

## Terms and Conditions of Sale

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**Important****Note:**

*We have taken great care to ensure that this document, "Terms and Conditions of Sale" is an accurate and faithful translation of our "Conditions Générales de Vente". However, any dispute or litigation between SAFRANTOURS and its Clients is subject only to French Law. See point 18.*

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The following Terms and Conditions of Sale (hereinafter referred to as "TCS") govern sales concluded between Safrans.a.s. (*société par actions simplifiées*) at 60 Espace les Cascades 26400 Mirabel-et-Blacons France, hereinafter referred to as SAFRANTOURS, travel agency IM26110007, registered number 391 376 811 at the RCS (Business Registry at Romans-sur-Isère, 26100, France), and

Adults 18 years old and over, hereinafter referred to as Clients, acting in a totally private capacity without any connection with their commercial, industrial, craft, freelance or other professional activity,

Works Councils, and

Associations, Societies or any other Organizations.

The TCS will apply to any and all orders placed with SAFRANTOURS for travel, sojourn, day trip or outing, hereinafter referred to as "Order(s)".

### 1. REGISTRATION PROCEDURE

Prior to any order, the Client must register with SAFRANTOURS on line (internet), by e-mail, or by telephone.

#### 1.1 Client Registration

Clients must inform SAFRANTOURS of their real identity.

The name the Client gives will be used by SAFRANTOURS to effect the various bookings necessary for sequencing the holiday. Obviously if a mistaken, false, misleading or incomplete identity is provided, the Client's name will not correspond with her/his personal identity or travel documents, which may



invalidate her/his right to embark on any means of transport reserved, occupy any accommodation or engage in any activities that form part of her/his holiday.

In the event of such an occurrence, SAFRANTOURS cannot be held responsible if it has made reservations acting in good faith using erroneous or incomplete information furnished by the Client at registration or reservation.

Furthermore, as detailed later in this document, (article 9 Cancellation), any consequent administrative costs would have to be paid by the Client to SAFRANTOURS.

Clients must furnish a valid postal address so the Roadbook can be sent to them. It is also their responsibility to choose a delivery method that will ensure they receive any documents that SAFRANTOURS send them.

### **1.2 Registration by a works council, society or association**

A works council, society or association must when registering provide all the elements necessary for its identification as requested by SAFRANTOURS.

When a works council, society or association places an order directly with SAFRANTOURS, the rules of the French Consumer Code do not apply.

Moreover, SAFRANTOURS makes the necessary reservations using information provided by the works council, society or association. In the case of erroneous, false or incomplete information which prevents employees or members from taking part in any holiday ordered, SAFRANTOURS cannot take any responsibility if such reservations have been made using information provided which is incomplete or erroneous.

## **2. ACCEPTANCE OF TERMS AND CONDITIONS OF SALE.**

The Client acknowledges having read the TCS before placing the Order and accepts that the Terms and Conditions of Sale apply to the Order.

## **3. ABSENCE OF RIGHT OF WITHDRAWAL**

In accordance with French legal provisions in force, the Client confirms that s/he is aware that s/he has no right of retraction for Orders placed with SAFRANTOURS.

## **4. PRELIMINARY INFORMATION**

Before a Client places an order, SAFRANTOURS gives the Client a cost estimate, a detailed program of the offer proposed and the present TCS.

The Client declares s/he has examined the estimate, detailed description and TCS and has accepted all of these before placing her/his Order.

The photographs used on the SAFRANTOURS website and on the contract of sale are not contractual.



## **5. PLACING AN ORDER**

An Order can be placed with SAFRANTOURS online, by phone or email.

SAFRANTOURS verifies the availability of services for the chosen holiday and if such availability is confirmed, SAFRANTOURS sends an email confirming acceptance of the Order to the Client.

The contract is drawn up in duplicate and signed by both parties, one copy being given to the Client.

For any application for registration of a minor (below the age of 18 years), the Order must be made in the premises of the SAFRANTOURS Agency by a person who must show proof of her/his authority as parent or guardian over the minor concerned.

## **6. PRICE AND MEANS OF PAYMENT**

A complete list of the services included in the holiday, as well as its definitive price, appear on the estimate and on the detailed program given to the Client before the Order is executed.

### **6.1. Method of payment**

Payment terms are as follows:

- When the Order is placed more than 30 days before the date of departure, the Client must pay a deposit of 30% of the total price so that the Order can be validated by SAFRANTOURS. The balance must be paid to SAFRANTOURS no later than 30 calendar days before the date of departure.

- When the Order is placed less than 30 days before the date of departure, the Client must pay the total amount of the trip.

### **6.2. Failure to pay the balance**

If the balance due within the period defined in 6.1, SAFRANTOURS will consider that the Client has cancelled her/his holiday, and a cancellation fee will be charged according to the application of article 9 Cancellation.

### **6.3 Means of Payment**

Payment may be made by:

- Debit card
- Bank transfer
- Cheque
- Traveller's cheque



## 7. ADMINISTRATIVE FORMALITIES

Before you register with SAFRANTOURS, you must verify that you are in possession of a valid passport or other identity document that complies with the requirements for entering and travelling within the country or countries where your holiday will take place.

Before registering with SAFRANTOURS, non-citizens of the European Union should inform themselves at the competent embassies or consulates about the administrative and health requirements of the countries to be visited. These can include, for example, the need for visas or vaccination certificates.

Any consequences of Clients' non-compliance with administrative and health formalities that effectively prevent the Client from starting her/his holiday on the date planned are the sole responsibility of the Client. SAFRANTOURS cannot be held responsible in any circumstances for the consequences of non-compliance by the Client with any and all police, customs or health regulations before or during the journey, including loss of identity papers, train or other transport tickets.

## 8. CONTRACT MODIFICATION

### 8.1. Modification by the Client.

Any request for cancellation or modification must be sent by email to SAFRANTOURS with acknowledgment of receipt. The date of receipt of this email by SAFRANTOURS will be the one used for calculating any expenses due in cases of modification or cancellation of the Order.

#### 8.1.1. Modification before departure.

SAFRANTOURS will of course endeavour to take into account any changes requested before departure. However, if certain modifications cannot be effected, notably due to reasons of non-availability of services, SAFRANTOURS cannot be held responsible.

If SAFRANTOURS is able to respond favourably to a modification request made by the Client after validation of the Order by SAFRANTOURS, such modification will be invoiced as follows:

- €45.00 per booking file plus any subsequent additional cost if the request is made between 30 and 15 calendar days before departure date
- €65.00 per booking file plus any subsequent additional cost if the request is made less than 15 calendar days before the departure date.

#### 8.1.2. Modification of departure dates:

Any modification of destination or departure date asked for by the Client will be considered a cancellation and will thus incur the payment by the Client of cancellation fees as set out in Section 9 Cancellation below.

#### 8.1.3. Modification after departure:

If SAFRANTOURS is able to respond favourably to a modification request made by the Client after departure, such modification will be invoiced €45 per person plus any additional cost incurred.



## **8.2. Modification by SAFRANTOURS**

### 8.2.1. Modification before departure.

If before the departure, SAFRANTOURS is forced to make a change in the services included in the holiday ordered, SAFRANTOURS will strive to inform the Client as soon as possible and by any means permitting an acknowledgment of receipt.

The Client can then decide:

- Either to cancel the contract and obtain a full refund of the sums paid
- or to accept the modification proposed by SAFRANTOURS. In this case a new contract will be established that includes the modifications. If the new contract is of a lower price than the previous one, any overpayment will be refunded to the Client before the departure date.

The Client must inform SAFRANTOURS of his decision (acceptance or cancellation) within a maximum of 7 days from receipt of the above information. If no response is received from the Client within this period, the latter will be deemed to have accepted the proposed amendment.

### 8.2.2. Modification after departure

When after the departure, SAFRANTOURS is forced to make a change in any element or service normally included in the holiday, SAFRANTOURS will strive to replace it with an equivalent element or service.

Should the solution(s) proposed by SAFRANTOURS be of inferior quality the service originally proposed in the contract, SAFRANTOURS will reimburse the Client with the difference of cost between the two services concerned.

### 8.2.3. Modification in case of force majeure

Unforeseeable, external and insurmountable incidents or events may occur during the holiday, for example strikes, technical incidents, bad weather, delays, and breakdowns. Delay(s) resulting from a case of force majeure as defined by law, or due to the actions of a third party, or unavoidable changes in itinerary, will not give rise to any compensation in whatever form, for any modification of the duration of the holiday initially planned or for any delay in connections. The payment of any consequent extra charges (for example taxes, accommodation or parking fees) which result from force majeure perturbations; will remain the responsibility of the Client.

SAFRANTOURS reserves the right, if circumstances demand, to modify programme itineraries or services. SAFRANTOURS may therefore if necessary modify accommodation and other services.

In all event, SAFRANTOURS cannot be held responsible for any breach of holiday terms that is due to non-compliance by the Client(s) with on-display and common sense rules of safety, by bad weather, fires, or any other case of force majeure.



## 9. CANCELLATION

### 9.1. Cancellation at the initiative of the Client

The justification for the perception of cancellation fees that increase as the date of departure approaches lies in the existence of numerous intermediaries (hoteliers, carriers, etc.) who impose tight payment terms on SAFRANTOURS. If the Client is obliged to cancel his trip, he must inform SAFRANTOURS IMMEDIATELY by any means that ensures the acknowledgement of the cancellation by SAFRANTOURS. The date of receipt of this communication from the Client will be retained by SAFRANTOURS as the date of cancellation.

#### Cancellation fees are as follows:

- 15% of the total amount of the stay for a cancellation more than 30 days before departure
- 30% of the total amount of the stay for a cancellation between 30 and 21 days before departure
- 50% of the total amount of the stay for a cancellation between 20 and 8 days before departure
- 75% of the total amount of the stay for a cancellation between 7 and 2 days before departure
- 90% of the amount of the stay for a cancellation the day before departure
- 100% of the amount of the stay for a cancellation on the day of departure or if not presented at the departure of the trip.

In the case of a Client interrupting for whatever reason her/his holiday while it is ongoing, no reimbursement by SAFRANTOURS can be requested.

When several Clients have registered on the same Order and one of them cancels their trip, cancellation fees are applied to the global amount of any deposit or total payment paid, regardless of who actually made the payment.

If the Client has not taken out cancellation insurance under the conditions of article 14 "INSURANCE", any cancellation fees will be billed to the Client by SAFRANTOURS.

If the Client has taken out cancellation insurance, the cancellation fees due must first be paid to SAFRANTOURS. After receipt, SAFRANTOURS will then provide the insurance company with the supporting documents required for the submission of the Client's claim.

No refund can be made if the Client fails to attend at the times and places mentioned by his notification, in his program, or on his Order,

OR is incapable of showing the documents required for his journey (such as identity documents, transport tickets, and vaccinations)

OR if the information provided during registration does not perfectly match his identity documents.

In any event, in cases where cancellation or modification of any Order is made at the initiative of the Client or in cases of force majeure, neither insurance premiums, visa fees, service fees or ticket costs are refundable.



## 9.2. Cancellation at the initiative of SAFRANTOURS

SAFRANTOURS may have to cancel a package holiday, a sojourn or a day trip. In such a case, in accordance with article R 211-10 of the Tourism Code, SAFRANTOURS will inform the Client who will be integrally refunded, without penalty, of all sums s/he has paid.

However, if this cancellation is imposed by a case of force majeure or due to a third party or is a risk for the safety of the Client, the latter can not claim any compensation. SAFRANTOURS is not responsible when the cancellation is imposed, in particular, in the following cases:

- a) when the overall number of participants is insufficient and therefore does not allow the establishment of a team able to ensure a satisfactory holiday. This type of cancellation cannot be effected less than 10 days before the date of the beginning of a holiday;
- b) in cases of force majeure;
- (c) when the safety of holidaymakers is endangered;
- (d) in case of adverse weather conditions.

### Special case concerning the health crisis of COVID-19:

If the trip is not possible due to travel restrictions or closures of tourist facilities, taken by the French government and/or the government of the Client's residential country, the tour will be cancelled free of charge and SAFRANTOURS will offer to reimburse the Client for the sums it has committed.

## 9.3. Expenses incurred outside of the holiday itself

In the event of cancellation, whatever the reason, by SAFRANTOURS or by the Client, expenses incurred by the Client concerning services that are not a part the holiday per se, such as transportation costs to the place of departure and idem return home, will not be refunded.

## 10. TRANSFER OF CONTRACT

The Client may cede the contract to another person provided the latter can demonstrate s/he fulfils the same conditions as the Client, enabling her/him to engage in the holiday proposed. This **precludes** persons of other nationalities than the Client, as well as anyone having certain medical contra-indications, UNLESS the international authorities concerned accept the change.

The Client ceding the contract must notify SAFRANTOURS, by any means that allows acknowledgment of receipt, a minimum of seven days before the date of departure.

The assignment of a contract for a package tour or other holiday may result in costs to be billed by SAFRANTOURS to the transferring Client.

The Client will also be jointly and severally liable for all additional costs incurred by such a cession.



## 11. COSTING OF SERVICES PROVIDED

Rates are established according to the economic conditions that prevail 75 days before the opening date for registrations, or at the moment the estimate is sent, and in particular:

- Concerning the costs of air, land, river and maritime transport;
- Concerning legal or regulatory taxes;
- and with an assumption that inflation rates for management costs in France (up for the current year, Year N, will be at the same percentage as that observed over the 12 months to the end of January of Year N-2, idem to the end of January of the Year N-1, based on the national index of retail prices published by INSEE, the official French statistics organization.

No claim regarding rates or prices will be accepted after registration for a holiday, stay or day activity proposed by SAFRANTOURS. The rates proposed are unalterable and any waiver from the Client of any services included in the package or any interruption of the holiday initiated by the Client (even for reasons of hospitalization or early repatriation) will not give rise to any refund, unless a specific insurance has been subscribed by the Client to cover these eventualities.

In accordance with Article L. 211-12 of the French Code of Tourism, SAFRANTOURS may in certain circumstances modify the price of the Order. The Client accepts that the price may be modified in the event of a change in the costs of transport, particularly in relation to the cost of fuel.

SAFRANTOURS agrees to inform the Client by letter, email or fax no later than thirty (30) days before the date of departure.

SAFRANTOURS will give the Client, upon request, a statement justifying the cost increases incurred by SAFRANTOURS.

Any refusal on the part of the Clients to pay the new price will be considered by SAFRANTOURS as a cancellation by the Client for which the provisions of Article 9 Cancellation will be invoked.

However, if the increase amounts to more than 25% of the total price, the Client may cancel his registration free of charge if s/he informs SAFRANTOURS within 7 days of the latter's sending notice of the increase to the Client.

Unless otherwise stipulated in the Order, prices are per person on the basis of a fixed price such as defined in the particular conditions.

### 11.1. Luggage transport:

If the stay includes luggage transport, it will be 1 piece of luggage of 20kg maximum per person. Any additional luggage or luggage over 20kg, may be billed to the Client.

## 12. LIABILITY

The responsibility of SAFRANTOURS can be evoked only in accordance with the rules on liability applicable to travel agents in France. In the case of non-corporeal damages, and in the absence of



restrictions imposed by international agreement, SAFRANTOURS can not be bound to compensate the Client for an amount greater than the price of the Order paid by the latter.

SAFRANTOURS cannot therefore be held responsible for:

- Loss or theft of tickets
- Failure to present all or any identity, health or other documents required in accordance with the indications on the contract of sale
- Presentation of all or any out-of-date identity, health or other documents or which have insufficient validity remaining or are not conform with the indications given on the contract of sale
- Failure to check in at the time and place proposed for the beginning of the holiday
- Theft or damage to personal items; furthermore it is recommended that Clients should not carry valuables or if they do, at least keep them permanently under their direct supervision
- Changes to the holiday caused by a case of force majeure or act due to a third party
- Occurrences attributable to the Client or member of her/his party
- Damages or harm occurring within the framework of a service provided by a third party

#### **12.1. Risks:**

The Client declares s/he:

- is free of any contra-indication for the practice of any sports activity proposed in the holiday
- will conscientiously comply at all times with all safety regulations relating to the Highway Code (*Code de la Route*).

Each Client knows that , given the nature of our holidays, s/he runs a degree of risk inherent in the practice of the activities proposed. S/he takes it upon her/himself, being fully aware of these facts, agrees not to lay any blame on SAFRANTOURS or the other service providers or invoke their responsibility for an accidents that may befall. This is also true of any other group or family members holidaying with her/him.SAFRANTOURS can not be held responsible for any accident due to personal imprudence.

In the case of a self-guided holiday or independent stay, it is required that Client possess adequate knowledge enabling her/him to situate himself in her/his environment using the tools provided by SAFRANTOURS, namely the roadbook (Carnet de Route), detailed description of itineraries, and waymarked maps.

SAFRANTOURS can not be held responsible if any Client deviates from the recommended itinerary.

##### 12.1.1. Travelling in the company of a donkey

The Client is responsible for leading the donkey, and for the its continuing good health.

If a child rides on a donkey, it must have the approval of the donkey-driver and be under full referent adult responsibility.



### 12.1.2. Cycling Holidays

Helmets are mandatory for all children under 12 years old and strongly advised for all riders over 12.

### **12.2. Circumstances arising from force majeure.**

SAFRANTOURS cannot under any circumstances be held responsible for by force majeure occurrences that prevent SAFRANTOURS or any of its suppliers from carrying out the services named in the Order as being all or part of the obligations provided for. The party affected by any occasion of force majeure must inform the other party as soon as possible.

In cases of force majeure that prevent the holiday taking place, SAFRANTOURS may propose a holiday of substitution, or a postponement at the Client's discretion.

### **12.3. Services not included in the holiday package**

SAFRANTOURS is not responsible for the quality of any services purchased by the Client on site that is not provided in the Order description, nor for the Client's journey to the start point or home from the end point of her/his holiday. SAFRANTOURS cannot be held responsible for delays, timetable or route changes emanating from the railway company chosen by the Client before, during or after the holiday. In such circumstances, SAFRANTOURS will not be held responsible for any delays or compensation to the Client.

In the event that SAFRANTOURS organizes a transfer by vehicle, between a public transport station (airport, train station, bus station, ...) and the first or last accommodation of the stay, the schedule and the meeting point defined with the Client will constitute start point or the end point of her/his holiday.

### **12.4. Services provided by a supplier within the holiday package**

The sequencing of any package holidays, sojourn or day trip offered in our programmes presupposes the intervention of different service providers such as transporters, owner-managers of buildings, hoteliers, restaurant, guides etc. These suppliers are entirely responsible for the provision of their services under the statutes governing them. SAFRANTOURS cannot be held responsible for any service furnished by them as part of the holiday package.

## **13. CLIENT'S RESPONSIBILITY FOR MATERIAL DAMAGE**

### 13.1.1. Damage to a bedroom or in any place provided as part of the holiday.

The Client is entirely responsible for any damage caused by her/him in any rooms or premises proposed in the framework of her/his holiday. In no event shall the responsibility of SAFRANTOURS be engaged by reason of any act committed by the Client.



### 13.1.2. Cycling Holidays

The Client is fully responsible for the condition of her/his rented bike returned at the end of the holiday. S/he agrees to undertake or pay for any repairs of damage caused while the bicycle is in her/his possession (excluding normal wear and tear). The Client has to demonstrate that the bicycle returned is in the same condition as when taken, or that the damage was caused by a third party. Similarly, he agrees to cover all costs related to the loss or theft of any equipment hired.

### 13.1.3. For holidays in the company of a donkey

The Client is fully liable (through his liability insurance) for any damage that the animal causes.

## **14. BREAKDOWN ASSISTANCE**

For any rented bicycle booked through SAFRANTOURS, assistance is available. In case of breakdown, the Client is invited to contact SAFRANTOURS as early as possible by phone: +33 (0) 6 07 6420 03

A simple puncture is not considered a breakdown and will be repaired by the Client with the equipment provided in the saddlebags. Depending on the Client's description of the breakdown and on its nature and/or cause, SAFRANTOURS will intervene either by telephone or on the spot for a repair or a change of bike.

Breakdown assistance does **not** apply to Clients' personal bicycles.

## **15. INSURANCE**

In order to permit the smooth running of the Client's holiday, SAFRANTOURS has negotiated a Premium Multirisk insurance policy with Assurinco covering, depending on the terms and conditions, the cancellation of the stay, baggage, interruption of stay. The insurance also includes assistance and COVID extension.

This insurance costs 4.5% of the price of your holiday and must be paid on registration.

If you choose to subscribe to this insurance, the general conditions pertaining to it will be sent to you with your roadbook.

## **16. USE OF PERSONAL DATA**

In compliance with French Act of Law Number 78-17 of January 6th, 1978 relative to computing, files and liberties, as amended, SAFRANTOURS collects Clients' personal data needed for registration.

These elements of personal data permit SAFRANTOURS to:

- manage Clients' orders
- ensure the execution of signed contracts
- deal with possible claims.



Such personal data is intended only for the use of SAFRANTOURS staff. Essential data entrusted to third parties for the provision of services identified in the travel contract are transferred to them in a secured manner. These data are kept for the duration of the contractual relationship with the Client and for a period of 5 years from the end of the contract.

The Client exercises a right of access and rectification of data concerning her/him, by contacting [info@safrantours.com](mailto:info@safrantours.com). The Client may also, for reasons related to his particular situation, oppose the treatment of his data. In accordance with Article 40-1 of the "IT and Freedoms" law (*Loi Informatique et Libertés*), the Client may define guidelines for the storage, erasure and communication of his personal data after his decease. SAFRANTOURS strives to take all the care necessary to process the personal data of its Clients. In case of difficulty, Clients may contact SAFRANTOURS directly or, if necessary, submit a complaint to the CNIL – *Commission Nationale de l'Informatique et des Libertés* (French committee that enforces law on data protection).

## 17. CLAIMS

Any shortcoming in the execution of the contract must be recorded immediately, then transmitted and explained to SAFRANTOURS as soon as possible, in writing, by the Client. The complaint cannot be of a subjective nature but must relate exclusively to the contractual elements of the stay.

Without prejudging any possible legal recourse, any complaint must be sent by any means permitting acknowledgment of receipt, within fifteen (15) days after the end date of the holiday, to the following address :

SAFRANTOURS,  
60 Espace les Cascades,  
26400 Mirabel and Blacons.  
France

For the claim to be examined by SAFRANTOURS, it must be accompanied by supporting documents.

## 18. APPLICABLE LAW AND JURISDICTION

The TCS, and any and all contracts concluded between SAFRANTOURS and their Clients are subject only to the French Law.

In case of dispute, the complainant must contact the Ombudsman for Tourism and Travel (*Médiateur du Tourisme et des Voyages*).

If mediation fails, the complainant can refer the competent jurisdiction.

Any dispute or litigation arising from the application of the TCS or contracts resulting from it are subject **only to French law.**