is attributable to it.

If OFFICE DE TOURISME TOURS VAL DE LOIRE's liability is engaged, it shall only be liable for damages suffered by the Client pursuant to current rules of liability, provided that the Client provides evidence that the loss is caused by breach or negligence on the part of OFFICE DE TOURISME TOURS VAL DE LOIRE.

OFFICE DE TOURISME TOURS VAL DE LOIRE shall, in any case, decline all liability and cannot be held liable, unless there is mandatory legal provision to the contrary, for any damages suffered by the Client that may be attributable to its own action or negligence, or that may arise from the Client / the Travellers making unintended use of equipment that is provided, if appropriate, when the Service(s) concerned are provided, as well as losses that may be caused by the Client, the Travellers, and all persons under its care, to third parties or to goods during the provision of service.

### 7.4. Specific provisions for providing Services that consist of a holiday package or travel services under the meaning of the Tourism Code

Pursuant to article L.211-14 of the Tourism Code, when the Service(s) consist of a holiday package or travel service under the meaning of article L.211-2 of the same Code, the Client or the Travellers can terminate the Service(s) ordered at any time.

The Client's cancellation lead time shall lead to the following costs being invoiced to the Client, with those costs not being less than 50 euros in any event:

- cancelling the Service(s) more than 30 days before the start of provision of service: costs equivalent to 10% of the amount of the Service(s);
- cancelling the Service(s) between the 30<sup>th</sup> and 21<sup>st</sup> day inclusive before the start of provision of service: costs equivalent to 25% of the Service(s);
- cancelling the Service(s) between the 20<sup>th</sup> and 8<sup>th</sup> day inclusive before the start of provision of service: costs equivalent to 50% of the Service(s);
- cancelling the Service(s) between the 7<sup>th</sup> and 2<sup>th</sup> day inclusive before the start of provision of service: costs equivalent to 75% of the amount of the Service(s);
- cancelling the Service(s) less than 2 days before departure: costs equivalent to 100% of the amount of the Service(s).

Moreover, pursuant to that same article, if the Service(s) are subject to a minimum number of Travellers as indicated when the Client places its order, and if that minimum number is not reached, OFFICE DE TOURISME TOURS VAL DE LOIRE can cancel the Service(s) as follows:

- twenty days before the start of the Service(s), if their period of provision exceeds six days;
- seven days before the start of the Service(s), if their period of provision is from two to six days;
- forty-eight hours before the start of the Service(s), if their period of provision does not exceed two days.

The Client and / or the Travellers shall be entitled to terminate the Service(s) and obtain reimbursement in respect of those Services without additional compensation, if exceptional and unavoidable circumstances have significant consequences for the provision of those Services.

Likewise, if OFFICE DE TOURISME TOURS VAL DE LOIRE is prevented from providing the Service(s) due to exceptional and unavoidable circumstances, it is entitled to notify the Client and to terminate the Service(s) as soon as possible.

Pursuant to article L.211-11 of the Tourism Code, Travellers can, by giving a reasonable period of notice to OFFICE DE TOURISME TOURS VAL DE LOIRE before the start of provision of the Service(s), transfer the contract arising from those Services to a person who satisfies the conditions applicable to the contract. The Traveller concerned and the person to whom, in this case, she / he transfers the contract shall be jointly and severally liable for paying the outstanding balance, if appropriate, of the cost of the Service(s), as well as expenses, fees, or any other additional costs caused by the transfer.

When, before the provision of the Service(s), an essential aspect of those Services cannot be complied with due to an external event that is imposed on OFFICE DE TOURISME TOURS VAL DE LOIRE, the latter shall notify the Client as soon as possible and shall inform the Client of the entitlement that it and the Travellers shall have, pursuant to article L.211-13 of the Tourism Code, to terminate, without penalty, the contract arising from the Client's order and from these General Conditions for the Service(s) concerned, or, if appropriate, to accept the modification offered by OFFICE DE TOURISME TOURS VAL DE LOIRE.

### Article 8 – Information for Travellers regarding Services and how they are provided

The description of the Service(s) in the estimate accepted by the Client and / or in the documents given to the Client by OFFICE DE TOURISME TOURS VAL DE LOIRE after the Client has placed its order, plus the provisions of these General Conditions and the forms below that are attached thereto, constitute the prior information specified in article R.211-4 of the Tourism Code when the Services consist of a holiday package or a travel service under the meaning of that Code.

In that context, it is for the Client to provide the Travellers with all the information that shall be sent to it by OFFICE DE TOURISME TOURS VAL DE LOIRE concerning the Service(s) ordered and how they shall be provided, as well as their termination conditions as set out in the estimate accepted by the Client, and their cancellation conditions as set out in article 7.4 above. Furthermore, the Client undertakes to provide the Travellers with the standard information forms attached to these General Conditions.

#### Article 9 - Personal data

As part of placing and fulfilling the Client's orders for Services, the Client is required to provide OFFICE DE TOURISME TOURS VAL DE LOIRE with personal data, in particular concerning Travellers.

OFFICE DE TOURISME TOURS VAL DE LOIRE is the Data Controller in respect of personal data thus provided by the Client.

Initially, the data collected are used by OFFICE DE TOURISME TOURS VAL DE LOIRE to process, fulfil, and monitor the Client's orders for Services.

Those data are intended for OFFICE DE TOURISME TOURS VAL DE LOIRE, and can be passed on to third parties used by OFFICE DE TOURISME TOURS VAL DE LOIRE for processing and fulfilling orders and Services, in particular Service Providers, for managing the commercial relationship with the Client.

Thereafter, some of the data thus collected are likely to be used by OFFICE DE TOURISME TOURS VAL DE LOIRE to send marketing offers to the Client, if the latter has given consent thereto when its data is collected.

In all cases, the Client retains the right to object to the use of its data for the purposes of commercial prospection by OFFICE DE TOURISME TOURS VAL DE LOIRE, by directly sending the latter a decision to that effect, despatched to the address indicated in the offers that it is sent.

OFFICE DE TOURISME TOURS VAL DE LOIRE undertakes to scrupulously comply with applicable regulations in matters of personal data, in particular to ensure their security.

Accordingly, OFFICE DE TOURISME TOURS VAL DE LOIRE hereby informs the Client and Travellers that they have rights of access, rectification, removal, deletion, and portability in respect of the data concerning them.

The Client and Travellers can exercise any of those rights by sending a request in that regard to OFFICE DE TOURISME TOURS VAL DE LOIRE at the following address: 78-82 rue Bernard Palissy – 37000 Tours or by e-mail: dmc@tourstourisme.fr.

OFFICE DE TOURISME TOURS VAL DE LOIRE undertakes to store the personal data that it thus collects in respect of the Client and Travellers for a period that does not exceed the period necessary to fulfil the purposes for which those data were collected or processed.

### **Article 10 - Applicable law Jurisdiction**

These General Conditions and the Services are subject to French law.

In the event of a dispute relating to the Services and these General Conditions, that dispute shall be placed before the competent jurisdictions as designated by current regulations.

In addition, pursuant to article L.611-1 et seq. of the Consumer Code, Travellers are entitled to have direct recourse to a procedure of mediation by agreement for any dispute that may arise with OFFICE DE TOURISME TOURS VAL DE LOIRE concerning the provision of Services.

To that end, Travellers can have recourse to following the mediator's service appointed by OFFICE DE TOURISME TOURS VAL DE LOIRE: Médiation Tourisme et Voyages (MTV) - www.mtv.travel - +33 (0)1.42.67.96.68

In order to have recourse to that mediation procedure, Travellers must first send their complaint to OFFICE DE TOURISME TOURS VAL DE LOIRE by registered letter with acknowledgement of receipt.

Lack of a satisfactory response within one month shall mean that Travellers can refer the matter to the mediator indicated above in accordance with the methods set out by the latter.

That mediation is free for Travellers, except for any lawyers' fees or expert-report fees, for which Travellers are liable.

Pursuant to article L.611-2 of the Consumer Code, the mediator cannot consider the dispute when:

- Travellers do not provide evidence that they have first tried to resolve their dispute directly with OFFICE DE TOURISME TOURS VAL DE LOIRE by means of a written complaint following the methods provided for, if appropriate, in the contract,
- the claim is manifestly unfounded or abusive,
- the dispute has been previously considered or is currently being considered by another mediator or by a court,
- the travellers referred their claim to the mediator more than one year from the date of their written complaint to OFFICE DE TOURISME TOURS VAL DE LOIRE,
- the dispute does not fall within the mediator's area of competence.

Travellers can also submit their dispute directly or due to lack of resolution as part of the mediation process, to the competent Court pursuant to the current rules of competence.

### <u>Article 11 – Standard information forms under the Tourism Code</u>

### 11.1 Standard information form for holiday-package contracts under the meaning of article L.211-2 II of the Tourism Code

The combination of travel services that you are offered is a package under the meaning of Directive (EU) 2015/2302 and article L.211-2 of the Tourism Code. Accordingly, you will enjoy all the rights granted by the European Union and applicable to packages, as transposed into the Tourism Code.

OFFICE DE TOURISME TOURS VAL DE LOIRE shall be fully liable for the proper provision of the package as a whole. In addition, as required by law, OFFICE DE TOURISME TOURS VAL DE LOIRE has cover to ensure that your payments are refunded, and, if the package includes transport, to ensure that you are repatriated if it should become insolvent.

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

Travellers shall receive all essential information about the package before concluding the package travel contract. The organiser and the retailer shall be liable for the proper provision of all the services included in the contract.

Travellers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers can transfer their package to another person, subject to giving reasonable notice and possibly subject to paying additional costs.

The price of the package can only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and, in any event, it cannot be modified later than twenty days before the start of the package.

If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee, and get a full refund of any payments, if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the package, the trader responsible for the package cancels it, travellers are entitled to a refund and compensation, where appropriate.

Travellers can terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination that are likely to affect the package.

Additionally, travellers may, at any time before the start of the package, terminate the contract in return for appropriate and justifiable termination fees. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost.

Travellers can terminate the contract without paying any termination fee when services are not performed in

accordance with the contract, when that substantially affects the performance of the package, and when the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and / or compensation for damages when the travel services are not provided or are improperly provided. The organiser or the retailer must provide assistance if travellers are in difficulty.

If the organiser or the retailer becomes insolvent, payments shall be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. OFFICE DE TOURISME TOURS VAL DE LOIRE has taken out insolvency cover with APST - 15 avenue Carnot 75017 PARIS. Travellers can contact that entity if services are denied because of insolvency affecting OFFICE DE TOURISME TOURS VAL DE LOIRE.

Directive (EU) 2015/2302, as transposed into national law, can be consulted at the following website: https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5E%20B08A2.tplgfr2 1s\_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien%20=id&dateTexte=20180 701.

### 11.2 Standard information form for contracts covering a travel service under the meaning of article L.211-2 of the Tourism Code

If you purchase this travel service, you shall enjoy the rights granted by the Tourism Code. OFFICE DE TOURISME TOURS VAL DE LOIRE and the Service Provider shall be fully liable for the proper provision of the travel service. Furthermore, as required by law, OFFICE DE TOURISME TOURS VAL DE LOIRE has taken out cover to refund your payments if it becomes insolvent Key rights set out in the Tourism Code:

Travellers shall receive all essential information on the travel service before signing the travel contract. The service provider as well as the retailer are liable for the proper provision of the travel service.

Travellers shall be given an emergency telephone number or the details of a point of contact enabling them to get in touch with the service provider or the retailer.

Travellers can transfer their travel service to another person, subject to giving reasonable notice and possibly subject to paying additional costs.

The price of the package can only be increased if specific costs rise and if expressly provided for in the contract, and, in any event, it cannot be modified later than twenty days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller can terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers can terminate the contract without paying any termination fee, and get a full refund of any payments, if any of the essential elements of the package, other than the price, are changed significantly.

If, before the start of the package, the trader responsible for the package cancels it, travellers are entitled to a refund and compensation, where appropriate.

Travellers can terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination that are likely to affect the package.

Additionally, travellers can, at any time before the start of the package, terminate the contract in return for appropriate and justifiable termination fees. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost.

Travellers can terminate the contract without paying any termination fee when services are not provided in accordance with the contract, when that substantially affects the performance of the package, and when the

organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and / or compensation for damages when the travel services are not provided or are improperly provided. The organiser or the retailer must provide assistance if travellers are in difficulty.

If the organiser or the retailer becomes insolvent, payments made shall be refunded.

OFFICE DE TOURISME TOURS VAL DE LOIRE has taken out insolvency cover with APST - 15 avenue Carnot 75017 PARIS. Travellers can contact that entity if services are denied because of insolvency affecting OFFICE DE TOURISME DE TOURS.

You can consult the Tourism Code by clicking on the following link:

 $https://www.legifrance.gouv.fr/affichCodeArticle.do; jsessionid=B6B56671A51841699A8FB7B4B5E\%20B08A2.tplgfr2\\ 1s\_1?idArticle=LEGIARTI000036242695\&cidTexte=LEGITEXT000006074073\&categorieLien\%20=id\&dateTexte=20180\\ 701.$ 

### 11.3 Standard information form when the professional providing an online linked travel service under the meaning of article L. 211-2 III 1 of the Tourism Code is a professional other than a transport provider selling a return ticket

After having chosen and paid for a travel service, if you reserve additional travel services for your journey or holiday tour through OFFICE DE TOURISME TOURS VAL DE LOIRE, you do not enjoy the rights that apply to packages pursuant to Directive (EU) 2015/2302 and article L.211-2 of the Tourism Code. However, if you reserve additional travel services during the same visit to OFFICE DE TOURISME TOURS VAL DE LOIRE's website, the travel services shall be part of a linked travel service. In that case, as required by European Union legislation, OFFICE DE TOURISME TOURS VAL DE LOIRE has cover to ensure that you are refunded monies that you have paid it for services that have not been provided due to its insolvency.

## 11.4 Standard information form for linked travel services under the meaning of article L 211-2 III 1 of the Tourism Code, when the contracts are concluded in the joint presence of the professional (other than a transport provider selling a return ticket) and the traveller

After having chosen and paid for a travel service, if you reserve additional travel services for your journey or holiday tour through OFFICE DE TOURISME TOURS VAL DE LOIRE, you do not enjoy the rights that apply to packages pursuant to Directive (EU) 2015/2302 and article L.211-2 of the Tourism Code. However, if you reserve additional travel services during the same visit to or during the same contact with OFFICE DE TOURISME TOURS VAL DE LOIRE, the travel services shall be part of a linked travel service. In that case, as required by European Union legislation, OFFICE DE TOURISME TOURS VAL DE LOIRE has cover to ensure that you are refunded monies that you have paid it for services that have not been provided due to its insolvency. OFFICE DE TOURISME TOURS VAL DE LOIRE has taken out insolvency cover with APST. You can contact APST (15 avenue Carnot 75017 PARIS / 01.44.09.25.35 / info@apst.travel) if you are refused travel services due to OFFICE DE TOURISME TOURS VAL DE LOIRE being insolvent. Note: that insolvency cover does not apply to contracts concluded with parties other than OFFICE DE TOURISME TOURS VAL DE LOIRE and that can be performed in spite of OFFICE DE TOURISME TOURS VAL DE LOIRE being insolvent.

Directive (EU) 2015/2302 transposed into national law and available at the following website: https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5E%20B08A 2.tplgfr21s\_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien%20=id&dat eTexte=20180701.

### 11.5 Standard information form when the professional providing an online linked travel service under the meaning of article L. 211-2 III 2 of the Tourism Code is a professional other than a transport provider selling a return ticket

If you reserve additional travel services for your journey or holiday tour through links provided for that purpose by

OFFICE DE TOURISME TOURS VAL DE LOIRE, you do not enjoy the rights that apply to packages pursuant to Directive (EU) 2015/2302 and article L.211-2 of the Tourism Code. OFFICE DE TOURISME TOURS VAL DE LOIRE shall not be liable for the proper provision of those additional travel services. If a problem arises, you can contact the service provider concerned. However, if you reserve additional travel services via that link / those links within 24 hours of receiving confirmation of the reservation made with OFFICE DE TOURISME TOURS VAL DE LOIRE, those travel services shall form part of a linked travel service. In that case, as required by European Union legislation, OFFICE DE TOURISME TOURS VAL DE LOIRE has cover to ensure that you are refunded monies that you have paid it for services that have not been provided due to its insolvency. It is hereby noted that in such a case, no provision is made for reimbursement if the provider of additional services concerned becomes insolvent.